

SECOND AMENDMENT

THIS SECOND AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **FLAGSHIP AVIATION SERVICES LLC**, a Delaware company authorized to conduct business in the State of Colorado, (the "Contractor" or "Flagship"), Party of the Second Part.

WHEREAS, the City and Flagship entered an Agreement (Contract 201953023) dated January 25, 2021, which was amended by a First Amendment (Contract 202265668-01) dated June 26, 2023 (the "Existing Agreement") for janitorial services at Denver International Airport ("DEN" or "Airport"); and

WHEREAS, the City extended the Existing Agreement by taking an option year which was available in the Term section of the Agreement; and

WHEREAS, the costs for janitorial services have increased with Prevailing Wages; and

WHEREAS, the City needs to increase the contract maximum liability in order for the continuity of janitorial services to be provided at DEN by the Contractor through the end of the contract term of February 28, 2026; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the parties hereto agree as follows:

1. The Contractor has changed their name from **FLAGSHIP AIRPORT SERVICES** to **FLAGSHIP AVIATION SERVICES LLC**. The name change has been registered with the Colorado Secretary of State. All references in the Agreement to **FLAGSHIP AIRPORT SERVICES** are hereby amended deleted and replaced with **FLAGSHIP AVIATION SERVICES LLC**.
2. **PART IV COMPENSATION AND PAYMENT SECTION 4.01(A) MAXIMUM CONTRACT LIABILITY** is hereby deleted and amended with the following -

"4.01 MAXIMUM CONTRACT LIABILITY

(A) Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of One Hundred Ninety-Six Million Twenty-Three Thousand Four Hundred Sixty-Seven Dollars and Ten Cents (\$196,023,467.10) (the "Maximum Contract Amount")."

3. **PART VII STANDARD CITY PROVISIONS SECTION 7.11 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT** is hereby deleted and replaced with the following-

"7.11 COMPLIANCE WITH DENVER WAGE LAWS

Compliance with Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

4. **Flagship DEN Staffing Summary - Years 2-5** (found on page 83 of the Existing Agreement) shall be deleted and replaced with the attached Amended Staffing Plan Summary.
5. **Exhibit C Certificate of Insurance** in the Existing Agreement is hereby deleted and replaced with the attached **Exhibit C**.
6. All other terms, provisions and conditions of the Contract are and shall remain valid, enforceable, and in full force and effect as though fully set forth herein.
7. This Second Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number:
Contractor Name:

PLANE-202579146-02 / LEGACY-201953023-02
FLAGSHIP AVIATION SERVICES LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By:

Contract Control Number:
Contractor Name:

PLANE-202579146-02 / LEGACY-201953023-02
FLAGSHIP AVIATION SERVICES LLC

By:

DocuSigned by:

Jim Mikacich

3620605B466D4E6...

Name:

Jim Mikacich

(please print)

Title:

NVP, Aviation Sales

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Amended Staffing Plan Summary				
Staffing Summary Year 1				
Flagship Positions	Daily Average	Total Staff (baseline)	FC, TSA, COVID Spray	Combined FTE
	272	381	18	399
Mgrs., Admins	3	4		4
Supervisors	19	27		27
Shift 1 Custodian I's	77	108	8	115
Shift 1 Custodian II's	4	6		6
Shift 2 Custodian I's	74	104	8	111
Shift 2 Custodian II's	4	6		6
Shift 3 Custodian I's	46	65	1	66
Shift 3 Custodian 2	45	63	2	65

Staffing Summary Contract Year 2						
Flagship Positions	Daily Average	Total Staff (baseline)	FC, TSA, COVID Spray	Year 2 Additional Staff	CEP	Combined FTE
	272	381	18	12	78	489
Mgrs., Admins	3	4		1		4
Supervisors	19	27		1		27
Shift 1 Custodian I's	77	108	8	3	23	115
Shift 1 Custodian II's	4	6				6
Shift 2 Custodian I's	74	104	8	3	23	111
Shift 2 Custodian II's	4	6				6
Shift 3 Custodian I's	46	65	1	3	15	66
Shift 3 Custodian 2	45	63	2	1	18	65

Staffing Summary Contract Year 3							
Flagship Positions	Daily Average	Total Staff (baseline)	FC, TSA, COVID Spray	Year 2 Additional Staff	Year 3 Additional Staff	CEP	Combined FTE
	272	381	18	12	10	80	501
Mgrs., Admins	3	4		1			4
Supervisors	19	27		1			27
Shift 1 Custodian I's	77	108	8	3	5	23	115
Shift 1 Custodian II's	4	6					6
Shift 2 Custodian I's	74	104	8	3	5	23	111
Shift 2 Custodian II's	4	6					6
Shift 3 Custodian I's	46	65	1	3		16	66
Shift 3 Custodian 2	45	63	2	1		18	65

Staffing Summary Contract Year 4										
Flagship Positions	Daily Average	Total Staff (baseline)	FC, TSA, COVID Spray	Year 2 Additional Staff	Year 3 Additional Staff	Year 4 Additional Staff	CEP	AEGL	MT Additional Staff	Combined FTE
	272	381	18	12	10	13	81	8	25	548
Mgrs., Admins	3	4		1		1				6
Supervisors	19	27		1		1				29
Shift 1 Custodian I's	77	108	8	3	5	4	24	4	6	161
Shift 1 Custodian II's	4	6								6
Shift 2 Custodian I's	74	104	8	3	5	4	24	4	7	158
Shift 2 Custodian II's	4	6							3	9
Shift 3 Custodian I's	46	65	1	3		1	16		7	93
Shift 3 Custodian 2	45	63	2	1		2	18		2	88

Staffing Summary Contract Year 5										
Flagship Positions	Daily Average	Total Staff (baseline)	FC, TSA, COVID Spray	Year 2 Additional Staff	Year 3 Additional Staff	Year 4/5 Additional Staff	CEP	AEGL	MT Additional Staff	Combined FTE
	272	381	18	12	10	13	81	8	25	548
Mgrs., Admins	3	4		1		1				6
Supervisors	19	27		1		1				29
Shift 1 Custodian I's	77	108	8	3	5	4	24	4	6	161
Shift 1 Custodian II's	4	6								6
Shift 2 Custodian I's	74	104	8	3	5	4	24	4	7	158
Shift 2 Custodian II's	4	6							3	9
Shift 3 Custodian I's	46	65	1	3		1	16		7	93
Shift 3 Custodian 2	45	63	2	1		2	18		2	88

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION PROFESSIONAL SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: DENCOI@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened

Pollution Endorsement and an MCS 90 endorsement on its policy.

- d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
7. **Excess/Umbrella Liability**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein,

such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)
[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.