

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **INLAND TECHNOLOGIES INTERNATIONAL, LIMITED**, a Minnesota corporation authorized to do business in the State of Colorado (“**Operator**”) (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport through its Department of Aviation (“**DEN**” or the “**Airport**”); and

WHEREAS, the City desires to obtain aircraft deicing fluid (“**ADF**”) storage, distribution and recycling services for the Airport and design-build services for the modernization of the Airport’s aircraft deicing system (“**Aircraft Deicing System**” or “**ADS**”), including as further described in **Exhibit A**); and

WHEREAS, the City solicited and received proposals for such services and the Operator’s proposal was selected, and Operator is qualified and ready, willing, and able to perform the services as set forth in this Agreement; and

WHEREAS, Operator is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner;

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

ARTICLE I. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “**CEO**”) authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Senior Vice President of Sustainability (“**SVP**”). The SVP will designate a Contract Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Operator hereunder shall be processed in accordance with the Contract Manager’s directions.

ARTICLE II. SCOPE OF WORK AND OPERATOR RESPONSIBILITIES

A. Scope of Services. The Operator shall provide services for the Airport as described in the attached Exhibit A or as designated in writing from time to time by the Contract Manager and relating to the services described in Exhibit A (“**Scope of Services**”). Operator shall provide all labor, materials, supplies, equipment, and tools (except as provided in Exhibit A), and perform all related management and administrative services. The Parties agree that Exhibits A and B may be revised following any mutually acceptable changes to the operation of the ADS, and that the revised Exhibits A and B may be substituted by the SVP without the requirement of a formal

amendment to this Agreement as long the costs of such revisions and/or fees will not cause an exceedance of the Maximum Contract Amount stated below. The Scope of Services includes:

1. **System Maintenance, Operation and Management.** The Operator shall provide System Maintenance, Operation, and Management services as described in the attached Exhibit A or as designated in writing from time to time by the Contract Manager and relating to the System Maintenance, Operation, and Management services described in Exhibit A; and

2. **Design-Build Services.** The Operator shall provide Design-Build services to support the modernization and operation of the ADS as described in the attached Exhibit A or as designated in writing from time to time by the Contract Manager and relating to the Design-Build services for the modernization of the ADS as described in the attached Exhibit A. The Design-Build services as described in the attached Exhibit A include the ADS Modernization described in Exhibit A, Section 6.2.1 and may include the Future Design-Build Projects described in Exhibit A, Section 6.2.2.

B. Standard of Performance. Operator shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

C. Services not Exclusive. The Operator expressly understands and agrees that its right to distribute ADF to Airport users is not exclusive.

D. Time Is of the Essence. Operator acknowledges that time is of the essence in its performance of all work and obligations under this Agreement.

E. Agreement Subject to Other Agreements. The Parties anticipate that a supplier of ADF will be chosen by deicing users in consultation with DEN (the “**Supplier**”). The Parties also anticipate that the Operator will enter into an agreement with the Supplier whereby the Operator will provide to deicing users services related to the receipt and storage of ADF, and Operator will operate, maintain, and manage certain portions of the ADS related to the receipt, storage, and blending of ADF for the Supplier at such costs as may be determined pursuant to said Supplier agreement. The City reserves the right to approve any such agreement before the Operator executes it, which approval shall not be unreasonably delayed, withheld, or conditioned. In the event of a conflict between the terms and conditions of this Agreement and any Supplier agreement, such Supplier agreement shall be subordinate to this Agreement, and the terms of this Agreement shall control any conflicting terms in the Supplier agreement.

F. ADF Products. As of the date of execution of this Agreement, the ADF used at the Airport is a propylene-glycol-based product. The Parties agree that propylene-glycol-based products shall continue to be used during the term of this Agreement, except as follows:

1. If the FAA, the State of Colorado, or other regulatory entity requires use of a different product, Operator shall accept such change, and the Parties agree upon appropriate adjustments to Exhibits A and B.

2. If the Airport chooses to use different products for reasons other than regulatory compliance, then the Parties shall work in good faith to mutually agree upon a product and appropriate changes to Exhibits A and B.

G. Operator Property; Use of City Property.

1. **Operator Property.** The Operator is granted permission and the right from the City to enter upon and use the Airport in accordance with its obligations under this Agreement, and

- a. may, in connection with the System Maintenance, Operation, and Management services as described in the attached Exhibit A, from time to time, in its sole discretion and at its sole expense, install machinery, equipment, and other personal property to the ADS as described in the attached Exhibit A, Section 3.5.2, and
- b. shall, in connection with the Design-Build services to support the modernization and operation of the ADS as described in the attached Exhibit A, Section 6.2.1, install machinery, equipment, and other personal property to the ADS,

(the combined property referenced in subsections a. and b., Section G.1 of this Article II, is herein referred to as “**Operator Property**”).

All such Operator Property shall remain the sole property of the Operator in which the City shall have no interest, except as otherwise provided herein. The list of existing Operator Property at the time of Execution of this Agreement is attached as **Exhibit C**. **To retain its exclusive interest, Operator shall identify Operator Property annually by submitting on July 1 of each year during the Term a then-current Exhibit C list of such Operator Property.** City will review the proposed list of Operator Property and object to or approve the list. The City hereby acknowledges and agrees that all components of Operator Property are considered personal property owned by Operator and are not to be considered fixtures under Colorado law. For purposes of clarification, the Operator Property listed on Exhibit C shall be identified as follows:

Section I - Removable Operator Property: The list of Operator Property identified as “**Removable Operator Property**” on Exhibit C including:

- (1) Removable Operator Property as described in Section G.1.b. of this Article II and subject to the Asset Purchase Option set forth at Section 8 of Article IV, and
- (2) Removable Operator Property as described in Section G.1.a. of this Article II and not subject to the Asset Purchase Option set forth at Section 8 of Article IV;

Section II - Fixed Operator Property: The list of Operator Property identified as “Fixed Operator Property” on Exhibit C

Operator shall have the right at any time during the Term, when not in default, to remove any or all Operator Property identified as Removable Operator Property in Section I of Exhibit C at its expense, subject to Operator’s obligation to repair, at its own expense, all damage to Airport property, if any, resulting from such removal, and provided that such right to remove Operator Property will not amend, modify, or release Operator from its obligations to keep the ADS operable and provide the services required by this Agreement.

2. Alteration to Premises.

a. In addition and ancillary to but not including the Design-Build services to support the modernization and operation of the ADS as described in the attached Exhibit A, Sections 6.2.1 and 6.2.2, the Operator may install any fixture or improvement, do or make alterations, construct additions, or do remodeling to the ADS, germane to the use herein or hereafter granted, so long as any such alterations, additions, or remodeling will not impair the capital value nor structurally weaken nor endanger the ADS nor render the ADS inoperable, and so long as the Contract Manager gives prior written approval, which approval shall not be unreasonably delayed or withheld. **Such approved alterations, additions, and remodeling shall become a part of the ADS unless it is Operator Property included on the list of Operator Property at Exhibit C.**

b. In the event of any such alterations, additions or remodeling is made without approval, then upon reasonable notice to do so, the Operator will remove the same or, at the option of the City, cause the same to be changed to the satisfaction of the City. In case of any failure on the part of the Operator to comply with such notice, the City may affect the removal or change, and the Operator shall pay the cost thereof to the City. The Operator in connection with any such installation or improvements will cause to be procured liability insurance and Builders Risk Insurance covering such persons and will otherwise indemnify them as provided for herein. The costs of any such mutually acceptable installation, improvements or alterations shall be the Operator’s expense under the terms provided herein.

c. First-class standards of design and construction will be required in connection with all alteration, and all such improvements shall conform with applicable statutes, ordinances, building codes, regulations and other general requirements of the federal government, the State and the City, including but not limited to compliance with then-current DEN Design Standards, DEN Technical or Performance Specifications, and DEN Tenant Development Guidelines, procurement of general liability and builder's risk insurance and performance and payment bonds, and compliance with worker's compensation, prevailing wage pursuant to Denver Revised Municipal Code Section 20-76 *et seq.*, compliance with the City's Non Discrimination

Policy, and compliance with the Americans with Disabilities Act and its regulations. The approval given by the Contract Manager shall not constitute a representation or warranty as to such conformity; responsibility therefor shall at all times remain with the Operator.

d. Operator shall consult with the City during the design process, including for architectural and aesthetic matters; the City expressly reserves the right to reject designs and layout proposals during this consultation process until they meet with the Contract Manager's approval. The Contract Manager agrees to act promptly upon a request for approval of such plans and/or revisions thereto. If the Airport requests additional architectural or aesthetic changes after plan approval, the Airport agrees to share the cost of preparing and submitting revised designs and layout proposals.

3. **No Obstruction to Air Navigation, and Avigation Easement.** The Operator agrees that no obstruction to air navigation and/or airfield surface and air traffic controller site lines as determined by application from time to time of the criteria of the Federal Aviation Administration, or its successor, will be permitted on the ADS, and any such obstruction placed on the ADS by the Operator shall be removed by it at its own cost and expense. The City specifically reserves the right of unobstructed passage for all aircraft for its use and the use and benefit of the public together with the right to cause such noise, vibrations, and disturbances as may be inherent in the operations of aircraft and an airport. The term "aircraft" as used herein means any contrivance now known or hereafter invented which is used or designed for navigation of or flight in the air, by whomsoever owned and operated. The foregoing easement is granted in the air space over the ADS at a height established by filing of FAA Form 7460-1 applicable to the ADS, and as approved by the FAA.

H. City's Right to Enter, Inspect, and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Operator's operations as is reasonably practicable) to enter upon the ADS for the following purposes:

1. to inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Operator has complied and is complying with the terms and conditions of this Agreement with respect to such premises;
2. to perform maintenance and make repairs and replacements in any case where the Operator is obligated but has failed to do so, after the City has given the Operator reasonable notice so to do; and
3. in the proper exercise of the City's police power.

No such entry by or on behalf of the City upon the ADS shall cause or constitute a termination of the Agreement or be deemed to constitute an interference with the possession thereof by the Operator.

I. Waste or Impairment of Value. The Operator agrees that nothing shall be done or kept in or on the ADS which might impair the value of City property or which would constitute waste or a public or private nuisance.

J. Structural or Electrical Overloading. The Operator agrees that nothing shall be done or kept in or on the ADS and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the ADS which might result in an overload of utility lines serving the Airport or interfere with electric, electronic or other equipment at the Airport. In the event of violations hereof, the Operator agrees to immediately remedy the violation at the Operator's expense.

K. Noise, Odors, Vibrations, and Other Annoyances. The Operator shall conduct its operations in an orderly and proper manner so as not to commit any nuisance on the ADS or annoy, disturb or be offensive to others at the Airport and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, vapors, odors, lights and vibrations.

L. Utilities.

1. The Operator understands and agrees that all utility services required by it during the term of the Agreement for the ADS must be obtained and secured by the Operator at its own expense. The City has installed at its cost all required utility lines or mains to the ADS, but any future relocation or reduction in height, or both such relocation and reduction, of such lines and mains at the request of the Operator shall be at the sole cost and expense of the Operator. Any power lines constructed or installed by or for the Operator shall at all times conform to the height and route limitations imposed from time to time by the City, the CEO, and the Federal Aviation Administration or its successor agency in function. The City is under no obligation to furnish at its expense snow removal or janitorial services, or any other utility, for the ADS. No right-of-way fee or similar fee, charge or toll of any type which appertains only to properties at the Airport shall be made by the City directly or indirectly for any of said utility lines or mains serving the ADS.

2. The Operator shall construct, install and maintain, or shall have constructed, installed and maintained, any storm sewer culverts, storm sewer mains, sanitary sewer system, potable water system, fire hydrants, natural gas mains, roadway lighting, lot lighting, electrical primary service upgrade, tap lines, laterals, switchgear equipment, transformers, cabling and facilities within the ADS in order to maintain, operate, and manage the ADS as set forth in Exhibit A. The Operator shall pay all charges for utility services consumed by the Operator on the ADS. Any electrical power and telecommunication lines constructed or installed by or for the Operator shall be placed underground. The Operator agrees to pay a pro-rata share of any sewerage charges levied against the Airport based upon water consumption.

3. The Operator shall be responsible for complying with all requirements of the owners of existing utilities, pipelines, stormwater conveyance facilities or other existing facilities or infrastructure where crossing of such facilities are constructed by or on behalf of the Operator.

M. Interruption of Services. The Operator agrees that the City shall not be liable for failure to supply any utility services or maintenance services so long as the City is using all commercially reasonable efforts to restore the same. The City reserves the right to temporarily discontinue utility services or maintenance services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the City, the City is unable to furnish such services. The City shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way be construed or operate to release the Operator from any of its obligations hereunder, except as otherwise provided in herein.

N. Common Use Services. The Airport may establish common use services at the Airport, including but not limited to trash and refuse removal, deliveries, industrial waste handling, recycling, snow removal, landscape watering and security guards. The Airport reserves the right to establish charges for common use services based upon documented actual costs. Trash, sewer, and deliveries will be common use services which the Operator may be required to use and pay its pro rata actual share; however, other common use services may be utilized at the Operator's option. The Operator agrees to pay the charges for those common use services which are utilized by the Operator. Notwithstanding the foregoing, the Operator shall not be required to use such common use services if to do so would be a violation of the Operator's then existing service agreements.

O. Master Layout Plan. The Operator agrees that no liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master layout plan for the Airport and waives any right to claim damages or other consideration arising therefrom.

P. Inconveniences During Construction. The Operator recognizes that from time to time during the Term of this Agreement, it may be necessary for the City to commence or complete extensive programs of construction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be completed and operated in accordance with any present or future layout plan, and that such construction, expansion, relocation, maintenance and repair may inconvenience the Operator in its operation at the Airport. The Operator agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences, and the Operator waives any right to claim damages or other consideration therefrom.

Q. Subcontractors.

1. In order to retain, hire, and/or contract with an outside subcontractor for work under this Agreement, Operator must obtain the prior written consent of the Contract Manager. Operator shall request the Contract Manager's approval in writing and shall include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the City.

2. The Contract Manager shall have the right to reject any proposed outside subcontractor deemed by the Contract Manager to be unqualified or unsuitable for any reason to perform the proposed services. The Contract Manager shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them. The Contract Manager shall exercise reasonableness in making such decisions regarding subcontractors.

3. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

4. Operator is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Operator shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (§§ 20-107 through 20-118).

5. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City’s approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City’s approval of a subcontractor does not relieve Operator of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

R. Key Personnel Assignments. Operator or its subcontractor(s) shall assign key personnel to perform work under this Agreement (“**Key Personnel**”). It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Operator may replace Key Personnel only upon written notice to and the written approval of the Contract Manager, which approval shall not be unreasonably delayed, withheld or conditioned. If the Contract Manager does not respond to Operator’s written notice within fifteen (15) days of receipt of the notice, Operator’s Key Personnel replacement shall be approved. If, during the Term of this Agreement, the Contract Manager determines that the performance of any Key Personnel is not acceptable, the Contract Manager shall notify Operator and may give Operator notice of the period of time which the Contract Manager considers reasonable to correct such performance. If Operator fails to correct such performance, then the City may notify Operator that such Key Personnel will not be retained on this project. Within ten (10) business days of receiving this notice, Operator shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Contract Manager, which approval shall not be unreasonably delayed, withheld or conditioned. Operator’s failure to obtain the Contract Manager’s approval shall be grounds for Termination for Cause in accordance with Section B.2 of Article IV.

ARTICLE III. OWNERSHIP AND DELIVERABLES

A. "Proprietary Information" means confidential proprietary information designated as such in writing (which may include business, financial or technical data, machine-readable or interpreted information, information contained in physical components, design

information, concepts, cost information, estimates, specifications, reports, etc. in written or other permanent form) that the Operator delivers to the City. A non-written disclosure shall be considered Proprietary Information to the extent that such disclosure is orally identified as Proprietary Information at the time of disclosure and is confirmed in writing by Operator. Notwithstanding the foregoing, information which is orally or visually disclosed to the City by the Operator, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if (i) it would be apparent to a reasonable person, familiar with the Operator's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Operator or if (ii) the Operator, within 30 days after such disclosure, delivers to the City a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the representatives of the City to whom such disclosure was made. All Proprietary Information shall remain the property of Operator.

B. Operator Intellectual Property. The Parties acknowledge that Operator has developed certain specialized technology, including, without limitation, designs, discoveries, inventions, products, procedures, drawings, notes, documents, information, and materials ("**Operator Technology**") that it is willing to use in connection with the design or manufacture of the Operator Property or incorporate into the Operator Property. Operator shall own exclusively and perpetually all worldwide right, title, and interest in and to all Proprietary Information, documentation, methodologies, processes, designs, specifications, drawings, inventions, intellectual property, software, data rights, materials, inventions, patents, copyrights, trademarks, trade secrets, know-how, products, works of authorship, and technology, including, but not limited to, software and technical data, tools, methodologies, development aids, and all intellectual property associated therewith constituting the Operator Technology which may be embedded in the Operator Property and its methods of use, function and manufacture ("**Operator Background Intellectual Property**"). Further, the Parties acknowledge that Operator may develop in connection with the performance of its responsibilities hereunder, or independent hereof, improvements related to the Operator Property which may be the subject of patents, copyrights, trademarks, trade secrets, know-how and works of authorship ("**Operator Foreground Intellectual Property**"). The Operator Technology, Operator Background Intellectual Property, and Operator Foreground Intellectual Property shall be referred to in this Agreement collectively as "Operator Intellectual Property". Operator shall have the right to apply for, obtain, enforce, and hold in its own name all patents, trademark, copyright, and trade dress registrations, or any other similar legal protection for such Operator Background and Foreground Intellectual Property.

C. License to Use Operator Intellectual Property. The City shall have no rights or interests in Operator Intellectual Property except as described in this Agreement. All right, title and interest in and to Operator Intellectual Property shall be and shall remain the sole property of Operator. To the extent Operator incorporates any such Operator Intellectual Property into any works made for hire under this Agreement or Operator Property purchased by the City from Operator pursuant to Section B.8 of Article IV. of this Agreement, upon receipt of payment for any such works made for hire under this Agreement or Operator Property purchased by the City, Operator hereby grants the City a perpetual, royalty-free, irrevocable, worldwide, non-exclusive, non-sublicensable, non-assignable, non-transferable paid-up license to use the Operator Intellectual Property solely in connection with the use of works made for hire under this Agreement or Operator Property purchased by the City from Operator pursuant to Section B.8 of Article IV

of this Agreement which incorporate or use such Operator Intellectual Property, and solely in connection with the operation of the ADS at the Airport, whether such operation of the ADS is by the City, directly, or by a duly authorized agent or contractor of the City. The City is not granted any other right to Operator Intellectual Property and shall not permit its officers, employees, agents, contractors, subcontractors, and other representatives to copy, create derivative works, reverse engineer, sublicense, transfer, or sell the Operator Intellectual Property.

D. Deliverables. Upon payment by the City to Operator, all records, data, deliverables, and any other written work product prepared by Operator for the purpose of performing the System Maintenance, Operation and Management services as described in attached Exhibit A to this Agreement shall become the sole property of the City with the exception of Proprietary Information and Operator Intellectual Property, which shall remain the sole property of Operator. Thereafter, upon reasonable request by the City, or based on any schedule agreed to by Operator and the City, Operator shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Operator or otherwise saved or maintained by Operator as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties.

E. Review. Operator also agrees to allow the City to review any of the procedures Operator uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the Scope of Services, for up to three (3) years after termination of this Agreement. Upon written request from the City, Operator shall deliver any information requested pursuant to Section D of this Article III within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire on the fifteenth (15th) anniversary of the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). Except as otherwise provided in this Article IV, Operator has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

B. Termination.

1. **Termination for Convenience.** The City may terminate this Agreement at any time without cause with at least ninety (90) days prior written notice to Operator.

2. **Termination for Cause by the City.** In the event Operator fails to perform any provision of this Agreement, the City may provide Operator with written notice of the breach and shall allow Operator an Opportunity to Cure.

a. **Opportunity to Cure.** Upon receiving the City’s notice of breach pursuant to Section B.2 of this Article IV, Operator shall have five (5) days, or such longer time as the CEO may permit, to commence remedying its defective performance. If Operator diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then

this Agreement shall not terminate and shall remain in full force and effect. If Operator fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement for cause upon ten (10) days written notice to Operator. Notwithstanding anything herein to the contrary, upon a termination for cause, the City shall have a duty to mitigate damages in accordance with applicable law.

3. **Obligation to Continue Performance.**

- a. In recognition of the essential nature of the services being performed pursuant to this Agreement, in the event this Agreement is terminated by the City either without cause or for cause, the City may opt, upon notice to the Operator, to keep this Agreement in full force and effect, and the Parties shall continue to be responsible for any and all of their respective obligations under this Agreement until the earlier of one of the following events:
 - i. the City, acting with reasonable promptness, replaces the Operator and the transition of responsibility for providing the services previously provided by the Operator to a new service provider is completed; or
 - ii. the expiration of this Agreement.
- b. If the Term expires prior to Operator completing any work under this Agreement that commenced prior to the Expiration Date, the CEO or their authorized representative may issue a written notice to Operator that this Agreement shall remain in full force and effect until the completion of such services.

4. **Termination for Cause by Operator.** In the event the City fails to perform any provision of this Agreement, Operator may provide the City with written notice of the breach and shall allow the City an Opportunity to Cure.

- a. **Opportunity to Cure.** Upon receiving Operator's notice of breach pursuant to Section B.4 of this Article, the City shall have five (5) days, or such longer time as Operator may permit, to commence remedying its defective performance. If the City diligently cures its defective performance to Operator's satisfaction within a reasonable time as determined by Operator, then this Agreement shall not terminate and shall remain in full force and effect. If the City fails to cure the breach to Operator's satisfaction, then Operator may terminate this Agreement for cause upon ten (10) days written notice to the City. Notwithstanding anything herein to the contrary, upon a termination for cause, Operator shall have a duty to mitigate damages in accordance with applicable law.

5. **Compensation for Services Performed Prior to Termination.** Except as stated in Sections B.3 and B.6 of this Article IV, if this Agreement is terminated by either

the City or Operator, the City shall pay Operator the reasonable cost for only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the effective date of termination, whether or not invoiced by Operator prior to the effective date of termination. Except as stated in Sections B.3 and B.6 of this Article IV, Operator has no right to compensation for services performed after the effective date of termination.

In addition, if this Agreement is terminated by either the City or Operator, Operator shall be compensated in full for the full unrecovered and unamortized value on the effective date of termination of the substantially complete capital and infrastructure improvements and installations to the ADS including, but not limited to, any improvements to DEN-owned property or infrastructure and the Removable Operator Property and Fixed Operator Property (listed on Exhibit C) installed in connection with the Design-Build services to support the modernization and operation of the ADS as described in the attached Exhibit A, Section 6.2.1 (ADS Modernization) and Section 6.2.2 (Future Design Build projects) (together such ADS Modernization and Future Design Build improvements and installations are referred to as “**Financed Property**”), and including the buy-out price or removal cost, as applicable, for Removable Operator Property subject to the City’s purchase option at Section B.8 of this Article IV.

6. **Reimbursement for Cost of Orderly Termination.** In the event of Termination for Convenience pursuant to Section B.1 of this Article IV, Operator may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience within six (6) months from the effective date of termination. Such costs include:

- a. the reasonable cost of those services performed to the satisfaction of the CEO or his/her authorized representative prior to the effective date of termination, whether or not invoiced prior to the effective date of termination, and
- b. the reasonable costs incurred as a direct result of the termination including, but not limited to:
 - i. the cost of inventoried materials and supplies,
 - ii. the cost of special tooling and test equipment,
 - iii. unrecovered starting load or preparatory costs,
 - iv. employee severance payments and dismissal wages,
 - v. costs continuing after termination such as lease/rental payments and site demobilization and clean-up,
 - vi. general and administrative expenses,
 - vii. allocable profit,
 - viii. costs incurred in settlement of terminated subcontractor and supplier contracts,
 - ix. settlement expenses such as accounting, legal, and clerical costs, expenses reasonably necessary to settle termination related claims and prepare the termination settlement proposal, and property storage, transportation, protection and disposition costs, and

- x. any other Operator costs directly attributable to the City's termination action.

In addition, in the event of Termination for Convenience pursuant to Section B.1 of this Article IV, and regardless of whether Operator requests reimbursement for the cost of orderly termination associated with the Termination for Convenience, Operator shall be compensated in full for the full unrecovered and unamortized value on the effective date of termination of the substantially complete capital and infrastructure improvements and installations to the ADS including, but not limited to, any Financed Property, and including the buy-out price or removal cost, as applicable, for Removable Operator Property subject to the City's purchase option at Section B.8 of this Article IV.

In no event shall the total sums paid exceed the Maximum Contract Amount.

7. Removal of Removable Operator Property.

- a. Upon the expiration or earlier termination of this Agreement, the Operator shall return the ADS to the City in good operation and safe condition, reasonable wear and tear and damage from events of force majeure excepted. Within sixty (60) days of expiration or termination of this Agreement, the Operator is hereby obligated, at its own expense, to remove any Removable Operator Property and repair all damage resulting from the removal of such Removable Operator Property, unless the SVP in his/her sole discretion gives written approval for Removable Operator Property to be left on site or such equipment is subject to the Asset Purchase Option described in Section B.8 of this Article IV and purchased from the Operator by the City or removed by the Operator in exchange for the removal price pursuant to Section B.8 of this Article IV. If the SVP grants such approval or elects to purchase Removable Operator Property pursuant to Section B.8 of this Article IV, title to such Removable Operator Property shall be considered a fixture.
- b. Upon the City's written request, the Operator shall provide, within ten (10) business days after the Operator's receipt of such a request, a written plan setting forth the schedule for removing all or a portion of the Removable Operator Property. The Operator shall cooperate in good faith with the City to schedule the removal of the Removable Operator Property so as to minimize disruption of services.
- c. If the Operator fails to remove any of the Removable Operator Property as required by this Article, the City may, at its option, keep and retain such Removable Operator Property or dispose of the same and retain any proceeds therefrom; and the City shall be entitled to recover from the Operator any costs of the City to remove the Removable Operator Property and repair any resulting damage in excess of the actual proceeds, if any, received by the City and from disposition thereof. If the City removes any of the Removable Operator Property, the Operator hereby specifically

agrees to indemnify and hold the City harmless from all costs, losses, expenses or damages incurred in relation to the removal of the Removable Operator Property, including all costs of associated remedial actions, fines, or penalties, reasonable attorney's fees, and other professional fees.

8. Asset Purchase Option. Upon the expiration or earlier termination of this Agreement, the City shall have the irrevocable and exclusive option, exercisable at the City's sole discretion, to (i) purchase from Operator all of the Operator Property identified as Removable Operator Property and subject to this Asset Purchase Option in Section I, Subpart 1) of the attached Exhibit C, as amended, (the "**Purchase Option Property**") for the purchase price set forth in Exhibit B, as amended, or (ii) have all of the Purchase Option Property removed by Operator for the removal price set forth in Exhibit B, as amended. If less than all of the Purchase Option Property is purchased by the City, the Parties shall negotiate in good faith and agree on a purchase price for the Purchase Option Property the City decides to purchase and the removal price for the Purchase Option Property to be removed by Operator. The Parties shall negotiate in good faith and enter into a separate asset purchase agreement, specifying the terms and conditions of the City's purchase of the Purchase Option Property. The Parties agree that the Purchase Option Property does not include the Operator Property identified as Fixed Operator Property in Section II of the attached Exhibit C, as amended, or the Operator Property identified as Removable Operator Property in Section I, Subpart 2) of the attached Exhibit C, as amended, and not subject to the Asset Purchase Option described in this Section 8 of Article IV.

9. No Claims. Except as otherwise provided in this Article IV, upon termination of this Agreement, Operator shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Operator shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

ARTICLE V. COMPENSATION, ACCOUNTING, AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **Thirty Eight Million Forty-Six Thousand Two Hundred Twenty Four Dollars (\$38,046,224.00.00)** (the "**Maximum Contract Amount**") for the Term of this Agreement unless such Maximum Contract Amount is increased by a formal amendment. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Operator beyond that specifically described in Exhibit A or as designated in writing from time to time by the Contract Manager and relating to the services described in Exhibit A. Any services performed beyond those in Exhibit A or as designated in writing from time to time by the Contract Manager and relating to the services described in Exhibit A, unless performed pursuant to a change order or amendment to this Agreement, are performed at Operator's risk and without authorization under the Agreement.

B. Fee. The City hereby agrees to pay the Operator, and Operator agrees to accept as its sole compensation for its services rendered under this Agreement, the rates and reimbursable expenses as outlined in **Exhibit B**. The Parties agree that Exhibit B may be revised following any mutually acceptable changes within the Scope of Services, changes in the fees associated with the Future Design Build Projects described in Exhibit A, Section 6.2.2, and/or cost increases including,

but not limited to, increases in prevailing wages or fringe benefits, and that revised Exhibits A and B may be substituted by the SVP without the requirement of a formal amendment to this Agreement, **excepting that** no such change to Exhibit B shall be considered a change to the Maximum Contract Amount, which can only be changed by amendment.

C. Payments. Any payments required to be made to Operator shall be in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, *et. seq.*, subject to the Maximum Contract Amount. Operator agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

D. Invoices. Fee payments and or credits shall be invoiced as described in Exhibit B. Invoices by the Operator for reimbursement of equipment replacement costs in accordance with Section F of this Article V may be submitted at the completion of the work and upon acceptance of the work by the City, and need not wait for the next following invoice. All invoices shall be submitted in accordance with this Section, as follows:

1. A brief status report which describes the progress of the work and a summary of the work performed during the period covered by the invoice.
2. A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Operator and shall be available for examination by the City, at City request.
3. The amounts shown on the invoices shall comply with and clearly reference the Scope of Services, the hourly rate where applicable, and allowable reimbursable expenses.
4. Operator shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses and reimbursable equipment replacement costs in accordance with Section F of this Article V, where billing is based upon such items.
5. The signature of an officer of Operator, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

E. Non-Reimbursable Costs. Except as otherwise provided herein, the Operator shall pay all management, operating, and maintenance costs related to performing services required under this Agreement, including but not limited to the following: staffing, including benefits; fluid management; system support; accounting services; training; travel; management support; administrative support; insurance; utilities; janitorial functions; equipment rental; equipment maintenance and fueling; supplies; outside services; marketing; consulting; environmental services; permits and inspections; legal services; audit costs; memberships and fees; freight costs; and wastewater discharge fees. The City shall not be responsible any maintenance costs for equipment owned by the Operator.

F. Equipment Replacement Costs. Equipment owned and provided by the City for use by the Operator is identified in **Exhibit A, Attachment 1**. Equipment replacement costs for

equipment owned by and provided by the City and deemed eligible for reimbursement, as described in **Exhibit A, Attachment 1**, will be paid by the City. Operator shall comply with any applicable City ordinances, including those for Prevailing Wage and participation of Minority and Women owned Business Enterprises, when performing any replacement of City equipment. The Operator shall notify the City in advance of the need to replace any such equipment and shall include estimated costs and justifications. Replacement is subject to approval of the Contract Manager, which approval shall not be unreasonably delayed, withheld or conditioned.

G. Monthly Product Accounting. The Operator agrees to provide to the City monthly on the tenth day of each month following the reporting period, an accounting of the volume of propylene glycol, additive pack, and blended ADF delivered to the Operator by the Suppliers, the volume of ADF blended on site, the volume of ADF provided to each user or airline, the volume of Spent ADF received by the Operator, the PG Equivalent Gallons received by the Operator; the volume of Spent ADF recycled by the Operator, and the volume of Reclaimed Glycol produced by the Operator. The City may reasonably require the Operator to provide any other information related to the management, operation, or maintenance of the ADS.

H. Disputed items. The City reserves the right to reject and not pay any invoice or part thereof where the Contract Manager determines that the amount invoiced exceeds the amount which should be paid based upon the work which has been performed. The City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under the provisions of this Agreement shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. Section 5-17.

I. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Operator acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

J. Payment Source. For payments required under this Agreement, the City shall make payments to Operator solely from funds of the City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

ARTICLE VI. INSURANCE AND BOND REQUIREMENTS

A. Unless alternative insurance requirements are approved in writing by DEN's Risk Manager, Operator shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit D** ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in Exhibit D. All certificates of insurance and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.

Unless specifically excepted in writing by DEN Risk Management, if Operator shall be using subcontractors to provide any part of the services under this Agreement, Operator shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under Exhibit D; or
2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

B. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Operator from liabilities arising out of the performance of the terms and conditions of this Agreement by Operator, its agents, representatives, employees, or subcontractors. Operator shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Operator is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

C. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Operator; (ii) damage, theft, or destruction of Operator's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

D. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

E. Payment and Performance Bonds.

1. Initial Construction Bonds: Within ten (10) business days of the execution of this Agreement, the Operator shall deliver to the Contract Manager valid payment and performance bonds each in 100% of the amount of the initial construction work to be performed under the Agreement described in Exhibit A, Section 6.2.1 in the form attached as **Exhibit F-1** or otherwise acceptable to DEN in its reasonable discretion (“**PP Bonds**”). The PP Bonds are to secure payment and completion of the work being performed in connection with the ADS Modernization project described in Exhibit A, Section 6.2.1. The initial PPs shall stay in place for one year after the completion of the ADS Modernization project.
2. O&M Payment and Performance Bond. Within ten (10) business days of the expiration in June 2022 of the existing Bond (KO 73 29 12 A), the Operator shall deliver to the Contract Manager a valid corporate performance bond in the form attached as **Exhibit F-2**, a bank letter of credit, or such other surety in a form acceptable to DEN in its reasonable discretion (“Corporate Bond”) in the amount of the annual management fee related to ADS system

operation. The Corporate Bond is to secure the Operator's management term required under the Operations and Maintenance portions of this Agreement.

- a. Notwithstanding the contract duration outlined in the contract specifications, any Corporate Bond issued in connection with this project will be valid for a period of one (1) year only, and shall be extended by rider at the surety's discretion. The surety shall have the right to cancel the Corporate Bond at any time upon giving ninety (90) days' notice in writing to the Operator and to the City, but the surety shall be liable hereunder as aforesaid from the effective date of this Corporate Bond up to the expiration date of the said notice of cancellation. The decision of the surety to cancel the Corporate Bond shall not constitute grounds for a claim under the Corporate Bond. The surety shall not be liable for a greater sum than the penalty specified in the Corporate Bond, nor shall the bond penalty be cumulative from term to term.
 - b. If the surety provides notice of cancellation or failure to extend of the Corporate Bond to the Operator or otherwise cancels, fails to renew, or fails to extend the Corporate Bond, Operator shall notify DEN as soon as feasible and shall also inform DEN of its new form of replacement Corporate Bond. Any failure to timely replace a canceled or unextended Corporate Bond shall be a material breach of this Agreement by the Operator.
3. Future Construction. If Future Design-Build Projects described in Exhibit A, Section 6.2.2 are authorized, the Operator shall deliver to the Contract Manager valid Payment and Performance Bonds, in the form attached as Exhibit F-1 or otherwise acceptable to DEN in its reasonable discretion, in the amount of 100% of the value of the Future Design-Build Project authorized, such bond to stay in place for one year after the completion of the authorized project.
 4. The amounts of these Bonds shall be subject to increase by the CEO, should the CEO deem the initial amount insufficient because the Operator is or has been in arrears on payments or performance or has violated any terms of this Agreement.
 5. The City agrees to accept one or more bonds or bank letters of credit to secure the Operator's Bond obligations under this Agreement entered into by the City and the Operator. Such Bonds shall be payable to the City upon a declaration of default by the CEO without condition and in amounts sufficient to cure such default. Such Bonds shall guarantee to the City the full and faithful performance of all of the terms and provisions of this Agreement by the Operator, as said Agreement may be amended, supplemented, or extended.

ARTICLE VII. DEFENSE AND INDEMNIFICATION

A. Operator hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been

specifically determined by the trier of fact to be caused by the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Operator or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Operator's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Operator's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Operator will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Operator under the terms of this indemnification obligation. The Operator shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement for such period as may be prescribed by the applicable statute of limitations.

ARTICLE VIII. DISPUTES

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Operator's right to appeal the determination under Colorado Rules of Civil Procedure, Rule 106.

ARTICLE IX. ENVIRONMENTAL REQUIREMENTS

A. Operator, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

B. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated

biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

C. Operator shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

D. Operator agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Operator agrees to evaluate methods to reduce the generation and disposal of waste materials.

E. In the case of a release, spill or leak as a result of Operator's activities under this Agreement, Operator shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Operator shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Operator of any pollutant or hazardous material.

ARTICLE X. GENERAL TERMS AND CONDITIONS

A. Status of Operator. Parties agree that the status of Operator shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in §9.1.1(E)(x) of the Charter of the City and County of Denver (the "City Charter"). It is not intended, nor shall it be construed, that Operator or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Operator shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO or his/her authorized representative, which consent shall not be unreasonably delayed, withheld or conditioned. Any attempt by Operator to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Agreement and all rights of Operator hereunder.

C. Compliance with all Laws and Regulations. Operator and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the City Charter, ordinances and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

1. Operator agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Operator will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained

proper permission, all releases, and other necessary documents. If Operator prepares any documents which specify any material, equipment, process or procedure which is protected, Operator shall disclose such patents, trademarks and copyrights in such documents.

2. Pursuant to Article VII, Operator shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law. Notwithstanding the above, Operator's indemnity obligation will not apply to any infringement claim resulting from either (i) Operator's use of designs or specifications provided by the City, (ii) the use of Operator's services, works made for hire or Operator Property in combination with property not provided by Operator or after modification or alteration of Operator's services, works made for hire or Operator Property by any party other than Operator, if infringement would not have occurred from use of Operator's services, works made for hire or Operator Property by itself or without the modification or alteration, or (iii) the City's failure to use corrections or enhancements made available by Operator and accepted in writing by the City if such corrections and enhancements retain equivalent functionality and are provided free of charge.

E. Notices.

1. Formal Notices. Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Operator to: Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to: Roger Langille
14 Queen Street
Truro, Nova Scotia
Canada B2N 2A8

With copy to: Morrison Sund PLLC
Attn.: Michael J. Murphy
5125 County Road 101, Suite 200
Minnetonka, MN 55345

2. Delivery. Formal notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by nationally recognized overnight service. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either Party may from time to time designate substitute addresses or persons where and to whom such notices are to be

mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

3. Informal Correspondence. Other non-essential notices and day-to-day correspondence between the Parties may be done via email and shall be directed to the City's Contract Manager and/or Operator's Operations Manager.

F. Rights and Remedies Not Waived. In no event shall any payment by a Party hereunder constitute or be construed to be a waiver by such Party of any breach of covenant or default which may then exist on the part of the other Party. The Party making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default. A Party's assent expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Operator, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Operator receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

I. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

J. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

K. Cooperation with Other Operators.

1. The City may award other contracts for additional work, and Operator shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Operator to coordinate its work under this Agreement with one or more such contractors.

2. Operator shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

L. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

M. Force Majeure. No Party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, explosion, sabotage, radioactive or chemical contamination, strikes, lockouts, blockade, unusual delay by common carriers, unavoidable casualties, war, armed conflict, riots or civil disturbance, insurrection, revolution, acts of terrorism, acts of civil or military authority, natural disaster, acts of God, judicial action, epidemics, pandemics, or any other causes beyond the control of the Parties. In the event that either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of events of Force Majeure or actions of decrees of government bodies, the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

N. Coordination and Liaison. Operator agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Contract Manager, along with any City agency, or any person or firm under contract with the City doing work which affects Operator's work.

O. No Authority to Bind City to Contracts. Operator has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Operator information concerning matters that may be necessary or useful in connection with the work to be performed by Operator under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Operator understands and acknowledges that the information provided by the City to Operator may contain unintended inaccuracies. Operator shall be responsible for the verification of the information provided to Operator.

Q. Taxes and Costs. Operator shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

ARTICLE XI. STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Operator is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. Minority/Women Business Enterprises. Operator shall be subject to the City's ordinance, D.R.M.C. Chapter 28, Article III ("**MBE/WBE Ordinance**") which prohibits

discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of the City-owned facilities. The goals for this Agreement are 0% O&M, 0% Design, and 10% Construction of the distillation modernization phase. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. Operator must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of Operator to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded at 0% O&M, 0% Design, and 10% Construction of the distillation modernization phase, for the duration of this Agreement, unless the City initiates a material alteration to the Scope of Services.

C. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Operator shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Operator further agrees to insert this provision in all subcontracts hereunder.

D. Prevailing Wage. To the extent required by law, Operator shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits (**Exhibit E**) in effect on the Effective Date of this Agreement.

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Operator will receive no additional compensation for increases in prevailing wages or fringe benefits.

2. Operator shall provide the Auditor with a list of all subcontractors providing any services under the contract.

3. Operator shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

4. Operator shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

5. If Operator fails to pay workers as required by the Prevailing Wage Ordinance, Operator will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Operator fails to pay required wages and fringe benefits.

E. City Minimum Wage. To the extent required by law, Operator shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, §§20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Operator expressly acknowledges that Operator is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Operator, 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.

F. Advertising and Public Disclosures. Operator shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or his/her authorized representative, which approval shall not be unreasonably delayed, withheld or conditioned. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Operator shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Operator's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

G. Colorado Open Records Act.

1. Operator acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 et seq., and Operator agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Operator asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Operator to the City shall be considered confidential by the City only to the extent provided in CORA, and Operator agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

2. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Operator of such request in order to give Operator the opportunity to object to the disclosure of any material Operator may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Operator objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Operator agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Operator does not wish disclosed. Operator agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Operator's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be

ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

H. Examination of Records and Audits.

1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Operator's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Operator shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information upon reasonable prior notice and during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Operator to make disclosures in violation of state or federal privacy laws. Operator shall at all times comply with D.R.M.C. §20-276.

2. Additionally, Operator agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or his/her representative, shall have the right to examine any pertinent books, documents, papers and records of Operator related to Operator's performance of this Agreement, including communications or correspondence related to Operator's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

3. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Operator which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Operator further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

I. Use, Possession or Sale of Alcohol or Drugs. Operator shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Operator from City facilities or participating in City operations.

J. City Smoking Policy. Operator and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

K. Conflict of Interest.

1. Operator and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity or conduct which would result in a conflict of interest. Operator represents that it has disclosed any and all current or potential conflicts of interest, including transactions, activities, or conduct that would affect the judgment, actions, or work of Operator by placing Operator's own interests, or the interest of any party with whom Operator has a contractual arrangement, in conflict with those of the City.

2. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Operator written notice which describes such conflict. Operator shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

L. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Operator is liable for any violations as provided in said statute and ordinance.

2. Operator certifies that:

- a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Operator also agrees and represents that:

- a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- b. It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Operator that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
- e. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Operator will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
- f. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of D.R.M.C. § 20-90.3.

ARTICLE XII. SENSITIVE SECURITY INFORMATION

Operator acknowledges that, in the course of performing its work under this Agreement, Operator may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Operator specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Operator understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN’s Security Office.

ARTICLE XIII. DEN SECURITY

A. Operator, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Operator or the City by the FAA or TSA. If Operator, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Operator shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Operator must pay this amount within fifteen (15) days from the

date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Operator and/or its agents will be deducted directly from the invoice for that billing period.

B. Operator is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Operator. The fee/fine will be deducted from the invoice at time of billing.

ARTICLE XIV. FEDERAL RIGHTS

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Operator shall comply with the Standard Federal Assurances identified in Appendix 1.

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Attachments. This Agreement consists of Articles I through XV which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Services
- Exhibit B: Schedule of Rates and Fees; Contract Pricing Structure
- Exhibit C: Operator Property at Time of Execution of Agreement
- Exhibit D: Insurance Requirements
- Exhibit E: Prevailing Wage Rates
- Exhibit F: Example Bond Forms

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Article I through XV and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix 1
Article I through XV hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Operator in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES, APPENDICES, AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-202054011-00
Contractor Name: INLAND TECHNOLOGIES INTERNATIONAL,
LIMITED

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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:
LIMITED

PLANE-202054011-00
INLAND TECHNOLOGIES INTERNATIONAL,

DocuSigned by:
Roger Langille
By: C0646770B49A41E...

Name: Roger Langille
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**Standard Federal Assurances and Nondiscrimination
Non-Federal Contract Provision**

A5 CIVIL RIGHTS – GENERAL

A5.3.1 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 TITLE VI SOLICITATION NOTICE

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices

when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b) Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
 - C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (Title of Sponsor) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Sponsor) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor / Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 Occupational Safety and Health Act Of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit A: Inland, 202054011

SCOPE OF SERVICES

1.0 Background

1.1 DEN maintains an extensive aircraft deicing system (ADS) to receive, store, and distribute aircraft deicing fluid(ADF) and to collect and treat spent ADF. The ADS includes equipment to blend Type 1 ADF on site, tanks to store Type I ADF in a centralized location, and underground piping to distribute the ADF to storage tanks and truck fill stations on the airfield. It also supports the storage and distribution of Type IV ADF directly to tanks located near aircraft deicing locations. Once ADF is applied to aircraft, the ADS enables passive collection of spent ADF at deicing locations, conveyance to storage vessels, and reclamation of propylene glycol (PG) from the spent ADF.

2.0 General System Maintenance, Operation and Management Scope of Services

2.1 The Operator is to provide ADF distribution and recycling services, as follows:

- 2.1.1 Maintain the ADS to ensure reliable, safe, and efficient operating conditions and repairs.
- 2.1.2 Receive and store ADF on site for use in and by the users of DEN's ADF distribution system.
- 2.1.3 Maintain an accurate inventory record of onsite ADF supplies. Inventory reports shall be made available to the ADF supplier, the City, and the airlines as needed and/or requested.
- 2.1.4 Distribute ADF to deicing pads A, B, C/J, D (South Cargo), and WA as detailed in Section 3.
- 2.1.5 In coordination with the City, operate valves on the dedicated deicing pads A, B, C/J, and WA before, during, and after deicing events to route runoff to collection tanks for subsequent recycling.
- 2.1.6 As an Additional Service (see Section 4), operate valves and provide services for collection of fluids from deice pads D (South Cargo) and EE as described in Section 3.
- 2.1.7 Collect fluids containing one percent or greater glycol generated on all the dedicated deicing pads at DEN. If approved by the Contract Manager, collection of deicing fluids to the extent practical by means of a glycol recovery vehicle (GRV) or similar equipment on the cargo ramp, deice pad D, and deice pad EE is acceptable and will be considered Additional Services. The Operator must accept for recycling any deicing fluids greater than one percent glycol collected by others (e.g., airlines or deicing vendors) from any full deicing area.
- 2.1.8 Treat collected fluids through recycling using any DEN supplied equipment, as supplemented by vendor supplied equipment.
- 2.1.9 Maintain an accurate inventory record of all spent ADF collected and recycled.
- 2.1.10 Operate and maintain the infrastructure necessary to provide the elements of services described above.
- 2.1.11 Track and assess the condition of the infrastructure necessary to provide the elements of services described above.

2.2 The Operator may also provide the following services, with prior written approval from the DEN Contract Manager:

- 2.2.1 Blending of ADF on site for subsequent onsite distribution.
 - 2.2.2 Blend ADF for supply to other locations (e.g., other airports).
 - 2.2.3 Collection of fluids using glycol recovery vehicles (GRVs), block and pump, or other pre-approved methods.
 - 2.2.4 Providing pre-treatment or other approved means to enhance the recyclability of the spent ADF and/or increase the operational efficiency of existing recycling facilities.
 - 2.2.5 Recycling of fluids generated and captured from other areas at DEN (e.g., concourses, hangars, general aviation).
- 2.3 The Operator may have the option to provide the following services; however, only with prior written approval from DEN, which will only be provided if and when the activity is authorized by an appropriate discharge permit(s) secured by DEN or the Operator, as applicable:
- 2.3.1 Recycle spent ADF generated at other locations (e.g., other airports)
- 2.4 The Operator shall provide a local full time Operations Manager whose sole responsibility is management of the work detailed in this scope of services. This manager shall have overall responsibility for management of the Glycol Facility and associated infrastructure.

3.0 Detailed Information on the System Maintenance, Operation and Management Scope of Services

- 3.1 Maintenance. The Operator must maintain the DEN ADS to ensure reliable, safe, and efficient operating conditions and repairs. This includes DEN-owned elements of the system, including equipment currently in place, equipment added in accordance with this contract, and any operator-owned equipment. Specifically, the Operator shall employ the expertise and resources needed to maintain the ADS and keep it in working order with the ability to respond 24-hours a day, 7 days a week, 365 days a year. The maintenance must be performed in accordance with the Terms & Conditions of the contract; the Operator's maintenance plan and routine maintenance schedule; manufacturer's recommendations; and all applicable local, state, federal, and commercial industry standards, codes, and regulations.
- 3.1.1 Preventive Maintenance. Preventive maintenance must include all the routine work that is provided in the manufacturer's written recommendations, as reasonably available, and/or Operator's approved recommended maintenance program. This includes daily, weekly, monthly, quarterly, and/or annual maintenance or repairs as required to keep the ADS components in working order. Requirements will vary from device to device and must be included in the Operator's maintenance plan and the routine maintenance schedule.
 - 3.1.2 Routine Testing and Inspections. Routine testing and inspections must include additional inspections that must be performed to verify the proper operation of the ADS. Some of these inspections must be performed by third party inspectors (e.g., cathodic protection testing of DEN assets managed by the Operator). Other necessary testing and inspections must be performed by the Operator.
 - 3.1.3 Operator's Maintenance Plan. From the time of award, the Operator will have 90 days for discovery and an additional 90 days to develop and provide the DEN Contract Manager a comprehensive Maintenance Plan for the ADS. The Operator must recertify the plan, with addendums as needed, annually by February 1 of each year. The plan should span a two-year time period, the first of which describes implementation of

planned, DEN-approved maintenance including replacement, and the second of which identifies out year maintenance, including replacement, for DEN consideration for budgeting, implementation, and approval purposes.

- 3.1.4 Equipment Replacement. A partial list (i.e., not expendables) of equipment owned and provided by DEN for use by the Operator is described in Exhibit A, Attachment 1. Replacement costs for equipment listed in Exhibit A, Attachment 1 are eligible for reimbursement and, if approved, will be paid by DEN. The Operator must notify DEN of the need to replace any such equipment and provide estimated costs and justifications. Equipment replacement is subject to approval by the DEN Contract Manager. All other equipment and its replacement will be provided by the Operator.
- 3.1.5 Emergency Maintenance. Equipment failures may require emergency maintenance to return the ADS to full operation. When performing this work, the Operator must communicate with the DEN Contract Manager to determine if the repair is like-for-like (or routine) maintenance, or a process improvement that must be completed as a design build service for which a permit document and/or review by qualified personnel is required for the emergency maintenance activity. If so, unless otherwise arranged with the DEN Contract Manager, the Operator will engage with their Engineer and/or a qualified Contractor to review the repair and provide necessary documentation.
- 3.1.6 Computerized Maintenance Management System (CMMS). The Operator must utilize DEN's CMMS, also known as and hereafter referred to as 'Maximo', to track DEN-owned assets, preventive and corrective maintenance, testing, and inspections. The Operator is responsible for obtaining and maintaining the proper licenses from the owner to access Maximo. All DEN-owned assets must be labelled and tagged in a manner compatible with the CMMS. The system-related assets that are currently labelled, tagged, and entered into the DEN CMMS system are provided in the Exhibit A, Attachment 1 on a tab labelled "Maximo Listed Equipment". From the time of award, the Operator will have 90 days for discovery and an additional 90 days to develop and provide the DEN Contract Manager a comprehensive list of additional assets to be added to the CMMS. The minimum information to be provided includes asset description and location. The Operator shall make a good faith effort to identify make, model, and serial number, and to provide as-builts and manufacturer specifications/manuals based on drawings or other resources discovered to be located at the glycol facility. Tagging of equipment will be performed by DEN upon receipt from Operator any identification of DEN-owned equipment addition, or replacement. Identification is defined as equipment type, make, model, and serial number. The Operator must agree to utilizing owner's CMMS, in the following manner: all maintenance plans, maintenance activity, including emergency, preventive, and corrective maintenance on all equipment assets that are maintained by the Operator must be documented and entered into the CMMS. The Operator must disclose and provide to the owner within 30 days any change in equipment assets, including but not limited to:
- Change of equipment that result in the disposition of the asset and subsequent change in core information (make, model, serial number).
 - Change of equipment that result in a change in the Operations & Maintenance Plans documentation.
- 3.1.7 Facility/Equipment Condition Assessments. DEN will conduct facility condition assessments on the structure and support equipment (e.g., HVAC). The Operator shall

conduct condition assessments on other DEN assets. These shall occur every 2 years unless a longer timeframe is approved by the Contract Manager.

3.2 ADF Distribution System. The Operator shall operate the airport's ADF Distribution System. The Operator shall maintain an accurate inventory record of onsite ADF supplies. Inventory reports shall be made available to the ADF Supplier, the City, and the airlines as needed to communicate ADF inventory status. The airlines and air carriers will determine the Supplier of the ADF and have the sole responsibility of ensuring an adequate supply of ADF is available. The Operator shall enter into an agreement with the selected Supplier for distribution of the supplier's fluid(s) to the users (e.g., self-deicing airlines, air carriers, or contracted deicing companies). The agreement shall be subject to approval by the City.

The Operator shall distribute Type I ADF to the following locations as requested by the users:

- Deice pad A: The Type I ADF supply line (herein referred to as the T-1A Line) originating at the Glycol Facility may be utilized to fill up to four (4) 50,000-gallon aboveground storage tanks in the basement of Concourse A. These tanks feed up to six (6) truck loading stations on the west end of Concourse A. Operation and maintenance of the T-1A Line is the responsibility of the Operator up until the point of custody transfer of the fluid. Operator responsibility for maintenance of the aircraft deicing-related storage and distribution systems associated with Concourse A is limited to only that equipment operated as "Common Use" infrastructure and ends at the point of custody transfer from the Fluid Supplier to an airline or deicing vendor. "Common Use" is defined herein as equipment not dedicated to the exclusive use of a specific airline or deicing vendor. Any other services provided for Concourse A aircraft deicing systems will be considered Additional Services.
- Deice pad B: The Type I ADF supply line originating at the Glycol Facility and terminating at Concourse B (herein referred to as the T-1B Line) may be utilized to fill storage tanks in the basement of Concourse B. Once the T-1B Line is made operational by others, operation and maintenance of the T-1B Line up until the point of custody transfer of the fluid is the responsibility of the Operator. Any maintenance of the aircraft deicing-related storage and distribution systems associated with Concourse B will be considered Additional Services.
- Deice pad C/J: The six (6) truck loading stations via the T-1A Line originating at the Glycol Facility.
- Deice pad D (South Cargo): The 20,000-gallon aboveground storage tank with two (2) truck loading stations.
- Deice pad WA: The four (4) truck loading stations via the T-1A Line originating at the Glycol Facility.
- Note: This scope does not include the tanks located at the United Airlines Hangar or any other ADF storage tanks not owned by DEN.

The Operator shall distribute Type IV ADF to the following locations as requested by the users:

- Deice pad A: Starting with the 2021/2022 deicing season, there will be up to two (2) 50,000-gallon Type IV aboveground storage tanks in the basement of Concourse A that will feed up to six (6) truck loading stations. Operator responsibility for fluid delivery to and maintenance of the storage tanks, truck loading stations, and associated equipment is limited to only that equipment operated as "Common Use" infrastructure and ends at the

point of custody transfer from the Fluid Supplier to an airline or deicing vendor. Any other services provided for Concourse A aircraft deicing systems will be considered Additional Services.

- Deice pad J: The 20,000-gallon aboveground storage tank with one (1) truck loading station. This tank may be moved to deice pad C in the future, in which case these responsibilities will remain in effect.
- Deice pad D (South Cargo): The 20,000-gallon aboveground storage tank with one (1) truck loading station.
- Deice pad WA: The 11,000-gallon aboveground storage tank with one (1) truck loading station. A 20,000-gallon City-owned frac tank used to supplement the storage capacity on WA pad with one (1) mobile City-owned Type IV pump. This frac tank may be replaced with a permanent tank in the future, in which case these responsibilities will remain in effect.

It is expected that airlines and air carriers at DEN will use ADF stored and distributed via the airport's ADF distribution system. However, air carriers will maintain the option of storing and distributing ADF for their own use, or for any air carrier that it ground handles, at the City's discretion. This Scope of Services does not include any such tenant-owned and/or operated ADF storage tanks.

The Operator must meter and record the quantities of ADF delivered to each of the users via the ADF distribution system. The Operator must also meter and record quantities received and stored on site via the ADF distribution system. At a minimum, this information shall be provided to the City and the ADF supplier on a monthly basis.

There shall be an option for ADF to be blended on site. The City, in consultation with the airlines and the Operator, will determine if blending of ADF will occur on site prior to the start of each deicing year. The Operator shall operate and maintain City-owned ADF blending and storage facilities. Upon selection of the Supplier, the Supplier may choose to have the Operator blend ADF using these facilities. Such services shall be at the cost of the Supplier and shall be included in the agreement between the Operator and the Supplier. The Operator shall maintain adequate records to ensure segregation of costs incurred and paid by the Supplier, and costs incurred under the Operator's Agreement with the City.

City-owned blending and storage facilities located at the Glycol Facility may only be used for ADF to be used at DEN and cannot be used to blend fluids for use at other airports or other markets without prior approval of the City. If blending services are not to be performed for the deicing year, the City may authorize the Operator to utilize the blending facilities for other uses associated with the distribution of ADF and/or recycling of spent ADF.

Costs for the purchase of ADF will be paid directly by the ADF users to the ADF Supplier. Costs for the distribution will be paid under this Agreement; no separate costs shall be paid for distribution of the ADF to the users. These costs shall be offset by the revenue generated from the sale of recycled product.

3.3 Deicing Services. This agreement does not include the performance of deicing services. The scope of operating the ADF distribution system is limited to providing ADF as needed to the airlines, air carriers, and contracted deicing companies at the deicing pads.

3.4 Spent ADF Collection. The Operator shall have the exclusive right to harvest spent ADF at DEN from the dedicated deice pads A, B, C/J, and WA for the purpose of recycling, resale, or other reclamation. Generally, this fluid will be stored in tanks A through E at the Glycol Facility and the spent ADF tank associated with deice pad WA. However, the spent ADF may also be stored in other tanks located at the Glycol Facility, Pond 003A, or other storage vessels provided by the Operator. Ownership of the Spent ADF shall be transferred to the Operator at such time as the fluid is stored in any of these containment vessels. In addition, the Operator may have the option of collecting spent ADF from any of the City's retention ponds. Collection from each of these areas is described below.

The Operator shall be responsible for the operation of the valves on the deice pads that control runoff from the pads, except for the DS RON ramp areas. All valve operations must be documented and conducted in coordination with the City. At any time such a valve closure will take place, the Operator is required to notify the City in advance of the closure and indicate the time and date the closure will take place. Records of all valve positions shall be maintained and provided to the City.

3.4.1 Pads A, B, C/J, and WA. In the event that deicing is to occur on any of the west airfield deice pads (A, B, C/J, and WA), the DEN Operations Division will notify the Operator in advance of deicing commencing. The Operator shall operate the valves at the west deice pads in "winter mode" from October 1 – April 30 of each deicing year at a minimum based on environmental conditions. This means that the default position for the valves shall be to remain open so that runoff flows to either the spent ADF storage tanks (A through E) located at the Glycol Facility, the WA storage tank, to Pond 003A, or to other storage in the vicinity of the Glycol Facility if provided by the Operator. If tank storage volumes and Pond 003A are nearing capacity, the Operator must provide temporary or off-site storage at their cost. The Operator must take possession of all stormwater runoff contaminated with ADF generated from the deicing pads during winter mode, with this exception:

At any time deicing activities are occurring on the west airfield deice pads, the Operator shall monitor the runoff flowing from the deice pads. If results indicate the runoff concentration is less than one percent glycol, the Operator shall have the option of closing the valves associated with the deice pads, which causes the runoff to flow to Pond 002 (A, B, and C/J pads) or to close the valves at the bottom of the A, B, and C/J down-comers, which causes the runoff to flow to Pond 009, or to close the high and low concentration valves associated with the WA pad which causes the runoff to flow to Pond 009. Due to the infrastructure configuration, the Operator will likely have to collect samples from each of the three down-comers conveying runoff from 1) Pad A, 2) Pad B, and 3) Pads C/J, and from the high and low concentration pipes conveying runoff from WA pad. These samples shall be analyzed and compared individually to the one percent threshold. If the concentration is less than one percent glycol, the City will grant the option to route flows to Pond 002 and/or Pond 009. The type of analysis to be used by the Operator for determination of the concentration of glycol in the runoff shall be proposed by the Operator and must be approved in advance by the City.

From May 1 – September 30, the valves at the pads can be operated in “summer mode.” This means that the Operator may have the option of closing the valves at the pads causing runoff to flow to Pond 002 and/or Pond 009. However, if the pads are used for deicing during this timeframe, the valves must be opened causing runoff to flow to the Glycol Facility (tanks or Pond 003A). The valves shall remain open to the Glycol Facility during the deicing event, and until stormwater flows associated with the event have tested below one percent glycol .

Operational experience has shown that from April 15 – May 31 and September 1 – September 30, precipitation received can vary between rain and snow. It is likely that valve positions may need to oscillate during this period based on use of the deicing pads. Deicing does not typically occur between June 1 and August 31 at the deicing pads, but it is possible aircraft deicing could occur during this time period.

- 3.4.2 DS RON Ramps. DS RON East and DS RON West areas are primarily used for aircraft parking. However, deicing can be performed on these aprons. In the event that deicing will occur on either of the DS RON aprons, the DEN Operations Division will notify the DEN Environmental Services Section and the Operator in advance of deicing commencing. The DEN Environmental Services Section is then responsible for closing the 30” gate leading to the clean stormwater system and opening the 30” gate leading to appropriate pond. The airline, air carrier, or deicing operator (the deicing party) shall be responsible for monitoring the glycol concentration in the runoff from the apron. If the glycol concentration in the runoff exceeds one percent, the deicing party shall close the 30-inch gate leading to the pond and collect the runoff in the valve vault. The deicing party is responsible for transferring any and all collected fluid to the glycol recycling facility by whatever means necessary, and for coordinating the transfer with the Operator. The DEN Environmental Services Section is solely responsible for operating the 30-inch gate leading to the clean stormwater system. If the Operator is requested to collect spent deicing fluid from either DS RON aprons, this request would be considered as Additional Services.
- 3.4.3 Pad D (South Cargo). Operation of valves and collection of fluids on deice pad D (South Cargo) by the Operator will be considered as Additional Services. In the event that deicing is to occur at the D pad , the DEN Operations Division will notify the Operator in advance of deicing commencing. The Operator will then operate the valve when the runoff concentration is one percent or greater glycol to cause runoff from the pad to flow into the D tank. The valve shall remain open to the tank during the deicing event, and until stormwater flows associated with the event have subsided. The valve must also remain open to the tank until another storm occurs that results in at least 0.1 inch of precipitation during a 24-hour period, to allow the “first-flush” of residual ADF to flow into the tank. As long as deicing did not occur during the storm that generated the first flush, the Operator may then close the valve to the tank once 0.1 inch of precipitation has been received, and cause runoff from the pad to flow to the clean stormwater system. The Operator shall document and report all valve modulations for deice pad D to the DEN Environmental Services Section at the time the valve changes occur. The Operator also has the option of collecting the spent ADF by other means (e.g., a GRV) if approved by the Contract Manager.

If at any time the spent ADF in the D pad tank is at a concentration less than one percent glycol, ownership of the fluid may revert to the City. The Operator is required to notify the City in advance of their intent to reject ownership of the fluid in D pad tank. The City will notify the Operator when the discharge is complete.

- 3.4.4 Other Collection Methods. Unless designated above as an Additional Service, the Operator may elect to use other collection methods, at their cost, to enhance the recovery of spent ADF. These methods may include, but are not limited to, the use of GRVs and storm drain plugs to allow fluids to be pumped to a truck. The City must initially approve the use of these or any other alternate collection methods in advance. Execution of these methods must not interfere with the operation of the airport, particularly during deicing events. The City may require air carriers to employ some of these alternate collection methods for certain deicing scenarios (e.g., for summer deicing when runoff is routed to the clean stormwater system). These deicing collection services can be performed by the air carriers themselves, by the Operator under separate contract with the air carrier, or by a Third Party under contract with the air carrier. The Operator will have the right to harvest the spent ADF collected from the dedicated deice pads under these conditions.
- 3.4.5 Pond 003A. Pond 003A is available to the Operator to store spent ADF generated from any location at DEN.
- 3.4.6 Other Ponds. The Operator has the option to harvest spent ADF from any of the storage ponds owned and operated by the City (Ponds 001, 002, 004, 005, or 009). The City will make analytical data regarding concentrations in the ponds available to the Operator upon request. This data is likely to be in the form of chemical oxygen demand (COD) analysis. The Operator may elect to collect their own samples from the ponds for analysis at any time, and access to the ponds will be provided by the City. The Operator must notify the City of their desire to harvest spent ADF from the ponds. The City will then coordinate with the Operator regarding the transfer of the spent ADF. The transfer of fluids to the recycling facility should take place as soon as possible, as the Ponds are not to be used for recycling storage. If fluids remain in the ponds due to lack of adequate storage at the recycling facility, the City retains the option of discharging these fluids to a wastewater treatment plant to provide additional storage capacity for future precipitation events.

Fluids in Ponds 001, 002, and 009 can be pumped directly to Pond 003A at the recycling facility via pipeline, and from Pond 003A the fluids can be transferred into one of the spent ADF storage tanks. Fluids from Ponds 004 or 005 can only be transferred to the recycling facility by truck. Any costs related to trucking fluids to the recycling facility will be paid by the Operator.

3.5 Recycling Spent ADF. Information on recycling requirements follows in the sections below.

- 3.5.1 Recycling Requirements and Limitations. The Operator shall recycle, resell, or otherwise reclaim all the spent ADF the Operator harvests from DEN.

Recycling equipment located at the Glycol Facility may only be used for spent ADF generated at DEN and cannot be used to recycle spent ADF generated at other airports unless approved in advance by the City. Currently, DEN's Contribution Permit with the Metro Wastewater Reclamation District (Metro or Metro District) only authorizes the

discharge of stormwater contaminated with ADF generated at DEN. If it is in the interest of the Airport to allow fluids generated at other airports to be recycled at DEN and the effluent from this process discharged to Metro, DEN would be willing to assist the Operator in attempting to obtain approval from Metro for this discharge. This type of discharge may be regulated by the Centralized Waste Treatment Regulations which would impose stringent monitoring and reporting requirements on the Operator. This may also trigger the need for the Operator to obtain a discharge permit directly from Metro and discharge the process effluent directly into the City and County of Denver's sanitary sewer system instead of discharging to Pond 009 as described in Sections 3.7 through 3.11 below.

If approval is granted to recycle fluids from other sources, including other airports, this activity cannot inhibit the ability of the Operator to recycle or reclaim fluids generated at DEN. At a minimum, the Operator must ensure that adequate storage and processing capacity exists to handle all spent ADF generated from full deicing activities at DEN.

- 3.5.2 Recycling System and Equipment. In meeting its obligation to recycle spent ADF, the Operator has the option of using the existing DEN-owned Glycol Recycling System, including all the equipment and supplies associated with that system. The Operator may replace and modify the DEN-owned equipment as described in Sections 3.1.4 and 3.6.

The Operator may also provide their own equipment to recycle or reclaim the spent ADF. Operator-owned equipment must be disclosed to DEN for consideration of compatibility with the DEN-owned equipment and placement within the recycling facility and on DEN property at least 45 days in advance of planned use. Operator will provide specifications and utility requirements for DEN review and approval to confirm compatibility with DEN-owned equipment. Any placement, construction, and operating cost associated with Operator-owned equipment shall be paid for by the Operator. Electrical, potable water and natural gas services are located at the facility. Costs for connections to these utilities shall be paid by the Operator. Placement and construction must conform to the requirements of the DEN Tenant Development Guidelines, DEN DSMs, BIM models, State, Federal, local regulations, and FAA criteria (including approval of the Form 7460, "Notice of Proposed Construction or Alteration").

- 3.6 DEN Capital Project Requests. The Operator has the option of submitting a request for capital infrastructure to be provided by the City at the end of the first year of the contract, and once every 2 years thereafter. This would be for new DEN-owned equipment that would need to be permanent in nature (e.g., additional permanent tanks at the recycling facility) that is valued at >\$100,000. The Operator is expected to identify needs in their proposed work plan and approach that are adequate for a 5-year period, at a minimum. Such requests must include a description of the project, expected costs, and benefits. The City may then elect to incorporate the request into its evaluation of projects for the Capital Improvement Program (CIP).

- 3.7 Discharge of Process Effluent. It is expected that under the term of this contract effluent from the recycling process will be discharged to DEN Pond 009. However, the Operator has the option of obtaining their own permit from the Metro District for discharge of process effluent. In this event, the Operator would need to discharge their effluent directly into the City and County of Denver's sanitary sewer system.

It may also be possible for the Operator to obtain a permit from the Colorado Department of Public Health and Environment (CDPHE) to discharge process effluent to surface water. Currently, the City's stormwater permit for industrial activity does not contain provisions for such a discharge from the recycling facility. Unless the Operator obtains the appropriate permit from CDPHE, the City will not approve the discharge of process effluent directly to surface water because of its potential to impact monitoring parameters at the monitoring points contained in the City's stormwater permit.

Stormwater contaminated with spent ADF and process effluent from recycling at DEN may be discharged into Pond 009 under the following terms and conditions. This agreement does not authorize the discharge of any other liquid waste streams including, but not limited to, back-flush water from system cleaning, or any solid waste. Solid waste byproducts of the recycling process shall be legally disposed of at the Denver Arapahoe Disposal Site (DADS) by the Operator at their cost. The Operator may also have the option of discharging stormwater contaminated with ADF or process effluent from recycling at DEN off site at their cost; however, the method of disposal must be reported to the City.

3.8 Description of Outfalls. The Operator may discharge at the following locations:

- A. The 4-inch line discharging from the main plant into the 18-inch line that leads to Pond 009.
- B. The 6-inch line discharging from the pre-concentrator into the 18-inch line that leads to Pond 009.
- C. A new line of undetermined size that would be constructed to convey wastes from pretreatment, if installed, and would connect to the 18-inch line that leads to Pond 009.

These discharge points may need to be relocated and/or reassigned based on the ADS Modernization project.

3.9 Description of Monitoring Points

003B The discharge lines that congregate at the floor drain in the main plant.

003C Sample port on the 6-inch discharge line at the pre-concentrator.

003D An undetermined site that would be associated with pretreatment or other recycling technologies, if installed.

These monitoring points may need to be relocated and/or reassigned based on the ADS Modernization project.

- 3.9.1 Monitoring Facilities. The Operator shall allow representatives of the City or the Metro District to independently utilize the facilities to collect samples or take measurements or readings at Monitoring Points 003B, 003C, or 003D. The Operator shall also provide these representatives with any assistance and technical information related to the operation of the facilities.

3.10 Effluent Limitations. The discharge is required to conform to the *Metro District's Rules and Regulations and the City and County of Denver Public Works' Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater.*

The discharge must comply with the following effluent limitations:

Daily Load	Biological Oxygen Demand (BOD)	0.5 tons/day, maximum
Concentration	Chemical Oxygen Demand (COD)	2,500 mg/L, instantaneous maximum
Daily Flow Volume	Million gallons per day (MGD)	0.288 MGD, maximum

Compliance with these limitations shall be determined by the analysis of grab samples collected at Monitoring Points 003B, 003C, and 003D a minimum of every four hours while discharge is occurring. If discharge occurs for a period less than four hours, at least one set of samples must be collected. Analyses shall be for COD with results converted to BOD, as described below. Hach Method 8000 shall be used for COD analysis.

$$\text{BOD (mg/L)} = \text{COD (mg/L)} \times 0.61$$

BOD (mg/L) is then converted to BOD (lbs) using the following equation:

$$\text{BOD, pounds} = 0.00000834 \times C \times F$$

Where: C = BOD concentration, in mg/L, determined on a sample collected within the four-hour period.

F = Flow, in gallons, during the four-hour period (based on meter reading at each of the monitoring points)

The above equations have been derived based upon experimentally-determined factors derived by the Metro District relating COD and BOD. In the event that these equations are modified by the Metro District, the Operator will be notified of such a change, and new equations will apply to this contract.

The total contribution of BOD during a 24-hour period shall be the sum of the contributions through the three monitoring points.

Samples collected shall be representative of the discharge during normal operating conditions. The City may also elect to collect split samples at the monitoring locations for verification of accuracy.

- 3.11 Requirements for Cessation of Discharge. Upon the onset of any condition including, but not limited to, mechanical or electrical failure, unavailability of laboratory analysis, or system malfunctioning that would prevent the Operator from having adequate control over the discharge, the Operator shall immediately halt all discharges to DEN. Such discharges may resume at such time as the conditions that led to the cessation of discharge are no longer in effect.

The Operator shall also halt or reduce the rate of discharge to the DEN ponds immediately upon notification to do so. Such notification will be made only if it appears, based on best professional judgment, that the discharge is causing or threatening to cause operational problems with the DEN spent ADF management system, or could cause or contribute to cause to a violation of DEN's discharge permit with the Metro District or DEN's industrial stormwater discharge permit.

3.12 Notifications and Reporting. A weekly status report notification shall be made for every week where discharge will occur. The notification shall be submitted to the DEN Contract Manager. Any changes to these notification procedures will be provided to the Operator in writing. Notification shall include reporting for discharges that occurred in the prior week and will mimic the monthly reporting requirements described below.

Special notifications shall include actual start-up and shut-down times for the discharges. Start-up notifications should be made preferably between 2 and 24 hours in advance of the event. Shut-down notification shall be made immediately before shutdown. Immediate notification shall be made if there is any breakdown of the monitoring system, including the flow meter, COD apparatus, etc., a missing sample, or in event of an effluent limit violation.

A discharge summary monthly report shall be submitted to the DEN Industrial Waste Manager and DEN Contract Manager on or before the 10th day of the month following the reporting period. Each report must include the following information:

- a) The analytical results of all sampling of the discharge
- b) Date, time, and monitoring location of all sampling activities
- c) The measured daily flow volume of all wastewater discharged
- d) A log indicating the actual four-hour flow rate discharged
- e) Calculations of the BOD mass in the discharge

All reports or information submitted for requirements of this agreement must be signed and certified

by the Operator's full-time Operations Manager responsible for the facility.

The Operator shall notify DEN in advance of any significant changes to the recycling operations, or any substantial changes in the volume or character of pollutants in its discharge of effluent to DEN's systems. In the event of an unavoidable bypass of the recycling facilities, the Operator shall notify DEN immediately.

The Operator shall provide adequate physical structures and operational procedures to prevent accidental discharge of toxic or hazardous materials, or excessive quantities of ADF from entering any DEN system. In the event of accidental or unusual discharge, the Operator shall notify DEN immediately. The Operator shall also provide the following in writing:

- a) Location or source of discharge
- b) Date, time and duration of discharge

- c) Type, concentration, and volume of discharge
- d) Cause of discharge
- e) Steps taken to prevent reoccurrence of discharge

3.13 Cost of Discharge. The Operator shall reimburse the City for disposal costs associated with the discharge of process effluent at rates equivalent to the rates paid by the City to Denver Wastewater for disposal. The current 2020 discharge rates are provided in Exhibit B. In the event that these rates change, the City will provide notice of the rate changes as soon as this information becomes available to DEN. Future rate changes shall not be cause to renegotiate the prices to be paid to DEN for recycling under this agreement.

3.14 Recordkeeping and Reporting

3.14.1 Certification Statement. The following certification statement must be included on all records reported to the City: *“I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant consequences for submitting false information, including the possibility of contract termination.”*

Signature and	Date
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3.14.2 The Operator shall maintain records of the following information, at a minimum:

3.14.2.1 ADF Distribution

- Materials Received (quantity and date) and stored on site.
- Material Blending (quantity and date) and stored on site.
- Distribution: Type I ADF usage as metered (quantity, date, and user).
- Distribution: Type IV ADF usage as metered (quantity, date, and user).

3.14.2.2 ADF Collection

- Notifications received from Airport Operations regarding aircraft deicing
- Valve positions at all times during the year (date and time changed), for valves the Operator is responsible for operating.
- Volumes of fluid received from any area of the airport.
- Tank and Pond 003A level measurements should be collected following each precipitation event.
- Glycol concentrations of fluids received from any area of the airport. The method and frequency for collection of samples shall be proposed by the Operator for review and approval by the City.

3.14.2.3 Recycling. Records of the amounts of fluids processed at the glycol facility , and any other process utilized shall be maintained daily to include:

- Quantities of materials recycled.
- Influent/effluent and product concentrations.
- Special operations procedures such as recirculation, transfers, etc.

3.14.2.4 Discharge. As described in the notifications and reporting Section 3.12 above.

The City reserves the right to request additional recordkeeping as required to evaluate the operational efficiency and capacity of the recycling facility.

3.14.3 Monthly Report. The Operator shall provide a monthly report to the City Contract Manager for this agreement containing the recordkeeping information described in this section. If necessary, information shall be provided more frequently to ensure the proper operation of the spent ADF management system at DEN (e.g., valve positions during winter months). A sample monthly report shall be provided in advance of the first submittal for review and approval by the City Contract Manager. The report shall be due by the 10th day of the month following the reporting period.

3.14.4 Annual Report. At the end of the deicing season, an annual report shall be provided to the City Contract Manager for this agreement summarizing the reporting information for the deicing year. The report shall be due by July 15 of each year. A sample annual report shall be provided in advance of the first submittal for review and approval by the City Contract Manager.

4.0 Additional Services. The City may elect to have the Operator provide additional services under this Contract. See Exhibit B – Schedule of Rates and Fees for applicable rates and fees for Additional Services identified in this Scope of Services. Any additional services not addressed in Exhibit B may be negotiated on a time and materials or lump sum basis.

5.0 ADS Modernization Schedule

5.1 The new recycling system constructed as the ADS Modernization project is to be commissioned and operational by within sixteen (16) months from Notice-to-Proceed (NTP). The new system is to be substantially complete, building and structures inspected, systems flushed and tested, commissioned and all final inspections completed by the local agency. A breakdown of the schedule is as follows.

- 5.1.1 Notice to Proceed (NTP) – Anticipated January 2022
- 5.1.2 Design initiated and completed 90 calendar days after issuance of NTP
- 5.1.3 Obtain permits – 104 calendar days after issuance of NTP
- 5.1.4 ADS Modernization complete, commissioned and operational - 480 calendar days after issuance of NTP
- 5.1.5 Complete necessary demolition – 524 calendar days after issuance of NTP

5.2 Upon Substantial Completion and acceptance by Owner, the Operator providing design-build services shall complete the remaining work to achieve Final Completion of the Design/Build phase. Such remaining work includes, but is not limited to, punch list items, commissioning, closeout procedures and checklists and Operations and Maintenance (O&M) Training.

6.0 Scope of Services – Design Build

6.1 The Scope of Services for this project is to provide Design, Build, Operation, Maintenance and Management services to support the modernization and operation of the ADS. This section details the Scope of Services for the design build component of the project. Acknowledging the Operator, as previously used herein, and a Design-Build Contractor may be two different entities, this section will refer to a company providing Design-Build services as the “Operator”. The requirements of this section do not apply to equipment owned by the Operator unless the equipment will or may become DEN-owned under the options described in the Contract Price Structure (Exhibit B) during the term of this contract or at termination of this contract, in which case these requirements do apply.

6.2 The Scope of Services associated with the Design Build is as follows.

- 6.2.1 ADS Modernization. This project is intended to replace the current DEN-owned distillation equipment to enhance DEN’s ability to treat spent ADF. The equipment is at the end of its useful life as demonstrated by its time in service, loss of processing throughput, major equipment failures, and results of recent facility condition assessments. Other requirements for the ADS Modernization project are to increase processing throughput to accommodate DEN growth, add redundancy to enhance reliability, and complete necessary ancillary Improvements to the recycling facility. A DEN goal for the project is to create a closed- loop system that maximizes environmental and supply chain benefits of producing ADF supplies on site, and realize business advantages through production of a recycled PG product that will meet the Type I ADF standard AMS 1424, as revised, and used by the airlines at DEN.
- 6.2.2 Future design build projects. A listing of projects and associated costs estimates ancillary to the project described in Section 6.2.1 is provided in Exhibit B, Attachment 3.2. These projects are eligible to be delivered as design build projects in accordance with this contract.
- 6.2.3 All projects including design and performance modifications to the existing ADS system to meet DEN requirements for storing and distributing ADF and collecting and treating spent ADF. They shall include all engineering, procurement of equipment, modifications to existing facility as required, to equipment removal and installation, start-up, and commissioning of new equipment and demolition of the old equipment. Perform all required tie-in to the existing systems.
- 6.2.4 Operator services shall include all professional architectural, engineering, sustainability, consulting services, and all construction contracting and activities necessary for the completion of the Project.
- 6.2.5 Since the Operator may not have the technical expertise in-house, an engineering firm, that will be the engineer of record, approved by DEN, may be engaged to assist with modifications of the ADS. Modifications to the ADS that are not considered like-for-like or routine maintenance are considered design build services. The Engineer should be experienced in construction of airport projects and aircraft deicing systems. The Engineer must be familiar with the ADS and adhere to the requirements of this scope of services.
- 6.2.6 Elements of the ADS Modernization project are to be located in the existing structure, using the existing building footprint. The design is to reflect installation of the new system in the present location of the existing City-owned pre-concentrator. Removal of this unit and associated components is to be incorporated in the design.

- 6.2.7 All Engineered documents must be developed to meet the latest Federal, State, Municipal, codes and standards as required by the City and County of Denver and DEN. Designs must be developed in accordance with DEN Design Standards and BIM Standard Manuals as identified in Exhibit E. Documents are to be developed to allow permitting of the project by the CCD Community Planning Divisions. They must be stamped by a licensed Professional Engineer (PE) registered in the State of Colorado. Designs are to be based on the current facility make up, DEN Design Standards, current or the updated BIM Modeling during the contract term and most current codes and standards applicable to the Project. All proposals must include all management, supervision, engineering, labor, materials, tools, equipment, services, testing and incidentals required to complete the scope of services.
- 6.2.8 The design, documentation and as-builts for design build projects shall be delivered in Building Information Modeling (BIM) in accordance with DEN Design Standards Manual, Data Submittal, CADD, GIS, BIM & Metadata as identified in Exhibit E. The Operator shall integrate BIM as a process and deliverable into the DEN organizational and planning structure and take advantage of the data information created during the design and construction to enhance and feed into facilities/operational processes. Further, the Operator shall engage in a collaborative process to define the DEN BIM Project Execution Plan (BPPX) requirements and deliverables for the project.
- 6.2.9 All demolition/construction activities associated with design build projects are to be performed by a General Contractor licensed in the City and County of Denver. All construction activities must be performed in accordance with all Federal, State, Municipal, codes and standards as required by the City and County of Denver. They must all be performed in accordance with DEN Standard Specifications for Construction: General Contract Conditions.
- 6.2.10 The existing system operates 7 days a week, 12 months a year. Construction activities will be performed while the existing facility is in operation. The Operator is responsible for establishing appropriate action to ensure the continuous operation of the facility. The Operator is responsible for coordinating the construction and installation of the new system with the operating organization of the existing recycling facility. The Operator is responsible for maintaining the safety of personnel operating the existing plant and for the safety of their personnel during the construction phase. The Operator shall take all necessary precautions to ensure the construction is isolated from the existing operating area.
- 6.2.11 Tie-ins into the existing systems are the responsibility of the Operator. Operator is required to make the necessary modifications to the existing system to ensure both systems are properly connected and that the new system can perform as designed.
- 6.2.12 Modification to the existing structure where the City-owned pre-concentrator exists and where the new system will reside are to be included as part of this scope.
- 6.2.13 Operator is required to perform all flushing and required function testing /start-up of all systems as required. Testing is to be performed by qualified and certified personnel. Documentation of these activities must be submitted to DEN for final approval and acceptance of the systems prior to initiating these activities.
- 6.2.14 Commissioning of any new system may be performed by a 3rd party organized under contract with DEN. The Operator will coordinate testing of system with the Commissioning Team.

6.3 Operator General Representation and Obligations

- 6.3.1 The Operator represents that it is qualified and experienced in performing design-build services on similar projects and represents that it is knowledgeable and hereby undertakes the Project development that is in compliance with all applicable and non-conflicting federal, state and local laws, codes, ordinances, rules, regulations, applicable environmental permits, the facility program criteria, and design and construction standards applicable to the Project.
- 6.3.2 The Operator represents that it understands the full extent of its responsibilities and that it has the ability, expertise, experience, labor and materials, and resources to complete all of the work necessary to deliver the Project in compliance with the contract requirements.

6.4 Design and Preconstruction Services

- 6.4.1 The Operator shall provide professional design and engineering services and preconstruction services for the Project. Such services include, but are not limited to, design and construction coordination, sustainability design, construction scheduling and cost estimating, constructability reviews, value engineering, construction phasing and interface, etc. The Designer component of the Operator must be architect(s) or professional engineer(s) licensed and registered in the State of Colorado. The Contractor component of the Operator must be a licensed contractor in the City and County of Denver in order to perform all the work for the Project.

6.4.2 The Operator shall provide all professional architectural, engineering, sustainability, consulting services, and all construction contracting and activities necessary for the completion of the Project, which shall include, but is not limited to, the following:

- 6.4.2.1 Programming
- 6.4.2.2 Sustainability and Life Cycle
- 6.4.2.3 Site Survey
- 6.4.2.4 Architectural Design
- 6.4.2.5 Structural Engineering
- 6.4.2.6 Mechanical Engineering
- 6.4.2.7 Plumbing Engineering
- 6.4.2.8 Fire Protection and Life Safety
- 6.4.2.9 Electrical Engineering
- 6.4.2.10 Cathodic Protection
- 6.4.2.11 Communications and Data Systems Engineering
- 6.4.2.12 Lightning Protection
- 6.4.2.13 Signage
- 6.4.2.14 Specialty Systems

6.5 Operator Deliverables

- 6.5.1 The Operator Deliverables are suggested in the following sequence. Alternate project delivery methodologies are encouraged to be submitted and will be considered for

acceptance.

6.5.1.1 Schematic Design Documents – these deliverables apply only to those projects relating to Section 6.2.2 of this Exhibit A.

6.5.1.2 Design Documents to Sixty Percent (60%) Completion.

6.5.1.3 Design Documents to Hundred Percent (100%) Completion.

6.5.2 Owner reserves the right to reject any and all deliverables, or any portion of the deliverables which, in the sole opinion of Owner, do not adequately represent the intended level of completion or standards of performance, do not include relevant or accurate information or data, or do not include all documents specified or reasonably necessary for the purpose for which the Agreement is made with the Operator or for which Owner intends to use the deliverables.

6.6 Schematic Design Documents

6.6.1 Upon Agreement and issuance of the written Notice to Proceed (NTP), the Operator will commence the Project and develop the Schematic Design Documents.

6.6.2 Confirmation of the Project Program Criteria – The Operator and its Design Consultants shall confirm and verify the program and design criteria for the Project.

6.6.3 The Schematic Design Documents shall be submitted to Owner for review and approval and shall include Schematic Design Documents based on the Project Program Criteria. At a minimum, the Schematic Design Documents shall be developed in accordance with the Schematic Design Phase as defined in the DEN Design Standards Manual (DSM) 1 and shall have a schedule and a Programming/Schematic Design Analysis Report (DAR) as defined in the DEN Design Standards Manual (DSM) 1.

6.7 Design Documents – 60%

6.7.1 The Operator and its Design Consultants shall provide 60% complete design documents for the Project. The 60% complete design documents shall include design drawings and outline specifications.

6.7.2 The Operator and its Design Consultants shall continue to develop and revise Design Development DAR for the Final DAR as defined in Owner Design Standards Manual (DSM) 1.

6.8 Design Documents – 90%

6.8.1 The Operator and its Design Consultants shall provide 90% complete design documents for the Project based on the approved 60% Design Documents and Owner's review of the 60% Design Documents. The 90% Design Documents shall continue to develop 60% Design Documents to 90% construction documents completion level.

6.8.2 The Operator and its Design Consultants shall continue to develop and revise Design Development DAR for the Final DAR as defined in Owner Design Standards Manual (DSM) 1.

6.8.3 The Operator and its Design Consultants shall provide an initial draft of the system commissioning plan for review by DEN.

6.9 Design Documents – 100%

6.9.1 The Operator and its Design Consultants shall provide 100% complete design

documents and specifications for the Project based on the approved 90% Design Documents and Owner's review of the 90% Design Documents. The 100% complete design documents and specifications shall detail the requirements for construction of the complete Project and shall identify all materials and systems required for the Project. The Operator and its Design Consultants shall secure all approvals required for permits for the construction of the Project.

- 6.9.2 The 100% Design Documents package shall be accompanied by a Final Design Analysis Report (DAR) as defined in DEN Design Standards Manual (DSM) 1.
- 6.9.3 The 100% Design Documents package shall be accompanied by a construction cost estimate and schedules for verification of the Project Budget. This cost estimate shall include all design and construction costs incurred during the 90% Design Documents and, if any, Owner approved changes.
- 6.9.4 The Operator and its Design Consultants shall provide Issue for Construction (IFC) Documents and all permit review documents as required for City and County of Denver, Planning Development Services reviews and permit applications, and construction services for the Project from mobilization through full construction completion. The Operator and its Design Consultants, as required, shall provide and revise design documents and specifications detailing the requirements for construction of the Project. Construction services shall include, but are not limited to, construction management, contract administration, cost and schedule control, subcontractor procurements and bids, scheduling, design and construction coordination, quality control, testing, submittals processing and review, distribution of product warranties, training and Owner manuals, Project record drawings, and Project Contract closeout (Design/Build Phase).

6.10 Denver International Airport Design Standards Manuals

- 6.10.1 The DEN Design Standards Manuals (DSM) defines the project requirements for architectural and engineering development of designs and design documents, technical performance specifications that are part of the Design-Build Contract and identified in Exhibit E. The Operator and its Design Consultants shall become familiar with these requirements and monitor the Project's detailed development and adherence to those requirements applicable to the Project. The Operator shall identify all design and construction deficiencies in the adherence to those standards and performance criteria. The Operator shall bring those design and construction deficiencies to the attention of the Owner. The Operator shall coordinate with the Owner to develop plans and / or procedures to bring the Project designs and construction activities into compliance with the contract requirements.

6.11 Technical Specification Division 1 General Conditions

- 6.11.1 The Design-Build Contract contains a standard set of technical specifications, Division 1 General Requirements for construction as identified in Exhibit E. The Division 1 requirements establish the specific construction, operations, and DEN operational requirements for the Project, and the Operator must adhere to the requirements while executing the construction of the Project. The Operator shall become familiar with these general requirements and understand the impacts these requirements have on the Project. As the Operator develops the construction documents for the Project, the Owner will have the responsibility for the modification of the Division 1 General

Requirements to outline the specific requirements for the construction phase of the Project. The Owner shall produce the final set of Division 1 General Requirements for the Project, and the Operator shall comply with the general requirements.

6.12 Technical Specification Division 2 through 33 and Contract Documents

6.12.1 During the design process for the Project, the Operator shall produce the construction technical specifications Divisions 2 through 33 per CSI MasterFormat and contract drawings as identified in Exhibit E. The Operator, through its design and construction quality assurance programs, shall monitor the Project development, identify deficiencies, and make all necessary corrections to bring the technical specifications and drawings to compliance with the contract requirements.

6.13 Project Management Plan

6.13.1 The Operator shall coordinate with the Owner in developing and maintaining a Project Management Plan (PMP) in electronic format that outlines the responsibilities of the Operator, its Design Consultants, Subcontractors, and the Owner. Based on the Project Schedule, the PMP must identify time periods for which critical activities must take place. The PMP shall describe all reviews and approvals, and the timeframes, which are required by the Owner and other governmental agencies.

6.14 Project Deliverable Coordination Report

6.14.1 The Operator shall prepare and submit to Owner a Project Deliverable Coordination Report in electronic format for each deliverable for the Project. At a minimum, the Project Deliverable Coordination Report shall include the following.

6.14.2 Master Program Schedule

6.14.3 Master Program Budget

6.14.4 Progress Report

6.14.5 Work Breakdown Structure (WBS) for Construction and Procurement

6.14.6 Responsibility Matrix

6.15 Project Monthly Report

6.15.1 The Operator shall prepare and submit a monthly report to the Owner in electronic format, which shall briefly describe the progress of the various phases and all activities necessary for the completion of the Project. At a minimum, the monthly report shall cover the following.

6.15.2 Overall Project Progress

6.15.3 Executive Summary

6.15.4 Project Budget Summary

6.15.5 Project Overall Progress

6.15.6 Project Master Schedule

6.15.7 Project Design and Construction Issues

6.15.8 Project Construction and Procurement

6.15.9 Potential Schedule Impacts

6.15.10 Project Management Activities

6.15.11 Project Safety Reporting

6.16 Project Schedule Management

6.16.1 The Operator shall develop and maintain a Master Project Schedule for the Project. The Master Project Schedule shall be developed in Primavera P6 format consistent with the Project requirements. The Master Project Schedule shall incorporate all activities necessary to complete the design and construction of the Project.

6.17 Project Control

6.17.1 The Operator will be required to use Oracle Unifier and P6 as part of the Project Control System. This system will allow management and compilation of all data and analysis related to schedule, costs, labor, design and construction documents preparation needed to effectively manage the construction, systems commissioning and start-up and operational start-up of the facility. The Owner will be responsible for providing the licensing and training for Oracle Unifier. The Operator will be responsible for providing P6.

6.18 Design Review

6.18.1 Upon review of the programming criteria the Operator shall recommend to the Owner, for their consideration, any modifications to the project's design which may enhance the Operator ability to achieve scope, quality, budget, and schedule objectives. The recommendations shall be consistent with the status of the project and should only include items that the Operator considers critical to the success of the Project.

6.19 Constructability Review

6.19.1 The Operator shall perform a constructability review to include, but not limited to the following: potential design conflicts, design and construction alternative analyses, field construction issues, systems compatibility, material availability, logical and efficient construction sequencing, coordination between the existing operating system and the new system, Owner furnished equipment, airport security, maintenance of airport operations, construction document details, maintenance considerations, quantity verification, quality control and testing requirements, scheduling requirements, site safety and security, staging and laydown areas.

6.20 Scope Change Management

6.20.1 The Operator shall review request for changes, coordinate Owner requested changes, coordinate the periodic production of the Project accounting reports showing the original budget, revised budget, original contract, change orders, current contract, anticipated change orders, and estimated cost to complete the Project, provide cost payment status reports including status of project reserve, and monitor and report on expenditures.

6.20.2 Furnish the Owner with detailed documentation of the total project costs suitable for third party audits at the completion of the Project.

6.21 Substantial Completion

- 6.21.1 The Operator shall coordinate with the Owner the filing of Notices of Substantial Completion, coordinate the delivery of maintenance and warranty data for operations and facility records, and coordinate with designers, engineers, subcontractors and manufacturers all checkouts of utilities; operations system and equipment assist with initial start-up and testing.
- 6.21.2 The Owner shall make a determination of Substantial Completion when it is confirmed that all systems and finishes are complete. The Owner, along with the Operator, will also make a determination of operational readiness for the Project. The Owner shall oversee the final inspection of the Project.

6.22 Final Completion – Design/Build

- 6.22.1 The Operator shall communicate with the Owner when work is ready for final inspection, obtain Certificates of Occupancy from all required code and approval agencies, and provide complete project budget reconciliation for project audit.

6.23 Facility Records

- 6.23.1 The Operator shall deliver to the Owner all as-built and record documents; operations manuals; equipment, materials and systems warranties.
- 6.23.2 The Division 1 specifications shall describe the necessary Operator procedures and formatting methods.

6.24 Design and Construction Control

- 6.24.1 The Operator will establish and administer a construction quality control inspections program to ensure that the Project components, systems, and facilities are being designed, constructed and installed according to the contract documents and all applicable codes, design standards, performance specifications and regulations. The quality control program shall outline procedures for design document development reviews, materials testing, Project inspections and all field quality assurance inspections procedures.
- 6.24.2 The Operator's construction quality control inspections personnel shall perform inspections, coordinate, and manage the activities of the quality control materials testing agency for all necessary inspections.
- 6.24.3 Quality Assurance during construction encompasses those activities required to ensure the Owner that Operator provided Quality Control programs are existent, implemented and effective, and verify and provide adequate documentation that all materials used and techniques employed regarding facilities and/or systems constructed for the Project are in accordance with construction contract drawings and specifications.
- 6.24.4 Owner has the option to provide its own quality assurance personnel to verify construction activities, ensure safety procedures and assist with coordination with airport and airfield operations.

6.25 Control of Special Processes

- 6.25.1 Construction processes or techniques requiring special Quality Control procedures, by

the Operators or their sub-contractors and suppliers, such as welding, heat treating, hydrostatic testing, nondestructive examination, cable high potential testing, etc., shall have Quality Assurance inspections accomplished by qualified personnel using written procedures prepared in accordance with contract drawings and specifications and the referenced codes and standards which have been submitted to the Owner for review and acceptance. Prior to the start of the special process, the quality control inspectors will ensure the procedure to be used for the special process, as well as the qualification records of personnel performing the special process, have been submitted and accepted. Adequate information regarding the impact, or potential impact, of the process or processes, materials tested and / or the materials required for the test or tests on human health or the environment, shall be documented in advance to the Safety Manager.

6.26 Independent Materials Testing Agency (IMTA) – Special Inspection (SI)

- 6.26.1 The Owner shall administer an Independent Materials Testing Agency contract to provide the independent testing as required by the contract documents. The Operator shall coordinate its activities with the Independent Materials Testing Agency to be sure that the necessary coverage is provided when needed for all independent test required by the contract documents.
- 6.26.2 In accordance with International Building Code and Denver's Amended Building Code, there are certain activities that will require special inspections. These items will be identified on the Design Documents and the CCD Building Permit. All Special Inspections are performed by an independent 3rd Party Inspection agency. The agency performing these special inspections is under contact with the Owner and will report directly to the Owner. The Operator is not responsible for any payment associated with this task nor are they allowed to be affiliated or contract with the 3rd Party Inspection agency. The Operator is responsible for coordinating all activities requiring a SI inspection with the SI Agency and the Owner.
- 6.26.3 Systems Sustainability and Commissioning DEN has a longstanding commitment to advancing sustainability in our facilities and operations and improving the standard for sustainability in the aviation industry. This commitment is rooted in our Strategic Objectives and aligns with other City and County of Denver (CCD) principles, best-practices, and requirements. As a process, sustainability is about considering relevant economic, environmental, and social criteria in all decision-making. It does not prescribe a specific outcome or mandate that every project has certain environmental attributes. Understanding that all projects have inherent constraints, sustainable criteria need to be built-in from the earliest stages of design to ensure that decisions are made in a systematic and holistic way to stay within project constraints while meeting the sustainability goals of the airport. The key is to balance short and long-term costs in such a way as to minimize negative impacts and maximize benefits. DEN has developed a Sustainability Design Standards Manual (DSM) to assist in planning, design, and construction phases with integrating sustainability, certification, and commissioning into the project processes and deliverables. It provides guidelines for project teams to deliver sustainable projects through an integrated stakeholder engagement process. It sets the expectations for sustainable development at DEN.
- 6.26.4 Systems commissioning (Cx) is the process of assuring that all systems and components of a project are designed, installed, tested, and operated according to the operational

requirements of the airport and is part of the sustainability program. The Design-Build Contractor shall, based upon its experience managing a Project of this scope and complexity, coordinate with and provide support to the Owner's systems Cx program; such systems include, but are not limited to, plumbing, cathodic protection, HVAC, fire alarm and detection, fire protection, mechanical, electrical, lighting, telecommunications, security systems, etc.

- 6.26.5 The DEN Cx Program Manager (CxPGM) will aid in determining the extent of the commissioning scope for the project and shall make recommendations to the based on the project scope to maximize the value of the commissioning process. DEN in its capacity as the Commissioning Authority (CxA), shall oversee the execution of the commissioning process activities. DEN may hire a third- party CxA to support the activities as outlined in the Sustainability DSM; the delivery method proposed for the project will define the responsible party for retaining an independent CxA. Regardless of the delivery method for the project, the Design-Build Contractor shall retain, at a minimum, a qualified Commissioning Coordinator (CxC) for supporting the Cx program. The CxC shall have experience with the commissioning process and similar systems that are being commissioned. The CxC will communicate and report directly to DEN in execution of commissioning activities.
- 6.26.6 The design, operating intent and code operational requirements of the various Project systems must be determined, and procedures developed to test all systems through the range of functional scenarios, which the systems must respond properly. The development of the commissioning process shall begin as indicated in the Sustainability DSM with the pre-design phase and be implemented during design, construction and carry through to close-out, testing, start-up and, in conjunction with the Design-Build contractor, training of maintenance personnel on proper systems operations. The Design-Build Contractor's CxC shall witness and record the results of all start-up and testing procedures for utilities, facility systems and equipment. The Design-Build Contractor shall ensure a smooth and timely turnover of all manuals, records, warranties, as-built and record drawings and specifications, and required spare and maintenance materials to the Owner. Requirements are further defined in the Sustainability DSM.

6.27 Project Closeout – Design/Build Services

- 6.27.1 The Operator in conjunction with the Owner shall coordinate the development of punch lists for the Project and will perform the final inspection to verify that the punch list items have been satisfactorily completed.
- 6.27.2 The Operator shall monitor the performance of all subcontractors with respect to the preparation of marked-up drawings to reflect as-built field conditions. The Operator is to maintain redline models and / or drawings as a condition of project progress payments and the contract with the Owner.
- 6.27.3 The Operator shall coordinate and expedite the transmittal of formal record documents to the Owner. The Operator will ensure that all deliverables and submittals required by the design and construction contracts have been completed and transmitted.

6.28 Project Acceptance

- 6.28.1 Upon Substantial and Final Completion, including inspection and commissioning, the

Operator shall provide to the Owner with written notice of such completion for DEN to review and acceptance. Such notice shall constitute a representation to the Owner that the Operator has performed all services and other work necessary or required to complete the Project in accordance with this agreement and the standards, requirements and criteria have been fulfilled.

6.29 Accounting Record

- 6.29.1 The Operator shall keep records of its direct personnel, consultants, subconsultants, subcontractors and reimbursable expenses pertaining to the Project, and records of accounts between the Owner and the Operator. These records shall be available for inspection and audit by representatives of the Owner at mutually convenient times for a period of six (6) years from the date of Final Completion.

6.30 Project Construction Site Staffing

- 6.30.1 The Operator shall provide an on-site Resident Project Manager during the construction for the Project. The Resident Project Manager shall be the lead contact with the Operator for construction administration. The Resident Project Manager may perform other functions within the Operator's project organization. The Operator's Resident Project Manager shall remain in place during the execution of the construction contract(s) and until the construction contract closeout procedures have been completed. The Resident Project Manager is subject to the approval of the Manager of Aviation or delegated authority. The Operator's Resident Project Manager shall have the authority to act on behalf of the Operator.
- 6.30.2 The Operator's Resident Project Manager does assume and is responsible for any of the Operator's construction means, methods, techniques, sequences, procedures or safety precautions in connection with the construction, or for the failure of any of them to perform their work in accordance with the contract documents.

6.31 Information Gathering

- 6.31.1 The Operator shall include in its professional services fee for the cost of providing personnel at Denver International Airport and City and County of Denver government offices as needed to gather information, for the Project. This shall include, but is not limited to review of hard copy Project records documents, review of electronic record documents, site investigations, any meetings or discussions with City and County of Denver Development Services, Denver Fire Department, etc. The Operator, with the assistance of the Owner, will be responsible for identifying the necessary documents needed to accomplish it work.
- 6.31.2 The Owner shall provide a written Notice to Proceed (NTP) to start the Operator's activities under this Design-Build Contract. The Operator will not be authorized to proceed with the work described in this Exhibit A, and the Owner shall not be obligated to fund any work performed by the Operator, until the Owner has provided the formal written notification.

6.32 Design-Build Personnel Assigned to this Agreement

- 6.32.1 The Operator and staff shall have experience and knowledge of managing a Project of

this scope and complexity. The Operator's Resident Project Manager shall be the contact person in dealing with the DEN's designated representative on matters concerning this Project and shall have the full authority to act for the Operator. The Operator's Resident Project Manager shall remain on this Project during the execution of the construction contract(s) and until the construction contract closeout procedures have been completed, while in the employment of the Operator or until such time that his / her performance is deemed unsatisfactory by the Owner and a formal written request is submitted which requests the removal of the Operator's Resident Project Manager.

- 6.32.2 The Operator may submit, and the Owner will consider, a request for reassignment of an Operator's Resident Project Manager should the Operator deem it to be in the best interest of the Owner, or in the best interest of the Operator's organization. If the Owner allows the removal of an Operator's Resident Project Manager, the replacement must have, at least, similar or equal experience and qualifications to that of the original individual. The replacement assignment is subject to the approval of the Owner.
- 6.32.3 All key professional personnel identified by the Operator will be assigned by the Operator or sub-consultants to perform work under this Scope of Services. The Operator shall submit to the Owner, for review and approval, a list of any additional key professional personnel who will, under this Design-Build phase, perform work for the Project, together with complete resumes and other information describing their ability to perform the tasks assigned. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Scope of Services and that the assigned key professional personnel be retained for the life of this Agreement or until their particular scope of services assignment has been completed.
- 6.32.4 If the Operator decides to replace any of its key professional personnel, it shall notify the Owner in writing of the changes it desires to make. No such replacement shall be made until the Owner approves the replacement in writing. This approval shall not be unreasonably withheld by the Owner. If the Owner or his designated representative does not respond within fifteen (15) days after the receipt of the notification in writing, the key professional personnel replacement shall be approved.

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model	Serial	Quantity
			Number	Number	
DTRB 1	Tank Storage - Main Plant Type I	Tank 1 -10	9123/1993	T-1 through T-10	10
	12' x 25' Eaton 1993				
DTRB 2	Tank Storage - Type IV	Tank 16	Cargo	19434	1
	12' x 24' Palmer 1990	Tank 17	J Pad	19435	1
DTRB 3	Tank Storage - Cargo Type I	Tank 18		JOB 00-0501	1
	10' x 34' ACI 1993				
DTRB 4	Pumps - tank farm loadout, west side	P11	ISO	1439911	1
	731P ITT-AC Fixed	P12	2196		1
DTRB 5	Pumps - Type I Supply Line	DP1	ISO	139-99-1	1
	3x1.5x11 ITT Fixed	DP2	ISO	139-99-2	1
		DP3	ISO	139-99-3	1
		DP4	ISO	139-99-4	1
		Spare	150-73 LP	139-99-11-3	1
DTRB 6	Pumps - Cargo Type I	CAR-1	GXS21/2A	280598N	1
	1/2 A Blackmer Fixed	CAR-2	GXS21/2A	335043R	1
DTRB 7	Motors - Cargo Type I Pumps	CAR-1	EM3710T	F1093	1
	Baldor Super-E	CAR-2	EM3710T		1
DTRB 8	Motors - Type I Supply Line Pumps	DP1	EM2549T	993C-07	1
	75 hp Baldor	DP2	EM2549T	993C-08	1
		DP3	EM2549T	993C-09	1
		DP4	EM2549T	993C-1080	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model	Serial	Quantity
			Number	Number	
DTRB 9	Motors - tank farm loadout, west side	P11	EM4110T	693C587	1
	40 hp Baldor Fixed	P12	EM4110T	693C588	1
DTRB 10	Meters - J Pad loading stations	STA #6	F200S418C2BAEZZZZ	3269097	1
	Type I	STA #7	F200S418C2BAEZZZZ	3262465	1
	MicroMotion - Coriolis	STA #8	F200S418C2BAEZZZZ	3262673	1
		STA #9	F200S418C2BAEZZZZ	3269112	1
		STA #10	F200S418C2BAEZZZZ	3268937	1
		STA #11	F200S418C2BAEZZZZ	3264457	1
DTRB 11	Meter - Tank Farm Load Station P11	STA #1	F200S418C2BAEZZZZ	3207215	1
	northwest corner				
DTRB 12	Meters - Cargo Type I	STA #4	F200S418C2BAEZZZZ	3268387	1
	MicroMotion - Coriolis	STA #5	F200S418C2BAEZZZZ	3270832	1
DTRB 13	Meter - Tank Farm Load Station	SW corner	M400-87200	KW 2519	1
	3" Schlumberger Fixed (for loadout of fluid supplier's material)				
DTRB 14	Meters - Type IV	Cargo	STA #3	F200S418C2BAEZZZZ	3270928
	MicroMotion - Coriolis	J Pad	STA #17	F200S418C2BAEZZZZ	3104803
DTRB 15	Pipe/Flanges Stainless			Total Feet	150
	Steel - 3" Sch 105				
DTRB 16	Pipe/Flanges Stainless			Total Feet	12
	Steel - 4" Sch 105				
DTRB 17	OPEN				

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model Number	Serial Number	Quantity
DTRB 18	OPEN				
DTRB 19	Safety Switch Canned		GE		7
DTRB 20	Power Panel EL1		GE	AF31SN	4
DTRB 21	Transformer		GE	9T23B3871	1
DTRB 22	Valve Block/Bleed - 4"		A.O. Smith		7
DTRB 23	Valve Control - 4"		Brooks		10
DTRB 24	Valve Control - 8"		Watts		4
DTRB 25	Valve Butterfly 4"		Keystone		12
DTRB 26	Valve Butterfly / W ACT - 4"		Keystone		18
DTRB 27	Flex Joint 3" x 12"				1
DTRB 28	Flex Joint 4" x 12"				3
DTRB 29	Flex Joint 8" x 12"				8
DTRB 30	Backflow Prevention Manifold		Watts		2
DTRB 31	Sight Glass 3" Manifold	J Pad/Cargo	Chemflow		9

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model	Serial	Quantity
			Number	Number	
DTRB 32	Hose 120 PSI / 8' Long - each	at loading	GOODALL		8
	2" with TYPE 1 Dry Lock	stations			
DTRB 33	Hose 120 PSI / 12' Long - each	at loading	GOODALL		3
	2" with TYPE IV Dry Lock	stations			
DTRB 34	Hose 120 PSI / 24' Long - each	at loading	GOODALL		1
	2" with TYPE IV Dry Lock	stations			
DTRB 35	Hose 120 PSI / 9' Long - each	at loading	GOODALL		2
	2" with Camlock Fitting	stations			
DTRB 36	Hose 120 PSI / 12' Long - each	at loading	GOODALL		3
	2" with Camlock Fitting	stations			
DTRB 37	Swivel Compound - 3"	J Pad/Cargo Load Stations			8
DTRB 38	Swivel Compound - 4"	West side tank farm			4
DTRB 39	OPEN				
DTRB 40	Ticket Box	J Pad			6
DTRB 41	Heaters - Type I Pump House	Cargo	HT-500		3
DTRB 42	OPEN				
DTRB 43	OPEN				

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model Number	Serial Number	Quantity
DTRB 44	OPEN				
DTRB 45	Load Station Heaters - Hoff	J Pad	900W115V	DAH8001B	2
	for Type I boxes	J Pad	100W115V	DAH1001A	2
DTRB 46	OPEN				
DTRB 47	Cathodic Protection System - Tank A	Main Plant	J1008HPL	AA-922720	1
DTRB 48	Cathodic Protection System - Tank B	Main Plant	CAYSA 24-8	C-93637	1
DTRB 49	Cathodic Protection System - Tank C	Main Plant	J1008HPL	AA-922769	1
DTRB 50	Cathodic Protection System - Tank D	Main Plant	J1210HPL	AC-613765	1
DTRB 51	Cathodic Protection System - Tank E	Main Plant	J1008HPL	AW-329507	1
DTRB 52	Cathodic Protection System 30 X 30 Tank	Main Plant	J1210HPL	AA-755979	1
DTRB 53	Cathodic Protection System - Tank F	Cargo	CAYSA 24-08FOR	C-93743	1
DTRB 54	Contacts for Distribution Pumps		GMC size 4	55-153678G002	4
DTRB 58	Type IV Pump - Hardi	Cargo	462/10	97-00552	1
		J Pad	462/10	not accessible	1
DTRB 59	Type IV Pump Motor - 3 hp Lessen	Cargo	C182T17FC1E	not accessible	1
	Type IV Pump Motor - 3 hp Dayton	J Pad	4LX33	not accessible	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model	Serial	Quantity
			Number	Number	
DTRB 60	Controllers - J Pad loading stations	STA #6	W40161	20585402	1
	Type I	STA #7	W40161	18339212	1
	Emerson - DanLoad 8000	STA #8	W40161	20037635	1
		STA #9	W40161	20585403	1
		STA #10	W40161	20585401	1
		STA #11	W40161	20582590	1
DTRB 61	Transmitters - J Pad loading stations	STA #6	1700R12ABAEZCZ	14393565	1
	Type I	STA #7	1700R12ABAEZZZ	14372813	1
	MicroMotion	STA #8	1700R12ABAEZZZ	14372583	1
		STA #9	1700R12ABAEZCZ	14392584	1
		STA #10	1700R12ABAEZCZ	14395875	1
		STA #11	1700R12ABAEZCZ	14393018	1
DTRB 62	Controller - Tank Farm Load Station P1	STA #1	W40161	17975293	1
	northwest corner				
	Emerson - DanLoad 8000				
DTRB 63	Transmitter - Tank Farm Loading Station	STA #1	2700C12ABMEZZZ	165159	1
	P11, northwest corner				
	MicroMotion				
DTRB 64	Controllers - Cargo Type I	STA #4	W40161	18339208	1
	Emerson - DanLoad 8000	STA #5	W40161	18339209	1
DTRB 65	Transmitters - Cargo Type I	STA #4	1700R12ABAEZCZ	14385810	1
	MicroMotion	STA #5	1700R12ABAEZCZ	14395886	1
DTRB 66	Controllers - Type IV Cargo	STA #3	W40161	17975294	1
	Emerson - DanLoad 8000 J Pad	STA #17	W40161	17975292	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description			Model	Serial	Quantity
				Number	Number	
DTRB 67	Transmitters - Type IV	Cargo	STA #3	1700R12ABAEZCZ	14396249	1
	MicroMotion	J Pad	STA #17	1700R12ABAEZCZ	14092742	1
DTRB 68	Type I ADF Supply Line (T-1A Line)			N/A	N/A	1
	originating at the Glycol Facility and terminating at Concourse A, J Pad, and WA Pad					
DTRB 69	Type I ADF Supply Line (T-1B Line)			N/A	N/A	1
	originating at the Glycol Facility and terminating at Concourse B					

AIRCRAFT DEICING SYSTEM (Reimbursable)
United Mixing Tank Inventory

Line Item	Description	Model	Serial	Quantity	
		Number	Number		
UMT 1	Tank Dilute	UAL	Eaton	9191	1
	10' 6" x 15' Eaton	Tank			
UMT 2	Pump - UAL Tank	P5	ISO	14099-11-1	1
	4x3x11 ITT - AC Fixed	P6	ISO	14099-11-2	1
UMT 3	Pump - UAL Tank	P7	ISO	141-9911-1	1
	4x3x8.5 ITT-AC Fixed	P8	ISO	141-9911-2	1
		P9	ISO	141-9911-3	1
UMT 4	Motor Pump - UAL Tank	P5	EM2546T	993C-1102	1
	30 HP Baldor Fixed	P6	EM2546T	993C-1098	1
UMT 5	Motor Pump - UAL Tank	P7	EM2546T	493C-355	1
	Baldor Super-E	P8	EM2546T	493C-354	1
		P9	EM2546T	693C-920	1
UMT 6	Valve Control Shut Off / Check 6"		FIG 113		3
			Watts 113-32R		
UMT 7	Valve Flow Control 4"		FIG 115	FCV416	2
	(Discharge valve after pump)		Watts	FCV419	
UMT 8	Valve Flow control 6"		FIG 115	FCV417	2
	(city water line)		Watts	FCV418	
UMT 9	Valve Butterfly Shut Off	Main Plant - Bldg A			
	4"		Keystone		8
	6"		Keystone		10

AIRCRAFT DEICING SYSTEM (Reimbursable)**United Mixing Tank Inventory**

Line Item	Description		Model	Serial	Quantity
			Number	Number	
	8"		Keystone		1
	10"		Keystone		3
	12"		Keystone		1
UMT 10	Ball Valve - Shut Off	Main Plant - Bldg A			
	1"		Apollo		3
	3"		Apollo		1
UMT 11	OPEN				

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model	Serial	Quantity	
		Number	Number		
DIST 1	Pump - Size 4x3x13	P609	Peerless	079055A	1
	Fixed on skid B east side	P610	8196MTX	079055B	1
DIST 2	Pump - Size 1x1.5x6				
	Peerless - Fixed	P601	8196ST (skid A)	078591A	1
	Haight Gear Pump	P605	19041375-24U	(skid B bottom)	1
	Peerless - Fixed	P603	8196ST (skid A)	XP077890	1
	Peerless - Fixed	P604	8196ST (skid A)	078486A	1
	Gould - Fixed	P607	3196STX (skid A)	number worn off	1
	Gould - Fixed	P608	3196STX (skid A)	734F558W3	1
	Haight Gear - 204 recirc pump	P606	00158ET3E56C-C		1
	Peerless - Fixed	P602	8196ST (skid A)	XP077862-A	1
DIST 3	Pump - FP1 Feed Size 1x1.25x6		NPE		2
	Gould - Fixed (pretreat skid)				
DIST 4	Pump - Prefeed Bldg A east side	P13	371	147-99-11-1	1
	ITT A-C Fixed	P14	371	147-99-11-2	1
DIST 5	Motor Pump - HMO skid B	P609	M411ST	C1204031262	1
	50 hp Baldor - Fixed	P610	M411ST	12C51W274	1
DIST 6	Motor Pump - skid A	P601	R462	N10-R462-M	1
	2 hp US Electric - Fixed				
DIST 7	Motor Pump - skid A	P602	00236ET3E145T-W22	1030080941	1
	2 hp Baldor - Fixed skid A	P604	M3586T	F893	1
	1 hp Baldor - skid B 503 bottom	P605	00158ET3E56C-5		1
	1.5 hp Tt - 204 recirc	P606	BL3ALTF56C4BD1.5	no serial number on motor	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model	Serial	Quantity	
		Number	Number		
	Spare	00218ET145TC-W22	1041990029	1	
DIST 8	Motor Pump - skid A 2 hp GE - Fixed	P603 5KE1455C105	2013850001	1	
DIST 9	Motor Pump - skid A 1 hp Baldor - Fixed	P607 P608	EM3586T EM3586T	FT1811081481 FT1811081501	1 1
DIST 10	Motor Pump - pretreat skid 1 hp Franklin - Fixed	FP1 FP2	1313470103 1313470103	no serial number on motor no serial number on motor	1 1
DIST 11	Motor Pump - Distillation Prefeed 2 hp Baldor - Fixed	P13 P14	EM 3587T EM 3587T	F1093 series #; no serial number on motors	1 1
DIST 12	Air Compressor - #1 Bldg A primary MFG - Quincy - #2 secondary basement	QT-7.5 QT-7.5	6019154 6018956	1 1	
DIST 13	Tower 501 30" ID - 18' SS Tower 501 components:		501-503	1	
DIST 13.1	Packing on packing racks			12 cf	
DIST 13.2	Reflux line			1	
DIST 13.3	12" vapor port			1	
DIST 13.4	Level controller	SOR		1	
DIST 13.5	Sight glass gauge	Penbarthey		1	
DIST 13.6	8" Inspection port			2	
DIST 13.7	Vapor pad			1	
DIST 13.8	Thermometer	Ashcroft		1	

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model	Serial	Quantity
		Number	Number	
DIST 14	Tower 502 42" ID - 27' SS		502-503	1
	Tower 502 components:			
DIST 14.1	Tray w/64 valves per	410 SS 14-20 Gage		10
DIST 14.2	4" equalization line			1
DIST 14.3	Weir downcomer			10
DIST 14.4	12" vapor line (1 ft is flexline)			1
DIST 14.5	Reflux line			1
DIST 14.6	12" Product line			1
DIST 14.7	3" nozzle ports			2
DIST 14.8	Vapor pad			1
DIST 14.9	Vapor hatch door			1
DIST 14.10	Manway door			1
DIST 15	Tower 503 24" OD - 11' SS		503-503	1
	Tower 503 components:			
DIST 15.1	Packing on packing racks			3 cf
DIST 15.2	2" draw line			1
DIST 15.3	2" level control line			
DIST 15.4	Sight glass gauge w/ valves	Penbarthey		1
DIST 15.5	Level controller with transmitter	SNR		1
DIST 15.6	Lever controller with transmitter	Rosemount		1
DIST 15.7	4" fill line			1
DIST 15.8	3" reflux port/inspection port			1
DIST 15.9	Vapor port			1
DIST 15.10	Temperature gauge	Ashcroft		2
DIST 16	Heat Exchanger 20" OD - 28 3/4'		201-206-503	1
DIST 17	Heat Exchanger 17.375" ID - 288 SS		202-503	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 18	Heat Exchanger 44" OD; 39 - 366 SS	Ward - E203	HC-10093	1
DIST 19	Heat Exchanger 17/34 SS		204-503	1
DIST 20	Heat Exchanger 19-20 SS		205-503	1
DIST 21	Heat Exchanger 19x288 BEU		201-206-503	1
DIST 22	Vessel 401 20' OD - 6" SS		401-503	1
DIST 23	Vessel 402 36" ID - 8' SS		402-503	1
DIST 24	Vessel 403 48" OD - 12' SS		403-503	1
DIST 25	Vacuum Pump - skid A C101	LEMB170	3443814	1
	SIHI - Fixed C102	LEMB170AZ8310AO	Ca1738908-01	1
DIST 26	Motor Vacuum Pump - skid A C101	LEMB170	F1295	1
	7.5 hp SIHI - Fixed C102	LEMB170	F995	1
DIST 27	Meter Distill - Flow Control (large shed)	202Di	128017	1
	2" Flow Signal Cont. - Fixed			
DIST 28	Meter Distill	202D	129053 (E side tank farm)	1
	1" Invalco - Fixed	202D	138031 (MVR Bldg output)	1
DIST 29	Meter Distill - NW corner tank farm	DS20051555U	163139	1
	2" Micro Motion - Fixed			

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 30	Tank Storage A/B/C/D/E/F	4393-A/1993		1
	51' x 30' Advance	4393-B/1993		1
	(tank F at D pad; all others at main plant)	4393-C/1993		1
		6798-D/1998		1
		7700-E/2000		1
		4393-F/1993		1
DIST 31	Tank Storage Feed - Bldg A	111129	G6-2779 (east)	1
	8000 Gallon Raven		G6-2778 (west)	1
DIST 32	Tank Mixing - pretreat skid	63-30827		1
	3' 6" X 3' 8" Raven			
DIST 33	Tank Storage 12/13/14/15	9123/1993	T-12, T-13, T-14	3
	12' x 25' Eaton	8039/2001	T-15	1
DIST 34	Valve Tank A/B/C/D/E/F	FIG 212		12
	4" Butterfly Keystone			
DIST 35	Valve Tank A/B/C/D/E/F	FIG 212		11
	18" Butterfly Keystone	BFT8688	E00001928	1
DIST 36	Electric Actuator Motor	FIG 777		3
	1 PH AC Motor Kaystone			
DIST 37	Valve - Pump 13 / 14	Apollo	2"	6
DIST 38	Valve - Pressure Relief 1"	Farris	2EA10L-120	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 39	Valve - Pressure Relief 1 1/2"	Farris	2741 U	1
DIST 40	Valve - Pressure Relief 2"	Farris	26JA10-120	4
DIST 41	Valve - Pressure Relief 3"	Farris	26KA10-120	1
DIST 56	Valve Control with Transducer 1"	Fisher - EZ		2
DIST 57	Valve Control without Transducer 1"	Fisher - EZ		1
DIST 58	Valve Control 1 1/2"	Fisher	2500-249	1
DIST 59	Valve Control - 2" with Transducer	Fisher - V 100		3
DIST 60	Valve Control - 2" with Transducer	Fisher - ED		1
DIST 61	Valve Control - 2" without Transducer	FSED-505	F002683762	1
DIST 62	Valve Control - 2" without Transducer	Fisher - V 100		3
DIST 63	Valve Control with Transducer 3"	Fisher - V 100		2
DIST 64	Valve Control with Transducer 6"	Fisher - V 100		2
DIST 65	Valve Control with Transducer 8"	Fisher - V 100		2
DIST 66	Regulator Pilot 1/2"	Fisher	G67	1
DIST 68	Processor H701 - skid A	Allen Bradley	1747L511	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 69	Expansion Rack - skid A	Allen Bradley	1746A7	1
DIST 70	Power Supply - skid A	Allen Bradley	1746P2	1
DIST 71	Input Module - skid A	Allen Bradley	17461A16	2
DIST 72	Output Module - skid A	Allen Bradley	1746W16	2
DIST 73	Processor - skid A	Allen Bradley	1758-L11B	1
DIST 74	Thermocouple Input Card - skid A	Allen Bradley	1771-IXE 8	1
DIST 75	Analog Input Card skid A	Allen Bradley	1771-IFE 8	1
DIST 76	Analog Output Card skid A	Allen Bradley	1771-OFE1 4PT	4
DIST 77	Input Card skid A	Allen Bradley	1771-IAD 16PT	2
DIST 78	Output Card skid A	Allen Bradley	1771-OW16 16PT	1
DIST 79	CV Interface 300 - skid A	Allen Bradley	6195-CV3	1
DIST 80	CV Interface Card skid A	Allen Bradley	1748 KT	1
DIST 81	Control View - skid A	Allen Bradley	1790-APW	1
DIST 82	Slot Rack - skid A	Allen Bradley	1771-A3B	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 83	Power Supply - skid A	Allen Bradley	1771 P7	1
DIST 84	DIST 84Cable skid A	Allen Bradley	1771 CP2	1
DIST 85	DC Power Supply - skid A	Allen Bradley	MAP130-1034	2
DIST 86	Air Cooled Exchanger - Reflux condensor	Smithco	2018B9244	1
DIST 87	Fan - Reflux condensor	Moore 40500		2
DIST 88a	Motor - Siemens/Allis	Tpye RGZZESD	NAB-38749	1
DIST 88b	Motor - Baldor	286T	S9010977-001-011FL	1
DIST 91	Vibration Switch - Murphy (Reflux Condensor fan motors)	VS - 2EX		2
DIST 92	Louvers - Reflux condensor base	Chittom Int.		6
DIST 93	Heaters 10,000,000 BTU - Broach	P503-03 TAGH-701	93028	1
	Vent Motor	2MXT7B	WX20002120-1012	1
DIST 94	Thermowell - Dressier (skids A & B)	Var. Lengths	304 SS	31
DIST 96	Thermocouple (skids A & B)	Dressier	503-33	8
DIST 97	Transmitter Pressure (skids A & B)	Rosemount 2015CD2A02A1AH2E5D4DF	1151DP/HIDP 0041837 / 0041838	1 2

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 98	Transmitter Temperature (skids A & B)	Rosemount 2015CD2A02A1AH2E5D4DF	2088P 0041837 / 0041838	4 2
DIST 99	Transmitter Flow (skids A & B)	Rosemount	1151DP/HIDP	6
DIST 100	Motor Starter - GE	D-308		12
DIST 101	Motor Started Can - GE	TYPE 3R		14
DIST 102	Motor Starter - GE	D335		2
DIST 103	Mixer - small Raven tank on pretreat skid	ALSOP	33GD-PC	1
DIST 104	Air Dryer - Hankinson (Primary)	HPR 15 1PR15	H015A11500101052 0352-1T-9312-0486N	1 1
DIST 110	OPEN			
DIST 111	OPEN			
DIST 119	Filter Vessel - Sparkler (by 204 vessel)	18-S-23		1
DIST 120	Filter Vessel - Facet (by 204 vessel)	VFCS 859-6E2WH		1
DIST 121	Filter Vessel - Filtration (by 204 vessel)	12395		2
DIST 122	Filter Vessel - Stranrite (by 204 vessel)	UF1-65		1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 123	Filter Plate Rack - Sparkler (by 204 vessel)			2
DIST 132	Skid Distillation - TH Tussel	Skid A	Job No 503A	1
DIST 133	Skid Distillation - TH Russel	Skid B	Job No 503B	1
	Gate and Check Valves	WCBJ35	C26759	2
DIST 134	Pump Submersible - Giant	6EC1A-SFS		1
DIST 135	Pump Chemical - LMI (unused)	P121-352SI	0309794104-5	1
DIST 136	Pump Chemical - Gamma/L (skid-A)	B931-362SI	09022732576-1	1
DIST 137	Pump Chemical	IR	66605J-344	1
DIST 139	Valve Tank Level - Kimray (Raven Tanks)	MTDA 5	1980630205 (west tank)	1
		MTDA 5	1940800065 (east tank)	1
DIST 141	Pilot Differential - Kimray 12PDS (Raven Tanks)	RDS-1	194090089 (west tank)	1
		RDS-1	194090088 (east tank)	1
DIST 148	Motor Starter - GE	TECL 36003		1
DIST 149	Motor Starter - GE	TECL 36007		2
DIST 150	CPU - MVR Bldg	Inland Property		1
DIST 150a	Dell 15" monitor	1730FPs	CN02Y31147606423AKWZ	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 151	CPU - Distillation and Distribution located in Supervisor's Office - Dell	Optiplex 7010	HF4YPW1	1
DIST 152	OPEN			
DIST 153	CPU - WA Storage Tank located in Supervisor's Office - Dell	Optiplex 755	76DSQH1	1
DIST 154	CPU - Syncade Work Station located in Supervisor's Office - Dell	Precision T3600	JRS18Y1	1
DIST 155	Laptop - Syncade Manual Download Panasonic	Toughbook	CF53STLHYLM	1
DIST 156	OPEN			
DIST 157	OPEN			
DIST 158	Total Carbon Analyser - Ionics (in large shed)	6800	79311-1	1
DIST 186	Power Panel M-1 GE		CT06062	1
DIST 187	Mettler-Toledo Titrator - (Lab)	V20S	12198185	1
DIST 188	Schott Instruments Pump - (Lab)	D55122	734516	1
DIST 189	OPEN			

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 190	Scale - A N D brand	HR 60	12331528	1
DIST 191	Mini Stirrer - VWR (Lab)	200	58940-158	1
DIST 192	Mini Hot Plate - VWR (Lab)	210	33918-556	1
DIST 193	Spectrophotometer - HANNA (Lab)	C99	H006928I	1
DIST 194	COD Reactor - HACH (Lab)	45600-00	950600012779	1
DIST 213	Digestion Apparatus (Lab)	HACH	44336-20	1
DIST 220	Storage Cabinet Safety - 4 Gal	1904		1
DIST 221	Storage Cabinet Safety - 12 Gal	1925		1
DIST 247	Flow Meters - FLO Corp	2800 series	12020468 (skid A)	1
			12020467 (deion. Skid)	1
DIST 248	Throttling Pnuematic Level Controllers On towers 501 and E204	Ling	X8769 (on 501) K1811 (on E204)	3
DIST 249	Flow Meter 1" Turbine Outbound - skid A	FLO LINE 110-500	12020468	1
DIST 250	Flow Meter 1" Turbine Deionizer Skid	FLO LINE 110-500	12020467	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 251	Meter Register Outbound - skid A	B2800 SERIES	12020468	1
DIST 252	Meter Register Deionizer Skid	B2800 SERIES	12020467	1
DIST 253	CPU - Backup to DIST 151 located in Supervisor's Office	Powerspec	B354041221940	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Facility Inventory - Permanent

Line Item	Description	Model Number	Serial Number	Quantity
FP 1	Building Metal - 100' x 60'			1
	Including the following below :			
	Control Room - 10'-6" x 12'-9"			1
	Counter 8'-8" x 12'-9"			1
	Counter 5' x 2'			1
	Window Opening 43" x 31"			1
	Window Non-opening 43" x 43"			1
	Door 36" x 83"			1
	Lab 11' x 10'-6"			1
	Sink Stainless Steel - Lab			1
	Lab HAVC - Q Mark	Type CU		1
	Window Non-opening 43" x 32"			1
	Window Non-opening 43" x 67"			1
	Door 36" x 83"			1
	Rest Room 9' x 10'			1
	Shower 36" x 75" x 36"			1
	Sink Bathroom - American Standard			1
	Door 36" x 83" With Lock			1
	Office 1 - Upper Level 10'-6" x 13'			1
	Window Non-opening Outside View 43" x 32"			1
	Window Non-opening Inside View 43" x 32"			2
	Door 36" x 84"			1
	Office 2 - Upper Level 10'-6" x 21'-6"			1
Window Non-opening Outside View 43" x 32"			1	
Window Non-opening Inside View 43" x 42"			2	
Door 36" x 84"			1	
Office HVAC - Goodman			1	
FP 2	Water Heater - State	6840SE6-30	B945-01869	1
FP 3	Sink Deep 1-Floor/1-Regular			2

AIRCRAFT DEICING SYSTEM (Reimbursable)
Facility Inventory - Permanent

Line Item	Description	Model Number	Serial Number	Quantity
FP 6	Fire Protection Sprinkler System	L. Nothhaft & Sons		1
FP 6a	Fire Control Panel - Honeywell Fire-Lite	MS10UD		1
FP 7	AV - Line Switch Cabinet - GE	C739901+02+03		1
FP 8	Transformer - GE	9T23B3872		1
FP 9	Power Panel L-1 - GE	AQF3421ABX		1
FP 10	Power Panel H-1 - GE	FC912796		1
FP 11	Power Panel E-1 - GE	331A1572P1		1
FP 12	Lights Fluorescent - 4' Fixtures			31
FP 13	Lights Fluorescent - 8' Fixtures			28
FP 16	Lights Halogen - Fixtures			21
FP 17	Lights Incandescent - Fixtures			2
FP 18	Outside Lighting Contactor - GE	300		1
FP 19	Fuse Cabinet	AW		1
FP 20	Electric Space Heater - Markel	P3P5107CR1N		6
FP 21	Backflow Preventor - 2" Manifold	Watts		2
FP 22	Backflow Preventor - 4" Manifold With Tamper Switches	Watts		1
FP 31	Locker Room / Storage Trailer 12' x 60'			1
FP 32	Locker Personal			42
FP 33	Office / Storage Trailer Cargo 8' x 26'			1
FP 34	Shed 14' x 10'	Tuff Shed		1
FP 35	Shed 16' x 12'	Tuff Shed		1
FP 36	Shed 16' x 14'	Tuff Shed		1
FP 37	Barrel Hut 4 Place			1
FP 38	Prover Register		CP-2	1
FP 81	Overflow Alarm System For Septic Tank for New Concentrator Building	Federal 350	B1	1
FP 83	Telephone Control Panel	AT&T Partner Plus		1
FP 84	Telephone Paging System Panel	TPU - 100B	Bogen Comm.	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Facility Inventory - Permanent

Line Item	Description	Model Number	Serial Number	Quantity
FP 85	Control Panel			1
FP 85a	Siemens Simatic	TI 505	DC Power Box	1
FP 85b	Siemens Simatic	TI 545	PLC	1
FP 85c	MTS Level Plus - Tank Monitoring System	MTS	801043	1
FP 85d	Practical Peripherals - Modem	PM 14400	FXMT	1
FP 85e	Replay Outputs	505 - 4916		2
FP 85f	110 VAC Panels	505 - 4216A		7
FP 85g	8 CH Input Analog	505 - 6108A		4
FP 85h	Program Port Expander	CTI		1
FP 85i	Black Box - Convertor Plus			1
FP 85j	Black Box - Modem	325		1
FP 86a	Roto-Jet Goodway (Machine only)	AWT-100		1
FP 87	Tube Testing Gun Kit - Elliot	5373		1
FP 88	Emergency Exit Lighting			5
FP 89	Deepwell Pump	FLOWAY		2
FP 90	Flow Meter			1
FP 91	Flow Indicator Recorder (Control Panel)	CP5500		1
FP 92	Control Panel	CP5030		1
FP 93	Control Panel	MCC-5501	Square D Company	1
FP 94	Flow Gate Valves 6"			2
FP 95	Flow Gate Valves 4"			1
FP 96	Storage Safety Cabinet	Just Rite		4
FP 97	Valve Type I Control	EL-O-Matic	98616731	1
FP 98	Valve 6" Watts	113-32	7471-7	1
FP 99	Pond 003A liner			1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Ground Support Equipment Inventory

Line Item	Description	Model Number	Serial Number	Quantity
GSE 1	OP's Radio (Fixed to Truck)	MA-COM	9206987	1
GSE 2	OP's Radio (Fixed to Truck)	MA-COM	9209132	1
GSE 3	OP's Radio (Fixed to Truck)	MA-COM	9209705	1
GSE 4	OP's Radio (Fixed to Inland Truck)	MA-COM	9208054	1
GSE 5	Snow Plow	Boss	7'	1
GSE 6	Forklift / Propane Toyota LP 9040 Lbs	7FGU25	61059	1
GSE 7	Generator - Yamaha 6000 Watts, Portable	EF7200D	7P6-0253275	1
GSE 8	Lift Arm/Cable Wench - 1500 lbs.	LSB-1500A	N/A	1
GSE 9	Trailer Big Tex 1996			1
GSE 10	OPEN			
GSE 11	Trailer / Meter Provering 3" Smith Meter	PRIME 4	5A55299	1
GSE 12	Pump / Diesel Motor 4" Gorman Rupp / Deutz Diesel	84A2 SAE 4/10 8547861	1651012	1 1
GSE 13	Pump / Diesel Motor 4" Godwin . Deutz Diesel	CD 100 F361011F	9710275/13 DO252529	1 1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Ground Support Equipment Inventory

Line Item	Description	Model Number	Serial Number	Quantity
GSE 14	OPEN			
GSE 15	Flammable Storage Locker Motor Gas/ Diesel			2
GSE 16	Storage Locker Oil / Consumables			1
GSE 17	Pump / Gas Motor 5 hp	ST20K	GB15011452	1
GSE 18	Compressor / Gas Motor			1
GSE 20	Pump Electric Teel Dayton	9K6926		1
GSE 23	Lawn Mower	Murray		1
GSE 25	OPEN			
GSE 26	Pump / Gas Motor Vogelsang Rotary Lobe Pump - Type IV 8 hp Honda	V100-128Q		1
GSE 27	Pump / Honda Gas Motor Viking Gear Pump - Type IV	LL724		1

AIRCRAFT DEICING SYSTEM (Reimbursable)**Type 1 Blending System Inventory**

Line Item	Description	Model	Serial	Quantity	
		Number	Number		
BLD 1	Tank Storage 30' x 30'	1998	6698B	1	
	30' x 30' Advance (Virgin PG)				
BLD 2	Tank Storage Tank - 11	9123/1993	T-11	1	
	12' x 25' Eaton				
BLD 3	Tank Blending	1998	6698-A	1	
	12.66" x 25' Advance				
	Float Level Switch	CT Pro LC-800		1	
	Load Cell	PR6204/25tC3	3035906619	1	
	Load Cell	PR6204/25tC3	3033606615	1	
	Load Cell	PR6204/25tC3	3033606616	1	
	Load Cell	PR6204/25tC3	3033606617	1	
	Load Cell - Spare	PR6204/25tC3	3035906620	1	
	Controller - Minebea Intec	Maxxis 5	CF53STLHYLM	1	
	Printer - OKI 9	Microline 320 Turbo		1	
BLD 4	Pump 3x4x8 (E tank farm)	BP5	Goulds - Fixed	709C370	1
	(Blend Pump)	BP7	3196	7090571	1
	(by Virgin PG)	BP1		717B327-1	1
	(Spare)	BP3		7208969-2	1
	(Premix)	BP4		720B969-7	1
	Spare Virgin PG	2196			1
BLD 5	Pump 3x4x13 (next to Virgin PG)	BP2	Goulds - Fixed	755B722-1	1
	(Shlumberger Pump Station)	BP6	3196	755B726-2	1

AIRCRAFT DEICING SYSTEM (Reimbursable)**Type 1 Blending System Inventory**

Line Item	Description	Model	Serial	Quantity
		Number	Number	
BLD 6	Motor Pump BP1	US Motor - Fixed	B10-R077A-M	1
	40 hp (next to Virgin PG tank)	R077R		
BLD 7	Motor Pump (Shlumberger Station) BP6	GE - Fixed	GJH288712023	1
	30 hp (next to Virgin PG tank) BP2	5KE286BC205	GJH288712035	1
BLD 8	Motor Pump (Premix) BP4	US Motor - Fixed	B10001025332A	1
	7.5 hp (E side tank farm) BP5	T763	B10001025332B	1
	(Spare) BP3		B10001025332C	1
BLD 9	Motor Pump (Blend Pump) BP7	Westinghouse-Fixed	HMH116478004	1
	20 hp	TBFC		
BLD 10	Transformer	GE		7
BLD 11	Control Panel - CP2	Easter -Owens	AN-210 151	1
BLD 12	Control Panel - L - 2	GE	AF37SD	1
BLD 13	Spectra Series MCC-GE	GE	M-488486+87	1
BLD 14	OPEN			
BLD 15	Motor Starter/Coil - GE 600A	0662X0582L01	M-488486	2
	(Electrical Panel - next to blend tank)		M-488487	
BLD 16	Motor Starter/Coil - GE 1000A	960X0518L01	M-948342	6
	(Electrical Panel - outside of north main		M-948343	
	electrical room)		M-948344	

AIRCRAFT DEICING SYSTEM (Reimbursable)**Type 1 Blending System Inventory**

Line Item	Description	Model Number	Serial Number	Quantity
			M-948345	
			M-948347	
			M-948348	
BLD 17	Safety Switch - Canned Quick Disconnect (Electrical Panel - south of blend tank)	GE		7
BLD 18	OPEN			
BLD 19	OPEN			
BLD 20	CPU/W 16 Channel Relay Board	IQPlus-800		1
BLD 21	Relay Board - 4 Channel			1
BLD 22	Butterfly Valve 2" EL-O-Matic	Mueller		1
BLD 23	Butterfly Valve 3" EL-O-Matic Spare	Mueller ELO-NA4KO ELO-NA4KO		5 3 1
BLD 24	Butterfly Valve 4" EL-O-Matic	Mueller		1
BLD 25	Butterfly Valve 3" Keystone	Keystone		14

AIRCRAFT DEICING SYSTEM (Reimbursable)**Type 1 Blending System Inventory**

Line Item	Description	Model Number	Serial Number	Quantity
BLD 26	Butterfly Valve 4" Keystone	Keystone		7
BLD 27	Check Valve 3" Keystone	Keystone		3
BLD 28	Check Valve 4" Keystone	Keystone		2
BLD 29	Pump House Flange Valves	125S-200WOG	60G15 51116	1 1
BLD 30	Compressor - Kaeser	ABT 25	4732	1
BLD 31	Air Dryer	RHT0351	1000003103504 1000003103505 1000003103506 1000003103507	1 1 1 1

AIRCRAFT DEICING SYSTEM (Reimbursable)**Pre - Con Inventory**

Line Item	Description	Model Number	Serial Number	Quantity
PC 1	OPEN			
PC 2	Pump D/E1 15 x 3-8 Sterling Fixed	1VBCTP	541018	1
PC 3	Motor Pump D/E1 15 HP US Motor Fixed	R82A	C11R872A-M	1
PC 4	Meter 3/4" Niagara	Niagara	# 012251	1
PC 5	Meter 1 1/2" Foxboro Fixed	F-DJH5135TJA	#00490617 #00490730	2
PC 6	Meter 1 1/2" Spongler Fixed	Itison	XIHFGCX5	1
PC 7	Meter 3" Spongler Fixed	Itison	225354	1
PC 8	Meter 4" Spongler Fixed	Itison	XIHFGCX5-55832	1
PC 22	Metal Building - Equipped with: Two 3' x 7' Doors Four Roll-up Elec Operated Doors	38' x 39' <i>Boiler Room</i> ATY Systems		1
PC 23	Boiler 800 HP	Cleaver Brooks	CB 100-800	1

AIRCRAFT DEICING SYSTEM (Reimbursable)**Pre - Con Inventory**

Line Item	Description	Model Number	Serial Number	Quantity
PC 24	Boiler 200 HP	Cleaver Brooks	CB 700-200	1
PC 30	Water treatment system	ANCO		1
PC 31	Metal Building - Equipped with: One 6'x7' Double Door Two Roll-up Elec Operated Doors One 4' x 7' Door	32' x 77' <i>Pre Con Building</i> ATY systems		1
PC 33	Gas Area Heater	Dayton	3E368E	6
PC 34	Control Room - Equipped with: Air Conditioner/Heater Three Windows 3' x 7' each	8' x 8'		1
PC 35a	Interface Panel	KOYO		1
PC 35b	Control Panel / PLC	KOYO		1
PC 36	Transformer	GE	9T23Q9872	2
PC 37	Power Panel L3 and L4	GE	AF31SPN	2
PC 38	Power Panel H3	GE	ADF3181MTX	1
PC 39	Power Panel H4	GE	ADF3302TTX	1
PC 40	Motor Control CNTR	GE	M-954053	1
		GE	M-954054	1

AIRCRAFT DEICING SYSTEM (Reimbursable)**Pre - Con Inventory**

Line Item	Description	Model Number	Serial Number	Quantity
		GE	M-954055	1
		GE	M-954092	1
PC 41	Motor Starters		SRPF 250 A	1
			SRPE 30 A	7
			SRPE 60 A	4
			SRPE 7 A	5
PC 42	2 Stage Pre Heater/ Vapor Sep	Alaqua		3
PC 43	Single Stage Heating Elements	Alaqua		3
PC 44	Clean Steam Heat Exchanger	Alaqua		2
PC 45	Blow Down Separator	C-Brooks	20S245.375	1
PC 46	Condensate Tank with Pump	Boyle		1
PC 47	Outside Sodium Vapor Light Fixtures			13
PC 49	Inside Flourescent Light Fixture 8'			27
PC 51	Inside HP Sodium Fixtures			5
PC 53	Electric Blow Down Valve	Drainmaster		3
PC 54	Level Controller	Foxboro		6

AIRCRAFT DEICING SYSTEM (Reimbursable)**Whiskey Alpha (WA) Deice Pad Inventory**

Line Item	Description	Make	Model	Part #	Quantity
	<u>Distribution Type I:</u>				
	This system includes the following equipment:				
WA 1	Ticket Printers	Future Logic	KBM2-60		4
WA 2	Modems (located inside of West Electrical Vault)	Network Interface info RS-485			1
WA 3	Controllers - DanLoad 8000	Emerson - DL 8000	W40161	STA 12; 18339211	1
				STA 13; 18339206	1
				STA 14; 18339204	1
				STA 15; 18339207	1
WA 3a	Meters - Coriolis	MicroMotion	F200S418C2BAEZZZ	STA 12; 3269003	1
				STA 13; 3262494	1
				STA 14; 3268916	1
				STA 15; 3262462	1
WA 3b	Transmitters	MicroMotion	1700R12ABAEZCZ	STA 12; 14392752	1
				STA 13; 14372567	1
				STA 14; 14393001	1
				STA 15; 14374181	1
WA 4	3" Stainless Steel Piping - all coated	Aplied Plastic Coated			Feet
WA 5	Loading Stations (Equipment list is for each station x4):				4
WA 5a	Sight Glass	Jacoby - Tabbox	935-FA	TZF-18C254683	1
WA 5b	3" Fill Hose	Petroleum Transport	7330-3000		1
WA 5c	3" Swivel Joint	OPW Engineered	Style 50		1
WA 5d	2" Hose Assembly w/ quick disconnect and drybreak	Dover			1
WA 5e	Hose Trough	Stainless Steel - Shop Fabricated - Field As-Built			1
WA 5f	4" Positive Displacement Dispensing Meter w/ base support	Brodie	B060A-CAAAA-CDAEA		1
WA 5g	4" Strainer w/ base support	Spirax			1
WA 5h	4" Check Valve	Stockham	G931		1
WA 5i	Motorized Control Valve:				
WA 5i1	Water Actuator	Auma	SG07.1		1
WA 5i2	Glycol Actuator	Auma	SG07.1		1
WA 5j	Pipe Support	Unistrut, site fabricated			1
WA 5k	Manual Butterfly Valve	Keystone	4"		3
WA 5l	Deadman Switch	Schmersal	ZSD5		1
WA 5m	Deadman Control Valve	Brodie	BV88 - 3" Valve		1
WA 5n	Hotbox	Marley - Starrco	CRASM		1
WA 5o	Heat Tracing:	Raychem	20QTVR-CT	5BTVI-CR	1
WA 5o1	Power Kit		JBS-100A		1

AIRCRAFT DEICING SYSTEM (Reimbursable)**Whiskey Alpha (WA) Deice Pad Inventory**

Line Item	Description	Make	Model	Part #	Quantity
WA 5o2	End Kit		PMKG-LE		1
WA 5o3	Thermostat		AMCF5		1
WA 5p	Bypass Connector	4" build manual made			1
WA 5q	4" Manual Block & Bleed Valve	SCB			1
WA 5r	Shelter	Starrco	31992		1
WA 5s	Backflow Preventer:				
WA 5s1	6" Butterfly Valves - Gate Valves	Clow			2
WA 5s2	6" Backflow Preventer	Febco	6" - 860		1
WA 5s3	6" City Water Line				
WA 5s4	Strainer	Mueller			1

Line Item	Description	Make	Model	Part #	Quantity
	<u>Distribution Type IV:</u>				
	This system includes the following equipment:				
WA 6	Pump (P3)	Quanda	Nord - Moyno	B1LSSB35AA	1
WA 7	Pump Motor	Baldor	CEM2333T	2060222012	1
WA 8	Ticket Printers	Future Logic	KBM2-60		1
WA 9	Modems (located inside of West Electrical Vault)	Network Interface info RS-485			1
WA 10	Controller - DanLoad 8000	Emerson - DL 8000	W40161	18339210	1
WA 10a	Meter - Coriolis	MicroMotion	F200S418C2BAEZZZ	3114451	1
WA 10b	Transmitter	MicroMotion	1700R12ABAEZCZ	14120204	1
WA 11	Ball Valve - 4"	Conbraco	87A20A01	B1634	1
WA 12	4" Flow Meter	Micro-Motion	CMF-300M355NQBUEZZZ		1
WA 13	Sight Glass	Jacoby - Tabbox	935-FA	TZF-18C254683	1
WA 14	4" Check Valve	Apollo	CFAM1504		1
WA 15	3" Swivel Joint	OPW Engineered	Style 50		1
WA 16	3" Hose Assembly w/ quick disconnect and dry break	Emco Wheaton	J73C-AVNI-B		1
WA 17	Hose Trough	Stainless Steel - Shop Fabricated - Field As-Built			1
WA 18	Motorized Control Valve				4
WA 19	10,000-Gallon Storage Tank (Equipment for tank as follows):	Eaton	10 X 18	06 6379	1
WA 19a	Tank Level Switches	Magnetrol	B15-4G3A-AOB		2
WA 19b	Tank Level Transmitters	Milltronics	Multi Ranger - 100		2
WA 19c	Ultrasonic Level Sensor	Milltronics	XPS-10		2

AIRCRAFT DEICING SYSTEM (Reimbursable)**Whiskey Alpha (WA) Deice Pad Inventory**

Line Item	Description	Make	Model	Part #	Quantity
	<u>Collection: Manhole #1 (37400) "High Concentrate":</u>				
	This system includes the following equipment:				
WA 20	Refractometer	Misco	VIP2	001	1
WA 21	Level Sensor (LSH-11) Probe	Ametek	6013-55-P-A-10		3
WA 22	Level Sensor (LSH-11) Probe	Ametek	6013-55-P-A-8		2
WA 23	Probe Holders	Ametek	6012-E2-55-EP2		1
WA 24	Sample Pump (P4)	Moyno 500	1.4 GPM		1
WA 25	Control Panel (AIT11) for all equipment in MH#37400	Easter Owens	Shop Drawing - E0-30		1
WA 26	Slide gates (Fresno Gate series 6400/seats inside waterman model C16 shear gate) with motor valves (CV-1 "Tyco Keystone" to tank & CV-2 "Tyco Keystone" to MH#3)				2
WA 27	Vault Controller Panel	Easter Owens	Shop Drawing - E0-32		1
	<u>Collection: Manhole #2 (37387) "Low Concentrate":</u>				
	This system includes the following equipment:				
WA 28	Level Sensors (LHS21 starts the refractometers & LAHH21 high level alarm for the vault)	Ametek	6013-55-P-A-10		2
WA 29	Level Sensor (LSH-21) Probe	Ametek	6013-55-P-A-8		2
WA 30	Probe Holders	Ametek	6012-E2-55-EP2		1
WA 31	Slide Gates (Fresno Gate series 6400/seats inside waterman model C16 shear gate) with motor valves (CV1 "Tyco Keystone" to tank & CV2 "Tyco Keystone" to MH#3)				2
WA 32	Control Valves (CV3 to MH#3 CV4 to MH#1) - Control Box	Auma			2
WA 33	Valve Actuators	Auma	SA14-1		2
WA 34	Sample Pump (P5)	Moyno 500	1.4 GPM		1
WA 35	Refractometer	Atago	PRM-85		1
WA 36	Control Panel (AIT21)	Easter Owens	Shop Drawing - E0-40		1
WA 37	Vault Controller Panel	Easter Owens	Shop Drawing - E0-42		1

	<u>Collection: Manhole #3 (37388) "Low Concentrate":</u>				
	This system includes the following equipment:				
WA 38	Refractometer	Misco	VIP2	002	1
WA 39	Level Sensor (LSH-31) Probe	Ametek	6013-55-P-A-10		3
WA 40	Level Sensor (LSH-31) Probe	Ametek	6013-55-P-A-8		2
WA 41	Probe Holders	Ametek	6012-E2-55-EP2		1

AIRCRAFT DEICING SYSTEM (Reimbursable)**Whiskey Alpha (WA) Deice Pad Inventory**

Line Item	Description	Make	Model	Part #	Quantity
WA 42	Sample Pump (P6)	Moyno 500	1.4 GPM		1
WA 43	Control Panel (AIT11) for all equipment in MH#37400	Easter Owens	Shop Drawing - E0-50		1
WA 44	Slide Gates (Fresno Gate series 6400/seats inside waterman model C16 shear gate) with motor valves (CV-1 "Tyco Keystone" to tank & CV-2 "Tyco Keystone" to MH#3)				2

Line Item	Description	Make	Model	Part #	Quantity
	<u>Collection: Storage Tank (T-1):</u>				
	This system includes the following equipment:				
WA 45	800,000-Gallon Storage Tank (Equipment for tank as follows):	Advance	AWWA D100	2005 05012	1
WA 46	3 Level Sensing Unit:				
WA 46a	LIT-T1 Mounted at the top of the tank, continuous level monitoring ultrasonic sensor	Milltronics		multi ranger 100	1
WA 46b	LE-T1 - Alarm	Milltronics		XPS-15	1
WA 46c	LSHH-T1 Point Level Sensor	Flowtech	1"	LGEPB-B-5-3-H	1
WA 46d	LSSL-T1 Point Level Sensor	Flowtech	1"	LGEPB-B-5-3-H	1
WA 47	10" Tank to Pump House Isolation Butterfly Valve (Buried)	Val Matic	150B, 250 B		4
WA 48	Overflow Flow Switches	Flowtech	1 1/2"	V4-55-2-4-D	2
WA 49	8" Tank to Sump Isolation Butterfly Valve (Buried)	Val Matic	150B, 250 B		1

Line Item	Description	Make	Model	Part #	Quantity
	<u>Collection: Pump House:</u>				
	This system includes the following equipment:				
WA 50	Pump P-1 (Gould's 650 GPM)	Goulds	3196	715F633W3	1
WA 51	Pump P-2 (Gould's 650 GPM)	Goulds	3196	722F471W3	1
WA 52	Motor for P-1 (Baldor 50/HP EM4114T)	Balder	Super E Motor	EM4114T	1
WA 53	Motor for P-2 (Baldor 50 HP/EM 4114T)	Balder	Super E Motor	EM4114T	1
WA 54	Pit High Level Sensor (LS-PH1) Amplifier	Magnetrol		911-A1A0-A10	1
WA 55	Pit High Level Sensor (LS-PH1) Transmitter	Magnetrol		581-1A-22-012	1
WA 56	Touch Screen (Allen Bradley Panel View)	Allen Bradley Panel View	1400E		1
WA 57	Heater (UH-1)	Marley Engineered Prod.	UH524TAB		1
WA 58	Exhaust Ventilation Fan (EF-1)	Greenheck	BSG-100-4-X	06B18896	1
WA 59	Pump Flow Switches (FSP1 & FSP2)	WE Anderson/Flow Tech T		V4-SS-2-D-U	2
WA 60	Electronically Controlled Check Valves	Asco	Red Hat II	I400545	2
WA 61	Backflow Preventers	Inlet		136-03B0SY	2
WA 62	High Current Motor Sensors (ISP1 & ISP2) Current Monitor	Motor Saver		CP-5	2
WA 63	High Current Motor Sensors (ISP1 & ISP2) Current Transmitter	Motor Saver		IT114RL-101	2

AIRCRAFT DEICING SYSTEM (Reimbursable)**Whiskey Alpha (WA) Deice Pad Inventory**

Line Item	Description	Make	Model	Part #	Quantity
WA 64	Control Panels - 4X Class	Easter Owens		Shop drawings E0-70	1
WA 65	Suction Header 10" Butterfly Valves	Keystone	362-150 ANSI-150		2
WA 66	Strainer with Blow Off Valves	Fabco			2
WA 67	Discharge Header Isolation 8" Butterfly Valves	Keystone			2
WA 68	Pump House Discharge Valve 8"	Keystone			1

	<u>Collection: Tank Cleanout Pit:</u>				
	This system includes the following equipment:				
WA 69	8" Butterfly Valves (Buried)	Keystone			2
WA 70	Level Sensor (LSH-S1)	Magnetrol		921-A1A0-A10	1

	<u>Facility Equipment & Controls:</u>				
	This system includes the following equipment:				
WA 71	TMS Computer and Software - Dispensing	TMS-6000	TMS-6000		1
WA 72	SCADA System - Recovery	Custom			1
WA 73	Fiber Optic Modems - Recovery System	SI Tech		2850	4

AIRCRAFT DEICING SYSTEM (Reimbursable)
Concourse A Icehouse Inventory

Line Item	Description		Model	Serial / Part	Quantity
			Number	Number	
<u>System: Type I Tank</u>					
	This system includes the following equipment:				
AICE 1	Tank Storage - Type I Insulated	Tank #1	not available	not available	1
	10' x 30'; 20,000 gal.		covered by insulation	covered by insulation	
AICE 2	Expansion Tanks on Type I Tank				2
AICE 3	6" Gear Actuated Butterfly Valves			BFV 144	1
	on Expansion Tanks - Keystone			BFV 145	1
AICE 4	Actuator - Keystone		EPI-TORC-13	00-00039965	1
	Glycol I Supply Line				
AICE 5	4" Butterfly Valve - Keystone			not accessible	2
<u>System: Type I Tank to Loading Stations</u>					
	This system includes the following equipment:				
AICE 6	TopRo Control Panel				1
AICE 7	Meter - Concourse A Icehouse Type I	STA #18	FCB350	F1Y0080R0A1A1C3D2A2B	1
	ABB Coriolis Master				
AICE 8	Pumps - A-C		731	52-053-232-000	3
AICE 9	Pump Motors - 125 hp Baldor	#1	ECP 4412T-4	P10-98	1
		#2	ECP 4412T-4	1093C-43	1
		#3	ECP 4412T-4	593C-049	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Concourse A Icehouse Inventory

Line Item	Description	Model	Serial / Part	Quantity
		Number	Number	
AICE 10	6" Butterfly Valve - Keystone	061	BFV 128, 129, 130	3
		061	BFV 125, 126, 127	3
AICE 11	"Y" Strainer - 125 lb.	Mueller 758		3
AICE 12	Ball Valve - Apolla	600 WOG		3
AICE 13	8" Gear Actuated Butterfly Valves Keystone		BFV 157	1
AICE 14	4" Butterfly Valve - Keystone Glycol I Return		BFV 158 not accessible	1 4
AICE 15	6" Gear Actuated Butterfly Valves Keystone (on Glycol II Line)		BFV 153, Valve #014	1
AICE 16	6" Butterfly Valve - Keystone (on Glycol II Line)	061	Valve #013	1
System: Type I Loading Stations				
	This system includes the following equipment:			
AICE 17	4" Butterfly Valves - Keystone			8
AICE 18	Meter - BiRotor	B080ABAAAABCAAA	9311-34810-1-1	1
		B080ABAAAABCAAA	9311-34810-1-2	1
AICE 19	Dead Man Switch			2
AICE 20	2" Fill Hose and Coupler			2

AIRCRAFT DEICING SYSTEM (Reimbursable)
Concourse A Icehouse Inventory

Line Item	Description	Model	Serial / Part	Quantity
		Number	Number	
AICE 39	WATTS Valve 3"			2
AICE 40	WATTS Valve 4"			2
AICE 41	Controller - Type I Emerson - DanLoad 8000	STA #18	W40161 18339205	1
<u>System: Type IV Tank</u>				
	This system includes the following equipment:			
AICE 21	Tank Storage - Type IV 30,000 gallon Stainless Steel			1
AICE 22	Pump - Type IV Megator Lobe Flex Pump - Fixed		DS-L8125-36-1 PJ2700	1
AICE 23	Pump Motor - Type IV Nord - Fixed		100LA/4 CUS NM35712701/0831	1
AICE 23a	Nord Gear Box		22-100L/40 CUS 800843629100	1
AICE 24	2" Butterfly Valves - Keystone			7
AICE 25	8" Gear Actuated Butterfly Valves Keystone		Valve #s 015, 016, 017, 018	4
AICE 26	Meter - Type IV MicroMotion - Coriolis	STA #19	F300S35JC2BAEZZZZ	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Concourse A Icehouse Inventory

Line Item	Description		Model	Serial / Part	Quantity
			Number	Number	
AICE 27	Controller - Type IV	STA #19	W40161	20582844	1
	Emerson - DanLoad 8000				
AICE 28					
	Transmitter - Type IV	STA #19	1700R12ABAEZCZ	14491113	1
	MicroMotion				
AICE 29	OPEN				
AICE 30	OPEN				
<u>System: Loading Rack</u>					
	This system includes the following equipment:				
AICE 31	6" Butterfly Valve - Keystone				1
AICE 32	Control Box		GTP-1750AR-4X	13614	1
AICE 33	Dead Man Switch				1
AICE 34	4" Fill Hose and Coupler				1
<u>System: To/From Loading Rack</u>					
	This system includes the following equipment:				
AICE 35	Pump - Moyno Progressing Cavity	#1	4G065G1 SSQ	AS8793893-2	1
AICE 36	Pump Motor - GE 40 hp	#1	5K892488208D8	TH6254224	1
AICE 37	6" Gear Actuated Butterfly Valves			BFV 147, Valve #001	1
	Keystone			BFV 148, Valve #002	1
				BFV 185, Valve #003	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Concourse A Icehouse Inventory

Line Item	Description		Model	Serial / Part	Quantity
			Number	Number	
				BFV 186, Valve #004	1
				BFV 140, Valve #012	1
				BFV 141, Valve #011	1
				BFV 142, Valve #010	1
AICE 38	Control Panel	P5	VTAC		1

Exhibit A - Scope of Services
Attachment 1 - Equipment Inventory

Asset Number	Description	Parent Asset	Parent Asset Description	Location	Location Description
46027	VALVE, CV-5520, CHECK VALVE, POND 3A	49237	SITE, POND 003A	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
46028	VALVE, CV-5510, CHECK VALVE, POND 3A	49237	SITE, POND 003A	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
46035	VALVE, V-5530, PRESSURE REGULATING VALVE, POND 3A	49237	SITE, POND 003A	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
46082	POND, DEICER-CONTAMINATED STORM WATER CONTAINMENT POND 3A	49237	SITE, POND 003A	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
46093	PUMP, P5530, DISCHARGE PUMP VERTICAL TURBINE, POND 3A	49237	SITE, POND 003A	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
46094	PUMP, P5540, DISCHARGE PUMP VERTICAL TURBINE, POND 3A	49237	SITE, POND 003A	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
46025	VALVE, V-5510, DISCHARGE VALVE, POND 3A	49241	SITE, RECYCLING FACILITY	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
46026	VALVE, V-5520, DISCHARGE VALVE, POND 3A	49241	SITE, RECYCLING FACILITY	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
52134	HEAT EXCHANGER, 39, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
46065	VALVE, DIW32226, 24" SHEAR GATE VALVE, D DEICE PAD.	NULL	NULL	AIR02	WEST RW COMPLEXES, AIRFIELD
46066	VALVE, DIW32227, 18" SHEAR GATE VALVE, D DEICE PAD.	NULL	NULL	AIR02	WEST RW COMPLEXES, AIRFIELD
52148	TANK, STORAGE TANK F, CARGO DEICE PAD	NULL	NULL	AIR0509	DELTA, DE-ICE PAD, AIRFIELD
46108	TANK, STEEL DEICING FLUID STORAGE TANK F, D DEICING PAD.	NULL	NULL	AIR02	WEST RW COMPLEXES, AIRFIELD
49237	SITE, POND 003A	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49241	SITE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49791	VALVE, 4" BLOCK & BLEED MANUAL VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49792	VALVE, 6" GATE VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49793	PUMP, PUMP P3, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49794	VALVE, SLIDE GATE VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49795	VALVE, SLIDE GATE VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49796	VALVE, SLIDE GATE VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49798	VALVE, 10" BUTTERFLY (ISOLATION) VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49799	VALVE, 8" BUTTERFLY (SUMP) VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49800	PUMP, PUMP P1, WA DEICE PAD.	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49801	PUMP, PUMP P2, WA DEICE PAD.	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49802	VALVE, 10" BUTTERFLY (SUCTION) VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49803	VALVE, 8" BUTTERFLY (ISOLATION) VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49804	VALVE, 8" BUTTERFLY (DISCHARGE) VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49805	VALVE, 8" BUTTERFLY VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49807	TANK, STORAGE TANK16, RECYCLING FACILITY	NULL	NULL	AIR0503	CARGO, DE-ICE PADS, AIRFIELD
49808	TANK, STORAGE TANK 18, CARGO PAD	NULL	NULL	AIR0509	DELTA, DE-ICE PAD, AIRFIELD
49809	TANK, STORAGE TANK17, CARGO DEICE PAD	NULL	NULL	AIR0509	DELTA, DE-ICE PAD, AIRFIELD
49820	PUMP, PUMP P11, TANK FARM, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49821	PUMP, PUMP P12, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49822	PUMP, PUMP DP1, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.

49823	PUMP, PUMP DP2, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49824	PUMP, PUMP DP3, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49825	PUMP, PUMP DP4, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49826	PUMP, PUMP CAR-1, CARGO DEICE PAD	NULL	NULL	AIR0509	DELTA, DE-ICE PAD, AIRFIELD
49827	PUMP, PUMP CAR-2, CARGO DEICE PAD	NULL	NULL	AIR0509	DELTA, DE-ICE PAD, AIRFIELD
49828	VALVE, 4" BLOCK BLEED VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49829	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49830	VALVE, 8" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49831	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49832	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49833	PUMP, PUMP TYPE IV, CARGO DEICE PAD	NULL	NULL	AIR0509	DELTA, DE-ICE PAD, AIRFIELD
49834	PUMP, PUMP TYPE IV, J DEICE PAD	NULL	NULL	AIR0506	J, DE-ICE PADS, AIRFIELD
49837	PUMP, PUMP P5, UALTANK, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49838	PUMP, PUMP P6, UALTANK, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49839	PUMP, PUMP P7, UALTANK, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49840	PUMP, PUMP P8, UALTANK, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49841	PUMP, PUMP P9, UALTANK, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49842	VALVE, 6" CHECK SHUT OFF CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49843	VALVE, 4" FLOW CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49844	VALVE, 4" FLOW CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49845	VALVE, 6" FLOW CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49846	VALVE, 6" FLOW CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49847	VALVE, 4" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49848	VALVE, 4" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49849	VALVE, 4" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49850	VALVE, 4" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49851	VALVE, 4" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49852	VALVE, 4" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49853	VALVE, 4" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49854	VALVE, 4" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49855	VALVE, 6" CHECK SHUT OFF CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49856	VALVE, 6" CHECK SHUT OFF CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49857	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49858	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49859	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49860	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49861	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49862	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49863	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49864	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.

49865	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49866	VALVE, 6" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49867	VALVE, 8" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49868	VALVE, 10" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49869	VALVE, 10" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49870	VALVE, 10" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49871	VALVE, 12" BUTTERFLY SHUT OFF VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49872	VALVE, 6" CONTROL VALVE W/TRANSDUCER, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49873	VALVE, 6" CONTROL VALVE W/TRANSDUCER, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49874	VALVE, 8" CONTROL VALVE W/TRANSDUCER, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49875	PUMP, PUMP SUBMERSIBLE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49876	PUMP, PUMP P609, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49877	PUMP, PUMP P610, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49878	PUMP, PUMP P601, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49879	PUMP, PUMP P605, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49880	PUMP, PUMP P603, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49881	PUMP, PUMP P604, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49882	PUMP, PUMP P607, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49883	PUMP, PUMP P608, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49884	PUMP, PUMP P606, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49885	PUMP, PUMP P602, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49886	PUMP, PUMP FP1, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49887	PUMP, PUMP FP2, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49888	PUMP, PUMP P13, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49889	PUMP, PUMP P14, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49904	VALVE, 4" BUTTERFLY VALVE, TANK A, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49905	VALVE, 4" BUTTERFLY VALVE, TANK A, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49906	VALVE, 4" BUTTERFLY VALVE, TANK B, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49907	VALVE, 4" BUTTERFLY VALVE, TANK B, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49908	VALVE, 4" BUTTERFLY VALVE, TANK C, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49909	VALVE, 4" BUTTERFLY VALVE, TANK C, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49910	VALVE, 4" BUTTERFLY VALVE, TANK D, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49911	VALVE, 4" BUTTERFLY VALVE, TANK D, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49912	VALVE, 4" BUTTERFLY VALVE, TANK E, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49913	VALVE, 4" BUTTERFLY VALVE, TANK E, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49914	VALVE, 4" BUTTERFLY VALVE, TANK F, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49915	VALVE, 4" BUTTERFLY VALVE, TANK F, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49916	VALVE, 18" BUTTERFLY VALVE, TANK F, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49917	VALVE, 18" BUTTERFLY VALVE, TANK F, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49918	VALVE, 18" BUTTERFLY VALVE, TANK E, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.

49919	VALVE, 18" BUTTERFLY VALVE, TANK E, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49920	VALVE, 18" BUTTERFLY VALVE, TANK D, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49921	VALVE, 18" BUTTERFLY VALVE, TANK D, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49922	VALVE, 18" BUTTERFLY VALVE, TANK C, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49923	VALVE, 18" BUTTERFLY VALVE, TANK C, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49924	VALVE, 18" BUTTERFLY VALVE, TANK B, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49925	VALVE, 18" BUTTERFLY VALVE, TANK B, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49926	VALVE, 18" BUTTERFLY VALVE, TANK A, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49927	VALVE, 18" BUTTERFLY VALVE, TANK A, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49932	PLOW, 7'SNOW PLOW, BOSS PLOW, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49933	PUMP, PUMP CHEMICAL, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49934	PUMP, PUMP CHEMICAL, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49935	PUMP, PUMP CHEMICAL, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49936	VALVE, TANK LEVEL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49937	VALVE, TANK LEVEL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49940	TRANSFORMER, NOT LABELED, RECYCLE FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49946	BACKFLOW PREVENTER 2", RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49947	BACKFLOW PREVENTER 4", RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49948	VALVE, 6" FLOW GATE VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49949	VALVE, 6" FLOW GATE VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49950	VALVE, 4" FLOW GATE VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49951	VALVE, 6" WATTS VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49952	VALVE, TYPE 1 CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49954	BACKFLOW PREVENTER, 6" BACK FLOW PREVENTER, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49956	BACKFLOW PREVENTER, BACK FLOW PREVENTER, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
49958	TRANSFORMER, NOT LABELED, RECYCLE FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49959	VALVE, 4" BLOCK BLEED VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49960	VALVE, 4" BLOCK BLEED VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49961	VALVE, 4" BLOCK BLEED VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49962	VALVE, 4" BLOCK BLEED VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49963	VALVE, 4" BLOCK BLEED VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49964	VALVE, 4" BLOCK BLEED VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49968	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49969	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49970	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49971	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49972	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49973	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49974	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49975	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.

49976	VALVE, 4" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49977	VALVE, 8" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49978	VALVE, 8" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49979	VALVE, 8" CONTROL VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49980	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49981	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49982	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49983	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49984	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49985	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49986	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49987	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49988	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49989	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49990	VALVE, 4" BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49991	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49992	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49993	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49994	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49995	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49996	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49997	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49998	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
49999	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50000	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50001	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50002	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50003	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50004	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50005	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50006	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50007	VALVE, 4" BUTTERFLY VALVE W/ACT, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50008	BACKFLOW PREVENTER, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50009	BACKFLOW PREVENTER, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50013	EXCHANGER, HEAT 39, RECYCLING FACILITY	NULL	NULL	RET	RETIRED EQUIPMENT
50018	VALVE, 8" CONTROL VALVE W/TRANSDUCER, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50024	TRAILER, TRAILER BIG TEX, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50025	TRAILER, TRAILER 4'X8', RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50026	TRAILER, TRAILER METERING PROVERING, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50027	PUMP, 4" GORMAN RUPP, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.

50028	PUMP, 4" GODWIN, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50029	PUMP, 8" GODWIN, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50030	PUMP, 8 HP BRIGGS, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50031	PUMP, 8 HP HONDA, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50034	PUMP, PUMP BP5, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50035	PUMP, PUMP BP7, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50036	PUMP, PUMP BP1, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50037	PUMP, PUMP BP3, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50038	PUMP, PUMP BP6, SHLUMBERGER, RECYCLING, FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50039	PUMP, PUMP BP2, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50040	TRANSFORMER, NOT LABELED, RECYCLE FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50046	VALVE, 4" EL-O-MATIC, BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50047	VALVE, 4" KEYSTONE, BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50048	VALVE, 4" KEYSTONE, BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50049	VALVE, 4" KEYSTONE, BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50050	VALVE, 4" KEYSTONE, BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50051	VALVE, 4" KEYSTONE, BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50052	VALVE, 4" KEYSTONE, BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50053	VALVE, 4" KEYSTONE, BUTTERFLY VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50054	VALVE, 4" KEYSTONE, CHECK VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50055	VALVE, 4" KEYSTONE, CHECK VALVE, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50059	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50060	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50061	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50062	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50063	PUMP, PUMP A, AICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50064	PUMP, PUMP B, AICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50065	PUMP, PUMP C, AICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50066	VALVE, 6" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50067	VALVE, 6" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50068	VALVE, 6" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50069	VALVE, 6" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50070	VALVE, 6" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50071	VALVE, 6" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50072	VALVE, 8" GEAR ACTUATED BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50073	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50074	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50075	VALVE, 6" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50076	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50077	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.

50078	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50079	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50080	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50081	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50082	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50083	VALVE, 4" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50086	PUMP, PUMP TYPE IV, AICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50087	VALVE, 8" GEAR ACTUATED BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50088	VALVE, 8" GEAR ACTUATED BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50089	VALVE, 8" GEAR ACTUATED BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50090	VALVE, 8" GEAR ACTUATED BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50091	PUMP, PUMP, AICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50092	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #005, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50093	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #006, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50094	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #008, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50095	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #007, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50096	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #009, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50097	VALVE, 6" BUTTERFLY VALVE #019, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50098	VALVE, 6" BUTTERFLY VALVE, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50099	PUMP, PUMP, AICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50100	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #001, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50101	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #002, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50102	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #003, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50103	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #004, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50104	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #012, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50105	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #011, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50106	VALVE, 6" GEAR ACTUATED BUTTERFLY VALVE #010, A ICE HOUSE	NULL	NULL	DICA	CONCOURSE A DE-ICE BUILDING, OUT BLD.
50107	PUMP, PUMP D/E1, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50110	TRANSFORMER, NOT LABELED, RECYCLE FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50111	TRANSFORMER, NOT LABELED, RECYCLE FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50483	VALVE, MOTORIZED CONTROL VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
50488	VALVE, MOTORIZED CONTROL VALVE, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
50490	HEATER, HEATER UH1, WA DEICE PAD	NULL	NULL	DWA	WHISKEY-ALPHA, DE-ICE BUILDING, OUT BLD.
50500	METER, CARGO TYPE 1, STA #4, CARGO DEICE PAD	NULL	NULL	AIR0509	DELTA, DE-ICE PAD, AIRFIELD
50503	METER, TYPE IV, STA #17, CARGO DEICE PAD	NULL	NULL	AIR0509	DELTA, DE-ICE PAD, AIRFIELD
50511	PUMP, VACUUM PUMP SKID A, C101, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.
50512	PUMP, SIHI FIXED, C102, RECYCLING FACILITY	NULL	NULL	DIR	DE-ICING RECOVERY BUILDING, OUT BLD.

Exhibit A, Attachment 2: Inland, 202054011

Part 1: DEN Design Standards and BIM Standards Manuals Links

[Civil Infrastructure](#)

[Sustainability](#)

[Standards & Criteria](#)

[Architectural](#)

[Communications & Electronic Systems](#)

[Digital Facilities & Infrastructure / BIM](#)

[Electrical](#)

[Life-Safety](#)

[Mechanical](#)

[Structural](#)

**Exhibit A, Attachment 2: Inland,
202054011**

Part 2: DEN Technical Specifications

[Division 1 through 33 Technical Specifications](#)

Exhibit B: Inland, 202054011

Schedule of Rates and Fees

Contract Pricing Structure

1.0 Fees for Maintenance, Operation and Management

DEN will agree to pay Operator for services as identified in the operations and maintenance tabulation in Exhibit B, Attachment 1. Fees will be paid on a quarterly basis on an agreed upon date and frequency between DEN and the Operator. This fee schedule shall go into effect after Notice to Proceed is given.

2.0 Fees for Additional and Supplemental Services

DEN will agree to pay Inland for additional and supplemental services as identified by the fee schedule for additional services in Exhibit B, Attachment 2. These services will be utilized at the discretion of DEN and be billed on a time and material or lump sum basis as identified in the additional and supplemental services fee schedule.

3.0 Fees & Financial Information for Design Build Scope of Services

3.1 DEN will agree to pay a total amount not to exceed of \$28,475,399.00 in annual payments over the course of the life of the contract to Inland to plan, design, execute, compete and finance the Design Build Scope of services as identified in the fee schedule in Exhibit B, Attachment 3. The fee schedule will encompass all items identified within Exhibit A, Section 6 of this contract.

- 3.1.1 Aircraft Deicing System Modernization as identified in Exhibit A, Section 6.2.1 of this contract will be financed by Inland. Inland will finance a total sum of \$14,198,581.00 as identified in the fee schedule in Exhibit B, Attachment 3.1. The initial deposit of \$1,500,000.00 shall be paid to Inland upon execution of this contract.
- 3.1.2 At the completion of the term of the contract, DEN will have options to either purchase Inland owned equipment installed as part of the ADS Modernization project for \$6,414,028.75 or to have Inland remove the equipment owned by them as part of the ADS Modernization project for \$1,293,479.00.
- 3.1.3 No retainage shall be applied to this contract.
- 3.1.4 Textura fees shall not be applied to this contract.
- 3.1.5 DEN may, at any time during the life of the contract, exercise an option to pay off the remaining debt balance for the Inland owned equipment as identified in Exhibit B, Attachment 3.1. The remaining debt balance to be paid off will be calculated based on the outstanding principal balance, plus the accrued interest on the anniversary date of the execution of the contract.
- 3.1.6 Inland will finance a total sum not to exceed amount of \$7,739,070.00 to plan, execute and complete future design build projects per Exhibit A, Section 6.2.2 and as identified in the listing and fee schedule in Exhibit B, Attachment 3.2.
- 3.1.7 A repayment schedule as identified in Exhibit B, Attachment 3.3 will be followed upon the execution of this contract. Annual payments will be invoiced by Inland on the anniversary date of the Notice to Proceed. Upon final completion and acceptance of the design build scope of services as identified in Exhibit A, Section 6. Inland will produce final project costs to DEN of the amount Inland financed for planning, designing, building, and executing the design build scope of services.

Exhibit B: Inland, 202054011**Attachment 1: Rates and Fees for Maintenance, Operation and Management**

Item No.	Description	Unit	Annual Cost/Credit
1	Annual Management Fee Paid to Operator	Per Year	\$860,000.00 ^{1, 2} \$378,000.00 ^{2, 3}
2	Management Fee Annual Escalator Paid to Operator	Percent	2.0% per year or CPI*, 4% cap ^{3, 4}
3	Blending Equipment Use Credit Rate Paid to City	Per Gallon	\$0.017 ^{1, 2, 5} \$0.04 ^{2, 3, 5}
4	PG Revenue Credit Rate Paid to City**	Per Gallon ¹ Annual ³ Annual ³	\$0.473 ^{1, 2, 6} \$50,000.00 ^{3, 9, 10, 12, 13} \$125,000.00 ^{3, 9, 11, 12, 13}
5	Process Effluent Discharge to City	Tons Gallons Tons	Biological Oxygen Demand (BOD) ^{2, 7} Flow ^{2, 7} Total Kjeldahl Nitrogen ^{2, 7}
6	Outside Fluid Credit – System Access Paid to City	Gallons	# Gallons delivered x \$0.12/gallon ²
7	Outside Fluid Credit – Sewer Disposal Fees Paid to City	Gallons	# Gallons delivered x (1 minus % concentration of delivered fluid) x \$0.015/gallon ^{2, 8}

* CPI is consumer price index based on data provided by the U.S. Department of Labor and Statistics (i.e., the US Inflation Calculator). <https://www.usinflationcalculator.com/inflation/consumer-price-index-and-annual-percent-changes-from-1913-to-2008/>

** CDI is Chemical Data Intelligence that establishes Propylene Glycol (PG) Market Pricing under this agreement. <https://dashboard.chemicaldata.com/#/>

¹ Applies only to the first 365 days following contract execution.

² Paid in quarterly installments.

³ Applies after the first 365 days following contract execution.

⁴ Annual management fee escalator – 2.0% per year or CPI, whichever is greater, not to exceed 4.0%.

⁵ Based on gallons of aircraft deicing fluid blended on site by Operator utilizing DEN-owned equipment.

⁶ Based on gallons of reclaimed glycol product produced by Operator.

⁷ Reimbursement shall be at rates equivalent to those paid by the City to Denver Wastewater for disposal at the time of discharge.

⁸ Credit rates may change based on future disposal rates set by Denver Wastewater.

⁹ PG Revenue Credits are contingent on the minimum quarterly average CDI Market Price per pound exceeding \$0.60. DEN will earn 25% of the total PG Revenue Credit for each quarter the average CDI Market Price per pound exceeds \$0.60.

¹⁰ A PG Revenue Credit of \$50,000 will be paid to DEN contingent upon Inland producing between 4,500,001-5,500,000 pounds of 99% PG between October 1st and September 30th of the given year.

¹¹ A PG Revenue Credit of \$125,000 will be paid to DEN contingent upon Inland producing more than 5,500,000 pounds of 99% PG between October 1st and September 30th of the given year.

¹² If Inland produces 4,500,000 pounds or less of 99% PG between October 1st and September 30th of the given year, DEN will not be eligible for a PG Revenue Credit.

¹³ PG Revenue Credit eligibility will be determined between October 1st and September 30th, and a single annual payment will be made prior to December 31st based on the CDI Market Price per pound and total pounds produced based on the criteria above.

Exhibit B: Inland, 202054011**Attachment 2: Fees for Additional and Supplemental Services**

CALL-OUT FEES FOR SUPPLEMENTAL SERVICES	RATE
Frac Tank, (includes Mobilization, demobilization, clean up)	\$1,800 per frac tank
Frac Tanks	\$1,080 each/month
Trucking	\$180 per hour
Staff Labor	\$49 per hour
Glycol Guard	\$3,500 each
Glycol Recovery Vehicle (GRV) with labor	\$250 per hour
Vacuum Truck	\$410 per hour
Supplemental Equipment	At Cost
<u>*All above hourly rates are 4 hours minimum</u>	
ENGINEERING SUPPLEMENTAL SERVICES	RATE
Principal Engineer	\$130 per hour
Project Manager	\$95 per hour
Engineer General	\$85 per hour
Drafter or CADD specialist	\$75 per hour
MAINTENANCE, OPERATION, AND MANAGEMENT OF ADDITIONAL ADS ELEMENTS	
Supplement to Annual Management Fee	Negotiated lump sum

All above fees may be changed based on market conditions and CPI and agreed to by DEN.

Exhibit B: Inland, 202054011
Attachment 3: Design Build Scope of Services Fees and schedules

The following attachment summarizes the principal, interest, and deposit costs of Inland financing the design build scope of services.

Design Build Scope of Services Costs Total	
ADS Modernization	
DEN Owned, Fixed Assets Loan Principal Costs	3,261,434
DEN Owned, Fixed Assets Interest Costs	1,372,845
Inland Owned, Removable Assets Loan Principal Costs	4,886,176
Inland Owned, Removable Assets Interest Costs	6,623,686
DEN year 1 Deposit	1,500,000
Future Design Build Projects	
Future Design Build Projects Loan Principal Costs	7,576,992
Future Design Build Projects Interest Costs	2,654,266
DEN years 1, 2, 3 Deposits	600,000
TOTAL 15 YEAR PAYBACK TO INLAND FROM DEN	
	\$28,475,399

Exhibit B: Inland, 202054011**Attachment 3.1: Aircraft Deicing System Modernization Fee Schedule**

The following attachment identify the fees and costs of construction, financing and carrying costs by Inland, deposits by DEN and payment schedule for the Aircraft Deicing System Modernization. Listing of DEN-owned assets (fixed) as identified in Exhibit A, Attachment 1. Listing of Inland owned equipment will be produced annually per Article II.G.1.

Summary of Amount Financed - ADS Modernization		
Original Project costs		\$15,307,691
Carrying costs		\$390,890
Deposit payments made		-\$1,500,000
Total to be Financed		\$14,198,581

Capital Asset: DEN-Owned Assets (Fixed)				
Loan Amount		3,261,434		
Annual Interest Rate		6.000%		
Loan Period in Years		14.00		
# Payments per Year		1		
Type (Beginning of each Period)		1		
	Annual Payment	\$331,019.93		
Period	Annual Payment	Principal	Interest	Balance
				\$3,261,434.38
1	\$331,019.93	331,019.93	0.00	\$2,930,414.45
2	\$331,019.93	155,195.06	175,824.87	\$2,775,219.40
3	\$331,019.93	164,506.76	166,513.16	\$2,610,712.63
4	\$331,019.93	174,377.17	156,642.76	\$2,436,335.47
5	\$331,019.93	184,839.80	146,180.13	\$2,251,495.67
6	\$331,019.93	195,930.19	135,089.74	\$2,055,565.48
7	\$331,019.93	207,686.00	123,333.93	\$1,847,879.49
8	\$331,019.93	220,147.16	110,872.77	\$1,627,732.33
9	\$331,019.93	233,355.99	97,663.94	\$1,394,376.35
10	\$331,019.93	247,357.34	83,662.58	\$1,147,019.00
11	\$331,019.93	262,198.79	68,821.14	\$884,820.22
12	\$331,019.93	277,930.71	53,089.21	\$606,889.50
13	\$331,019.93	294,606.56	36,413.37	\$312,282.95
14	\$331,019.93	312,282.95	18,736.98	\$0.00
Total	\$4,634,278.96	\$3,261,434.38	\$1,372,844.58	

Capital Asset: Inland-Owned Assets (Removable)				
Loan Amount		10,937,147		
Annual Interest Rate		6.000%		
Loan Period in Years		24.00		
# Payments per Year		1		
Type (Beginning of each Period)		1		
	Annual Payment	\$822,133.01		
Period	Annual Payment	Principal	Interest	Balance
				\$10,937,147.00
1	\$822,133.01	822,133.01	0.00	\$10,115,013.99
2	\$822,133.01	215,232.17	606,900.84	\$9,899,781.82
3	\$822,133.01	228,146.10	593,986.91	\$9,671,635.72
4	\$822,133.01	241,834.87	580,298.14	\$9,429,800.85
5	\$822,133.01	256,344.96	565,788.05	\$9,173,455.89
6	\$822,133.01	271,725.66	550,407.35	\$8,901,730.24
7	\$822,133.01	288,029.20	534,103.81	\$8,613,701.04
8	\$822,133.01	305,310.95	516,822.06	\$8,308,390.10
9	\$822,133.01	323,629.60	498,503.41	\$7,984,760.49
10	\$822,133.01	343,047.38	479,085.63	\$7,641,713.11
11	\$822,133.01	363,630.22	458,502.79	\$7,278,082.89
12	\$822,133.01	385,448.04	436,684.97	\$6,892,634.85
13	\$822,133.01	408,574.92	413,558.09	\$6,484,059.93
14	\$822,133.01	433,089.41	389,043.60	\$6,050,970.52
15	\$822,133.01	459,074.78	363,058.23	\$6,414,028.75*
Total	\$12,331,995.15	\$5,345,251.26	\$6,986,743.89	

*Denotes total buyout amount for Inland owned equipment. Amount is the total outstanding balance at the end of year 14, plus the accrued interest in year 15.

ADS Modernization					
Calculation of estimated carrying costs at 6% per year, less DEN deposits payments					
Months After NTP	Monthly Costs	Deposits	Cumulative	Interest Cost to Inland	
1	1,320,360		1,320,361	6,602	
2	1,577,411	- 1,500,000	1,397,772	6,989	
3	991,803		2,389,574	11,948	
4	1,100,585		3,490,159	17,451	
5	2,012,825		5,502,984	27,515	
6	1,252,113		6,755,097	33,775	
7	390,447		7,145,543	35,728	
8	1,037,605		8,183,148	40,916	
9	907,842		9,090,990	45,455	
10	896,028		9,987,019	49,935	
11	984,962		10,971,981	54,860	
12	971,467		11,943,448	59,717	
13	971,467				
14	290,226				
15	277,653				
16	324,899				
TOTALS	15,307,691	- 1,500,000		390,890	
Amount to be Financed					
	<u>Project</u>	<u>Carrying</u>	<u>Revised</u>	<u>DEN</u>	<u>To Be</u>
	<u>Subtotal</u>	<u>Costs</u>	<u>Project Costs</u>	<u>Deposits</u>	<u>Financed</u>
Year 1	15,307,691	390,890	15,698,581	- 1,500,000	14,198,581

Exhibit B: Inland, 202054011
Attachment 3.2: Future Design Build Projects List & Fee Schedule

The following attachment identify the fees and costs of construction, financing and carrying costs by Inland, deposits by DEN and payment schedule for the Aircraft Deicing System Modernization. Listing of DEN-owned assets (fixed) as identified in Exhibit A, Attachment 1.

List of Future Design Build Projects – Exhibit A, Section 6.2.2

Item	Title	Description	UOM	Quantity	Price per UOM	Costs
1	Replace Programmable Logic Controller	Replacement of the Allen Bradley PLC-5/11 series Programmable Logic Controller (PLC) hardware that controls ADF system	LS	1	\$77,641	\$77,641
2	Repair & replace drive pad at Glycol facility	Excavate and repair pipes on the circle drive in front of the main building. Repair and replace approximately 4,700 square feet of concrete. Cost includes a \$25,000 allowance to excavate, abandon or repair any existing piping below the slab.	LS	1	\$206,010	\$206,010
3	Renovate Offices within Main Bldg.	Add 2,500 SF interior build-out for employee lockers, break room, shop space, add 1 restroom, remodel and expansion of laboratory, and HVAC replacement at existing offices to ductless mini-split system. Expanded 2,500 SF area to be built on a new mezzanine with break room above and shop space below. Work will occur after new distillation plant is complete and existing plant is demolished.	LS	1	\$1,464,552	\$1,464,552
4	Centralized Storage Bldg.	Demo 3 Tuff Sheds onsite and build a new 20'x30' pre-engineered metal building with 2 bay doors to be used for storage of tools and equipment. No fire sprinklers or heating included. Power and lighting to be extended from main building.	LS	1	\$355,092	\$355,092
5	AECOM Facility Condition Assessment repairs	Complete all repairs identified within the AECOM Facility Condition Assessment dated 12/27/18 from RFP, at the following Bldgs. only: MVR Bldg., Tank Farm, Boiler Bldg., Deicing Recovery Facility, Deicing Recovery Facility pump house, and WA Pump House. Includes repair of Pond Liner 003A and remove of stacks in Boiler Bldg. Does not include repairs at WADS or Metering Point facilities. Recommended improvements to Precon Bldg. are included in base bid. Pricing assumes work does not require permitting through CCD.	LS	1	\$187,293	\$187,293
6	Added utility sinks	Add one (1) utility sink in Main Bldg.	LS	1	\$21,192	\$21,192
7	Hazardous Materials Storage Bldg.	Add new pre-manufactured hazardous materials storage container to isolate and store (32) 55-gallon drums. Located outside of the Main Bldg. Provide elevated floor with secondary containment and garage door.	LS	1	\$109,597	\$109,597
8	Plate Washing Area	Provided dedicated 10'x10' plate washing area when pressure washing acid off of plates in order to minimize erosion of concrete paving. Wash area to be located inside footprint of main building. Scope includes hotsy pressure washer and associated water/power, and drain basin.	LS	1	\$94,707	\$94,707
9	Site concrete replacement along west side of Boiler Room	Replace concrete paving between the Boiler Bldg. and Pond 003A.	LS	1	\$228,164	\$228,164

10	Replace Overhead Doors	Replace one (1) overhead door at Main Bldg. and four (4) overhead doors at Boiler Bldg. Add motor to one (1) existing overhead door at MVR Bldg.	LS	1	\$104,030	\$104,030
11	Connect to City plumbing	Provide new sanitary sewer connection to Metro Waste Water system via WADS building connection and eliminate the reliance on existing septic tank. Includes grinder pump and holding tank to allow for point of connection to existing sewer discharge that WADS ties into.	LS	1	\$1,000,070	\$1,000,070
12	Expand Laydown Area	New 15,750 SF of concrete paving at the existing gravel area east of Pond 003A to provide additional laydown and staging area for operations. See attached site map for area being replaced. Excludes relocating any existing FAA electrical services.	LS	1	\$375,967	\$375,967
13	Replace electrical distribution equipment	Complete removal and replacement of the existing Main Switchgear, Apparatus and Panels at the distillation plant with a new electrical service entrance and Main Switchgear rated at 2000A.	LS	1	\$262,461	\$262,461
SUB TOTAL						\$4,486,776
TANKS						
Item	Title	Description	UOM	Quantity	Price per UOM	Costs
14	420K Spent Tanks - interior	Repaint and reline the interior of spent tanks	LS	3	\$235,200	\$705,600
15	420K Spent Tanks - exterior	Repaint the exterior of spent tanks	LS	3	\$111,250	\$333,750
16	420K Spent Tanks - exterior	Repaint the exterior of spent tanks	LS	2	\$111,250	\$222,500
17	20K Day Tanks - exterior	Repaint the exterior of day tanks	LS	15	\$18,600	\$279,000
18	PG Tank - interior	Repaint and reline the interior of PG tank	LS	1	\$81,600	\$81,600
19	PG Tank - exterior	Repaint the exterior of PG tank	LS	1	\$38,700	\$38,700
20	Cargo Type I Tank - exterior	Repaint the exterior of Type I tank	LS	1	\$50,700	\$50,700
21	Cargo Type IV Tank - exterior	Repaint the exterior of Type IV tank	LS	1	\$25,400	\$25,400
22	J pad Type IV Tank - exterior	Repaint the exterior of Type IV tank	LS	1	\$25,400	\$25,400
23	WA Type IV Tank - exterior	Repaint the exterior of Type IV tank	LS	1	\$15,000	\$15,000
24	WA Spent Tank - interior, ceiling only	Repaint and reline the interior ceiling of spent tank	LS	1	\$135,000	\$135,000
25	WA Spent Tank - exterior	Repaint the exterior of spent tank	LS	1	\$210,200	\$210,200
26	Sump Pumps at Large Tank Farm	Install three sump pumps at large tank farm to assist with drainage and integrity of storage tanks, footings, and foundations of the tank farm.	LS	1	\$120,000	\$120,000
SUB TOTAL						\$ 2,242,850
Total Future Design Build Projects						\$6,729,626

UOM - unit of measure

LS - Lump sum

Inland Technologies				
Future Design Build Project, Amortization Schedule				
Capital Asset: Ancillary Projects				
Capital Project Costs		\$6,729,626		
Cost plus %		15% [^]		
Base Loan Amount (Cost plus %)		7,739,070		
Loan amount after Year 3		7,576,992		
Annual Interest Rate		6.000%		
Loan Period in Years		12.00		
# Payments per Year		1		
Type (Beginning of each Year)		1		
	Annual Payment	\$852,604.81		
Period	Annual Payment	Principal	Interest	Balance
				\$7,576,992.00
1	\$852,604.81	852,604.81	0.00	\$6,724,387.19
2	\$852,604.81	449,141.58	403,463.23	\$6,275,245.61
3	\$852,604.81	476,090.07	376,514.74	\$5,799,155.54
4	\$852,604.81	504,655.48	347,949.33	\$5,294,500.07
5	\$852,604.81	534,934.80	317,670.00	\$4,759,565.26
6	\$852,604.81	567,030.89	285,573.92	\$4,192,534.37
7	\$852,604.81	601,052.75	251,552.06	\$3,591,481.62
8	\$852,604.81	637,115.91	215,488.90	\$2,954,365.71
9	\$852,604.81	675,342.87	177,261.94	\$2,279,022.84
10	\$852,604.81	715,863.44	136,741.37	\$1,563,159.40
11	\$852,604.81	758,815.24	93,789.56	\$804,344.16
12	\$852,604.81	804,344.16	48,260.65	\$0.00
13				
14				
15				
Total	\$10,231,257.71	\$7,576,992.00	\$2,654,265.71	
Once future design build projects have been substantially completed, Inland and DEN will reconcile costs and finalize total financed amount by Inland and payment schedule				
[^] 15% cost plus is a total of \$1,009,443.90. Which accounts for a 3-year projected cost increase for materials, labor, management costs for projects and contingency for unforeseen conditions.				

Future Design Build Projects					
Calculation of estimated carrying costs at 6% per year, less DEN deposit payments					
Months after NTP	Monthly Costs	Deposits	Cumulative	Interest Cost to Inland	
1	46,314		46,315	232	
2	46,314		92,629	463	
3	46,314	- 50,000	88,943	445	
4	46,314		135,257	676	
5	46,314		181,570	908	
6	46,314	- 50,000	177,884	889	
7	46,314		224,198	1,121	
8	46,314		270,512	1,353	
9	46,314	- 50,000	266,826	1,334	
10	46,314		313,140	1,566	
11	46,314		359,454	1,797	
12	46,314	- 50,000	355,768	1,779	
13	46,314		402,081	2,010	
14	46,314		448,395	2,242	
15	46,314	- 50,000	444,709	2,224	
16	46,314		491,023	2,455	
17	450,194		941,217	4,706	
18	450,194	- 50,000	1,341,411	6,707	
19	450,194		1,791,605	8,958	
20	450,194		2,241,799	11,209	
21	450,194	- 50,000	2,641,993	13,210	
22	450,194		3,092,187	15,461	
23	337,360		3,429,547	17,148	
24	337,360	- 50,000	3,716,907	18,585	
25	337,360		4,054,268	20,271	
26	337,360		4,391,628	21,958	
27	337,360	- 50,000	4,678,989	23,395	
28	337,360		5,016,349	25,082	
29	203,677		5,220,026	26,100	
30	203,677	- 50,000	5,373,703	26,869	
31	203,677		5,577,380	27,887	
32	203,677		5,781,057	28,905	
33	112,143	- 50,000	5,843,200	29,216	
34	112,143		5,955,342	29,777	
35	112,143		6,067,485	30,337	
36	112,143	- 50,000	6,129,627	30,648	
	6,729,626	- 600,000		437,922	
Amount to be financed after ...					
	<u>Project</u>	<u>Carrying</u>	<u>Revised</u>		<u>To Be</u>
	<u>Subtotal</u>	<u>Costs</u>	<u>Project Costs</u>	<u>Deposits</u>	<u>Financed</u>
Year 1	7,739,070	12,562	7,751,632	- 200,000	7,551,632
Year 2	7,751,632	104,914	7,856,547	- 400,000	7,456,547
Year 3	7,856,547	320,445	8,176,992	- 600,000	7,576,992

Exhibit B: Inland, 202054011
Attachment 3.3: Payment Schedule

	<u>ADS</u> <u>Modernization</u>	<u>Future Design Build</u> <u>Projects</u>	<u>Annual Payment</u>
Year 1	\$ 1,500,000	\$ 200,000	\$ 1,700,000
Year 2	\$ 1,153,153	\$ 200,000	\$ 1,353,153
Year 3	\$ 1,153,153	\$ 200,000	\$ 1,353,153
Year 4	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 5	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 6	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 7	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 8	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 9	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 10	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 11	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 12	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 13	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 14	\$ 1,153,153	\$ 852,605	\$ 2,005,758
Year 15	\$ 1,153,153	\$ 852,605	\$ 2,005,758
TOTALS	\$ 17,644,141	\$ 10,831,258	\$ 28,475,399
Year 1 denotes the deposits for both ADS Modernization and future design build			
Year 2 denotes payback to Inland for ADS Modernization begins, 2nd deposit for			
Year 3 denotes 3rd deposit for future design build projects			
Year 4 After completion of future design build projects, costs will be finalized and payment schedule will be reconciled and resubmitted to DEN			

Exhibit C: Inland, 202054011
Operator Property
at Time of Execution of Agreement

Section I: Removable Operator Property

1) Removable Operator Property as described in Section (G) (1) (b) of Article II and subject to the Asset Purchase Option set forth at Section 8 of Article IV:

Item	Comment
Distillation Equipment - Column 1 Assembly	Includes column internals
Distillation Equipment - Column 2 Assembly	Includes column internals
Distillation Equipment - Wiped Film Evaporator Assembly	Includes motorized drive, mechanical seal and internals
Distillation Equipment - Air Cooled Condenser Assembly	Includes heat exchangers, fans, shrouds, motors, louvers, re-circulation system, mounting frame
Distillation Equipment - Hot Oil Heater Assembly	Includes Thermogenics heater assembly, expansion tank, pump, instrumentation, piping and frame
Distillation Equipment - Stage 1 Feed Skid Assembly	Includes tanks, heat exchangers, pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - Reboiler 1 Skid Assembly	Includes tanks, heat exchangers, pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - Reboiler 2 Skid Assembly	Includes tanks, heat exchangers, pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - Water & Reflux Skid Assembly	Includes tanks, pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - Large Equipment Control Panel Skid Assembly	Includes complete electrical control panel, instrumentation, electrical, and frame
Distillation Equipment - Vacuum Skid Assembly	Includes tanks, refrigeration chilling unit, pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - Sludge Skid Assembly	Includes tank, pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - Stage 2 Feed Skid Assembly	Includes tank, pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - Glycol Tank Skid Assembly	Includes tank, pumps, electrical panel, instrumentation, electrical, piping and frame

Distillation Equipment - Hot Oil Control Skid Assembly	Includes instrumentation, electrical, piping and frame
Distillation Equipment - Hot Oil Pump Skid Assembly	Includes pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - New Distillation Polisher Assembly	Includes ion tanks, carbon vessel, pumps, electrical panel, instrumentation, electrical, piping and frame
Distillation Equipment - Large Vapor Process Piping	Includes vapor piping between AC1/AC2/C1/C2/WFE/C2/RB-1/C1/RB-2/C2
Distillation Equipment - Process Piping Between Distillation Equipment	Includes process piping between distillation process equipment
Distillation Equipment - Hot Oil Process Piping	Includes hot oil process piping between the hot oil furnace and the distillation process equipment
Distillation Equipment - Process Piping to/from tank farm	Includes process piping between the distillation equipment and tank farm - feed, distillate, PGD, EGD, rejects
Distillation Equipment - Nitrogen System (piping and bottles)	Includes the nitrogen system on the hot oil expansion tank. Nitrogen generator, lines, regulators, instrumentation
Distillation Equipment - Process Electrical Wiring Between Skids/Panels	Electrical process wiring (power, control and network) between the distillation equipment and panels
Distillation Equipment - Electrical Power Cabling	Electrical power supply wiring from the Pre-Con building distribution panel to the distillation skids
Hoist system for WFE	
2,000 lb mobile gantry crane & hoist	
Mono-rail hoist and trolley system for RB-1 bundle removal	
Operations forklift	
RB-1 soak tub	
Spare RB-1 bundle	
Spare parts for distillation process equipment	
Portable eye wash and shower assembly	

2) Removable Operator Property as described in Section (G) (1) (a) of Article II and not subject to the Asset Purchase Option set forth at Section 8 of Article IV Equipment:

Item
Photocopy Machine quantity 2
Ester Removal System
9 Mechanical Vapor Recompressor concentrators
Digital Glycol Kit
Digital Conductivity Meter/ Lab kit w AC Adaptor
Water Test Comp 110/125VAC DC
Drum Grab-Attachment to lift Drums on Forklift
PG Pre-Heating System
Pressure Washer
Shop Press 12 Ton
Confined Space Entry Gas Monitor
Coriolis F-Series Sensor
Digital Camera
PH Meter
36 X 60" Mixed bed & De-Odorizing Reservoir for Polishing U
TubeTester (Elliot) for Distillation System
Pressure tester for distillation tubes
Coriolis 1700 Flow Meter
Electr. Transformer 112.50KVA for Concentrator
Solomon Transformer 480V-600V
Radio for Support Vehicle
3" TM 300-N Flow Meter
Water misting cooling system for distillation chiller
Parker Balston N2 Generator 1.5 cfm for boiler
Confined space monitoring equip.
Building Ladders (3) down commers
Floor Scrubber
Lawn mower
Hydraulic mobile scissor lift table
Skid mounted pressure washer
Glycol Recovery Unit
Time Clock
RO System
Polishing system - Inland built
Slide Calipers
3/4 Impact Wrench

1000 LB Drum Cradle
Scotsman Office Trailer
Raven Storage Tank (Mods) 20,000 gls FP
2-VE Frac Tanks
KeeVac 800 gl Trailer (portable septic system)
2020 Dump Trailer 6 x 10
4 support vehicles suv's and pickups

Section II: Fixed Operator Property**Fixed Operator Property as described in Section (G) (1) (b) of Article II**

Item	Comment
Structural tower and mezzanine floors	
Concrete foundation for the air cooled condenser	
Concrete foundation for the hot oil heater	
Natural gas system/connection (piping and meter)	
Building HVAC (both buildings)	Installed in both precon building and main building. Includes exhaust fans & louvers, heaters.
Facility man doors	Precon building
Facility fire protection equipment (sprinkler system and fire alarm)	Precon building
Facility lightning protection	
Facility LED lighting system	Precon building - includes emergency lighting, egress/exit lighting
New guardrails	
New bollards	
Domestic water supply	Includes the domestic hot and cold water supply piping
Additional support for exterior mounted pipes	
New ADF Distribution PLC	Item #2 --- Capital Project - Exhibit A, Section 6.2.2
Repair and Replace Drive Pad @ Glycol facility	Item #3 --- Capital Project - Exhibit A, Section 6.2.2
Renovate Offices with Main Building	Item #4 --- Capital Project - Exhibit A, Section 6.2.2
Centralized Storage Building	Item #5 --- Capital Project - Exhibit A, Section 6.2.2
AECOM Facility Condition Assessment Repairs	Item #6 --- Capital Project - Exhibit A, Section 6.2.2
Additional Utility Sinks	Item #7 --- Capital Project - Exhibit A, Section 6.2.2
Hazardous Material storage building	Item #8 --- Capital Project - Exhibit A, Section 6.2.2

Plate Washing Area	Item #9 --- Capital Project - Exhibit A, Section 6.2.2
Site Concrete Replacement Along West Side of Boiler Room	Item #10 --- Capital Project - Exhibit A, Section 6.2.2
Replacement overhead doors	Item #11 --- Capital Project - Exhibit A, Section 6.2.2
Connection to City Plumbing	Item #12 --- Capital Project - Exhibit A, Section 6.2.2
Expand Laydown Area	Item #13 --- Capital Project - Exhibit A, Section 6.2.2
New Main switchgear apparatus and panels, new electrical service	Item #14 --- Capital Project - Exhibit A, Section 6.2.2
Pre-Con sump pump	

EXHIBIT D part 1

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECT

NOTICE OF CHANGE TO ROCIP: DEN reserves the right to terminate or modify the 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 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 in accordance with the terms and conditions of this Agreement.

NOTICE SPECIFIC TO AIRCRAFT DEICING MODERNIZATION PROJECT

DEN CONTRACT NO. 202054011:

THESE ROCIP INSURANCE REQUIREMENTS ARE APPLICABLE TO THE DESIGN AND BUILD PHASE OF THE PROJECT AND A SEPARATE SET OF INSURANCE REQUIREMENTS ARE APPLICABLE TO THE OPERATIONS AND MANAGEMENT PHASE.

CHANGE TO BELOW INSURANCE REQUIREMENTS SPECIFIC TO LEAD CONTRACTOR:

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE SHALL BE MAINTAINED AT A MINIMUM LIMIT OF \$10,000,000 EACH CLAIM AND POLICY AGGREGATE, PROVIDING COVERAGE FOR APPLICABLE SERVICES OUTLINED IN THIS AGREEMENT.

1. General Information

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. Certain trade contractors and subcontractors are ineligible for this program; see Excluded Parties under the definitions Section 7 for a general list of excluded parties. Insurance requirements are determined based on the scope of work.

1.2 ROCIP Manuals

Below are links to access the current reference manuals related to DEN ROCIP III. These manuals are part of the Contract Documents.

[DEN ROCIP III Insurance Manual](#)

[DEN ROCIP III Safety Manual](#)

[DEN ROCIP III Claims Guide](#)

2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Excluded Parties)

Contractor and subcontractors of any tier shall require all Excluded Parties, as defined in Section 7 or confirmed as excluded by DEN, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement and such insurance shall include the minimum defined coverages and be evidenced to DEN as required in this Section 2.

2.1 Certificate Holder

Certificate(s) shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 annual aggregate.

2.3.1.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 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.

2.3.2.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.

2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

2.3.3 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 \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

2.3.3.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.5 Contractor's Pollution Legal Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.

2.3.5.1 Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.

2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

2.3.6.1 Coverage shall include professional misconduct or lack of ordinary skill.

2.3.6.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

If Contractor desires to use drones in any aspect of its work on DEN premises, the following requirements must be met prior to commencing any drone operations:

- 2.3.7.1 Express written permission must be granted by DEN.
- 2.3.7.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.7.3 Drone equipment must be properly registered with the FAA.
- 2.3.7.4 Drone operator(s) must be properly licensed by the FAA.
- 2.3.7.5 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 each occurrence for bodily injury and property damage.

2.3.8 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.

2.4 Reference to Project and/or Contract

The DEN Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

2.5 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), 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.

2.6 Waiver of Subrogation

For all coverages required under this Agreement, 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.

2.7 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 coverage before the expiration date thereof.

- 2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) 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.

2.8 Additional Provisions

- 2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 2.8.2 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.
- 2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 2.8.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.8.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 2.8.8 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 a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 2.8.9 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.

- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate 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 herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i) Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

3.3 Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices

Contractor shall exclude from Contractor's cost of work and ensure that each subcontractor of any tier exclude from their cost of work, normal costs for insurance for those coverages provided under the DEN ROCIP. As part of the enrollment process, Contractor and subcontractors shall provide policy declaration rate pages and deductible endorsements on the General Liability, Workers' Compensation, and Excess Liability policies as required in the DEN ROCIP Insurance Manual. The calculation of these costs will be determined by the ROCIP Program Administrator. The costs of DEN ROCIP coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded programs. Change orders shall also exclude the cost of ROCIP coverage.

Pre-employment substance abuse testing costs will be covered by DEN and should be removed from bid prices. Drug testing will be more thoroughly discussed in the ROCIP Safety Manual.

3.4 Insurance Premiums

DEN will pay the insurance premiums for the DEN ROCIP insurance policies. DEN is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to DEN the right to receive all such adjustments and will require that each subcontractor of any tier assign to DEN all such adjustments. The Contractor and the subcontractors who are Enrolled Parties shall execute such further documentation as may be required by DEN to accomplish this assignment.

3.5 Off Site Operations Coverage Under ROCIP

The DEN ROCIP will provide certain insurance coverage for DEN, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by DEN and when all operations at such site are identified and solely dedicated to the Project. Contractors and subcontractors are responsible to notify the DEN ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the off-site location unless confirmed in writing by the DEN ROCIP Administrator.

3.6 DEN ROCIP Insurance Manual

As soon as practicable, the DEN ROCIP Insurance Manual will be sent to each Enrolled Party and will become a part of the Contract and Contractor's Subcontract with its subcontractor and its subcontractors' agreements with any lower-tier subcontractor. The DEN ROCIP Insurance Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be complete or meant to alter or amend any provision of the DEN ROCIP insurance policies. The DEN ROCIP coverages, terms, conditions, and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages provided in the DEN ROCIP insurance policies and the coverages summarized or described in the DEN ROCIP Insurance Manual, this Exhibit or elsewhere in the Contract Documents, the DEN ROCIP insurance policies shall govern. In the event of a conflict between the provisions of this Exhibit and the DEN ROCIP Insurance Manual, that does not involve any conflict with the provisions of the DEN ROCIP insurance policies, the provisions of this Exhibit shall govern.

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

Unless otherwise provided herein, prior to commencement of the Work, DEN, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring DEN, Enrolled Parties and such other persons or interests as DEN may designate with limits not less than those specified below for each coverage.

3.8.1.1 Workers' Compensation & Employer's Liability – On Site Only

DEN shall maintain the coverage as required by statute for the Project Site and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

3.8.1.2 Commercial General Liability – On Site Only

DEN shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

3.8.1.3 Excess Liability Insurance

DEN shall maintain coverage following form with underlying policies of Commercial General Liability and Employer's Liability in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate (Per Project)	\$200,000,000
Total Products/Completed Operations Aggregate (Policy Cap)	\$400,000,000
Each Occurrence Limit	\$200,000,000

DEN, in its sole discretion, may elect to provide higher limits, based on Project size. Excess Liability limits are shared by all Insured parties.

3.8.1.4 Contractor's Pollution Liability

DEN shall maintain coverage for bodily injury, property damage, or environmental damage caused by a pollution event resulting from covered operations, including completed operations, at the Project Site with a limit no less than \$10,000,000 each occurrence and aggregate. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure. Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$500,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portions of the Work stored off site, and also portions of the Work in transit.

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect, architect's consultants, separate contractors, and their subcontractors of any tier, and all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

A claim charge-back will be assessed, regardless of fault, for the amount of any loss payable under this program with the exception of Workers' Compensation and Excess Liability, up to a maximum of \$25,000 each loss. Lead Contractor may elect to pass no more than \$5,000 of this charge, each loss, through to any responsible subcontractor.

3.9 Other Insurance Provided By Enrolled Parties

At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits and such insurance shall be evidenced to DEN and the DEN ROCIP Administrator as required in this Section 3.9.

3.9.1 Certificate Holder

Certificate(s) shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

and

CITY AND COUNTY OF DENVER
Department of Aviation
c/o Arthur J. Gallagher RMS, Inc.
12444 Powerscourt Drive
St. Louis, MO 63131
Attn: Gallagher OCIP Group

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to:
contractadmininvoices@flydenver.com
and heather_lawson@ajg.com
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

- 3.9.3.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

3.9.4 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.

- 3.9.4.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- 3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.
- 3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.

- 3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.

Contractor shall maintain the coverage as required by statute for performance of Work outside the Project Site under the Contract and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

- 3.9.5.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

3.9.6 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

- 3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

- 3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill.
- 3.9.7.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.8 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.

3.9.9 Reference to Project and/or Contract

The DEN Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

3.9.10 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), 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.

3.9.11 Waiver of Subrogation

For all coverages required under this Agreement, 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.

3.9.12 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 coverage from the requirements herein before the expiration date thereof.

- 3.9.12.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 3.9.12.2 Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 3.9.12.3 If such written notice is unavailable from the insurer, and in any event, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) 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.

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 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.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.

- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 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 a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 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.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate 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 herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

Contractor warrants that all information submitted to DEN or the DEN ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify DEN or the DEN ROCIP Administrator immediately in writing of any errors discovered during the performance of the Work.

4.2 Contractor Responsible to Review Coverage

Contractor acknowledges that all references to DEN ROCIP policy terms, conditions, and limits of liability in this document, as well as the DEN ROCIP Insurance Manual, are for reference only. Contractor and its subcontractors of any tier are responsible for conducting their own independent review and analysis of the DEN ROCIP insurance policies in formulating any opinion or belief as to the applicability of such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above, which the Contractor requires for its own protection or on account of statute, shall be its own responsibility and at its own expense.

4.3 Audit

Contractor agrees to make its records available for review and to cooperate with DEN, its insurers and insurance brokers, the City Auditor, and representatives of the aforesaid parties in the event of an audit. In the event that a DEN audit of Contractor's records, as permitted in the Contract or other DEN ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to DEN or the DEN ROCIP Administrator, or reveals inclusion of costs for DEN ROCIP coverage or other coverage beyond what is described above in any payment for the Work, DEN will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.

4.4 Insurance Costs Removed

Contractor warrants that the costs for insurance as provided under the DEN ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

Contractor shall furnish each bidding subcontractor, vendor, supplier, material dealer or other party a copy of this Exhibit, the DEN ROCIP Insurance Manual and the DEN ROCIP Safety Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

5.2 Timely Enrollment Required

Contractor shall enroll in the DEN ROCIP within five (5) business days following a request by DEN or the DEN ROCIP Administrator. Contractor shall notify each subcontractor of the process for enrolling in DEN ROCIP and confirm that enrollment is mandatory, but not automatic. Contractor shall assure that subcontractors of any tier shall not commence Work until verification of enrollment is confirmed by the DEN ROCIP Administrator by the issuance of a Certificate of Insurance to each individual Enrolled Party.

5.3 Compliance with Conditions

Contractor shall not violate any condition of the policies of insurance provided by DEN under the terms of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each subcontractor of any tier.

5.4 Claims Cooperation

Contractor shall participate in claim reporting procedures. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with DEN's insurer(s) in all claims and demands which DEN's insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its subcontractors of any tier comply with any request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

5.5 Monthly Payroll Submission

All Enrolled Parties shall submit monthly payrolls and worker-hour reports to DEN and/or the DEN ROCIP Administrator via the DEN ROCIP Administrator's online reporting system as outlined in the DEN ROCIP Insurance Manual. The online reporting instructions will be provided to all Contractors at time of enrollment. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. Payroll must be submitted online for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For subcontractors of any tier performing Work under multiple Subcontracts, a separate payroll report is required for each Subcontract under which Work is being performed.

5.6 Response to Information Requests

All insurance underwriting, payroll, rating or loss history information requested by DEN or the DEN ROCIP Administrator shall be provided by the Contractor within three (3) business days of request. Contractor agrees (and will require each subcontractor to agree) that DEN, DEN's insurers or its representative may audit the Contractor's records or records of subcontractors of any tier to confirm the accuracy of all insurance information provided including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor and subcontractors of any tier shall cooperate with DEN, the DEN ROCIP Administrator and DEN's insurers.

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

6. Notices and Costs

6.1 Limitations on DEN Provided Coverage and DEN Right to Purchase Other Coverage

DEN assumes no obligations to provide insurance other than that evidenced by the policies referred to in Section 3.8. DEN, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Section 3.8 and the costs of such insurance shall be paid by DEN. Apart from the DEN ROCIP, DEN may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Contractor or the subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

6.2 Contractors Responsible for Own Equipment

Contractor and subcontractors are solely responsible for loss or damage of all construction tools and other equipment whether owned, leased, rented, borrowed or used on Work at the Project Site. If an individual Enrolled Party purchases insurance on their tools and equipment, such insurance shall contain a waiver of subrogation in favor of the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and all other Enrolled Parties. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and other Enrolled Parties for loss or damage to its tools and equipment.

6.3 No Release; No Waiver of Immunity

The provision of the DEN ROCIP shall in no way be interpreted as relieving Contractor or subcontractors of any tier of any responsibility or liability under the Contract Documents, the DEN ROCIP insurance policies or applicable laws including, without limitation, Contractor's and subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City and County of Denver, its elected and appointed officials, agents, employees and volunteers are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DEN, its officers, officials and employees.

6.4 DEN Right to Withhold Payments

In addition to any other rights of withholding that DEN may have under the Contract Documents, DEN has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any subcontractor to comply with the requirements of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. DEN may withhold from any payment owing to Contractor the costs of DEN ROCIP coverages if included in a request for payment. Such withholding by DEN shall not be deemed to be a default under the Contract. DEN shall withhold from Contractor the costs of DEN ROCIP coverages attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to DEN and/or the DEN ROCIP Administrator at time of enrollment.

6.5 DEN Remedies

Without limitation upon any of DEN's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

6.6 Off Site Storage

Unless otherwise provided in the Contract Documents, the property insurance provided by DEN shall not cover portions of the Work stored off the Site without written approval of DEN. Contractor shall be responsible for reporting such property or work if ownership has been transferred to DEN. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.

6.7 Partial Occupancy

Partial occupancy or use shall not commence until DEN insurer(s) providing Builders Risk and/or Property Insurance have consented to such partial occupancy or use by endorsement or otherwise. DEN and the Contractor shall take reasonable steps to obtain consent of the insurer(s) and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

6.8 DEN Right to Exclude Parties from the DEN ROCIP

DEN reserves the right to exclude any subcontractor from the DEN ROCIP, before or after enrollment by the subcontractor. If DEN elects to exclude a subcontractor from the DEN ROCIP, the Contractor will be responsible for ensuring the insurance coverages outlined in the Contractor's Subcontract Agreement are provided to DEN or the DEN ROCIP Administrator before the subcontractor can begin or resume Work on the Project.

6.9 DEN's Right to Modify or Discontinue DEN ROCIP Coverages

If DEN determines that modification or discontinuation of the DEN ROCIP is in the best interest of DEN, the Contractor and subcontractor will receive sixty (60) days advance written notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the DEN ROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any subcontractor to comply with the requirements of the Contract Documents, the DEN ROCIP Insurance Manual or DEN ROCIP Safety Manual, the costs of such replacement insurance shall be deemed a cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer(s) issuing such replacement coverage shall be subject to DEN's prior written approval.

7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage "Provided by Enrolled Parties"
DEN:	City and County of Denver and Denver International Airport
Contract:	The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.
Contractor Insurance Cost:	The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.

Rolling Owner Controlled Insurance Program (ROCIP): A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.

Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the “Excluded Parties” definition.

Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.

Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:

- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility

Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.

- Hazardous materials remediation, removal, or transportation companies and their consultants
- Architects, engineers, surveyors and their consultants
- Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
- Contractors, subcontractors and subconsultants who do not work at a Project Site
- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party)

Exception: The ROCIP Insurer typically will accept including employees working for a contractor, or employed by temporary

staffing agencies or professional employer organizations, as long as those employer-entities are enrolled as subcontractors to supply supplemental workforce.

- Insured:
(liability policies) DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
- Insurers: Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.
- Net Bid: Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
- ROCIP Administrator: The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
- ROCIP Insurance Manual: A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
- ROCIP Safety Manual: A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
- Off Site Work: Work performed away from the Project Site.
- Payroll: For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
- Policy Owner: City and County of Denver and Denver International Airport
- Project: The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.
- Project Site: Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.

Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.

Subcontract: The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.

Subcontractor: Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.

Work: Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

EXHIBIT D part 2

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
OPERATIONS & MANAGEMENT AGREEMENT 202054011**

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

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 \$100,000,000 each occurrence, \$100,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$100,000,000 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.

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 unescorted airside driving privileges are required, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be 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. If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. Professional Liability (Errors and Omissions) Insurance:
Contractor shall maintain a minimum limit of \$10,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement.
5. Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$10,000,000 per occurrence and \$10,000,000 policy aggregate.
 - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
6. Property Insurance:
Contractor is solely responsible for any loss or damage to their real or personal property including, without limitation, property, materials, tools, equipment, and structures. If Contractor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section E will be required from its insurer.
7. Installation Floater:
Contractor shall provide coverage with a limit equal to the full insurable value of materials and equipment and be written on a Special Covered Cause of Loss Form including theft, faulty workmanship, mechanical or electrical damage during testing and labor costs to repair damaged work, and soft costs. The policy shall cover property while located at the project site, at temporary locations, or in transit; and name the City as the loss payee on the policy, as its interests may appear. Coverage shall remain in force until acceptance of the work by the City.

8. **Pollution Legal Liability:**

Contractor shall maintain minimum limits of \$10,000,000 per occurrence and \$10,000,000 annual policy aggregate. Policy to include coverage for bodily injury, property damage, emergency response, clean-up costs, defense costs including costs and expenses incurred during an investigation.

9. **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 each occurrence for bodily injury and property damage.

10. **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 and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), 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, 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.

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. Said notice shall be sent thirty (30) 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) 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 seven (7) 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.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other 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. 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.
4. 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.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. 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 discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
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 set forth in this Agreement 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. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate 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 herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required under this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

Exhibit E pt 1 of 3



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: February 03, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002
Superseded General Decision No. CO20190002
Modification No. 1
Publication Date: 01/31/2020
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ASBE0028-001 07/01/2019

Rates Fringes

Asbestos Workers/Insulator
(Includes application of
all insulating materials,

protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON AND WELD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

ELEC0068-001 06/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20

Lineman and Welder.....\$ 44.92 25.25%+\$5.75

ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

* IRON0024-003 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
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Laborers:

Pipelayer.....\$ 18.68 6.78

PLUM0003-005 06/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PLUMBER.....\$ 39.08 16.44

PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 35.17 11.70

PLUM0208-004 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

* SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

 * TEAM0455-002 07/01/2019

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42

 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 08-21-2019)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.

EXHIBIT E part 2 of 3



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Ryland Feno, OHR Compensation and Classification

DATE: May 21, 2020

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 151
Publication Date: May 21, 2020
(12 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

APPLIANCE MECHANIC**Effective Date:** 05-16-19

Last Revision: 06-07-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$23.21	\$7.16

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

BUILDING ENGINEER**Effective Date:** 08-15-19

Last Revision: 04-05-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$29.55	\$7.89

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

CONVEYANCE SYSTEM MAINTENANCE SERIES**Effective Date:** 09-19-19

Last Revision: 09-20-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$24.44	\$7.36
Machinery Maintenance Mechanic	\$27.36	\$7.70
Controls System Technician	\$30.33	\$8.04

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The MMM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

CUSTODIANS**Effective Date:** 12-19-19**Last Revision:** 01-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$15.98	\$6.53 (Single) \$9.71 (Children) \$10.41 (2-party) \$13.59 (Family)
Custodian II	\$16.33	\$6.59 (Single) \$9.76 (Children) \$10.47 (2-party) \$13.65 (Family)

Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS**Effective Date:** 04-16-20

Last Revision: 06-20-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$14.49	\$6.21
Electrician	\$26.44	\$7.59
Mechanic	\$25.44	\$7.48
Pipefitter	\$26.70	\$7.62
Rig/Drill Operator	\$23.02	\$7.20
Truck Driver	\$23.62	\$7.27

Heavy Equipment Mechanic (Mechanic)

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

Pipefitter

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

Well Driller (Rig/Drill Operator)

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

Laborer (Derrick Hand/Roustabout)

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Truckdriver

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

Effective Date: 06-20-19

Last Revision: 09-20-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$25.01	\$10.06
Journeyman	\$31.21	\$10.12

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 07-19-19

Last Revision: 09-20-18

*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$19.74	\$6.76

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

FUEL HANDLER SERIES**Effective Date:** 10-17-19

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Distribution System Operator	\$23.41	\$7.18
Lead Fuel Distribution System Operator	\$24.48	\$7.36
Fuel Distribution System Mechanic	\$30.74	\$8.09
Lead Fuel Distribution System Mechanic	\$32.14	\$8.25

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

Fuel Distribution System Operator

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

Lead Fuel Distribution System Operator

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Operator classification.

Fuel Distribution System Mechanic

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 10-17-19

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.54
Furniture Driver/Packer	\$17.66	\$6.58
Lead Furniture Mover	\$18.46	\$6.67

GLYCOL FACILITY**Effective Date:** 06-20-19

Last Revision: 06-07-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$27.64	\$7.67
Maintenance Mechanic	\$27.46	\$7.65
Glycol Plant Specialist	\$17.36	\$6.48

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN**Effective Date: 10-17-19**

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$24.85	\$7.41

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

PEST CONTROLLER**Effective Date: 07-19-19**

Last Revision: 09-20-18

*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$20.41	\$6.84

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license

QUALITY CONTROL & ASSURANCE TECHNICIAN**Effective Date: 04-16-20**

Last Revision: 05-16-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$25.81	\$7.52

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and waste water discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

SIGN ERECTOR**Effective Date: 03-15-18**

Last Revision: 10-15-10

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$23.82	\$7.16

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn

signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

TRANSIT TECHNICIANS

Effective 1-18-2018, the Transit Technician classification series and associated wages will no longer be published because these classifications are not being used at this time.

TREE TRIMMERS

Effective Date: 09-19-19

Last Revision: **09-20-18**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$20.55	\$6.91

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

WINDOW CLEANER

Effective Date: 05-21-20

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$26.64	\$9.06 (Single) \$10.63 (Children) \$10.84 (2-party) \$12.94 (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family

rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

EXHIBIT E part 3 of 3



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: January 27, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 24, 2020** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200020
Superseded General Decision No. CO20190020
Modification No. 2
Publication Date: 01/24/2020
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

CARP0055-002 11/01/2019

Rates	Fringes
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CARPENTER (Drywall Hanging Only).....\$ 29.95 10.99

 CARP1607-001 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 32.00	16.43

 ELEC0068-012 06/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.50	16.18

 * ELEV0025-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.53	35.245

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

 ENGI0009-017 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

 * IRON0024-009 11/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.85	11.92

 * IRON0024-010 11/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	11.92

 PAIN0079-006 08/01/2017

	Rates	Fringes
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PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49

PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

* SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95

SUCO2013-006 07/31/2015		

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick....	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 08-21-2019**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$13.00	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
	Tile Finisher		\$20.87
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$13.00	\$0.00

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.

EXHIBIT F-1**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Bidder name], a corporation organized under the laws of the State of _____ [Bidder state], hereinafter referred to as the "Contractor" and _____ [Bond issuer], a corporation organized under the laws of the State of _____ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ [Bid amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. 202054011, Aircraft Deicing System (ADS) Modernization, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bonding company name], a corporation organized under the laws of the State of _____ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ [Proposal amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. 202054011, Aircraft Deicing System (ADS) Modernization, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

EXHIBIT F-2**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Bidder name], a corporation organized under the laws of the State of _____ [Bidder state], hereinafter referred to as the "Contractor" and _____ [Bond issuer], a corporation organized under the laws of the State of _____ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ [Bid amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the operation and maintenance of Contract No. 202054011, Aircraft Deicing System (ADS) Modernization, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

Notwithstanding the contract duration outlined in the contract specifications, any Corporate Bond issued in connection with this project will be valid for a period of one (1) year only, and shall be extended by rider at the surety's discretion. The surety shall have the right to cancel the Corporate Bond at any time upon giving ninety (90) days' notice in writing to the Operator and to the City, but the surety shall be liable hereunder as aforesaid from the effective date of this Corporate Bond up to the expiration date of the said notice of cancellation. The decision of the surety to cancel the Corporate Bond shall not constitute grounds for a claim under the Corporate Bond. The surety shall not be liable for a greater sum than the penalty specified in the Corporate Bond, nor shall the bond penalty be cumulative from term to term.

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bonding company name], a corporation organized under the laws of the State of _____ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ [Proposal amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the operation and maintenance of Contract No. 202054011, Aircraft Deicing System (ADS) Modernization, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

Notwithstanding the contract duration outlined in the contract specifications, any Corporate Bond issued in connection with this project will be valid for a period of one (1) year only, and shall be extended by rider at the surety's discretion. The surety shall have the right to cancel the Corporate Bond at any time upon giving ninety (90) days' notice in writing to the Operator and to the City, but the surety shall be liable hereunder as aforesaid from the effective date of this Corporate Bond up to the expiration date of the said notice of cancellation. The decision of the surety to cancel the Corporate Bond shall not constitute grounds for a claim under the Corporate Bond. The surety shall not be liable for a greater sum than the penalty specified in the Corporate Bond, nor shall the bond penalty be cumulative from term to term.

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____
day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney