

**FUEL SYSTEM MAINTENANCE, OPERATION, AND
MANAGEMENT SERVICES AGREEMENT**

THIS FUEL SYSTEM MAINTENANCE, OPERATION AND MANAGEMENT SERVICES AGREEMENT (the "**Agreement**"), is made and entered as of date stated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city organized and existing under the Constitution and the laws of the State of Colorado (the "**City**"), by and on behalf of its Department of Aviation ("**DEN**"), which operates Denver International Airport, and **FSM GROUP, LLC**, a Nevada limited liability company authorized to do business in the State of Colorado (the "**Operator**"), and the **Contracting Airlines (as defined in the "Fuel System Lease," defined below)**.

RECITALS

WHEREAS, the City, through DEN, owns, operates, and maintains Denver International Airport for the benefit of the public (**DEN or the "Airport"**); and has the power to grant rights and privileges with respect thereto; and

WHEREAS, Operator is an aviation service corporation authorized to do business in Colorado with the ability to provide the maintenance, operation, and management services required hereby as well as provide certain ancillary services; and

WHEREAS, the Contracting Airlines are parties to a **Lease Agreement ("Fuel System Lease")** between them and the City and County of Denver pursuant to which they lease the Fuel System at the Airport, a copy of which is has been provided to Operator; and

WHEREAS, the Contracting Airlines are also parties to an Interline Agreement ("**Interline Agreement**") which provides for the rights and duties of the Contracting Airlines as among themselves and DEN relating to the use, maintenance, operation, and management of the Fuel System and the allocation of expenses related thereto, and a copy of which has been provided to Operator;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.01 Incorporation of Definitions From Lease and Interline Agreement: Except as specified in this Agreement, capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in the Fuel System Lease and related Interline Agreement, and the following terms have the respective meanings given below when used in this Agreement, unless the context clearly indicates a different meaning:

1.02 Gasoline: "Gasoline" means automotive fuel which complies with the quality specifications established by the Contracting Airlines and the City from time to time.

1.03 Gasoline Facility: "Gasoline Facility" means collectively automotive gasoline storage and delivery systems and related facilities and appendages that are leased by the

Contracting Airlines (or are operated on behalf of the Contracting Airlines and the City by the Operator).

1.04 Gasoline Facility Access Agreement: "Gasoline Facility Access Agreement" means the agreement between the Contracting Airlines and a Gasoline Facility User to allow access to the Gasoline Facility to withdraw Gasoline in order to provide fuel for ground service vehicles. This Agreement must be approved by the City prior to execution.

1.05 Gasoline Facility User: "Gasoline Facility User" means a person which is not a Contracting Airline but which has executed the then current Gasoline Facility Access Agreement and is permitted to store Gasoline in the Gasoline Facility.

1.06 Storage Fee: "Storage Fee" means the fee imposed by the Contracting Airlines on a Non-Contracting User or Gasoline Facility User for the storage of Aviation Fuel or Gasoline in the Fuel System as provided in the Non-Contracting User Agreement or Gasoline Facility Access Agreement.

1.07 System Capital Asset: "System Capital Asset" has the meaning ascribed to that term in Section 8.01 hereof.

1.08 System Use Charge: "System Use Charge" means the charge to be paid to the Operator for the credit of the Contracting Airlines for each and every Gallon of Aviation Fuel put through any part of the Fuel System for the benefit of any Person other than a Contracting Airline and established by the Contracting Airlines pursuant to the Interline Agreement or this Agreement.

ARTICLE 2 OPERATOR OBLIGATIONS

2.01 Operator SOW: The Operator shall perform services for the Contracting Airlines and DEN as described in the Scope of Work, attached as **Exhibit A** and incorporated into this Agreement by this reference. Subject to the terms and conditions of this Agreement, the Contracting Airlines hereby authorize Operator, insofar as it may lawfully do so, and insofar as is necessary for Operator to perform services in accordance with this Agreement, to use the Lease Property under the Fuel System Lease as may be necessary or desirable to provide said services.

2.02 Agreement Subject to Other Agreements: This Agreement is subject to all of the terms and conditions of the **Fuel System Lease** and to any agreements entered into in replacement thereof. DEN has furnished to Operator a fully executed copy of the Fuel System Lease, and also will furnish to Operator copies of all counterparts, amendments, supplements, and replacements thereof promptly as they become effective. The City may execute the Fuel System Lease and any counterpart thereof with any Airline which has a fully executed Airport Use and Facilities Lease Agreement for the use and lease of terminal and concourse facilities and premises at the Airport.

2.03 DEN Project Manager: The Chief Executive Officer of the Department of Aviation (the "CEO") authorizes and directs all DEN obligations under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated to a "**Project Manager**" the authority to coordinate services under this Agreement. Reports, memoranda, correspondence, and other

submittals required of Operator hereunder shall be processed in accordance with the Project Manager's directions. The initial Project Manager for this Agreement is:

Ben Hubbard.
Manager- Airline Affairs and Airport Properties
(303) 342-2519 or (720) 438-5994
Ben.Hubbard@FlyDenver.com

A different Project Manager may be substituted at any time upon notice to the Operator.

2.04 On-Site Engineer: In addition to all Operator support otherwise required under this Agreement, Operator will pay all costs related to DEN's employment of an engineer with a background in fueling systems and experience in the design, construction, and maintenance of large airport hydrant fueling systems. This engineer will review Operator's maintenance and perform modification audits, and provide DEN and the Fuel Committee with a quarterly report of any findings.

2.05 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. Operator hereby represents and warrants to City that it will perform its services skillfully, carefully, diligently, and in a first-class manner. Operator agrees and understands that DEN, in its sole discretion, shall determine whether services are provided in a first-class manner. Operator acknowledges that time is of the essence in its performance of all work and obligations under this Agreement.

2.06 Key Personnel Assignments and Subcontractors:

A. **Key Personnel:** All key professional personnel identified in **Exhibit B** will be assigned by Operator to perform work under this Agreement. Only the key personnel identified in Exhibit B will perform work under this Agreement, unless otherwise approved in writing by the Project Manager. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Operator's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

1. Exhibit B may be changed and/or substituted, by mutual agreement of the Parties, without such change or substitution being deemed an amendment to this Agreement.

B. **Poorly Performing Personnel:** If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, the Project Manager shall notify Operator, and give Operator notice of the period of time which the Project Manager considers reasonable to correct such performance. If the Project Manager notifies Operator that certain of its key personnel should not be retained on this project, Operator will use its best efforts to obtain adequate substitute personnel within ten (10) days from the date of the notice. Such substitute personnel shall be approved in writing by the Project Manager. Failure to obtain the requisite approval shall be grounds for termination for cause.

C. **Subcontractors:** Although Operator may retain, hire, and contract with subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the Project Manager. Requests for such approval must be made in writing and 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 City. 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 City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract. Because Operator's represented qualifications are consideration to City in entering into this Agreement, the Project Manager shall have the right to reject any proposed subcontractor deemed by the Project Manager, in the Project Manager's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services.

D. **Prompt Payment:** Operator is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112 wherein Operator is to 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 City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

2.07 Ownership and Deliverables: All records, data, or deliverables, including all fuel system maintenance records, and any other work product prepared by the Operator or any custom work performed by the Operator shall become the property of the City, except as otherwise may be specifically excepted in this Agreement. Operator, upon request by the City, or based on any schedule agreed to by Operator and the City, Operator shall provide City with copies of the data or other files maintained by or on behalf of Operator or otherwise saved or maintained by Operator as part of the services provided under this Agreement. Operator also agrees to allow the City to review any of the procedures the 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 SOW, for up to three (3) years after termination of this Agreement. Upon written request from the City, the Operator shall deliver any information requested pursuant to this subsection within ten (10) business days in the event a schedule or otherwise agreed upon timeframe does not exist.

ARTICLE 3 USE OF FUEL SYSTEM

3.01 Services: Operator shall provide all labor, materials, supplies, equipment and tools to maintain and operate the Fuel System and to perform management and administrative services related thereto, as described in Exhibit A.

ARTICLE 4 FEES AND CHARGES

4.01 Total Operating Costs: Total Operating Costs shall consist of a Management Fee, Reimbursable Direct Costs and Reimbursable Indirect Costs, all as defined in Exhibit C. In August of each year during the Term of this agreement, the Operator shall submit to DEN and the Contracting Airlines a proposed maintenance and operation budget ("**M&O Budget**") that includes these proposed fees and costs for the following calendar year. The Contracting

Airlines and DEN will review, and if needed will renegotiate, and finally will approve a M&O Budget for the following calendar year, and that approved M&O Budget will supercede the Exhibit C for the previous year without such replacement being deemed an amendment to this Agreement.

4.02 Costs Excluded from Total Operating Costs: The following costs and expenses shall not be included as total operating costs:

- A. Except as specifically provided for herein, overhead costs for Operator's home office or non-Denver area offices, examples of which are compensation of personnel based outside of the Denver area, travel expenses outside the Denver area and the cost of those services which Operator contemplates performing at its home office (whether or not actually performed there). Costs of preparation of monthly statements and invoices in connection with this Agreement shall be part of Total Operating Costs, wherever performed;
- B. Fees of Operator's legal counsel.
- C. Any cost or expense which is reimbursed from the proceeds of any insurance obtained by Operator.
- D. Any claim against Operator;
- E. In the event Operator performs other services for any Person, other than pursuant to this Agreement, all expenses incurred by Operator in connection with providing such services including overhead, wages, and payroll costs attributable to such services and all other costs incurred by it in providing such services.
- F. Any charges incurred by Operator by reason of Operator's failure to obtain any available early payment or pre-payment discount and any late payment charges incurred by Operator, unless and to the extent that such failure or late payment is specifically authorized by the terms of this Agreement or is specifically directed, or the result of action or lack of action, by Contracting Airlines or due to another cause beyond the reasonable control of Operator.

4.03 Credits: Any credits from one calendar year's budget shall be reflected in the proposed M&O Budget Operator for the next calendar year. All credits shall be calculated and applied in accordance with the approved M&O Budget for that year.

4.04 Expenditures: Expenditures for outside services or material shall be approved by the Contracting Airlines or DEN and, if reasonably feasible, be subject to competitive bid. Purchases of materials or services from any Person in any way affiliated with Operator shall be specifically disclosed in writing to the Contracting Airlines and shall be subject to the prior written approval of the Chairperson of the Fuel Committee. The foregoing shall not be deemed to restrict Operator from taking appropriate action in the event of any emergency.

4.05 Allocation of Costs: The amount payable by the Contracting Airlines for the Total Operating Costs shall be allocated among the Contracting Airlines in the manner set forth in the Interline Agreement with respect to the Net Facilities Charge.

4.06 DEN's Financial Liability: Notwithstanding any other provision of this Agreement, in no event shall the City and County of Denver, including DEN, be liable for any payment for services or expenses incurred by Operator under the terms of this Agreement. Operator acknowledges and understands that 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 and County of Denver. City is not under any obligation to make any future encumbrances or appropriations for this.

ARTICLE 5 OTHER SERVICES BY OPERATOR

5.01 Other Services to Contracting Airlines: Operator may render services to individual Contracting Airlines and other airlines, including but not limited to into-plane servicing of aircraft and making of improvements to the Lease Property with the prior written approval of the City, on such terms and conditions as are agreed upon by Operator and each individual Contracting Airline or other airline, so long as the rendering of such services does not interfere with Operator's performance of its obligations hereunder.

ARTICLE 6 STANDARDS OF OPERATIONS

6.01 Hours: Operator shall operate the Fuel System twenty-four (24) hours per day, seven days per week.

6.02 Impartiality: Operator shall furnish services impartially to each Contracting Airline and shall not favor any Contracting Airline over any other Contracting Airline.

6.03 Efficient Operation: Operator shall operate the Fuel System in an efficient, prudent, and economical manner and shall in good faith act to keep the Total Facilities Charge to a minimum consistent with the level and type of service desired by Contracting Airlines. Operator shall comply with all directions, rules and procedures prescribed by the Contracting Airlines and all applicable governmental laws, rules and regulations.

6.04 Staffing and Budget: Upon commencement of operations, Operator shall submit to the Contracting Airlines and DEN for their approval Operator's proposed budget and staffing plan of the Fuel System, including an identification of job positions, scope of duties, salaries, and wage levels. Operator shall provide personnel for the Fuel System in accordance with such approved staffing plan. At the reasonable request of the Contracting Airlines, Operator shall periodically submit to the Contracting Airlines and DEN a revised budget for the Fuel System.

6.05 Employee of Operator: Employees of Operator engaged in performing services hereunder shall be considered employees of Operator for all purposes and shall under no circumstances be deemed to be employees of any Contracting Airline or of the Contracting Airlines as a group, or of DEN. Operator shall train and, as necessary, retrain its employees in accordance with training procedures to be developed on or before commencement of services under this Agreement and approved by the Contracting Airlines and DEN, and Operator shall maintain appropriate records to document such training and retraining. No Contracting Airline shall have any right or responsibility to supervise or control any employee of Operator. Any complaint or request concerning the performance of services by Operator shall be made by a Contracting Airline or DEN to Operator in writing with a copy to the Chairperson of the Fuel Committee and the City. When present at DEN, Operator's employees shall not display any insignia or name other than that of Operator.

6.06 Relations with Workers: Operator assumes responsibility for establishing workable and satisfactory relations with its employees and any authorized employee representative representing Operator's personnel who are engaged in the performance of services hereunder, including responsibility for labor negotiations, arbitrations and grievance hearings which may involve such personnel.

6.07 Payment of Prevailing Wage Rates: Operator shall comply with City's Prevailing Wage Ordinance, D.R.M.C. § 20-76 *et seq.*, as such Ordinance may apply to Operator's activities under this Agreement. The Operator is prohibited from hiring any subcontractor that is currently debarred by City in accordance with D.R.M.C § 20-77.

6.08 Environmental Matters:

A. **Compliance with Environmental Laws.** Operator shall conduct all of its operations under this Agreement in full compliance with all applicable environmental laws.

B. **Environmental Management System.** Operator will comply with and cooperate with DEN's implementation of its ISO certified Environmental Management System.

C. **Design Standards, Construction Procedures, and Related Requirements.** Operator shall comply with **Exhibit D**, which is attached hereto and incorporated by this reference.

D. **Fire Protection Materials.** The fueling system contains products that are "regulated substances" in accordance with C.R.S. § 8-20.5-101(13), which are stored in an Airport Hydrant Fuel Distribution System subject to the requirements of 7 C.C.R. 1101-14, depending on the volume of substances stored beneath the surface of the ground relative to the entire volume stored in the system. Because of the specific risk posed by the storage and distribution of regulated substances beneath the surface, the Operator shall be required to demonstrate conformance with the requirements of 7 C.C.R. 1101-14 in addition to the UST System Registration requirements contained in SOW Section 2-2-3.

6.09 AFFF and other Fire-Fighting Foams: The Operator shall have methods and procedures in place to enable collection of all wastewater generated through planned, non-emergency releases of any fire-fighting foam, including but not limited to periodic system testing. Collected wastewater shall be properly disposed. In the event of an emergency release by the Operator, Operator shall remediate the site impacted by the release.

**ARTICLE 7
BILLS AND ACCOUNTS**

7.01 Billing: The Operator shall invoice Contracting Airlines in accordance with the terms of the Interline Agreement and the directions of the Fuel Committee, including without limitation, computing the actual expenses, as incurred by Operator, allocable to each Contracting Airline for each month. In accordance with the Interline Agreement, each Contracting Airline shall maintain a deposit with the Operator in the amount required by the Interline Agreement and the Operator may draw against such deposit in the event any Contracting Airline does not pay all amounts billed within thirty (30) days from date of invoice.

7.02 Collection Expenses: All expenses (including attorneys' fees) incurred by Operator collecting or attempting to collect delinquent accounts from a Contracting Airline shall be reimbursed by such Contracting Airline and not by DEN.

7.03 Books, Records and Accounts of Operator: Operator shall at all times keep complete and accurate books, records, and accounts from which it shall determine the cost to it of services rendered hereunder and the fee payable therefor, the allocation of such cost and fee among the Contracting Airlines, the amount of any credits to be allocated among the Contracting Airlines and the allocation thereof. Upon request of DEN or the Contracting Airlines, Operator shall employ a certified public accountant (who at DEN's or the Contracting Airlines' option, may be the certified public accountant regularly employed to audit Operator's books or any other certified public accountant selected by DEN or the Contracting Airlines) to carry out an examination of such books, records, and accounts. The cost of any such requested services shall be part of the Total Facilities Charge hereunder. The books, records, and accounts of Operator pertinent to this Agreement shall, at all reasonable times, be accessible to and open for inspection, examination and audit by the City and each Contracting Airline and its authorized representatives. Subject to requirements of law, all books, records, and accounts which have been audited by the City and the Contracting Airlines may be disposed of five (5) years after the last audit and, after providing notice to the City and the Contracting Airlines and upon the City or the Contracting Airlines' request, the City or the Contracting Airlines may take possession of such books, records and accounts.

ARTICLE 8 SYSTEM CAPITAL ASSETS

8.01 Acquisition of System Capital Assets:

A. From time to time upon written direction from the Contracting Airlines, Operator shall acquire equipment for use in performing its obligations hereunder (each a "**System Capital Asset**"). All System Capital Assets shall remain the property of Operator so long as this Agreement is in force and effect, subject, however, to the provisions of this Article.

B. Operator hereby grants to the Contracting Airlines a security interest in each and every System Capital Asset in order to secure Operator's obligations under this Article. Operator shall cooperate in the filing of such financing statements, continuation statements and other documents deemed by the Contracting Airlines to be necessary or appropriate to evidence the interest of the Contracting Airlines in System Capital Assets.

C. Operator shall keep all System Capital Assets free and clear of any and all liens except liens approved in writing by the Contracting Airlines and the security interest of the Contracting Airlines. Operator shall protect its interest and the interest of the Contracting Airlines hereunder in System Capital Assets from all claims and liens of all third parties, and shall maintain a current inventory of such System Capital Assets.

1. By January 15 of each calendar year during the term of this Agreement, Operator shall provide DEN with an equipment schedule and asset inventory identifying all system components and equipment necessary to perform the SOW, including any critical spares or back up equipment.

8.02 Sale or Disposition of System Capital Assets: Operator shall not sell or dispose of any System Capital Asset without the prior written approval of the Contracting Airlines. Any amount received by Operator upon the sale or disposition of a System Capital Asset which is in excess of Operator's unamortized investment therein shall be credited to the Contracting Airlines as determined by the Contracting Airlines. Operator's unamortized investment in a System Capital Asset shall equal Operator's actual costs of acquiring such System Capital Asset and any improvements or modifications capitalized in accordance with generally accepted accounting principles consistently applied, less the cumulative amount charged to the Contracting Airlines, excluding interest, as a Total Operating Cost.

8.03 Purchase Upon Termination of Agreement: Upon the expiration or termination of this Agreement, the Contracting Airlines shall purchase from Operator, and Operator shall sell to the Contracting Airlines, all of Operator's interest in System Capital Assets at a purchase price in cash equal to Operator's then unamortized investment in the System Capital Assets; such sale shall convey title to the Contracting Airlines free and clear of any and all liens.

8.04 Allocation of Amounts Upon Sale: Any payments by the Contracting Airlines to Operator or by Operator to the Contracting Airlines upon the sale or disposition of System Capital Assets pursuant to Sections 8.02 or 8.03 shall be made in such respective proportions as shall fairly reflect the basis on which amortization was paid by each Contracting Airline prior to such sale or disposition.

ARTICLE 9 INDEMNIFICATION, INSURANCE, AND NOTICES

9.01 Indemnification by Operator:

A. To the fullest extent permitted by law, the Operator 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 related to the work performed under this Agreement that are attributable to the negligence or fault of the Operator or its agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the 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 suit has been filed and even if Operator is not named as a Defendant.

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 reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. 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. 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.

9.02 Indemnification by Contracting Airlines: The Contracting Airlines have certain indemnification obligations to the City. If a loss occurs as the result of the sole negligence of Contracting Airlines, they will assume the entire indemnification owed to the City. If a loss occurs as the result of the joint or combined negligence of Contracting Airlines and Operator, they will bear the indemnification obligation proportionately to their percentage of negligence. If neither Contracting Airline nor Operator is negligent but, nonetheless, a loss occurs for which the Contracting Airlines and Operator both have indemnification obligations to the City, Contracting Airlines and Operator will share that obligation equally.

9.03 Insurance:

A. Operator shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit E (“Certificate of Insurance”)**, which is incorporated into this Agreement by this reference. Operator shall submit to the City fully completed and executed certificates of insurance, on ACORD form or equivalent approved by the City, which specifies the issuing company or 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 the City at the time the Operator signs this Agreement.

B. City’s acceptance of any submitted Certificate of Insurance is subject to the approval of City’s Risk Management Administrator. All coverage requirements specified in the Certificate of Insurance shall be enforced unless waived or otherwise modified in writing by City’s Risk Management Administrator.

C. Operator shall comply with all conditions and requirements set forth in Exhibit E for each required coverage during all periods in which coverage is in effect.

D. Unless specifically excepted in writing by City’s Risk Management Administrator, Operator shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate with authorization letter(s) for each subcontractor; alternatively a subcontractor may provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Operator shall insure that each subcontractor complies with all of the coverage requirements.

E. City in no way warrants and/or represents the minimum limits contained in the Certificate of Insurance 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, or employees. Operator shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Operator is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Operator;

(ii) damage, theft, or destruction of Operator's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

F. The Parties hereto understand and agree that City and County of Denver, its officers, officials and employees, 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, Colorado Revised Statute ("C.R.S."), or otherwise available to City and County of Denver, its officers, officials and employees.

9.04 Use of Insurance Proceeds:

A. In the event any System Capital Asset is damaged, destroyed or lost, such damage, destruction or loss shall be, unless otherwise directed by the Contracting Airlines, repaired or replaced by Operator with due diligence. Operator shall apply to such repair or replacement all or so much as may be necessary of the proceeds of insurance, if any, available to it by reason of such damage, or destruction or loss. In the event the proceeds of insurance are insufficient to defray the full cost of such repair or replacement, the deficiency shall be amortized in the same manner as if Operator's unamortized investment of such System Capital Asset had been amortized.

B. In the event such insurance proceeds are in excess of the full cost of such repair or replacement (including the operators deductible), Operator shall pay such excess to the City. In the event Operator is directed by the Contracting Airlines not to repair or replace the damage, destruction or loss of a System Capital Asset, the proceeds of insurance, if any, available to Operator by reason of such damage, destruction or loss shall be treated as proceeds of the sale of such System Capital Asset in accordance with the provisions above.

C. In the event of the damage, destruction, or loss of any portion of the Fuel System, Operator shall, to the extent of insurance proceeds made available to Operator, repair or replace such portion with due diligence, unless otherwise instructed by the Contracting Airlines or the City. Operator shall not be obligated to expend more than the amount available to it for such repair or replacement from proceeds of insurance plus the amount available from the Contracting Airlines or the City, if any.

D. Notwithstanding the foregoing, in the event the damage, destruction or loss of any System Capital Asset or any portion of the Fuel System is solely caused by the negligent or willful act or omission of Operator, its officers, directors, employees or agents, Operator shall bear full financial responsibility for any uninsured losses or applicable policy deductibles. This provision shall not in any way limit Operator's obligations pursuant to Section 9.01.

9.05 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 City to: President & CEO
FSM Group, LLC
201 East Pine Street, Suite 210
Orlando, Florida 32801

All notices required or permitted to be given pursuant to this Agreement shall be in writing and deemed given when sent by overnight express delivery, or personally delivered and addressed to the party to receive notice at the address as a party hereafter designates by written notice given, or by prepaid U.S. certified mail, return receipt requested. 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.

ARTICLE 10 TERM AND TERMINATION

10.01 Term: The term of this Agreement shall commence September 1, 2019, and shall terminate 5 years thereafter, unless sooner terminated in accordance with the terms of this Agreement.

10.02 Termination by Default or Otherwise: This Agreement may be terminated pursuant to Sections 11.01 and 11.02 herein.

10.03 Bankruptcy of Operator: If bankruptcy proceedings are commenced by or against Operator; if Operator becomes insolvent; if the Contracting Airlines or the City have evidence that the Operator is not paying its bills when due without just cause; if a receiver of any substantial portion of the Operator's assets is appointed; if the Operator takes any step leading to its cessation as a going concern; or if the Operator either ceases or suspends operations for reasons other than strike, then the Contracting Airlines with the prior written approval of the City, may immediately terminate this Agreement on written notice to the Operator unless the Operator immediately gives the Contracting Airlines assurances, deemed adequate by the Contracting Airlines and the City, of the future performance of this Agreement by Operator. If bankruptcy proceedings are commenced with respect to the Operator and if this Agreement has not otherwise terminated, then the Contracting Airlines and the City may jointly suspend all further performance of this Agreement until the Operator assumes or rejects this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by the Contracting Airlines and the City pending the Operator's assumption or rejection will not be a breach of this Agreement and will not affect the Contracting Airlines' or the City's right to pursue or to enforce any rights or remedies against the Operator whether under this Agreement or otherwise.

ARTICLE 11 DEFAULT

11.01 Event of Default with Respect to Operator: The failure by Operator to perform any term or provision as required herein within fifteen (15) days after receipt of notice of default given by the Contracting Airlines or DEN, or, with respect to events which are incapable of being cured within fifteen (15) days, Operator's failure to commence and diligently to continue efforts

to cure such default to the satisfaction of the Contracting Airlines or DEN respectively, within such fifteen (15) days, shall constitute an Event of Default with respect to Operator.

11.02 Event of Default with Respect to the Contracting Airlines: The failure by the Contracting Airlines to perform any term or provision as required herein within fifteen (15) days after receipt of notice of default given by the Operator or the City, or with respect to events which are incapable of being cured within fifteen (15) days, failure to commence and diligently to continue efforts to cure such default to the satisfaction of Operator or the City within such fifteen (15) days, shall constitute an Event of Default with respect to the Contracting Airlines.

11.03 Remedies in Event of Default: In addition to any right to terminate this Agreement upon the occurrence of an Event of Default, as provided in Sections 11.01 and 11.02, the Operator, the Contracting Airlines, or DEN, as the case may be, may pursue any and all other remedies available at law or in equity in the event of a default by the other party hereto.

11.04 Notice of Non-Payment: In the event that any Contracting Airline shall fail to pay to Operator any amount payable in accordance with the Fuel System Lease, the Interline Agreement or this Agreement, Operator shall give such Contracting Airline, the Chairperson of the Fuel Committee and DEN prompt written notice of such failure.

ARTICLE 12 EXCUSABLE DELAY

12.01 Excusable Delay: Operator shall be excused from, and shall not be liable for, any impairment or interruption of service due to causes beyond its control, including, without limitation, weather, fire, earthquake, explosions, epidemics, quarantine restrictions, flood, windstorm, power shortages, accidents, war (whether declared or undeclared), warlike operations, insurrections, acts of public enemies, civil commotions, riots, rebellions, embargoes, transportation delays, materials controls, court orders, regulations, rulings or acts of any governmental agency now existing or hereafter in effect (not arising from a breach of Operator's obligations under this Agreement), and acts of God. Nevertheless, in the event of any impairment or interruption of service resulting from such cause or causes, Operator shall use its best efforts to eliminate such impairment or interruption as soon as possible and in the interim to provide such services hereunder as may practicably be performed by Operator.

ARTICLE 13 FUEL INVENTORY AND INVENTORY LOSS

13.01 Ownership of Aviation Fuel and Gasoline: Operator shall not be responsible in any way or incur any liability whatsoever to a Contracting Airline or to any Supplier of Aviation Fuel or Gasoline for any payments for or charges relating to Aviation Fuel or Gasoline, and the Contracting Airlines shall indemnify Operator and hold it harmless from and against any and all claims, liabilities, damages, losses, and judgments, including attorneys' fees, costs and expenses incidental thereto, which may be suffered by, accrue against, or be charged to Operator by reason of any claim for payment by any Supplier of Aviation Fuel or Gasoline delivered for the account of a Contracting Airline, or by reason of Operator's proper rejection of any Aviation Fuel or Gasoline tendered for transportation through the Fuel System for the account of a Contracting Airline.

13.02 Commingling: The nature of the Fuel System requires commingling of the Aviation Fuel and separate commingling of Gasoline in the Gasoline Facility. Operator will not be required to segregate or distinguish Aviation Fuel or Gasoline received for eventual delivery to a Contracting Airline, Non-Contracting User, or Gasoline Facility User, *excepting that*, as may be required, Bonded Fuel may be segregated from other Aviation fuel.

13.03 Access to the Fuel System: The only parties permitted to access the Fuel System to withdraw Aviation Fuel and thus dispense into-plane are: any Contracting Airline or its affiliate corporation, any entity that has qualified as an Into-Plane Agent, and the Operator or the City. No Contracting Airline or Non-Contracting User will be entitled to have delivered into its aircraft or otherwise Aviation Fuel in an amount greater than is authorized by its Supplier or, if applicable, is stored by it in the Fuel System. Each User must deliver into the Fuel System a quantity of Aviation Fuel sufficient to meet at all times all authorized withdrawals from the Fuel System. In the event that a User has at any time insufficient amounts in the Fuel System to satisfy authorized withdrawals by a Contracting Airline or Into-Plane Agent, arrangements must be made for delivery by a User with sufficient inventory in the Fuel System. The Contracting Airline or Into-Plane Agent is required to notify the Operator of any such arrangements made and Operator must verify the arrangement with each party involved prior to delivery to the Contracting Airline or Into-Plane Agent. The only parties permitted to access the Gasoline Facility to withdraw Gasoline are: any Contracting Airline, any Gasoline Facility User or the Operator and the City. No Contracting Airline or Gasoline Facility User will be entitled to withdraw Gasoline in an amount greater than is stored in the Gasoline Facility. In the event that a Contracting Airline or Gasoline Facility User has at any time insufficient amounts in the Gasoline Facility to satisfy their withdrawals, arrangements must be made for delivery by a Contracting Airline or Gasoline Facility User with sufficient inventory in the Gasoline Facility. The Contracting Airline or Gasoline Facility User is required to notify the Operator of any such arrangements made and Operator must verify the arrangement with each party involved prior to delivery to the Contracting Airline or Gasoline Facility User.

13.04 Fuel Inventory Reconciliation:

A. Operator shall keep current, complete and accurate fuel inventory records. Receipts into inventory and disbursements from inventory shall be recorded in net and/or gross gallons as directed by the Contracting Airlines from time to time. At approximately the same time each day, Operator shall take inventory measurements of each storage facility, and for each measurement so taken, Operator shall record the volume and the time of day such measurement was made. Each disbursement of Aviation Fuel into aircraft shall be recorded on individual fueling tickets.

B. Using the above daily measurements, Operator shall monthly reconcile the physical inventory to the calculated inventory and present such reconciliation to the Contracting Airlines. Such reconciliation shall explain to the Contracting Airlines' satisfaction the receipt and distribution of all Aviation Fuel and Gasoline, including all operating gains or losses of inventory. Operator shall be responsible for all loss of disappearances of Aviation Fuel from inventory in excess of 0.25 percent of the monthly disbursement that cannot be reconciled as required by this subparagraph, or adequately explained as a normal operating loss reasonably beyond Operator's control. Operator shall be responsible for all loss or disappearances of Gasoline from inventory in excess of 0.50 percent of the monthly disbursement that cannot be reconciled as required by this subparagraph, or adequately explained as a normal operating loss reasonably beyond Operator's control.

C. Operator shall be responsible for all losses of Aviation Fuel and Gasoline that result from Operator's negligence, mismanagement or willful misconduct. Operator shall also be responsible for all losses or disappearances of Gasoline in excess of 0.50 percent of yearly throughput that cannot be reconciled as required above, or otherwise adequately explained as a normal operating loss reasonably beyond Operator's control. Within thirty (30) days following each yearly anniversary of the effective date of this Agreement, Operator shall replace or pay for all such losses or disappearance of Aviation Fuel in excess 0.25 percent of yearly throughput and all losses or disappearances of Gasoline in excess of 0.50 percent of yearly throughput over the course of the previous year not reconciled or adequately explained as provided for above, such replacement or payment to be allocated amount all Users of the Fuel System during such previous year, based upon the respective throughput of all such Users that owned Aviation Fuel or Gasoline in the Fuel System during the period or as otherwise directed by the Contracting Airlines. All gains and losses for which Operator is not responsible shall be determined monthly and shared proportionately by Users of the Fuel System based upon total monthly volume withdrawn from the Fuel System for the month in question.

D. Any liability of Operator for Aviation Fuel or Gasoline lost, contaminated or otherwise damaged or destroyed while in Operator's custody or control shall be limited to the replacement value of such Aviation Fuel or Gasoline, the cost of removing and replacing such Aviation Fuel or Gasoline, any costs of environmental remediation and fines or charges, and all costs associated with tank cleaning and filter replacements required due to contaminated Aviation Fuel or Gasoline.

E. Operator shall not permit any Contracting Airline, Supplier, Non-Contracting User or Gasoline Facility User to operate in a negative inventory position unless previous arrangements have been made among Users of the Fuel System to exchange or borrow Aviation Fuel or Gasoline and evidence of such arrangements by Users have been previously documented to Operator by all parties involved in the exchange.

ARTICLE 14 USERS OTHER THAN CONTRACTING AIRLINES

14.01 System Use Charge: Each Non-Contracting User and Itinerant User will be charged with and will pay a System Use Charge, which Operator will collect on behalf of the Contracting Airlines for each Gallon of Aviation Fuel transported to such Non-Contracting User or Itinerant User through the Fuel System. The System Use Charge shall be billed to an authorized IntoPlane Agent designated by the Non-Contracting User or the Itinerant User. The System Use Charge will be in such amount as the Contracting Airlines will set and any change in the charge will be effective upon the first day of any calendar month following written notification of such change given by the Contracting Airlines to Operator. The System Use Charge will be in addition to any fee or charge imposed by the City and required to be collected by Operator on behalf of the Contracting Airlines. The System Use Charge will be applied by Operator as a credit to the account of the Contracting Airlines. In accordance with a Fuel System Access Agreement, each Into-Plane Agent shall maintain on deposit with the Operator, an amount equal to two months' estimated System Use Charge and Operator may draw against such deposit in the event any IntoPlane Agent does not pay all amounts billed hereunder in a timely fashion. Interest earned on such deposits shall be credited against future required reserve amounts.

14.02 Storage Fee: In the event a Non-Contracting User or Gasoline Facility User has Aviation Fuel or Gasoline delivered into the Fuel System but has not thereafter withdrawn that Aviation Fuel or Gasoline from the Fuel System within thirty (30) days, then Operator will bill Non-Contracting User or Gasoline Facility User for a resident Storage Fee in such amount as the Contracting Airlines and the City establish and will notify the Non-Contracting User or Gasoline Facility User of such billing. Any change in such Storage Fee will be effective upon the first day of any calendar month following written notification of such change given by the Contracting Airlines or City to Operator for such Storage Fee. Further, Operator, as authorized by the Contracting Airlines, may require a Non-Contracting user or Gasoline Facility User to remove the Aviation Fuel or Gasoline so stored if the storage of such Aviation Fuel or Gasoline is determined by the Contracting Airlines and the City to be impairing the operation of the Fuel System. Failure of Non-Contracting User or Gasoline Facility User to remove the Aviation Fuel or Gasoline within fifteen (15) days after notice from the Operator will permit the Operator to remove such Aviation Fuel or Gasoline from the Fuel System and dispose of the same at the sole cost and expense of Non-Contracting User or Gasoline Facility User.

14.03 Payment Requirements: Not later than ten (10) days following the end of each calendar month, Operator will render or cause to be rendered an itemized bill to each Non-Contracting User or Gasoline Facility User for the amounts due and payable for such calendar month to the Contracting Airlines pursuant to Sections 14.01 and 14.02. Such bill will be due and payable upon receipt and will be delinquent ten (10) days thereafter. The amount of any delinquent bill will bear interest at eighteen percent (18%) per annum (or at the maximum rate permitted by law, whichever is lower), from the date such amount is due. Operator will promptly notify the Contracting Airlines of any delinquency and may, upon the authorization of the Contracting Airlines put such Non-Contracting User or Gasoline Facility User on a cash or prepayment basis with the prior written approval of the City. In the event of the continued failure of a Non-Contracting User or Gasoline Facility User to pay such charges, Operator may pursue any and all legal and equitable remedies as authorized by the Contracting Airlines or the City.

ARTICLE 15 ADDITIONAL CONTRACTING AIRLINES

15.01 Additional Contracting Airlines: From time to time one or more additional airlines may become Lessees under the Fuel System Lease and, consequently, become Contracting Airlines in accordance with the Interline Agreement and this Agreement. Operator shall accept each such additional airline as a Contracting Airline effective on the applicable acceptance date pursuant to the Interline Agreement. If any Contracting Airline's Fuel System Lease is terminated, this Agreement will concurrently terminate with respect to said Contracting Airline.

ARTICLE 16 MISCELLANEOUS

16.01 Entire Agreement: The parties acknowledge and agree that the provisions contained in this Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter thereof, and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. This Agreement cannot be changed or terminated orally. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless

executed by an instrument in writing by all the parties with the same formality as this Agreement.

16.02 Assignment; Successors: This Agreement may not be assigned by Operator without the written permission of DEN's CEO, which will not be unreasonably denied. Any unapproved purported assignment shall be void and of no effect.

16.03 Waiver: The failure of the City, Contracting Airlines, or Operator to exercise any power or right under this Agreement shall not operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof, or the exercise of any other power or right.

16.04 Governing Law, Venue:

A. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of City and County of Denver, and the ordinances and regulations enacted pursuant thereto, including as they may be amended during the Term.

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

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

16.05 Dispute Resolution: Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. §5-17. The parties agree that the determination resulting from said administrative hearing shall be final, subject only to any Party's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

16.06 Severability: In the event any term, covenant or condition of this Agreement is found to be invalid under the laws of any jurisdiction, such invalidity shall not affect any other term, covenant or condition hereof.

16.07 Independent Contractor: The relationship of the parties hereto is that of purchaser and provider of services. Operator is intended to be an independent contractor and nothing herein is intended or is to be construed as establishing any agency, partnership or joint venture relationship among the Operator, Contracting Airlines, and the City, or between any of them.

16.08 Chairperson to Act for Contracting Airlines: Any action required of or permitted to the Contracting Airlines hereunder may be performed by the Chairperson of the Fuel Committee for and on behalf of the Contracting Airlines (and each of them). The Operator shall follow the directions of the Chairperson of the Fuel Committee in all matters concerning the day to day affairs, operation and management of the Fuel System on behalf of the Contracting Airlines and shall not, as a result of any act or omission taken in good faith in reliance thereon, incur any liability to any Contracting Airline.

16.9 United States Department of Transportation Provisions: 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 Airport System.

16.10 Diversity and Inclusiveness: The City encourages the use of qualified small business concerns 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 business concerns, when considering and selecting any subcontractors or suppliers.

16.11 City's Non-Discrimination Policy: In connection with the performance of Services under this Agreement, Operator agrees not to 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 the foregoing provision in all subcontracts hereunder.

16.12 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 Project Manager. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by City, and designs and renderings, if any, which have been accepted by City. The Project Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Operator's use of this Agreement and its component parts in GSA Forms 254 or 255 presentations, or the transmittal of any information to officials of City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

16.13 Colorado Open Records Act:

A. Operator acknowledges that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 *et seq.*, and Operator agrees that it will fully cooperate with City in the event of a request or legal process arising under such act for the disclosure of any materials or information which Operator asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records and information provided by Operator to City shall be considered confidential by City only to the extent allowed by the Colorado Open Records Act, and Operator agrees that any disclosure of information by City consistent with the provisions of the Colorado Open Records Act shall result in no liability of City.

B. In the event of a request to City for disclosure of such information, time, and circumstances permitting, 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, 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 prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Operator agrees that it will either (i) waive any claim of privilege or confidentiality, or (ii) intervene in such legal process to protect materials Operator does not wish disclosed.

C. Operator agrees to defend, indemnify, and hold harmless 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 City of all reasonable attorney fees, costs, and damages City may incur directly or may be ordered to pay by such court.

16.14 Examination of Records:

A. In connection with any services performed hereunder on items of work toward which federal funds may be received the City, 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.

B. Operator agrees until the expiration of three (3) years after the termination of this Agreement, any duly authorized representative of City, including the CEO, City's Auditor, or their representatives, shall have the right to examine any pertinent books, documents, papers and records of Operator involving transactions related to this Agreement, 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.

16.15 Use, Possession or Sale of Alcohol or Drugs: Operator shall cooperate and comply with the provisions of 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 City's barring Operator from City facilities or participating in City operations.

16.16 City Smoking Policy: Operator and its officers, agents and employees shall cooperate and comply with the provisions of Executive Order 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

16.17 Prohibition against Employment of Illegal Aliens to Perform Work under this Agreement:

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

B. The Operator certifies that:

(1) 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.

(2) It will participate in the E-Verify Program, as defined in C.R.S. § 8 17.5-101(3.7), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- C. The Operator also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Operator that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) 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.
 - (4) 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.
 - (5) 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 City within three days. The Operator will then terminate such subcontractor or subconsultant if within three 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.
 - (6) It will comply with any reasonable request made as part of an investigation by the Colorado Department of Labor and Employment under authority of C.R.S. §8-17.5-102(5), or City Auditor under authority of D.R.M.C. §20-90.3.

ARTICLE 17 SECURITY AND FEDERAL PROVISIONS

17.01 Sensitive Security Information: Operator acknowledges that, in the course of performing its work under this Agreement, it may be given access to Sensitive Security Information (“**SSI**”), as material is described in federal regulations, 49 Code of Federal Regulations (“**C.F.R.**”) Part 1520. Operator specifically agrees to comply with all requirements of the applicable federal regulations specifically, 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 DEN’s Security Office.

17.02. DEN Security: Operator, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Operator or City by the FAA or Transportation Security Administration (“**TSA**”). If Operator, its officers, authorized officials, employees, agents, subcontractors, or others under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Operator covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Operator within fifteen (15) days from the date of the invoice or written notice.

17.03 Federal Rights: This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between 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 City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

ARTICLE 18 CITY EXECUTION OF AGREEMENT

18.01 City Execution: This Agreement is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and it may be signed electronically by either party in the manner specified by City.

18.02 Electronic Signatures and Electronic Records: Operator consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City 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 AND EXHIBITS FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PLANE-201845224-00

Contractor Name: FSM Group, LLC

By: Keith P. Ryan

Name: Keith P. Ryan
(please print)

Title: President + C.E.O.
(please print)

ATTEST: [if required]

By: Colin Ryan

Name: Colin Ryan
(please print)

Title: Vice President
(please print)



APPROVED FORM

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Southwest Airlines Co. ("Airline"), and ^{Federal Insurance Company} _____, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to transact business in the State of Colorado, ("Surety"), are held and firmly bound unto the City And County Of Denver, a Municipal Corporation of the State of Colorado (the "City"), in the penal sum of Five Million, Five-Hundred Thousand Dollars and no Cents (\$5,500,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the Airline has, on the 1st day of June, 2019, been granted a Lease (the "Early Access Ground Lease") by the City for certain City property located at Denver International Airport to allow Airline to perform the Work identified in the Early Access Ground Lease, a copy of said Permit being made a part hereof;

NOW, THEREFORE, if the said Airline shall and will, in all particulars well and truly faithfully observe, perform and abide by each and every covenant, condition and part of the Early Access Ground Lease, and the conditions, specifications, plans and other Early Access Ground Lease documents thereto attached, or by reference made part thereof, and any alternations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Airline shall satisfy all claims and demands incurred by the Airline in the performance of the Work, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission or neglect of said Airline, its agents or employees with relation to the Work; and shall fully reimburse and repay to the City all costs, damages and expenses which it may incur in making good any default based upon the failure of the Airline to fulfill its obligation to furnish maintenance, repairs or replacements, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Airline shall at all times promptly make payments of all amounts lawfully due 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 the Work and if the Airline will indemnify and save harmless the City for the extent of any and all payments in conjunction with the carrying out of such Work, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Airline fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal or any other supplies or materials consumed by said Airline or its subcontractors in the performance of the Work, or fails to pay any person who supplies rental machinery tools or equipment, all amounts due as a result of the use of such machinery, tools or equipment in the prosecution of the Work.



the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for the value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Early Access Ground Lease, or to contracts with others in connection with this project, or the Work to be performed thereunder, or the specification and plans accompanying the same, or incorporated by reference into such Early Access Ground Lease, shall in any way effect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Early Access Ground Lease, or contracts, or to the Work, or to the specifications and plans.

IN WITNESS WHEREOF, Airline and Surety have executed these presents as of this 2nd Day of June, 2019.

SOUTHWEST AIRLINES CO

By:


CHRIS MONROE, SVP FINANCE + TREASURER

Federal Insurance Company
[SURETY]

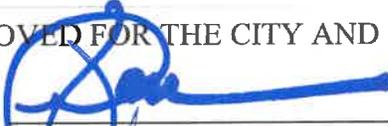
By:


Attorney-in-Fact Ana Tomes

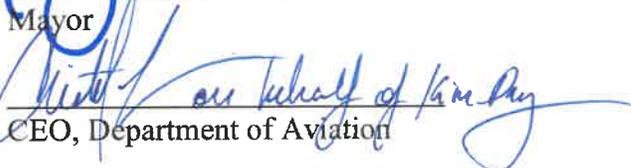
Evidence of Attorney-in-Fact authority to execute, in the form of a valid Surety Power of Attorney certified to include the date of the bond, must accompany this Bond.

APPROVED FOR THE CITY AND COUNTY OF DENVER:

By:


Mayor

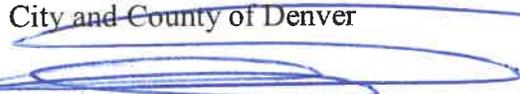
By:


CEO, Department of Aviation

APPROVED AS TO FORM

Kristin Bronson, Attorney for the
City and County of Denver

By:


David Steinberger
Assistant City Attorney





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Mary Gainer, Becky Landry, Greg LeJune and Ana Tomes of San Antonio, Texas**-----

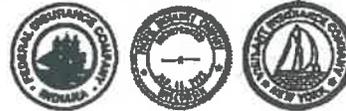
each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.
In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **June, 2015**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **1st** day of **June, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers; Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

2nd day of June, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com



Fuel System Operator Technical Scope of Work



Denver International Airport

**Fuel System Operator Technical SOW
DEN Contract No. 201737645 PO-00046247
BMcD Project No. 109153**

**Revision B
10/5/2018**

Fuel System Operator Technical Scope of Work

prepared for

**Denver International Airport
Fuel System Operator Technical SOW
Denver, Colorado**

**DEN Contract No. 201737645 PO-00046247
BMcD Project No. 109153**

**Revision B
10/5/2018**

prepared by

**Burns & McDonnell Engineering Company, Inc.
Kansas City, Missouri**

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APPENDIX D – HYDRANT DISTRIBUTION AS-BUILT DRAWINGS

APPENDIX E - FUEL FACILITY AS-BUILT DRAWINGS

LIST OF DEFINITIONS

<u>Term/Phrase/Name</u>	<u>Definition</u>
Airport	Denver International Airport (DEN).
City	City and Country of Denver.
Communication Center	Denver International Airport Communication Center.
DEN Fuel Committee	The entity consisting of member airlines who use the Fueling System.
DFD	Denver Fire Department.
DPD	Denver Police Department.
Engineer	The entity contracted by the Operator to provide engineering services as described in this document.
FAA	Federal Aviation Administrator.
FIP	Facility Improvement Plan, a document used to identify modifications to the Fueling System and the timeframe within which they must be completed.
Fueling System	The entire fuel system, including the receipt, fuel and storage facility, and hydrant distribution system and ancillary devices.
Manufacturer	The company that manufactured and/or provided a piece of equipment.
Operator	The entity contracted to provide operation and maintenance of the Fueling System.

1.0 DESCRIPTION OF EXISTING FUELING SYSTEM FACILITIES

The Operator must be familiar with the fueling system facilities at Denver International Airport (DEN). Below are general descriptions of the fueling system facilities. The scope of work and line of demarcation for the Operator includes, but is not limited to the Fuel Storage Facility, Hydrant Distribution System, and Remote Fueling facilities and areas outlined in the sections below. Refer to Appendix A – Aviation Fuel Standards and Appendix D and Appendix E - As-built Drawings for additional detail.

1.1 Fuel Storage Facility

The facility per Figure 1.1 has six 2,550,000-gallon fuel storage tanks. Fuel is received by a common carrier pipeline owned by Magellan Pipeline Company L.P. at the Pipeline Receipt area which does not need to be maintained by the Operator. The valve immediately downstream of the inbound Pipeline Receipt area is the demarcation between Magellan Pipeline Company L.P.'s responsibility and the Operator's responsibility for operation and maintenance. The pump pad has sixteen 1,000-gallon-per-minute hydrant pumps which supply the hydrant distribution system via the four 20-inch transfer lines. There are three offloading islands at the tank farm, each equipped with unloading hoses with bottom loading truck couplers and basket strainers. A hydrant truck test stand is used for testing and adjusting hydrant truck meters and controls. The hydrant truck test stand is designed to allow fuel flow from the hydrant pump discharger headers on the hydrant pad into the 20-inch manifold to the test stand. Two operations buildings are within the storage facility, Building 200 and Building 201. Building 200 includes offices, restrooms, locker-room facilities, break room, training room, and computer control room. Building 201 includes the foam tank room, maintenance area, quality-control laboratory, air compressor room for storage tank valves, restroom and a day tank room to supply fuel to the fire pumps in the foam room. The Operator is responsible for maintaining the equipment pertaining to operating the Fueling System within the buildings along with the heating and air conditioning units, other general building maintenance is the responsibility of others. There are three oil water separators (OWS) and waste oil tanks (WST) at the facility to be operated and maintained by the Operator.

Power is supplied at various locations at the Airport to support the Fueling System and it is the Operator's responsibility to contact and notify the Communication Center of impairments of such.

The Emergency Fuel Shut-off (EFSO) system associated with the Fueling System at various locations of the Airport must be maintained and tested periodically as noted in later Section 2.2. Also refer to Appendix C – Aviation Fuel Emergency Response Plan for more detail regarding operation of the EFSO system.



Figure 1.1 Fuel Facility Overview

1.2 Hydrant Distribution System

The hydrant distribution system per Figure 1.2 includes the transfer lines, isolation valve vaults, and hydrant pits. Four 20-inch, single wall steel, internally and externally coated Jet-A fuel lines feed the hydrant distribution system from the Fuel Storage Facility to the hydrant pits at each aircraft parking position. Low point drains and high point vent pits are installed for maintenance of the hydrant distribution system. There are three isolation valve vaults along the transfer lines and eleven isolation valve vaults along the east and west sides of the concourses. Each aircraft parking position has a prefabricated, fiberglass pit with an aircraft rated, cast aluminum hinged cover. Each pit contains the hydrant assembly consisting of a 6-inch manually operated butterfly valve, cone strainer, and hydrant valve. It is the responsibility of the Operator to maintain all pits and the distribution piping between valve vaults and pits and all internal hydrant assembly and valving equipment. Any equipment connecting to the hydrant assembly for fueling operations and purpose is the responsibility of others. Maintenance of the concrete around the pits are the responsibility of others. The leak detection system located at most hydrant pits at each aircraft parking position have not worked since originally installed and is no longer used, this system does not need to be maintained by the Operator and should be removed.

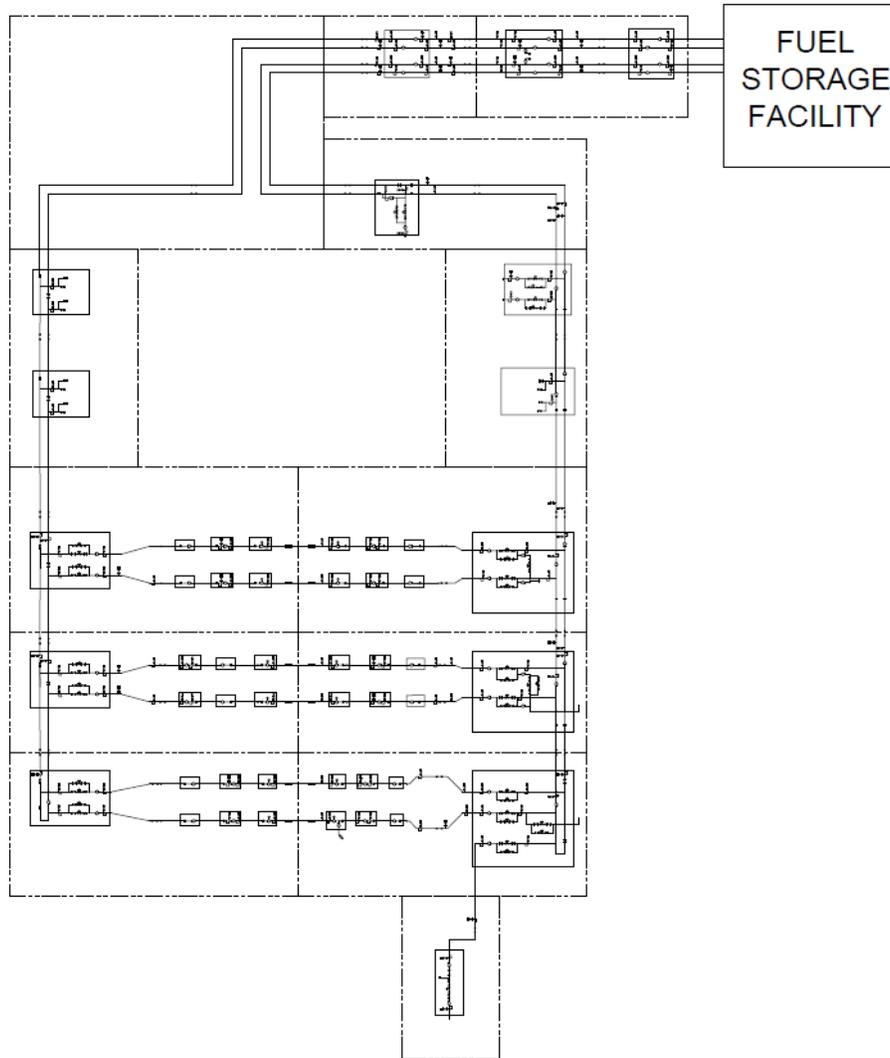


Figure 1.2 Hydrant Distribution System Flow Diagram (for complete detail, refer to Appendix A)

1.3 Remote Refueling

Per Figure 1.3, Concourse A and Concourse B have two-position bottom load refueling commuter islands as well as general service equipment (GSE) islands to refuel ground equipment. Concourse C has only a GSE island. Furthermore, the Fueling System extends to the Central Utility Plant at the Terminal as a back-up source for the boilers. It is the Operator's responsibility to operate and maintain the valves immediately upstream of the boilers. Per Figure 1.4, South Cargo has bottom loading capability with four refueler loading islands and an oil water separator. South Cargo is also equipped with two aviation gas islands and tank, two GSE islands, and a compressed natural gas (CNG) electrical and compressor pad. For all concourses and South Cargo, the Operator is only responsible for maintaining the equipment at bottom load refueling islands and pertaining equipment including the oil water separator (only at South Cargo) and is not responsible for operating and maintaining the aviation gas, GSE, and CNG equipment.

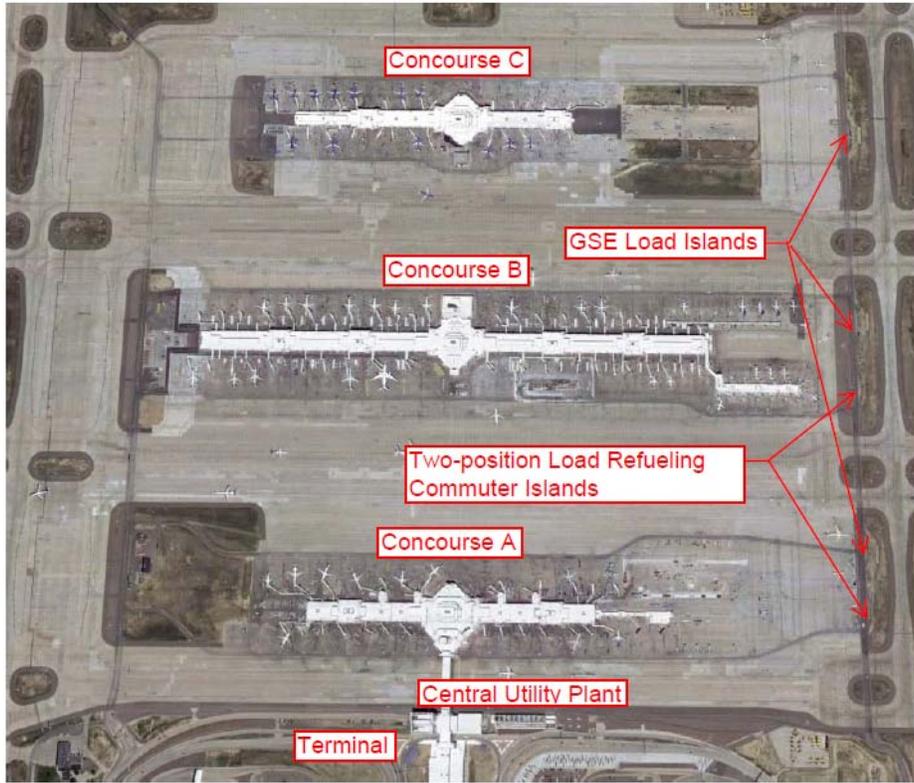


Figure 1.3 Concourse Overview

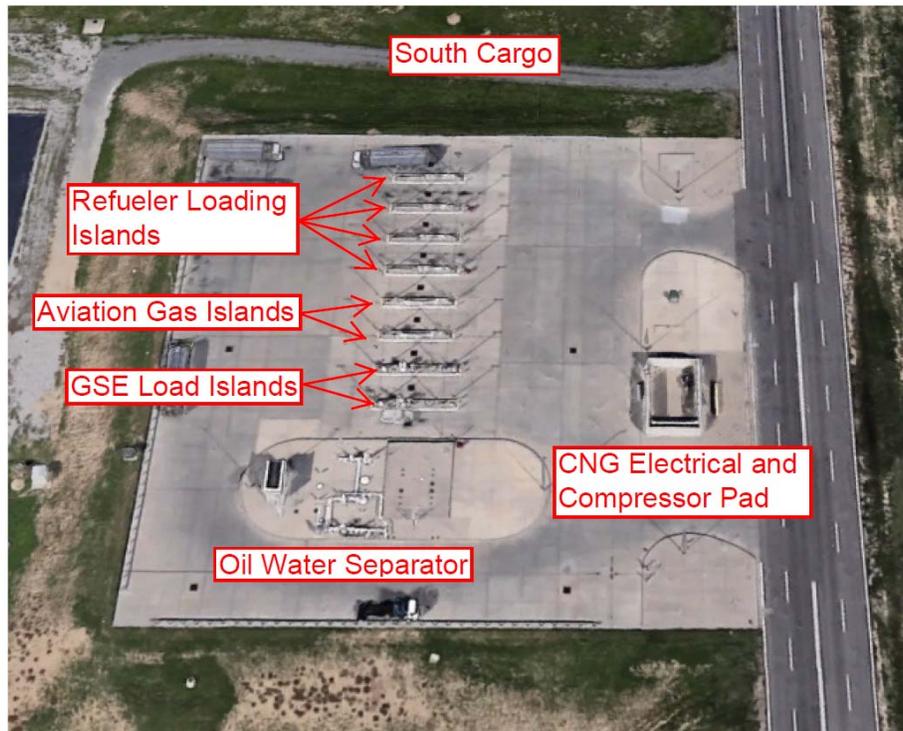


Figure 1.4 South Cargo Overview

2.0 MAINTENANCE

The Operator must maintain the fueling system to ensure reliable, safe, and efficient operating conditions and repairs. The maintenance must be performed in accordance with the Terms & Conditions of this agreement; the Operator's maintenance plan and routine maintenance schedule; manufacturer's recommendations; and all applicable local, state, federal, and commercial fueling industry standards, codes, and regulations; Appendix A – Aviation Fuel Standards Chapter; Appendix B – Aviation Fueling Specifications; and Appendix C – Aviation Fuel Emergency Response Plan. The applicable industry requirements include, but are not limited to:

- ATA-103
- NFPA 30
- NFPA 30A
- NFPA 70
- NFPA 70E
- NFPA 407

2.1 Preventative Maintenance

Preventative maintenance must include all of the routine work that is provided in the manufacturer's written recommendations. This includes daily, weekly, monthly, quarterly, and/or annual maintenance or repairs as is required to keep the Fueling System 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.

2.2 Routine Testing and Inspections

Routine testing and inspections must include all the additional inspections that must be performed to verify the proper operation of the Fueling System. Some of these inspections must be performed by third-party inspectors. These include, but are not limited to:

- API-653 Out of Service Tank Inspections (Varies);
- Cathodic Protection Testing (Bimonthly and Annually);
- Leak Detection Testing (Quarterly);
- Testing of Fire Protection System, which includes the Fire Foam System, in coordination with DFD (Quarterly);
- Testing of the EFSO System to verify and ensure the functionality of all EFSO buttons and related system components (Monthly);

- All daily, monthly, quarterly, semi-annually, and annual checks as outlined by ATA-103
- Other environmental testing such as oil water separator effluent as required.

Similar to the preventative maintenance, these required tests and inspections must be included in the Operator's maintenance plan and the routine maintenance schedule.

2.3 Emergency Maintenance

Occasional equipment failures may require emergency maintenance to return the Fueling System to full operation. When performing this work, the Operator must communicate with the Airport and DFD (via Communication Center) to determine if a permit document and/or review by qualified personnel is required for the emergency maintenance activity. If so, unless otherwise arranged with the DEN Fuel Committee or Airport and DFD, the Operator will engage with their Engineer and/or a qualified Contractor to review the repair and provide necessary documentation. Any modification must be made in accordance with the tenant construction guidelines. Refer to Appendix C – Aviation Fuel Emergency Response Plan for detailed requirements regarding emergency maintenance.

2.4 Operator's Maintenance Plan

Within 3 months from the time of award, the Operator must provide to the Airport, DFD and DEN Fuel Committee a comprehensive Maintenance Plan for the Fueling System. This must be the reference plan used to provide skilled maintenance personnel for maintaining the Airport's Fueling System. This plan must be inclusive for the entire Fueling System from receipt through the storage, pumping, and hydrant distribution system and refueler loading islands. Furthermore, all maintenance described in this agreement must be included in the plan. Overall, this plan must be a completely new plan specific to the facilities at the Airport and developed by the Operator based on its own facility review and observations. The plan is to be all-inclusive and detail all maintenance activities, including a preventive maintenance program for all systems related equipment listed in Section 2.5, system flushing activities, filtration change out procedures, blowing of high point vents and low point drains on hydrant system pipelines and daily maintenance of hydrant pits. The plan must also indicate the various training programs utilized to ensure that maintenance personnel have been trained to safely and efficiently maintain the following essential fueling system components: fueling pits, motor operated valves, double block and bleed valves, pumps, filtration systems, refueler loading island components, and all other ancillary fueling equipment. Valve replacement certifications required must also be highlighted.

Upon any changes in planned maintenance, and at a minimum of once a year, the Operator must review the Maintenance Plan and make necessary revisions. Annual revisions to the Maintenance Plan must be provided to the Airport, DFD and DEN Fuel Committee.

2.5 Computerized Maintenance Management System (CMMS)

The Operator must utilize a CMMS to track preventative and corrective maintenance, testing, and inspections. All work on the Fueling System and all system related equipment will be documented and must be included in the database. The system related equipment is to include, but not be limited to the hydrant system, pumps, refueler loading island pumps, motor operated valves, double block and bleed valves, high point vents, and low point drains, fueling pits, pressure recorders, and filtration systems. This data includes records of compliance activities for systems such as pressure testing, EFSO activation, leak detection, system component calibration etc. Data must be captured on the CMMS and be available as required to demonstrate compliance. Reports summarizing all activities must be provided monthly and/or as otherwise requested by the Airport or the DEN Fuel Committee and must be delivered electronically.

Additionally:

- All offerors must agree to utilizing owner's CMMS, also hereby known as 'Maximo' in the following manner:
 - All maintenance activity, including emergency, preventive, and corrective maintenance
 - All equipment assets that are maintained by the contractor must be documented, and that documented list of assets must be disclosed to the owner within 30 days of award
 - The contractor must provide copies of all equipment asset documentation to the owner, including Operations & Maintenance Plans, as-build drawings, and pertinent transmittals within 30 days of award
 - The contractor 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
- The contractor is responsible for obtaining and maintaining the proper licenses from the owner to access Maximo.

3.0 OPERATION

The Operator will provide all labor, materials, supplies, equipment and tools to maintain and operate the Fueling System and perform management and administrative services. The Fueling System must be operated continuously, 24 hours per day, 7 days per week. The Fueling System must be kept in compliance with all applicable governmental laws, rules, and regulations. The Operator must coordinate and conduct a monthly meeting with DFD to provide updates and needs for modifications to the Fueling System.

3.1 Operation of the Fueling System

The daily operation of the Fueling System in accordance with all federal, state, local, FAA, EPA, NFPA, and industry standards, ATA-103 and ASTM D1655 standards are essential to ensure continuous uninterrupted supply of jet fuel to meet all aircraft fueling demands.

Activities required to ensure this critical fuel supply requirement include the daily receipt of fuel into the facility and distribution to the hydrant system for aircraft fueling. Additional activities include the utilization of industry jet fuel testing procedures to ensure the quality of the jet fuel, daily sumping of water from tanks, daily and weekly inspection of pits and vaults, routine maintenance inspections of all fuel facility operating equipment, scheduling of both preventative maintenance and repairs as needed, inspection of the Fueling System for potential leaks, maintenance of security, recording and responses to high and low pressure events, and lastly, the critical administration of the fuel scheduling and accounting functions as described in further detail below.

3.2 Fuel Scheduling

Fuel scheduling is one of the most critical Operator functions to be administered on behalf of the Airport and DEN Fuel Committee. The fuel facility has one multi-product pipeline in conjunction with an off-airport terminal facility as its sole source of fuel supply. Due to the Airport's dependence on off-airport pipeline infrastructure system that originates from multiple sources, the Operator's ability to follow-up, monitor, and track fuel shipments is critical. Adjustments and/or revisions to the fuel schedule will routinely be required due to delayed shipments, fuel quality issues, and fuel uplift variations.

It is essential that the Operator project and develop a total physical fuel inventory for the fuel facility as well as develop individual position holder inventory projections based on negotiated fuel supply schedules for the month. Accompanying this, the Operator must enforce a "Zero Tolerance" policy

regarding non-allowance of negative individual position holder inventories. All details of the fuel scheduling must be detailed in the Operator's Operations Plan.

3.3 Accounting

Accounting functions represent a significant and important element of the Operator's job requirements and must be fully documented in the Operator's Operations Plan. This must include but is not limited to all inventory and financial accounting procedures, detailed gain and loss monitoring and control procedures, and creation of a detailed annual operating budget with expense variances utilizing the A4A Specification 124 budgeting format.

Daily inventory reports that reconcile fuel received, stored, delivered and dispensed along with loss and gains calculated are to be completed in a timely manner per contract requirements. These daily inventory reports will also subsequently be rolled into a monthly inventory report to be generated and distributed per contract requirements.

The annual budget will be prepared a minimum of two months in advance of the annual budget meeting set by the DEN Fuel Committee. It must include costing information for the previous year, actual vs budgeted cost variances, monthly cost allocation billings, reserve deposit billings, and tracking and corresponding collections. The budget book will also incorporate any planned maintenance and construction activities which are planned to be completed during the coming year.

3.4 Operator's Operations Plan

Within 6 months from the time of award, the Operator must provide to the Airport and DEN Fuel Committee a comprehensive Operations Plan for the Fueling System. This must be the reference plan used to provide skilled operations personnel for operating the Airport's Fueling System. This plan must be inclusive of the entire Fueling System from the receipt to storage, pumping, hydrant distribution system, and refueler loading islands. Furthermore, all operations described in this agreement must be included in the plan.

Upon any changes in planned operations, and at a minimum of once a year, the Operator must review the Operations Plan and make necessary revisions. Any modifications must be provided to the Airport and DEN Fuel Committee.

4.0 PERSONNEL AND HUMAN RESOURCES

The Operator will be responsible for recruiting and hiring experienced qualified staff for the management, operations, and maintenance of the fuel facility. Below is a list of personnel roles and responsibilities that need to be filled by the Operator. The Operator must develop a training plan in accordance with 14 CFR Part 139 including at a minimum:

1. At least one supervisor with the fueling agent must have completed an aviation fuel training course in fire safety which is acceptable to the FAA.
2. All other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel must receive at least on-the-job training in fire safety from the supervisor(s) trained in accordance with Item 1.
3. It is essential that this training plan developed in accordance with 14 CFR Part 139 be reviewed and approved by the DFD. Corresponding training records must also be provided to the DFD for review to ensure compliance.
4. All maintenance and operation personnel described below in Section 4.1 through Section 4.9 must be properly trained in the performance of all assigned duties with fully documented training records maintained for these positions.

At a minimum of once a year, the Operator must review the training plan with the Airport and make necessary revisions. Any modifications must be provided to the Airport and DEN Fuel Committee.

4.1 General Manager

The General Manager is an individual with multiple skillsets necessary to effectively manage the daily operations and maintenance activities along with the critical fuel scheduling and inventory financial accounting functions. The General Manager will need to direct operations, maintenance, and accounting managers and personnel in their daily duties, and direct work assignments to achieve performance, quality and efficiency in the completion of their assignments. This position represents the critical focal and communications point for coordinating fueling system impacts with the Airport, DFD, and the affected airlines and other participants. Identification and communication of these impacts well before their occurrence are vital components towards obtaining successful alternative fueling solutions to these issues.

The individual must be adept at both verbal and written communications, experienced at managing a diverse staff, and demonstrate resourcefulness in assisting the facility owner and airlines in the completion of special project requests.

4.2 Maintenance Manager

The Maintenance Manager is an individual with the skillset and experience necessary to oversee the daily, weekly, monthly, quarterly, and annual maintenance requirements. This individual must have a minimum of five (5) years' experience overseeing essential maintenance functions associated with the Fueling System. These requirements include but are not limited to: inspections and maintaining of fueling pits, distribution lines and vaults, motor operated and manual double block and bleed valves, pumps, tank sumps, tank alarm systems, fire protection equipment, pressure gauging equipment, fuel filtration equipment, EFSO systems, building maintenance including heating and air conditioning units, facility equipment and completion of repairs as identified from these inspections, development and maintaining of a preventive maintenance program, and the preparation of the essential documentation which supports the past, current and future maintenance requirements for the facility. It is essential for the maintenance manager to possess an overall knowledge of the fueling system to allow for the troubleshooting of system problems (such as system shutdowns) as they occur.

Maintenance Manager will need to schedule and properly allocate maintenance staff resources to accomplish all assigned maintenance tasks. These tasks are performed by staff with mechanical and electrical experience as described in Section 4.5.

4.3 Operations Manager

The Operations Manager is an individual responsible for the operational oversight of the fuel facility and operations staff. This individual must have a minimum of five (5) years' experience overseeing and ensuring the Operations Staff are adequately trained in the performance of all operation activities associated with the Fueling System. These activities include but are not limited to fuel quality testing and identification of potential fuel quality issues, daily alignment of tanks for the receipt and distribution of fuel, adherence to daily fuel deliveries schedules, and facility inspections to reduce the likelihood of high- and low-pressure events, leaks, and unauthorized access to the facility.

Operations Manager will be responsible for scheduling operations staff and allocating resources to ensure the accurate and timely completion of all assigned operator tasks.

The Operations Manager will work closely with the General Manager and Maintenance Manager to ensure that the Operations Plan is up-to-date and accurately portrays the current operations of the fuel facility. Overall, the Operations Manager will be responsible for ensuring that the facility is operated in strict compliance with all industry and regulated standards.

4.4 Accounting Staff

The Accounting Staff organization including an Accounting Manager must be sufficient to meet both the inventory and financial accounting requirements of the Operator.

It will be necessary for the Operator to hire and retain a qualified and experienced Accounting Manager to oversee the Accounting Staff assigned to complete the inventory and financial accounting requirements. The Accounting Manager will also be responsible for the development of a detailed set of accounting procedures for the Accounting Staff to follow and adhere to.

Inventory accounting requirements include but are not limited to the daily and monthly recording of all fueling transactions, development of individual position holder inventories, and reconciliation of these same individual book inventories to the total facility physical fuel inventory. Any out of tolerance losses or gains must be immediately researched and resolved. These requirements need to be accomplished in strict compliance with A4A Specification¹²³ industry standards and acceptable accounting principles.

Financial accounting requirements include the development of all-inclusive facility operating budget for the review and approval of the fuel facility owners and operating airlines, monthly reconciliation and allocation and billing of facility expenses to the designated parties, and monthly tracking and monitoring of expenses versus the authorized budget. These financial accounting requirements will also need to be performed in accordance with both industry and professional financial accounting standards.

4.5 Maintenance Staff

The Maintenance Staff organization must consist of maintenance technicians and mechanics whom will work under the supervision of the Maintenance Manager.

While the Maintenance Staff will need to be cross-trained and utilized in both the maintenance technician and mechanic classifications, these positions will have unique and specific responsibilities. The maintenance technician position will be responsible for the daily inspections of the fueling pits and vaults along with the overall maintenance of the hydrant distribution system to include the blowing of the high point vents and low point drains of the distribution lines along with the periodic flushing of the hydrant distribution system pipeline system, and leak detection and pressure testing requirements.

The Maintenance Staff will be responsible for the overall upkeep of the fuel facility's equipment, to include tanks, filtration, fueling pits and vaults, fueling pumps, fueling lines, valves, and all other ancillary equipment. The Maintenance Staff will also be responsible for conducting and tracking the facility's Preventive Maintenance program of the maintenance plan and ensuring that the facility is

maintained in accordance with all industry and regulatory standards. The Operator must hire and maintain personnel with experience in the following categories:

- Electrician: This person must have a minimum of five (5) years' experience with wiring, trouble shooting and terminating electrical and controls systems. This person must also have and maintain an electrician certification in the City of Denver.
- Lead Mechanic: This person must have a minimum of two (2) years' experience working on mechanical systems which includes but not limited to the repair and maintenance of tanks, filtration, fueling pits and vaults, pumps, valves and other ancillary equipment throughout the Fueling System. They must have experience with drain downs, flushing, fuel line fill, testing and the safety training to perform these activities.
- Staff Mechanic: This person should have some aptitude for mechanical work and will work under the direction of the Lead Mechanic and provide assistance on the maintenance activities for a minimum of three (3) months' probationary period.

4.6 Operations Staff

The Operations Staff organization must consist of operators to meet the daily operations requirements of the facility. The Operations staff must work under the Operations Manager on all functions of the Fueling System for a minimum of three (3) months' probationary period.

These operations requirements include but are not limited to the daily alignment of tanks for the receipt and distribution of jet fuel. The operators will need to possess the capability to determine individual tanks ullages (available receipt capacities) prior to the scheduling of fuel deliveries into the tanks as well as the means to determine internal tank transfers needed to satisfy daily fuel scheduling requirements.

Additional required skills include the knowledge and ability to conduct full fuel specification quality control tests in addition to the identification of off-specification testing parameters.

The Operations Staff will also need to maintain A4A Specification 123, the facility Operations Plan, and other posted regulations associated with the fuel facility. Operators will also be responsible for conducting facility inspections for unusual circumstances such as low- and high-pressure events, leaks and unauthorized personnel access and security. The Operations Staff will need to possess the ability to work closely with the facility's operations management supervisory team in the operation of all facility equipment.

The operators of the Fueling System are responsible for the day to day function of the Fueling System. The operator must have 3 months of experience working under an experienced operator on all the functions of the Fueling System.

4.7 Human Resources

Administration of human resources functions represent a critical component of the Operator's success. The Operator must maintain a staff of properly trained and experience personnel to ensure consistent, efficient, and satisfactory performance under this Agreement. This includes assigning an adequate number of personnel and sufficient back-up personnel in times of staff shortages due to extended illness, emergencies, and inclement weather.

4.8 Staffing Plan

Within 3 months from the time of award, the Operator must provide to the Airport and DEN Fuel Committee a comprehensive staffing plan for the Fueling System complete with team members roles and responsibilities and resumes detailing their qualifications for those roles. This plan must include an organization chart with all contact information that reflects the entire staffing associated with the Maintenance and Operation of the Fueling System. Upon the hiring of additional personnel, and at a minimum of once a year, the Operator must review the Staffing Plan and organization chart and make necessary revisions. Any modifications must be provided to the Airport and DEN Fuel Committee.

4.9 Construction Activity Assistance

At various times, modification to the fueling system will be undertaken that will require the Operator's team of Operations and Maintenance Staff to perform some or all of the following activities. This includes, but is not limited to:

- Isolation and shutdown of the system modification area;
- Preparation of the system for modifications, including the draining of fuel from the designated system's fueling lines;
- Preparation of impacted system for restoring the Fueling System back to service, such as:
 - 1) Flushing activities
 - 2) Fuel quality assurance testing
 - 3) Refilling of drained fuel lines
- Any new EFSO stations installed during the project will be fully tested by the Operators to ensure functionality prior to activation.

4.10 Emergency Call Back and Response

The Operator will establish and maintain an emergency call back system for employees and other service providers so as to facilitate emergency repairs and responses. After hours coverage must be provided at all times. A contact list must be maintained and provided to the Airport to ensure that the Operator can be reached due to any circumstance.

5.0 ENGINEERING SUPPORT SERVICES

Since the Operator is not expected to have the technical expertise in-house, an engineering firm (Engineer) approved by the DEN Fuel Committee may be engaged to assist with regular maintenance and modifications of the Fueling System. Modifications to the Fueling System that are not considered like-for-like or routine maintenance and requires the Operator to follow the Airport Design Standard Manuals and adhere to Appendix A – Aviation Fuel Standards Chapter and Appendix B – Aviation Fueling Specifications. The Engineer should be experienced in the design and construction of large airport hydrant Fueling Systems. The Engineer must be familiar with the Airport Fueling System and adhere to Appendix A and Appendix B. The submittal of construction documents must be sent to the Airport for review and permitting. When submitting and providing the final construction documents, the Engineer must carry a registered Colorado Professional Engineer's (PE) License and Seal for the appropriate discipline for the scope of design work. Regarding subcontractors:

- Although Operator may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor must be entered into without prior written consent of the Airport or their authorized representative. Requests for such approval must be made in writing and 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 Airport. 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 the contract.
- Because Operator's presented professional qualifications are a consideration to the City in entering into this Agreement, the Airport must have the right to reject any proposed outside subcontractor or subcontractors for this work deemed by the Airport, in their sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Airport must have the right to limit the number of outside subcontractors or to limit the percentage of work to

be performed by them, all in their sole and absolute discretion. The Airport must exercise reasonableness in making such decisions regarding subcontractors.

- Operator is subject to D.R.M.C. Section 20-112 wherein Operator is to pay its subcontractor in a timely fashion. A payment is timely if it is mailed to the subcontractors no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. Sections 20-107 through 20-118).

5.1 Imbedded Engineering Support

The Engineer must make visits to the fuel facility no less than quarterly to review the upcoming scheduled maintenance, results of any previous quarterly maintenance, and evaluate the system for efficiency upgrades. This visit should include a visit to the Airport's project management staff to identify any upcoming projects which may impact the Fueling System. Special inspections or onsite oversight may be requested at additional times as the Operator, Airport, or DEN Fuel Committee see fit.

5.2 Facility Improvement Plan

A facility improvement plan (FIP) of the entire Fueling System must be completed by the Engineer every 5 years. This FIP will be utilized to prioritize projects required to update and maintain the capabilities of the Fueling System. At the annual budget meeting held with the Airport and DEN Fuel Committee, the Engineer will provide details of projects occurring the previous year and that are recommended for the coming year.

5.3 Critical System Support

Because the Operator does not have the technical expertise in-house, regular reports are completed by various contractors for the Operator, and the Engineer will review the reports in a draft form and provide comments back to the Operator and contractors. This must include, but not be limited to:

- Cathodic Protection Reports;
- API 653 Tank Inspection Reports;
- Fire Protection Reports;
- Environmental Compliance Reports; and
- Leak Detection Reports.

The Engineer will also provide comments at all design stages for any Airport lead projects which affect the Fueling System. These projects will be identified through discussions with the airport during the quarterly site visits.

When it is determined by the Airport and DFD that a maintenance project or emergency repair requires a qualified person to assist with the work, then the Engineer must be engaged to assist with the work. This may include, but is not limited to, conference calls, providing design direction, and onsite supervision of the work.

6.0 SECURITY

The Operator must adhere to all Airport security plans and procedures, provide and maintain visit escort logs, and maintain the fuel facility fencing and security system.

6.1 Entry and Exit Gates

Entry and exit gates are primarily intended for Airport badged personnel only. Unbadged visitors must check in at the building before being allowed entry into the facility. Once the visitor has met all check-in requirements for access, then permission to enter the gate is allowed. All visitors must be signed in and out of a visitor escort log. This log will be subject to audit by the Airport.

6.2 Operations Building Security

Building Security must also be controlled, and access allowed only to authorized Airport badge holders with the approved access. Any visitors inside the building must be logged in an Airport visitor escort log. This log will be subject to audits by the Airport.

6.3 Fuel Facility Security

The fuel facility must be enclosed by a security fence meeting the same regulatory requirements as the Airport perimeter fence. The security fence must also have adequate lighting and be monitored by CCTV. Entry and exit gates must be activated via security access control network for the Airport credentialed personnel. The fence must be equipped with an intrusion system that will be monitored in the fuel facility Control room. Any intrusion alarm will be reported to the Communication Center. All employees that perform continuous work within the fuel facility must have Airport credentials.

7.0 SAFETY

The Operator must update, develop and maintain the following Fueling System safety documents and plans during the duration of the contract.

7.1 Contingency Plan

The Operator must develop and update the contingency plan for the Fueling System operation to include mapped locations of system modifications, system location, maintenance procedures, and access and control locations. The Operator will include DEN Planning for potential contingency events for the fuel storage tank system, fuel pipe system, boiler system and valves. The Operator will work with DFD and DPD to develop a Fire, Explosion, and Suppression Contingency Plan that details emergency response access points, physical system failure, physical threat protection and response. The Operator will work with DEN Environmental to detail contingency planning for tank and pipe water flooding, tank and pipe flotation, soil collapse and sluff, breakage by-pass procedures, utility installation. The Operator must elaborate and provide examples of contingency plans which he has developed and utilized at other fuel facility operations. The Operator's overall concept and approach on contingency planning is required.

7.2 Cyber Contingency Threats

The Operator will work with DEN IT to evaluate current potential cyber threat for fuel control systems (wireless, remote access computers, direct wire access, leak detection equipment, encryption, access control), (power loss valve movement), and ensure systems installed and repaired meet industry state of the art standards to prevent cyber intrusion of system and sensor controls.

7.3 Contingency Vehicle Protection

The Operator will review vehicle routing, and emergency response operation with DFD and Airport for Fuel Tank, Maintenance, Inspection vehicles. The Operator will include a vehicle operation safety plan to include: Daily Vehicle inspection schedule, placarding, training.

7.4 Spill Prevention, Control and Countermeasure Plan (SPCC) and Facility Response Plan (FRP)

The Operator will work with DEN Environmental to develop and update an SPCC Plan and a Facility Response Plan (FRP) as required by 40 CFR Part 112. At a minimum of once a year, the Operator must review the SPCC plan to make necessary revisions. Any modifications must be provided to the Airport and DEN Fuel Committee for approval.

7.5 Health and Safety Plans (HASP)

The Operator will assist in developing a facility-wide Health and Safety Plan for system operation of: Tanks, pipe, valves, pits, fuel load points, confined space, Hot Work boilers, control, remote access systems related to Fueling System. The HASP will include detailed requirements following the Airport Rolling Owner Controlled Insurance Program (ROCIP) or non-ROCIP projects and include, but not limited to: Confined space, Hot work, AST, UST, Air, storm water, outfall permits. The Operator will work with DFD to ensure full compliance with DEN Bonding and Grounding Program, hazardous material and battery storage, generator areas and restrictions, and compressed cylinder use and transport.

7.6 Site Specific Health and Safety Plan (SSSP)

Operator will develop and submit a SSSP for specific system installation, tank and piping removal, large system modifications, large sub-surface spill, and facility wide maintenance. Includes temporary fuel transport, disposal, fuel system maintenance, fuel loading, confined space, hot work permitting by DFD. Continuous monitoring air quality and LEL and evaluation of ignition potential of work products, tools, and adjacent mechanical and electrical systems. Fresh air sourced to maintenance point, fuel and or chemically impacted air evacuated to exterior.

7.7 Material Safety Data Sheets (MSDS)

Operator will ensure all appropriate MSDS are stored in permeant fuel storage areas, fuel transport vehicles, and as applicable -maintenance vehicles. MSDS required of operator to include as applicable: all fuels, fire suppression materials and gases, CNG, propane, fuel additives, cleaning agents, (valve packing), spill prevention products, maintenance equipment, welding and all other compressed cylinders, welding rod, flux, grease, paint, de-icing fluid and salt, batteries, aerosols, local tank, pipe repair and plug component, concrete, masonry, fuel storage roofing repair products, insulation and coatings. Note adjacent Hazardous material storage areas for fuel storage restrictions. Note Hazardous atmosphere potential, cure time and flammability hazards for paints and coatings.

7.8 Task Specific Health and Safety Plan (THASP)

Working with DEN Environmental, Operator will develop and submit a THASP based on waste profile if the following fuel system waste (recycled) fuels, are encountered: decommissioned fuel containment systems and piping, fuel and soil mix, sludge, fuel and deicing fluid mixture, batteries, maintenance by-products (stripped paint, empty aerosols, non-reusable cylinders, expended cathodic protection to ensure proper waste segregation, disposal, by properly trained personnel wearing required personal protective equipment (PPE).

APPENDIX A - AVIATION FUEL STANDARDS CHAPTER

APPENDIX B – AVIATION FUELING SPECIFICATIONS

APPENDIX C – AVIATION FUEL EMERGENCY RESPONSE PLAN

APPENDIX D – HYDRANT DISTRIBUTION AS-BUILT DRAWINGS

APPENDIX E - FUEL FACILITY AS-BUILT DRAWINGS



CREATE AMAZING.

Burns & McDonnell World Headquarters
9400 Ward Parkway
Kansas City, MO 64114
O 816-333-9400
F 816-333-3690
www.burnsmcd.com

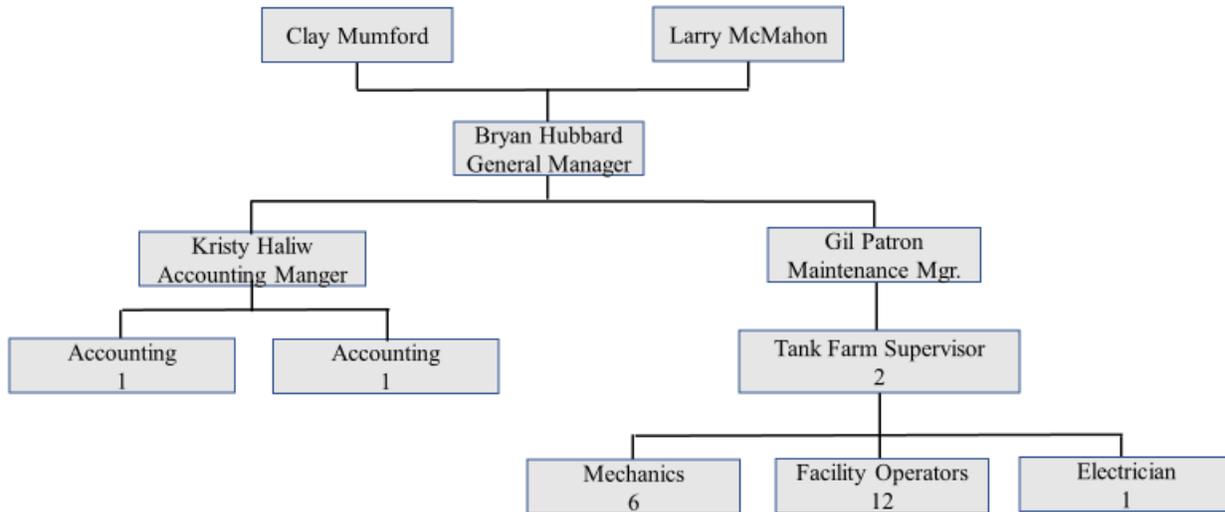
SECTION 5 KEY PERONNEL

FSM believes that local knowledge is one of the most important aspects, of a safe and reliable operation. To address this, we have identified key local individuals from the current operation that we plan to hire for the day to day operation. These individuals are as follows:

General Manager	Bryan Hubbard
Maintenance Manager	Gill Patron
Accounting Manger	Kristy Haliw

With these individuals our organizational structure for DEN will be below.

Proposed DEN Organizational Structure



FSM has the most experienced and diversified management team in the aviation fuel industry. Our team is made up of multiple sectors of aviation, comprising of airline, service provider and oil company veterans. The US team’s combined **100+ years of experience** in the aviation fuel industry (airline procurement, hands on operations, consortiums (both airline and operator), finance, engineering and airport project management), separates us further from our competition. Below are our key team members in the US as well as from our affiliate, where we can draw further support and experience. For DEN, FSM can retain additional outside support, to further strengthen our team.

Corporate Support Team

- Keith Ryan – President and CEO
- Colin Ryan – Vice President of Operations
- Larry McMahon – Director Fuel Consortiums
- Clay Mumford - Director, Fuel Operations (Over 10 Start-ups Domestic & International)

**EXPENSE EXPLANATIONS
FOR THE DEN FUEL FACILITY AND
HYDRANT SYSTEM RFP**

For budgeting FSM uses the standard A4A format for its operations. This ensures that we have a consistent budgeting system for all of our consortium locations. What sets us apart is that we establish sub-accounts inside the standard accounts. Sub-accounts allow FSM to better break down cost drivers for each category, improve transparency and better overall cost controls.

The costs noted below are estimates, based on similar size operations and our teams experience with DEN. It should also be noted that when possible FSM will use qualified MBE/WBE owned businesses.

By putting cost estimates in we feel it better demonstrates how our approach works. In addition we have put these numbers into a standard budget format, allowing you to see highlights of the entire product.

For payroll budgeting FSM utilizes zero based budgeting. It is essential to note that FSM understands that a prevailing living wage standard is in place at DEN. FSM plans on utilizing the preexisting wage standards for each position as a minimum.

Labor – Hourly – (\$804,480)

Cost are based on six (6) mechanics, twelve (12) operators and one (1) electrician.

- a. Annual hours were based on 2,080 per employee. See pages 13 & 14, for the actual hours per employee charged to the M&O of the tank farm
- b. Overtime is estimated at 10 hours per employee per month.
- c. Holiday pay is paid at double time for all hours worked on New Years Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

Fringe Benefits – Hourly – (\$178,874)

- a. FICA at 7.65% of total wages
- b. FUI at 0.8% of the first \$7,000 of wages.
- c. SUI at 1.7% of the first \$12,600 of wages.
- d. Workers compensation at 6.01% of ratable wages.
- e. Retirement - Company 401-K Plan.
- f. Medical and Life insurance after one month of employment.

Labor – Management – (\$489,600)

Cost are based on one (1) General Manager, one (1) Maintenance Manager, one (1) Accounting Manager, two (2) supervisors and two (2) accountants.

- a. Based on 2,080 hours per year as prorated to the M&O contract per page 12.
- b. Managers have the following holidays off with straight pay and does not receive premium pay for New Years Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.
- c. Supervisors and Accountants will receive
 - a. Overtime is estimated at 10 hours per employee per month.
 - b. Holiday pay is paid at double time for all hours worked on New Years Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day..

Fringe Benefits – Management – (\$108,861)

- a. FICA at 7.65% of total wages.
- b. FUI at 0.8% of the first \$7,000 of wages.
- c. SUI at 1.7% of the first \$12,600 of wages.
- d. Workers compensation at 6.01% of ratable wages.
- e. Retirement - Company 401-K Plan. Medical and life insurance.
- g. Medical and Life insurance after one month of employment.

Utilities – (\$315,000)

Includes the expense for electricity, natural gas, water and sewer used in the maintenance and operation of the fuel system. The Port Authority invoices the electricity and water. The budget is based on estimated current requirements.

Sub-Account	Budget
Electric	229,000
Natural Gas	50,000
Water	24,000
Sewer	12,000
<u>Utility Other</u>	<u>0</u>
Total	\$315,000

Telephone – (\$20,400)

Includes phone and fax charges associated with fuel scheduling, daily inventory reconciliation, financial reviews and operational issues. The budget is based on one office fax line, one GSE fuel master fax line, three cell phones and one data line for the PLC.

Sub-Account	Budget
Land Lines	12,000
GM Cell Phone	2,000
Ops Manager Cell Phone	1,400
Supervisors Cell Phones	2,800
Accounting Manager Cell Phone	<u>1,200</u>
<u>Telephone Other</u>	<u>1,000</u>
Total	\$ 19,400

Office Supplies – (\$36,000)

Includes cost for postage, express mail, stationary, accounting, copy machine supplies and inventory meter tickets used exclusively for the M&O. Budget is based on historical data and estimated usage.

Sub-Account	Budget
Load Rack Fuel Tickets	10,000
General Office Supplies	20,000
Forms	2,000
Postage	4,000
<u>Other Office Supplies</u>	<u>0</u>
Total	\$ 36,000

Fuel System Supplies – (\$18,000)

Includes cost for keys, signs, storage drums, spill and emergency response kits etc.

Sub-Account	Budget
Signage	2,500
Spill Kits	7,500
Absorbents	7,500
Spill Tools	500
<u>Other Supplies</u>	<u>0</u>
Total	\$ 18,000

Uniforms and Laundry – (\$24,000)

Includes the expense of cleaning mats and towels and providing uniforms and laundry to personnel directly involved in the operation of the fuel system. The budget is based on current requirements. Uniforms are replaced on an as needed basis from normal wear and tear.

Sub-Account	Budget
Clothing Purchased	10,000
Clothing Leased	5,000
Laundry Service	3,000
PPE	5,000
<u>Uniforms Other</u>	<u>1,000</u>
Total	\$ 24,000

Autogas – (\$19,200)

Includes the cost of gasoline and diesel for the fuel system vehicles and are based on the following requirements:

Autogas <u>Unleaded</u>	Annual <u>Gallons</u>	Cost per <u>Gallon</u>	<u>Amount</u>
Veh# Example 1 -20XX Ford F-150	750	3.00	2,250
Veh# Example 2 -20XX Ford Sump Truck	1,000	3.00	3,000
Veh# Example 3 – 20XX Ford F-150	750	3.00	2,250
Veh# Example 4 – 20XX Ford F-150	750	3.00	2,250
Veh# Example 5 – 20XX Ford F-150	750	3.00	2,250
 Diesel			
Veh # Example 6 – 20XX F-550 vac Truck	1,000	3.00	3,000
Generator	1,000	3.00	3,000
 Lubricants			
Motor Oil	60	20.00	1,200
Total			\$19,200

Repair and Maintenance - M&O – (\$264,000)

Includes the cost to support the fuel system maintenance program, e.g. filters, valves, hoses, seals, pit valve parts, pumps, etc. The budget is based on historical data, current requirements and the preventive maintenance program.

Sub-Account	Budget
Routine Maintenance	
Fuel Pit Nozzle/Coupler Repair	10,000
Load Rack	20,000
Hydrant System	60,000
Pumps	10,000
Fuel Facility	70,000
Fire Protection	15,000
Other	4,000
Tools	5,000
Support Equipment	5,000
I6 Maintenance	10,000
Wing Ware	10,000
GSE Fuel Master	5,000
R&M – Filters	<u>40,000</u>
Total	\$264,000

Property/Equipment Rental - (\$2,400)

Includes the following rental and lease costs:

Sub-Account	Budget
Equipment Rental	0
Leased Equipment	0
Office Equipment Copier Rental (\$200 per month)	2,400
Other Equipment	<u>0</u>
Total	\$2,400

Depreciation – (\$0)

Represents the annual depreciation on the following:

Sub-Account	Budget
Existing – Depreciation	0
Proposed – Depreciation	0
Other Depreciation	<u>0</u>
Total	\$ 0

Pre-approved Travel – (\$2,400)

Represents the estimated cost of travel and lodging for local management to attend training if required. Also included is the cost to rent a conference room for the DEN consortium meeting and any technical committee meetings.

Sub-Account	Budget
Airfare	0
Entertainment	0
Lodging (includes meeting rooms)	2,400
Meals	0
Per Diem	0

Classes	0
Other	<u>0</u>
Total	\$2,400

Outside Services – (\$324,000)

Costs of services contracted by DEN Fuel Company and FSM outside of the normal M&O responsibility including specialized maintenance work, engineering, and third party support (i.e. EFSO repairs). The budget is based on the following:

	Budget
Annual Pest and Weed Control Services	5,000
Airport Inspections	10,000
Misc. Ad Hoc (Project Oversight), FTZ Admin	5,000
Training/ Drug Screening	5,000
Engineering Services (Including EFSO)	234,000
Third Party Maintenance	
Fire Inspection	10,000
Facility Repairs	20,000
Hydrant Repairs	10,000
Leak Detection	15,000
Calibration Services	<u>10,000</u>
Total	\$324,000

Electric Service – (\$12,000)

Represents the cost of electrical supplies used to maintain and repair the fuel system.

Computer Supplies – (\$3,600)

Includes costs for computer paper, printer ribbons, invoice forms, cartridges, etc. The budget is based on historical data and current usage.

Sub-Account	Budget
Computer Hardware	1,000
Computer Software	500
Printers	1,300
Printer Supplies	500
Other	<u>300</u>
Total	\$3,600

Inspection, Testing and Fuel Analysis (QA) – (\$12,000)

Includes costs for equipment and materials related to quality assurance testing. Items include supplies, Millipore pads and membranes, micro-separometer tests. The budget is based on historical data and current requirements.

Sub-Account	Budget
Testing Supplies	4,000
Testing 3 rd Party	5,000
Lab Supplies	3,000
Other	<u>0</u>
Total	\$ 12,000

ISO 9001 Quality Program – (\$7,200)

Represents the costs to maintain the facility's ISO 9001 certification status.

Waste and Trash Removal – (\$240,000)

Represents the costs for removal of hazardous waste and waste water. Also includes general janitorial supplies directly associated with the tank farm. Cost could be reduced thru access to the waste water treatment plant.

Sub-Account	Budget
Janitorial Costs	40,000
Janitorial/Cleaning Supplies	10,000
Waste Removal	15,000
Waste Water Removal	100,000
Filter Removal	75,000
Other	<u>0</u>
Total	\$240,000

Tank Inspections & Cleaning – (\$32,400)

Represent the costs of inspections and cleaning of the above and below ground tanks. The budget also includes inspection and cleaning of the Oil Water Separator tanks.

Sub-Account	Budget
API Inspections	0
Tank Cleaning	24,000
OWS Cleaning	<u>8,400</u>
Total	\$32,400

Cathodic Protection – (\$10,800)

Represents the cost of the annual cathodic protection survey and repairs of the system.

Sub-Account	Budget
Survey	7,000
R&M	<u>3,800</u>
Total	\$10,800

Property Taxes – (\$1,200)

Represents costs associated to any local taxes.

Sub-Account	Budget
Property Tax	<u>1,200</u>
Total	\$ 1,200

Motor Vehicle Licenses – (\$1,200)

Represents the costs associated with vehicle registrations.

Miscellaneous Taxes (\$0)

There is no budget for 2019.

Sub-Account	Budget
Federal Income	0
State & Local Taxes	0
Vehicle Taxes	0
Other Tax	<u>0</u>
Total	\$ 0

Permits & Fees – (\$7,200)

Represents the costs of various permits, annual business filing fees, bank fees etc.

Sub-Account	Budget
Above Ground Tank Permit	700
Customs Bond Fee	0
Stormwater Permit	500
Waste Water Permit	2,000
Emissions Fee	500
Fire Permit	3,000
Environmental Fee	0
Airport Fee	0
Oil/Water Permit	0
Other	<u>500</u>
Total	\$ 7,200

Insurance – (\$324,000)

Represents the cost of insurance required under the agreement and the maintenance/operating of the facility. FSM plan on utilizing insurance thru the A4A, where applicable.

Sub-Account	Budget
Property	200,000
Motor Vehicle	4,000
Pollution	50,000
Aviation Liability	<u>70,000</u>
Total	\$324,000

Environmental Costs – (\$12,000)

Represents the expenses required for the environmental compliance and/or costs associated with spill clean- up. The budget also includes hazwopper and environmental UST training costs. Main cost is for the Environmental.

Sub-Account	Budget
Environmental Audit	2,000
Environmental Training	1,500
FRP Plan Update	3,000
Hazardous Material Registration	1,500
Hazwopper Training	1,000
SPCC Plan Updates	3,000
Other	<u>0</u>
Total	\$ 12,000

Customs Broker Charge - FTZ Fees – (\$0)

Represents the annual fee to Charter Brokerage Corporation for handling bonded fuel. The fees are allocated to the FTZ users only. It is allocated in the permit and fee line item.

Legal Fees – (\$60,000)

Represents estimated legal expenses from an outside law firm retained by the DEN Fuel Company LLC., Sherman and Howard for general legal matters (\$40,000) and Landreth Firm for environmental legal matters (\$20,000)

Audit Fees - (\$4,800)

Included is the compliance audit by A4A (Airlines for America).

Sub-Account	Budget
A4A Audit	4,800
Other Fees	<u>0</u>
Total	\$ 4,800

Management Fee (\$72,000)

Represents the fixed fee paid to FSM Group, LLC as provided in the Fuel System Maintenance, Operation and Management Services Agreement.

Special Project Costs

Represents the cost for special projects and equipment purchased which are approved separately from the operating budget.

Fuel System Requirement – City of Denver

Represents the expenses paid to the City of Denver as per the lease agreement. Includes project debt service, land acquisition debt service, bond fees etc.

System Credits:

Non-Member Throughput Fees – Represents the system use charge to non-contracting users and itinerant airlines.

Non-Contracting Gasoline System Use Charge – Represents the charge to non-contracting users of the gasoline facility.

Non-Contracting Diesel System Use Charge – Represents the charge to non-contracting users of the diesel facility.

Avgas System – Represents the charges for the usage of AVGAS.

Sump Fuel Sales – Credit for the sale and removal of off specification jet fuel.

Fuel Tax Credit – Represents the credit for the gasoline used solely on the airport by the fuel system vehicles.

Idle Inventory Storage Fee – Fee for non-contracting users product that has been in storage over 30 days.

5 Year – DEN Budget Example

DENVER INTERNATIONAL AIRPORT - M&O AIRCRAFT FUEL SYSTEM MAINTENANCE AND OPERATION 2020 - 2024 BUDGET

	2020	2,021	2,022	2,023	2,024
Salaries & Wages					
Labor - Hourly	897,666	924,596	952,333	980,903	1,010,331
Fringe - Hourly	210,302	216,611	223,110	229,803	236,697
Labor - Admin	530,400	569,986	587,085	604,698	622,839
Fringe - Admin	110,982	120,230	123,837	127,552	131,379
Sub-total Payroll Costs	1,749,350	1,831,423	1,886,365	1,942,956	2,001,245
Direct Expenses					
Utilities	315,000	321,300	327,726	334,281	340,966
Telephone	20,400	20,808	21,224	21,649	22,082
Office Supplies	36,000	36,720	37,454	38,203	38,968
Fuel System Supplies	18,000	18,360	18,727	19,102	19,484
Uniforms/Employee Welfare	24,000	24,480	24,970	25,469	25,978
Internal Fuel - Gasoline	12,000	12,360	12,731	13,113	13,506
Internal Fuel - Diesel	7,200	7,416	7,638	7,868	8,104
Repairs & Maint - Fuel Facility	264,000	271,920	280,078	288,480	297,134
Property/Equipment Rental	2,400	2,472	2,546	2,623	2,701
Depreciation	0	0	0	0	0
Pre-Approved Travel	2,400	2,472	2,546	2,623	2,701
Outside Services	324,000	333,720	343,732	354,044	364,665
Electric Services	12,000	12,240	12,485	12,734	12,989
Computer Supplies	3,600	3,672	3,745	3,820	3,897
Inspection, Tests, and Fuel Analysis	12,000	12,360	12,731	13,113	13,506
ISO QC	7,200	7,416	7,638	7,868	8,104
Waste and Trash Removal	240,000	244,800	249,696	254,690	259,784
Tank Cleaning	32,400	33,372	34,373	35,404	36,466
Cathodic Protection	10,800	11,124	11,458	11,801	12,155
Sub-total Direct Expenses	1,343,400	1,377,012	1,411,499	1,446,883	1,483,190
Indirect Expenses					
Property Taxes	1,200	1,236	1,273	1,311	1,351
Motor Vehicle Licenses	1,200	1,236	1,273	1,311	1,351
Miscellaneous Taxes	0	0	0	0	0
Permits & Fees	7,200	7,416	7,638	7,868	8,104
Insurance	336,000	346,080	356,462	367,156	378,171
Environmental Costs	12,000	12,360	12,731	13,113	13,506
Customs Broker Charge	0	0	0	0	0
Audit Fees	4,800	4,944	5,092	5,245	5,402
Legal Fees	60,000	61,800	63,654	65,564	67,531
Sub-total Indirect Expenses	422,400	435,072	448,124	461,568	475,415
Special Project Costs					
Project 1	120,000	126,000	132,300	138,915	145,861
Sub-total Special Projects	120,000	126,000	132,300	138,915	145,861
Total Operating Costs	\$ 3,635,150	\$ 3,769,507	\$ 3,878,288	\$ 3,990,322	\$ 4,105,711
Management Fee	72,000	72,000	78,000	78,000	84,000
Debt Service/Facility Depreciation	12,000,000	12,000,000	12,000,000	12,000,000	12,000,000
Total Costs - Before Credits	\$ 15,707,150	\$ 15,841,507	\$ 15,956,288	\$ 16,068,322	\$ 16,189,711
Mon-Member Throughput Fees	(3,471,600)	(3,575,748)	(3,683,020)	(3,793,511)	(3,907,316)
GSE Fuel Credits - Mogas	(60,000)	(61,800)	(63,654)	(65,564)	(67,531)
GSE Fuel Credits - Diesel	(96,000)	(98,880)	(101,846)	(104,902)	(108,049)
Avgas System	(6,000)	(6,180)	(6,365)	(6,556)	(6,753)
Sump Fuel Sales	(18,000)	(18,540)	(19,096)	(19,669)	(20,259)
Gas Tax Credit	(600)	(618)	(637)	(656)	(675)
Total Credits	\$ (3,652,200)	\$ (3,575,748)	\$ (3,683,020)	\$ (3,793,511)	\$ (3,907,316)
Total Costs - After Credits	\$ 12,054,950	\$ 12,265,759	\$ 12,273,267	\$ 12,274,811	\$ 12,282,394

Year One Budget By Month Example

DENVER INTERNATIONAL AIRPORT - M&O
AIRCRAFT FUELSYSTEM MAINTENANCE AND OPERATION
2020 BUDGET BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Salaries & Wages													
Labor - Hourly	69,051	69,051	69,051	69,051	69,051	103,577	69,051	69,051	69,051	69,051	69,051	103,577	\$ 897,666
Labor - Hourly	17,423	17,423	17,423	17,423	17,423	21,892	16,140	16,140	16,140	16,140	16,140	21,881	\$ 210,302
Labor - Admin	40,800	40,800	40,800	40,800	40,800	61,200	40,800	40,800	40,800	40,800	40,800	61,200	\$ 530,400
Fringe - Admin	9,202	9,202	9,202	9,202	9,202	10,901	8,729	8,729	8,729	8,729	8,729	10,901	\$ 110,982
Sub-total Payroll Costs	136,476	136,476	136,476	136,476	136,476	197,570	134,720	134,720	134,720	134,720	134,720	197,559	\$ 1,749,350
Direct Expenses													
Utilities	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	\$ 315,000
Telephone	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	\$ 20,400
Office Supplies	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	\$ 36,000
Fuel System Supplies	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	\$ 18,000
Uniforms/Employee Welfare	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	\$ 24,000
Internal Fuel - Gasoline	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$ 12,000
Internal Fuel - Diesel	600	600	600	600	600	600	600	600	600	600	600	600	\$ 7,200
Repairs & Maint - Fuel Facility	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	\$ 264,000
Property/Equipment Rental	200	200	200	200	200	200	200	200	200	200	200	200	\$ 2,400
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Pre-Approved Travel	200	200	200	200	200	200	200	200	200	200	200	200	\$ 2,400
Outside Services	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	\$ 324,000
Electric Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$ 12,000
Computer Supplies	300	300	300	300	300	300	300	300	300	300	300	300	\$ 3,600
Inspection, Tests, and Fuel Analysis	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$ 12,000
ISO O/C	600	600	600	600	600	600	600	600	600	600	600	600	\$ 7,200
Waste and Trash Removal	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	\$ 240,000
Tank Cleaning	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	\$ 32,400
Catholic Protection	900	900	900	900	900	900	900	900	900	900	900	900	\$ 10,800
Sub-total Direct Expenses	111,950	\$ 1,343,400											
Indirect Expenses													
Property Taxes	100	100	100	100	100	100	100	100	100	100	100	100	\$ 1,200
Motor Vehicle Licenses	100	100	100	100	100	100	100	100	100	100	100	100	\$ 1,200
Miscellaneous Taxes	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Permits & Fees	600	600	600	600	600	600	600	600	600	600	600	600	\$ 7,200
Insurance	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	\$ 336,000
Environmental Costs	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$ 12,000
Customs Broker Charge	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Audit Fees	400	400	400	400	400	400	400	400	400	400	400	400	\$ 4,800
Legal Fees	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	\$ 60,000
Sub-total Indirect Expenses	35,200	\$ 422,400											
Special Project Costs													
Project 1	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	\$ 120,000
Sub-total Special Projects	10,000	\$ 120,000											
Total Operating Costs	\$ 289,626	\$ 293,626	\$ 293,626	\$ 293,626	\$ 291,870	\$ 354,720	\$ 291,870	\$ 354,709	\$ 3,635,150				
Management Fee	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	\$ 72,000
Debt Service/Facility Depreciation	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	\$ 12,000,000
Total Costs - Before Credits	\$ 1,299,626	\$ 1,299,626	\$ 1,299,626	\$ 1,299,626	\$ 1,297,870	\$ 1,360,720	\$ 1,297,870	\$ 1,360,709	\$ 15,707,150				
Non-Member Throughput Fees	(289,300)	(289,300)	(289,300)	(289,300)	(289,300)	(289,300)	(289,300)	(289,300)	(289,300)	(289,300)	(289,300)	(289,300)	\$ (3,471,600)
GSE Fuel Credits - Magas	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	\$ (60,000)
GSE Fuel Credits - Diesel	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	\$ (96,000)
Agas System	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	\$ (6,000)
Sump Fuel Sales	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	\$ (18,000)
Gas Tax Credit	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	\$ (600)
Total Credits	\$ (304,350)	\$ (3,662,200)											
Total Costs - After Credits	\$ 995,276	\$ 995,276	\$ 995,276	\$ 995,276	\$ 993,520	\$ 1,056,370	\$ 993,520	\$ 1,056,359	\$ 12,064,950				



Year One – Management Payroll Detail Example

DENVER INTERNATIONAL AIRPORT - M&O
 Payroll - Administration
 2020 Proposed Budget

Employee hours and rate information

Employee name	Classification	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1 General Manager	hours rate	160 \$50.00	160 \$50.00	160 \$50.00	160 \$50.00	160 \$50.00	240 \$50.00	160 \$50.00	160 \$50.00	160 \$50.00	160 \$50.00	160 \$50.00	240 \$50.00	2,080
2 Maintenance Manager	hours rate	160 \$42.00	160 \$42.00	160 \$42.00	160 \$42.00	160 \$42.00	240 \$42.00	160 \$42.00	160 \$42.00	160 \$42.00	160 \$42.00	160 \$42.00	240 \$42.00	2,080
3 Accounting Manager	hours rate	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	240 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	240 \$35.00	2,080
4 Supervisor	hours rate	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	240 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	240 \$35.00	2,080
5 Supervisor	hours rate	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	240 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	160 \$35.00	240 \$35.00	2,080
6 Accounting Clerk	hours rate	160 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	240 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	240 \$29.00	2,080
7 Accounting Clerk	hours rate	160 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	240 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	160 \$29.00	240 \$29.00	2,080
Total projected headcount	7	Total authorized											7	14,560

Payroll computation

Employee name	Classification	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1 General Manager		8,000	8,000	8,000	8,000	8,000	12,000	8,000	8,000	8,000	8,000	8,000	12,000	104,000
2 Maintenance Manager		6,720	6,720	6,720	6,720	6,720	10,080	6,720	6,720	6,720	6,720	6,720	10,080	87,360
3 Accounting Manager		5,600	5,600	5,600	5,600	5,600	8,400	5,600	5,600	5,600	5,600	5,600	8,400	72,800
4 Supervisor		5,600	5,600	5,600	5,600	5,600	8,400	5,600	5,600	5,600	5,600	5,600	8,400	72,800
5 Supervisor		5,600	5,600	5,600	5,600	5,600	8,400	5,600	5,600	5,600	5,600	5,600	8,400	72,800
6 Accounting Clerk		4,640	4,640	4,640	4,640	4,640	6,960	4,640	4,640	4,640	4,640	4,640	6,960	60,320
7 Accounting Clerk		4,640	4,640	4,640	4,640	4,640	6,960	4,640	4,640	4,640	4,640	4,640	6,960	60,320
Bonus		-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal - regular payroll		40,800	40,800	40,800	40,800	40,800	61,200	40,800	40,800	40,800	40,800	40,800	61,200	530,400
Average overtime percent		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Subtotal - overtime payroll		0	0	0	0	0	0	0	0	0	0	0	0	0
Total payroll		40,800	40,800	40,800	40,800	40,800	61,200	40,800	40,800	40,800	40,800	40,800	61,200	530,400

Fringes computation

	Max. taxable wages	Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
FICA - social security portion	\$128,400	6.20%	2,530	2,530	2,530	2,530	2,530	3,794	2,530	2,530	2,530	2,530	2,530	3,794	32,885
FICA - medicare portion		1.45%	592	592	592	592	592	887	592	592	592	592	592	887	7,691
FUI - 7 @ \$7,000 = \$49,000 \$49,000 x .8% = \$392.00 for the year	\$7,000	0.80%	98	98	98	98	0	0	0	0	0	0	0	0	392
SUI - 7 @ \$12,600 = \$88,200 \$88,200 x 1.7% = \$1,499 for the year	\$12,600	1.70%	375	375	375	375	0	0	0	0	0	0	0	0	1,499
Workers comp															
Total straight time plus overtime			40,800	40,800	40,800	40,800	40,800	61,200	40,800	40,800	40,800	40,800	40,800	61,200	
Less overtime			0	0	0	0	0	0	0	0	0	0	0	0	0
Plus hourly incentive program			0	0	0	0	0	0	0	0	0	0	0	0	0
Plus 1.0000 of overtime			0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-total			40,800	40,800	40,800	40,800	40,800	61,200	40,800	40,800	40,800	40,800	40,800	61,200	
6.01% of sub-total			2,452	2,452	2,452	2,452	2,452	3,678	2,452	2,452	2,452	2,452	2,452	3,672	
100% of 6.01% sub-total to be included in budget			2,452	2,452	2,452	2,452	2,452	2,452	2,452	2,452	2,452	2,452	2,452	2,452	29,425
															6%

Group Insurance	# of pay periods per month	Amount per pay period	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
General Manager	2	386	386	386	386	386	386	386	386	386	386	386	386	386	4,636
Maintenance Manager	2	386	386	386	386	386	386	386	386	386	386	386	386	386	4,636
Accounting Manager	2	386	386	386	386	386	386	386	386	386	386	386	386	386	4,636
Supervisor	2	386	386	386	386	386	386	386	386	386	386	386	386	386	4,636
Supervisor	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounting Clerk	2	386	386	386	386	386	386	386	386	386	386	386	386	386	4,636
Accounting Clerk	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			1,932	1,932	1,932	1,932	1,932	1,932	1,932	1,932	1,932	1,932	1,932	1,932	23,179
															4%
401K															
General Manager	3%	240	240	240	240	240	360	240	240	240	240	240	360	3,120	
Maintenance Manager	3%	202	202	202	202	202	302	202	202	202	202	202	302	2,621	
Accounting Manager	3%	168	168	168	168	168	252	168	168	168	168	168	252	2,184	
Supervisor	3%	168	168	168	168	168	252	168	168	168	168	168	252	2,184	
Supervisor	3%	168	168	168	168	168	252	168	168	168	168	168	252	2,184	
Accounting Clerk	3%	139	139	139	139	139	209	139	139	139	139	139	209	1,810	
Accounting Clerk	3%	139	139	139	139	139	209	139	139	139	139	139	209	1,810	
			1,224	1,224	1,224	1,224	1,836	1,224	1,224	1,224	1,224	1,224	1,836	15,912	
Total Fringe Benefits			9,202	9,202	9,202	9,202	8,729	10,901	8,729	8,729	8,729	8,729	8,729	10,901	110,982

Year One – Mechanic Payroll Detail Example

DENVER INTERNATIONAL AIRPORT - M&O
Payroll - Mechanics
2020 Proposed Budget

Employee hours and rate information

Employee name	Classification	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1 Mechanic #1	Mechanic	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	2080.0
2 Mechanic #2	Mechanic	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	2080.0
3 Mechanic #3	Mechanic	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	2080.0
4 Mechanic #4	Mechanic	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	2080.0
5 Mechanic #5	Mechanic	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	2080.0
6 Mechanic #6	Mechanic	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	160.0 \$25.00	240.0 \$25.00	2080.0
7 Electrician #1	Mechanic	160.0 \$35.00	160.0 \$35.00	160.0 \$35.00	160.0 \$35.00	160.0 \$35.00	240.0 \$35.00	160.0 \$35.00	160.0 \$35.00	160.0 \$35.00	160.0 \$35.00	160.0 \$35.00	240.0 \$35.00	2080.0
Total projected headcount	7	Total authorized												7

Payroll computation

Employee name	Classification	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1 Mechanic #1	Mechanic	4,000	4,000	4,000	4,000	4,000	6,000	4,000	4,000	4,000	4,000	4,000	6,000	52,000
2 Mechanic #2	Mechanic	4,000	4,000	4,000	4,000	4,000	6,000	4,000	4,000	4,000	4,000	4,000	6,000	52,000
3 Mechanic #3	Mechanic	4,000	4,000	4,000	4,000	4,000	6,000	4,000	4,000	4,000	4,000	4,000	6,000	52,000
4 Mechanic #4	Mechanic	4,000	4,000	4,000	4,000	4,000	6,000	4,000	4,000	4,000	4,000	4,000	6,000	52,000
5 Mechanic #5	Mechanic	4,000	4,000	4,000	4,000	4,000	6,000	4,000	4,000	4,000	4,000	4,000	6,000	52,000
6 Mechanic #6	Mechanic	4,000	4,000	4,000	4,000	4,000	6,000	4,000	4,000	4,000	4,000	4,000	6,000	52,000
7 Electrician #1	Mechanic	5,600	5,600	5,600	5,600	5,600	8,400	5,600	5,600	5,600	5,600	5,600	8,400	72,800
Lead Pay		0	0	0	0	0	0	0	0	0	0	0	0	0
Bonus		-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal - regular payroll		29,600	29,600	29,600	29,600	29,600	44,400	29,600	29,600	29,600	29,600	29,600	44,400	384,800
Average overtime percent		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Subtotal - overtime pay		888	888	888	888	888	1,332	888	888	888	888	888	1,332	11,544
Total payroll		30,488	30,488	30,488	30,488	30,488	45,732	30,488	30,488	30,488	30,488	30,488	45,732	396,344

Fringes computation

	Max. taxable wages	Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
FICA - social security portion	\$128,400	6.20%	1,890	1,890	1,890	1,890	1,890	2,835	1,890	1,890	1,890	1,890	1,890	2,835	24,573
FICA - medicare portion		1.45%	442	442	442	442	442	663	442	442	442	442	442	663	5,747
FUI - 7 @ \$7,000 = \$49,000 \$49,000 x .8% = \$392.00 for the year	\$7,000	0.80%	98	98	98	98	0	0	0	0	0	0	0	0	392
SUI - 7 @ \$12,600 = \$88,200 \$88,200 x 1.7% = \$1,499 for the year	\$12,600	2.70%	375	375	375	375	0	0	0	0	0	0	0	0	1,499
WORKER'S COMP. ADM.															
Total straight time plus overtime			30,488	30,488	30,488	30,488	30,488	45,732	30,488	30,488	30,488	30,488	30,488	45,732	
Less overtime			(888)	(888)	(888)	(888)	(888)	(1,332)	(888)	(888)	(888)	(888)	(888)	(1,332)	
Plus hourly incentive program			0	0	0	0	0	0	0	0	0	0	0	0	
Plus 1.0 of overtime			888	888	888	888	888	1,332	888	888	888	888	888	1,332	
Sub-total			30,488	30,488	30,488	30,488	30,488	45,732	30,488	30,488	30,488	30,488	30,488	45,732	
6.01% of sub-total			1,832	1,832	1,832	1,832	1,832	2,748	1,832	1,832	1,832	1,832	1,832	2,744	
100% of 6.01% sub-total to be included in budget			1,832	1,832	1,832	1,832	1,832	2,748	1,832	1,832	1,832	1,832	1,832	2,744	23,816
															6%
Group Insurance	# of pays per month		2	2	2	2	2	3	2	2	2	2	2	3	
Mechanic #1	Amount per pay period		386	386	386	386	386	386	386	386	386	386	386	386	4,636
Mechanic #2			386	386	386	386	386	386	386	386	386	386	386	386	4,636
Mechanic #3			386	386	386	386	386	386	386	386	386	386	386	386	4,636
Mechanic #4			386	386	386	386	386	386	386	386	386	386	386	386	4,636
Mechanic #5			0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanic #6			0	0	0	0	0	0	0	0	0	0	0	0	0
Electrician #1			0	0	0	0	0	0	0	0	0	0	0	0	0
			1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	18,543
															5%
Hourly incentive program															
Mechanic #1			0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanic #2			0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanic #3			0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanic #4			0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanic #5			0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanic #6			0	0	0	0	0	0	0	0	0	0	0	0	0
Electrician #1			0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0
401K															
Mechanic #1	3% Amount per pay period	0.03	124	124	124	124	124	185	124	124	124	124	124	185	1,607
Mechanic #2			124	124	124	124	124	185	124	124	124	124	124	185	1,607
Mechanic #3			124	124	124	124	124	185	124	124	124	124	124	185	1,607
Mechanic #4			124	124	124	124	124	185	124	124	124	124	124	185	1,607
Mechanic #5			124	124	124	124	124	185	124	124	124	124	124	185	1,607
Mechanic #6			124	124	124	124	124	185	124	124	124	124	124	185	1,607
Electrician #1			173	173	173	173	173	260	173	173	173	173	173	260	2,250
			915	915	915	915	915	1,372	915	915	915	915	915	1,372	11,890
Total Fringe Benefits			7,097	7,097	7,097	7,097	6,625	9,164	6,625	6,625	6,625	6,625	6,625	9,160	86,460

Year One – Material Detail

DENVER INTERNATIONAL AIRPORT - M&O AIRCRAFT FUEL SYSTEM MAINTENANCE AND OPERATION 2020 BUDGET NON PAYROLL DETAIL

Direct Expenses:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Utilities													
Electric	19,083	19,083	19,083	19,083	19,083	19,083	19,083	19,083	19,083	19,083	19,083	19,083	229,000
Natural Gas	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000
Water	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Sewer	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone													
Land Line	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Cell Phones	617	617	617	617	617	617	617	617	617	617	617	617	7,400
Other	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Office Supplies													
Tickets	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Office Supplies	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Forms	167	167	167	167	167	167	167	167	167	167	167	167	2,000
Postage	333	333	333	333	333	333	333	333	333	333	333	333	4,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Fuel System Supplies													
Signage	208	208	208	208	208	208	208	208	208	208	208	208	2,500
Spill Kits	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Absorbents	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Spill Tools	42	42	42	42	42	42	42	42	42	42	42	42	500
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms													
Purchased	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Leased	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Laundry	250	250	250	250	250	250	250	250	250	250	250	250	3,000
PPE	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Other	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Autogas	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Diesel	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Lubricants	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Repairs & Maintenance													
Nozzles/Coupler	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Load Rack	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Hydrant System	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Pumps	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Fuel Facility	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000
Fire Protection	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
Other	333	333	333	333	333	333	333	333	333	333	333	333	4,000
Tools	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Support Equipment	417	417	417	417	417	417	417	417	417	417	417	417	5,000
I6	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Wing Ware	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Fuel Master	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Filters	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000
Property & Equipment Rental													
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-
Leased Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Equipment	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation													
Existing	-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Pre-Approved Travel													
Airfare	-	-	-	-	-	-	-	-	-	-	-	-	-
Entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Meals	-	-	-	-	-	-	-	-	-	-	-	-	-
Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	-
Classes	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-

Year One - Material Detail Continued

**DENVER INTERNATIONAL AIRPORT - M&O
AIRCRAFT FUEL SYSTEM MAINTENANCE AND OPERATION
2020 BUDGET NON PAYROLL DETAIL**

Direct Expenses:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Outside Services													
Pest/Weed	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Inspections	833	833	833	833	833	833	833	833	833	833	833	833	10,000
FTZ	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Training	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Engineering	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	234,000
Fire Inspection	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Facility Repairs	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Hydrant Repairs	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Leak Detection	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
Calibration	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Electric Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Computer Supplies													
Hardware	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Software	42	42	42	42	42	42	42	42	42	42	42	42	500
Printers	108	108	108	108	108	108	108	108	108	108	108	108	1,300
Printer Supplies	42	42	42	42	42	42	42	42	42	42	42	42	500
Other	25	25	25	25	25	25	25	25	25	25	25	25	300
Insp., Test. & Fuel Analysis (QA)													
Testing Supplies	333	333	333	333	333	333	333	333	333	333	333	333	4,000
Testing 3rd Party	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Lab Supplies	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
ISO QC	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Waste & Trash Removal													
Janitorial	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000
Janitorial Supplies	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Waste Removal	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
Waste Water	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	100,000
Filter Removal	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	75,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Tank Cleaning													
API Inspection	-	-	-	-	-	-	-	-	-	-	-	-	-
Tank Cleaning	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
OWS Cleaning	700	700	700	700	700	700	700	700	700	700	700	700	8,400
Cathodic Protection													
Survey	583	583	583	583	583	583	583	583	583	583	583	583	7,000
R&M	317	317	317	317	317	317	317	317	317	317	317	317	3,800
Sub -Total Direct Expenses	111,950	1,343,400											
Indirect Expenses:													
Property Taxes	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Motor Vehicle Licenses	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Miscellaneous Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Permits & Fees	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Insurance													
Property	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	200,000
Motor Vehicle	333	333	333	333	333	333	333	333	333	333	333	333	4,000
Pollution	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000
Aviation	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000
Environmental Costs													
Audit	167	167	167	167	167	167	167	167	167	167	167	167	2,000
Training	125	125	125	125	125	125	125	125	125	125	125	125	1,500
FRP Plan	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Registration	125	125	125	125	125	125	125	125	125	125	125	125	1,500
Hazwopper	83	83	83	83	83	83	83	83	83	83	83	83	1,000
SPCC	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Customs Broker Charge	-	-	-	-	-	-	-	-	-	-	-	-	-
Audit Fees													
Tax Preparation	-	-	-	-	-	-	-	-	-	-	-	-	-
A4A	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Fees													
Consortium	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000
Environmental	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Sub -Total Indirect Expense:	34,200	410,400											

Year One Gallons By Airline – Example

DENVER INTERNATIONAL AIRPORT - M&O
 GALLONS BY CARRIER
 2020 BUDGET

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
MEMBER AIRLINES													
Air Canada	9,909	8,950	9,909	9,589	9,909	9,589	9,909	9,909	9,589	9,909	9,589	9,909	116,667
Alaska Airlines	22,648	20,457	22,648	21,918	22,648	21,918	22,648	22,648	21,918	22,648	21,918	22,648	266,667
American Airlines	120,320	108,676	120,320	116,438	120,320	116,438	120,320	120,320	116,438	120,320	116,438	120,320	1,416,667
British Airways	60,160	54,338	60,160	58,219	60,160	58,219	60,160	60,160	58,219	60,160	58,219	60,160	708,333
Delta Air Lines	120,320	108,676	120,320	116,438	120,320	116,438	120,320	120,320	116,438	120,320	116,438	120,320	1,416,667
Federal Express	28,311	25,571	28,311	27,397	28,311	27,397	28,311	28,311	27,397	28,311	27,397	28,311	333,333
Frontier Airlines	276,027	249,315	276,027	267,123	276,027	267,123	276,027	276,027	267,123	276,027	267,123	276,027	3,250,000
Great Lakes Aviation	12,740	11,507	12,740	12,329	12,740	12,329	12,740	12,740	12,329	12,740	12,329	12,740	150,000
Icelandair	16,986	15,342	16,986	16,438	16,986	16,438	16,986	16,986	16,438	16,986	16,438	16,986	200,000
JetBlue Airways	21,233	19,178	21,233	20,548	21,233	20,548	21,233	21,233	20,548	21,233	20,548	21,233	250,000
Lufthansa	70,776	63,927	70,776	68,493	70,776	68,493	70,776	70,776	68,493	70,776	68,493	70,776	833,333
Skywest Airlines	254,795	230,137	254,795	246,575	254,795	246,575	254,795	254,795	246,575	254,795	246,575	254,795	3,000,000
Southwest Airlines	629,909	568,950	629,909	609,589	629,909	609,589	629,909	629,909	609,589	629,909	609,589	629,909	7,416,667
Spirit Airlines	42,466	38,356	42,466	41,096	42,466	41,096	42,466	42,466	41,096	42,466	41,096	42,466	500,000
United Airlines	856,393	773,516	856,393	828,767	856,393	828,767	856,393	856,393	828,767	856,393	828,767	856,393	10,083,333
United Parcel Service	35,388	31,963	35,388	34,247	35,388	34,247	35,388	35,388	34,247	35,388	34,247	35,388	416,667
NON-MEMBER AIRLINES													
Signature	8,493	7,671	8,493	8,219	8,493	8,219	8,493	8,493	8,219	8,493	8,219	8,493	100,000
Worl Fuel	42,466	38,356	42,466	41,096	42,466	41,096	42,466	42,466	41,096	42,466	41,096	42,466	500,000
Aeromexico	34,969	39,083	6,171	0	0	0	0	0	0	0	0	0	207,757
Boutique Air	11,007	10,033	11,108	10,750	11,108	10,750	11,108	11,108	10,750	11,108	10,750	11,108	130,689
Volaris	51,902	46,879	51,902	50,227	51,902	50,227	51,902	51,902	50,227	51,902	50,227	51,902	611,100
Total	2,727,216	2,470,881	2,698,519	2,605,498	2,692,348	2,605,498	2,692,348	2,692,348	2,605,498	2,692,348	2,605,498	2,752,001	31,907,879

Year One Cost By Airline Detail Example (Before Credits)

DENVER INTERNATIONAL AIRPORT - M&O

2020 BUDGET COST PER CARRIER
10 PERCENT EQUAL / 90 PERCENT VOLUME
AIRCRAFT FUEL SYSTEM
(BEFORE CREDITS)

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Air Canada	12,618	12,618	12,618	12,618	12,601	13,211	12,601	12,601	12,601	12,601	12,601	13,211	152,496
Alaska Airlines	18,397	18,397	18,397	18,397	18,372	19,262	18,372	18,372	18,372	18,372	18,372	19,262	222,344
American Airlines	62,705	62,705	62,705	62,705	62,620	65,652	62,620	62,620	62,620	62,620	62,620	65,652	757,844
British Airways	35,414	35,414	35,414	35,414	35,366	37,078	35,366	35,366	35,366	35,366	35,366	37,078	428,007
Delta Air Lines	62,705	62,705	62,705	62,705	62,620	65,652	62,620	62,620	62,620	62,620	62,620	65,652	757,844
Federal Express	20,966	20,966	20,966	20,966	20,937	21,951	20,937	20,937	20,937	20,937	20,937	21,951	253,387
Frontier Airlines	133,341	133,341	133,341	133,341	133,160	139,609	133,160	133,160	133,160	133,160	133,160	139,609	1,611,540
Great Lakes Aviation	13,902	13,902	13,902	13,902	13,883	14,555	13,883	13,883	13,883	13,883	13,883	14,555	168,018
Icelandair	15,828	15,828	15,828	15,828	15,807	16,572	15,807	15,807	15,807	15,807	15,807	16,572	191,300
JetBlue Airways	17,755	17,755	17,755	17,755	17,731	18,589	17,731	17,731	17,731	17,731	17,731	18,589	214,583
Lufthansa	40,230	40,230	40,230	40,230	40,175	42,121	40,175	40,175	40,175	40,175	40,175	42,121	486,213
Skywest Airlines	123,708	123,708	123,708	123,708	123,541	129,524	123,541	123,541	123,541	123,541	123,541	129,524	1,495,127
Southwest Airlines	293,876	293,876	293,876	293,876	293,479	307,691	293,479	293,479	293,479	293,479	293,479	307,689	3,551,759
Spirit Airlines	27,387	27,387	27,387	27,387	27,350	28,674	27,350	27,350	27,350	27,350	27,350	28,674	330,996
United Airlines	396,619	396,619	396,619	396,619	396,083	415,264	396,083	396,083	396,083	396,083	396,083	415,261	4,793,499
United Parcel Service	24,176	24,176	24,176	24,176	24,144	25,313	24,144	24,144	24,144	24,144	24,144	25,313	292,192
BUDGET TOTAL	1,299,626	1,299,626	1,299,626	1,299,626	1,297,870	1,360,720	1,297,870	1,297,870	1,297,870	1,297,870	1,297,870	1,360,709	15,707,150

10 PERCENT EQUAL SHARE
AIRCRAFT FUEL SYSTEM
(BEFORE CREDITS)

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Air Canada	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Alaska Airlines	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
American Airlines	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
British Airways	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Delta Air Lines	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Federal Express	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Frontier Airlines	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Great Lakes Aviation	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Icelandair	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
JetBlue Airways	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Lufthansa	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Skywest Airlines	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Southwest Airlines	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Spirit Airlines	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
United Airlines	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
United Parcel Service	8,123	8,123	8,123	8,123	8,112	8,504	8,112	8,112	8,112	8,112	8,112	8,504	98,170
Total 10%	129,963	129,963	129,963	129,963	129,787	136,072	129,787	129,787	129,787	129,787	129,787	136,071	1,570,715

90 PERCENT VOLUME
AIRCRAFT FUEL SYSTEM
(BEFORE CREDITS)

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Air Canada	4,495	4,495	4,495	4,495	4,489	4,706	4,489	4,489	4,489	4,489	4,489	4,706	54,326
Alaska Airlines	10,274	10,274	10,274	10,274	10,260	10,757	10,260	10,260	10,260	10,260	10,260	10,757	124,174
American Airlines	54,582	54,582	54,582	54,582	54,508	57,148	54,508	54,508	54,508	54,508	54,508	57,148	659,674
British Airways	27,291	27,291	27,291	27,291	27,254	28,574	27,254	27,254	27,254	27,254	27,254	28,574	329,837
Delta Air Lines	54,582	54,582	54,582	54,582	54,508	57,148	54,508	54,508	54,508	54,508	54,508	57,148	659,674
Federal Express	12,843	12,843	12,843	12,843	12,826	13,447	12,826	12,826	12,826	12,826	12,826	13,446	155,218
Frontier Airlines	125,218	125,218	125,218	125,218	125,049	131,104	125,049	125,049	125,049	125,049	125,049	131,103	1,513,371
Great Lakes Aviation	5,779	5,779	5,779	5,779	5,771	6,051	5,771	5,771	5,771	5,771	5,771	6,051	69,848
Icelandair	7,706	7,706	7,706	7,706	7,695	8,068	7,695	7,695	7,695	7,695	7,695	8,068	93,131
JetBlue Airways	9,632	9,632	9,632	9,632	9,619	10,085	9,619	9,619	9,619	9,619	9,619	10,085	116,413
Lufthansa	32,107	32,107	32,107	32,107	32,064	33,616	32,064	32,064	32,064	32,064	32,064	33,616	388,044
Skywest Airlines	115,586	115,586	115,586	115,586	115,430	121,019	115,430	115,430	115,430	115,430	115,430	121,018	1,396,958
Southwest Airlines	285,754	285,754	285,754	285,754	285,367	299,187	285,367	285,367	285,367	285,367	285,367	299,184	3,453,590
Spirit Airlines	19,264	19,264	19,264	19,264	19,238	20,170	19,238	19,238	19,238	19,238	19,238	20,170	232,826
United Airlines	388,496	388,496	388,496	388,496	387,971	406,759	387,971	387,971	387,971	387,971	387,971	406,756	4,693,330
United Parcel Service	16,054	16,054	16,054	16,054	16,032	16,808	16,032	16,032	16,032	16,032	16,032	16,808	194,022
Total 90%	1,169,663	1,169,663	1,169,663	1,169,663	1,168,083	1,224,648	1,168,083	1,168,083	1,168,083	1,168,083	1,168,083	1,224,639	14,136,435

COST PERCENTAGE

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Air Canada	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%
Alaska Airlines	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%
American Airlines	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%
British Airways	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%
Delta Air Lines	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%
Federal Express	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%
Frontier Airlines	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%
Great Lakes Aviation	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%
Icelandair	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%
JetBlue Airways	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%
Lufthansa	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
Skywest Airlines	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%
Southwest Airlines	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%
Spirit Airlines	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%
United Airlines	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%
United Parcel Service	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%
Total	100.00%												

Year One Cost By Airline Detail Example (Before Credits)

AIRLINES	2020 PROJECTED COST PER CARRIER (BEFORE CREDITS)												TOTAL	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
Air Canada	12,618	12,618	12,618	12,618	12,601	13,211	12,601	12,601	12,601	12,601	12,601	12,601	13,211	\$152,496
Alaska Airlines	18,397	18,397	18,397	18,397	18,372	19,262	18,372	18,372	18,372	18,372	18,372	18,372	19,262	\$222,344
American Airlines	62,705	62,705	62,705	62,705	62,620	65,652	62,620	62,620	62,620	62,620	62,620	62,620	65,652	\$757,844
British Airways	35,414	35,414	35,414	35,414	35,366	37,078	35,366	35,366	35,366	35,366	35,366	35,366	37,078	\$428,007
Delta Air Lines	62,705	62,705	62,705	62,705	62,620	65,652	62,620	62,620	62,620	62,620	62,620	62,620	65,652	\$757,844
Federal Express	20,966	20,966	20,966	20,966	20,937	21,951	20,937	20,937	20,937	20,937	20,937	20,937	21,951	\$253,387
Frontier Airlines	133,341	133,341	133,341	133,341	133,160	139,609	133,160	133,160	133,160	133,160	133,160	133,160	139,608	\$1,611,540
Great Lakes Aviation	13,902	13,902	13,902	13,902	13,883	14,555	13,883	13,883	13,883	13,883	13,883	13,883	14,555	\$168,018
Icelandair	15,828	15,828	15,828	15,828	15,807	16,572	15,807	15,807	15,807	15,807	15,807	15,807	16,572	\$191,300
JetBlue Airways	17,755	17,755	17,755	17,755	17,731	18,589	17,731	17,731	17,731	17,731	17,731	17,731	18,589	\$214,583
Lufthansa	40,230	40,230	40,230	40,230	40,175	42,121	40,175	40,175	40,175	40,175	40,175	40,175	42,121	\$486,213
Skywest Airlines	123,708	123,708	123,708	123,708	123,541	129,524	123,541	123,541	123,541	123,541	123,541	123,541	129,523	\$1,495,127
Southwest Airlines	293,876	293,876	293,876	293,876	293,479	307,691	293,479	293,479	293,479	293,479	293,479	293,479	307,689	\$3,551,759
Spirit Airlines	27,387	27,387	27,387	27,387	27,350	28,674	27,350	27,350	27,350	27,350	27,350	27,350	28,674	\$330,996
United Airlines	396,619	396,619	396,619	396,619	396,083	415,264	396,083	396,083	396,083	396,083	396,083	396,083	415,261	\$4,793,499
United Parcel Service	24,176	24,176	24,176	24,176	24,144	25,313	24,144	24,144	24,144	24,144	24,144	24,144	25,313	\$292,192
Total	\$1,299,626	\$1,299,626	\$1,299,626	\$1,299,626	\$1,297,870	\$1,360,720	\$1,297,870	\$1,297,870	\$1,297,870	\$1,297,870	\$1,297,870	\$1,297,870	\$1,360,709	\$15,707,150

AIRLINES	2020 BUDGETED COST PER GALLON (BEFORE CREDITS)												TOTAL	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
Air Canada	1.27340	1.40983	1.27340	1.31584	1.27167	1.37770	1.27167	1.27167	1.27167	1.27167	1.27167	1.27167	1.33325	1.30711
Alaska Airlines	0.81228	0.89931	0.81228	0.83936	0.81119	0.87882	0.81119	0.81119	0.81119	0.81119	0.81119	0.81119	0.83823	0.83379
American Airlines	0.52115	0.57699	0.52115	0.53852	0.52045	0.56384	0.52045	0.52045	0.52045	0.52045	0.52045	0.52045	0.53780	0.53495
British Airways	0.58866	0.65173	0.58866	0.60828	0.58787	0.63688	0.58787	0.58787	0.58787	0.58787	0.58787	0.58787	0.60746	0.61633
Delta Air Lines	0.52115	0.57699	0.52115	0.53852	0.52045	0.56384	0.52045	0.52045	0.52045	0.52045	0.52045	0.52045	0.53780	0.53495
Federal Express	0.74056	0.81990	0.74056	0.76524	0.73956	0.80121	0.73956	0.73956	0.73956	0.73956	0.73956	0.73956	0.76421	0.76016
Frontier Airlines	0.48307	0.53483	0.48307	0.49917	0.48242	0.52264	0.48242	0.48242	0.48242	0.48242	0.48242	0.48242	0.49850	0.49586
Great Lakes Aviation	1.09123	1.20815	1.09123	1.12760	1.08975	1.18061	1.08975	1.08975	1.08975	1.08975	1.08975	1.08975	1.12608	1.12012
Icelandair	0.93183	1.03167	0.93183	0.96289	0.93057	1.00816	0.93057	0.93057	0.93057	0.93057	0.93057	0.93057	0.96159	0.95650
JetBlue Airways	0.83619	0.92579	0.83619	0.86407	0.83506	0.90469	0.83506	0.83506	0.83506	0.83506	0.83506	0.83506	0.86290	0.85833
Lufthansa	0.56841	0.62931	0.56841	0.58736	0.56764	0.61497	0.56764	0.56764	0.56764	0.56764	0.56764	0.56764	0.58656	0.58346
Skywest Airlines	0.48552	0.53754	0.48552	0.50171	0.48487	0.52529	0.48487	0.48487	0.48487	0.48487	0.48487	0.48487	0.50103	0.49838
Southwest Airlines	0.46654	0.51652	0.46654	0.48209	0.46591	0.50475	0.46591	0.46591	0.46591	0.46591	0.46591	0.46591	0.48144	0.47889
Spirit Airlines	0.64492	0.71402	0.64492	0.66642	0.64405	0.69774	0.64405	0.64405	0.64405	0.64405	0.64405	0.64405	0.66552	0.66199
United Airlines	0.46313	0.51275	0.46313	0.47857	0.46250	0.50106	0.46250	0.46250	0.46250	0.46250	0.46250	0.46250	0.47792	0.47539
United Parcel Service	0.68317	0.75637	0.68317	0.70595	0.68225	0.73913	0.68225	0.68225	0.68225	0.68225	0.68225	0.68225	0.70499	0.70126
Total	0.50405	0.55805	0.50405	0.52085	0.50337	0.54533	0.50337	0.50337	0.50337	0.50337	0.50337	0.50337	0.52015	0.51739

Year One Cost By Airline Detail Example (After Credits)

DENVER INTERNATIONAL AIRPORT - M&O

2020 BUDGET COST PER CARRIER
10 PERCENT EQUAL / 90 PERCENT VOLUME
AIRCRAFT FUEL SYSTEM

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Air Canada	9,663	9,663	9,663	9,663	9,646	10,256	9,646	9,646	9,646	9,646	9,646	10,256	117,038
Alaska Airlines	14,089	14,089	14,089	14,089	14,064	14,954	14,064	14,064	14,064	14,064	14,064	14,953	170,645
American Airlines	48,020	48,020	48,020	48,020	47,936	50,968	47,936	47,936	47,936	47,936	47,936	50,968	581,631
British Airways	27,120	27,120	27,120	27,120	27,073	28,785	27,073	27,073	27,073	27,073	27,073	28,785	328,487
Delta Air Lines	48,020	48,020	48,020	48,020	47,936	50,968	47,936	47,936	47,936	47,936	47,936	50,968	581,631
Federal Express	16,056	16,056	16,056	16,056	16,027	17,041	16,027	16,027	16,027	16,027	16,027	17,041	194,470
Frontier Airlines	102,114	102,114	102,114	102,114	101,934	108,383	101,934	101,934	101,934	101,934	101,934	108,382	1,236,828
Great Lakes Aviation	10,646	10,646	10,646	10,646	10,628	11,300	10,628	10,628	10,628	10,628	10,628	11,300	128,950
Icelandair	12,122	12,122	12,122	12,122	12,100	12,866	12,100	12,100	12,100	12,100	12,100	12,866	146,819
JetBlue Airways	13,597	13,597	13,597	13,597	13,573	14,432	13,573	13,573	13,573	13,573	13,573	14,431	164,688
Lufthansa	30,809	30,809	30,809	30,809	30,754	32,700	30,754	30,754	30,754	30,754	30,754	32,700	373,160
Skywest Airlines	94,738	94,738	94,738	94,738	94,571	100,553	94,571	94,571	94,571	94,571	94,571	100,552	1,147,483
Southwest Airlines	225,055	225,055	225,055	225,055	224,658	238,870	224,658	224,658	224,658	224,658	224,658	238,868	2,725,910
Spirit Airlines	20,973	20,973	20,973	20,973	20,936	22,261	20,936	20,936	20,936	20,936	20,936	22,261	254,033
United Airlines	303,738	303,738	303,738	303,738	303,202	322,382	303,202	303,202	303,202	303,202	303,202	322,379	3,678,923
United Parcel Service	18,515	18,515	18,515	18,515	18,482	19,651	18,482	18,482	18,482	18,482	18,482	19,651	224,252
BUDGET TOTAL	995,276	995,276	995,276	995,276	993,520	1,056,370	993,520	993,520	993,520	993,520	993,520	1,056,359	12,054,950

10 PERCENT EQUAL SHARE
AIRCRAFT FUEL SYSTEM

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Air Canada	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Alaska Airlines	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
American Airlines	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
British Airways	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Delta Air Lines	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Federal Express	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Frontier Airlines	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Great Lakes Aviation	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Icelandair	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
JetBlue Airways	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Lufthansa	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Skywest Airlines	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Southwest Airlines	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Spirit Airlines	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
United Airlines	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
United Parcel Service	6,220	6,220	6,220	6,220	6,209	6,602	6,209	6,209	6,209	6,209	6,209	6,602	75,343
Total 10%	99,528	99,528	99,528	99,528	99,352	105,637	99,352	99,352	99,352	99,352	99,352	105,636	1,205,495

90 PERCENT VOLUME
AIRCRAFT FUEL SYSTEM

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Air Canada	3,442	3,442	3,442	3,442	3,436	3,654	3,436	3,436	3,436	3,436	3,436	3,654	41,694
Alaska Airlines	7,868	7,868	7,868	7,868	7,854	8,351	7,854	7,854	7,854	7,854	7,854	8,351	95,301
American Airlines	41,800	41,800	41,800	41,800	41,726	44,366	41,726	41,726	41,726	41,726	41,726	44,365	506,288
British Airways	20,900	20,900	20,900	20,900	20,863	22,183	20,863	20,863	20,863	20,863	20,863	22,183	253,144
Delta Air Lines	41,800	41,800	41,800	41,800	41,726	44,366	41,726	41,726	41,726	41,726	41,726	44,365	506,288
Federal Express	9,835	9,835	9,835	9,835	9,818	10,439	9,818	9,818	9,818	9,818	9,818	10,439	119,127
Frontier Airlines	95,894	95,894	95,894	95,894	95,725	101,780	95,725	95,725	95,725	95,725	95,725	101,779	1,161,484
Great Lakes Aviation	4,426	4,426	4,426	4,426	4,418	4,698	4,418	4,418	4,418	4,418	4,418	4,698	53,607
Icelandair	5,901	5,901	5,901	5,901	5,891	6,263	5,891	5,891	5,891	5,891	5,891	6,263	71,476
JetBlue Airways	7,376	7,376	7,376	7,376	7,363	7,829	7,363	7,363	7,363	7,363	7,363	7,829	89,345
Lufthansa	24,588	24,588	24,588	24,588	24,545	26,098	24,545	24,545	24,545	24,545	24,545	26,097	297,817
Skywest Airlines	88,518	88,518	88,518	88,518	88,361	93,951	88,361	88,361	88,361	88,361	88,361	93,950	1,072,139
Southwest Airlines	218,835	218,835	218,835	218,835	218,449	232,268	218,449	218,449	218,449	218,449	218,449	232,266	2,650,567
Spirit Airlines	14,753	14,753	14,753	14,753	14,727	15,659	14,727	14,727	14,727	14,727	14,727	15,658	178,690
United Airlines	297,517	297,517	297,517	297,517	296,992	315,780	296,992	296,992	296,992	296,992	296,992	315,777	3,603,580
United Parcel Service	12,294	12,294	12,294	12,294	12,272	13,049	12,272	12,272	12,272	12,272	12,272	13,049	148,908
Total 90%	895,748	895,748	895,748	895,748	894,168	950,733	894,168	894,168	894,168	894,168	894,168	950,724	10,849,455

COST PERCENTAGE

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Air Canada	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%	0.97%
Alaska Airlines	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%	1.42%
American Airlines	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%
British Airways	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%	2.72%
Delta Air Lines	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%	4.82%
Federal Express	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%
Frontier Airlines	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%	10.26%
Great Lakes Aviation	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%	1.07%
Icelandair	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%
JetBlue Airways	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%	1.37%
Lufthansa	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
Skywest Airlines	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%	9.52%
Southwest Airlines	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%	22.61%
Spirit Airlines	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%	2.11%
United Airlines	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%	30.52%
United Parcel Service	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%	1.86%
Total	100.00%												

Year One Cost By Airline Detail Example (After Credits)

AIRLINES	2020 PROJECTED COST PER CARRIER (AFTER CREDITS)												TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Air Canada	9,663	9,663	9,663	9,663	9,646	10,256	9,646	9,646	9,646	9,646	9,646	10,256	117,038
Alaska Airlines	14,089	14,089	14,089	14,089	14,064	14,954	14,064	14,064	14,064	14,064	14,064	14,953	170,645
American Airlines	48,020	48,020	48,020	48,020	47,936	50,968	47,936	47,936	47,936	47,936	47,936	50,968	581,631
British Airways	27,120	27,120	27,120	27,120	27,073	28,785	27,073	27,073	27,073	27,073	27,073	28,785	328,487
Delta Air Lines	48,020	48,020	48,020	48,020	47,936	50,968	47,936	47,936	47,936	47,936	47,936	50,968	581,631
Federal Express	16,056	16,056	16,056	16,056	16,027	17,041	16,027	16,027	16,027	16,027	16,027	17,041	194,470
Frontier Airlines	102,114	102,114	102,114	102,114	101,934	108,383	101,934	101,934	101,934	101,934	101,934	108,382	1,236,828
Great Lakes Aviation	10,646	10,646	10,646	10,646	10,628	11,300	10,628	10,628	10,628	10,628	10,628	11,300	128,950
Icelandair	12,122	12,122	12,122	12,122	12,100	12,866	12,100	12,100	12,100	12,100	12,100	12,866	146,819
JetBlue Airways	13,597	13,597	13,597	13,597	13,573	14,432	13,573	13,573	13,573	13,573	13,573	14,431	164,688
Lufthansa	30,809	30,809	30,809	30,809	30,754	32,700	30,754	30,754	30,754	30,754	30,754	32,700	373,160
Skywest Airlines	94,738	94,738	94,738	94,738	94,571	100,553	94,571	94,571	94,571	94,571	94,571	100,552	1,147,483
Southwest Airlines	225,055	225,055	225,055	225,055	224,658	238,870	224,658	224,658	224,658	224,658	224,658	238,868	2,725,910
Spirit Airlines	20,973	20,973	20,973	20,973	20,936	22,261	20,936	20,936	20,936	20,936	20,936	22,261	254,033
United Airlines	303,738	303,738	303,738	303,738	303,202	322,382	303,202	303,202	303,202	303,202	303,202	322,379	3,678,923
United Parcel Service	18,515	18,515	18,515	18,515	18,482	19,651	18,482	18,482	18,482	18,482	18,482	19,651	224,252
Total	995,276	995,276	995,276	995,276	993,520	1,056,370	993,520	993,520	993,520	993,520	993,520	1,056,359	12,054,950

AIRLINES	2020 BUDGETED COST PER GALLON (AFTER CREDITS)												TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Air Canada	0.97519	1.07967	0.97519	1.00769	0.97347	1.06955	0.97347	0.97347	1.00592	0.97347	1.00592	1.03504	1.00318
Alaska Airlines	0.62206	0.68871	0.62206	0.64280	0.62096	0.68225	0.62096	0.62096	0.64166	0.62096	0.64166	0.66024	0.63992
American Airlines	0.39911	0.44187	0.39911	0.41241	0.39840	0.43773	0.39840	0.39840	0.41168	0.39840	0.41168	0.42360	0.41056
British Airways	0.45081	0.49911	0.45081	0.46583	0.45001	0.49443	0.45001	0.45001	0.46501	0.45001	0.46501	0.47847	0.46375
Delta Air Lines	0.39911	0.44187	0.39911	0.41241	0.39840	0.43773	0.39840	0.39840	0.41168	0.39840	0.41168	0.42360	0.41056
Federal Express	0.56713	0.62789	0.56713	0.58603	0.56613	0.62201	0.56613	0.56613	0.58500	0.56613	0.58500	0.60194	0.58341
Frontier Airlines	0.36994	0.40958	0.36994	0.38227	0.36929	0.40574	0.36929	0.36929	0.38160	0.36929	0.38160	0.39265	0.38056
Great Lakes Aviation	0.83568	0.92522	0.83568	0.86354	0.83421	0.91654	0.83421	0.83421	0.86201	0.83421	0.86201	0.88697	0.85967
Icelandair	0.71361	0.79007	0.71361	0.73740	0.71235	0.78266	0.71235	0.71235	0.73610	0.71235	0.73610	0.75741	0.73410
JetBlue Airways	0.64037	0.70898	0.64037	0.66172	0.63924	0.70234	0.63924	0.63924	0.66055	0.63924	0.66055	0.67967	0.65875
Lufthansa	0.43530	0.48194	0.43530	0.44981	0.43453	0.47742	0.43453	0.43453	0.44901	0.43453	0.44901	0.46201	0.44779
Skywest Airlines	0.37182	0.41166	0.37182	0.38422	0.37117	0.40780	0.37117	0.37117	0.38354	0.37117	0.38354	0.39464	0.38249
Southwest Airlines	0.35728	0.39556	0.35728	0.36919	0.35665	0.39185	0.35665	0.35665	0.36884	0.35665	0.36884	0.37921	0.36754
Spirit Airlines	0.49389	0.54681	0.49389	0.51035	0.49302	0.54168	0.49302	0.49302	0.50945	0.49302	0.50945	0.52420	0.50807
United Airlines	0.35467	0.39267	0.35467	0.36649	0.35405	0.38899	0.35405	0.35405	0.36585	0.35405	0.36585	0.37644	0.36485
United Parcel Service	0.52319	0.57924	0.52319	0.54063	0.52226	0.57381	0.52226	0.52226	0.53967	0.52226	0.53967	0.55530	0.53820
Total	0.38601	0.42737	0.38601	0.39888	0.38533	0.42336	0.38533	0.38533	0.39817	0.38533	0.39817	0.40970	0.39709

EXHIBIT D

Design Standards, Construction Procedures and Environmental Requirements

Section 1. Design Standards. The Operator agrees to utilize and comply with the Denver International Airport Design Standards Manuals for design of facilities or improvements required by the Agreement (“Facilities”). The Operator further agrees to design, construct, and operate the Facilities in accordance with the Denver International Airport Tenant Development Guidelines and the Denver International Airport Rules and Regulations, as they may be established or amended from time to time, and any other applicable design, construction, operation, and maintenance standards. See additional information at <http://business.flydenver.com/bizops/bizRequirements.asp>

All civil design drawings submitted by the Operator to the City shall be provided and submitted according to FAA requirements in Advisory Circular AC150/5300-18B GIS Standards: Collection of airport data through field and post processing methodologies are specified in this FAA Advisory Circular. The data model specifies the following Geographical Information System (GIS) feature groups: Airfield, Airspace, Cadastral, Environmental, Geospatial, Man Made Structures, Navigational Aids, Seaplane, Security, Surface Transportation, and Utilities. The model incorporates safety critical data including runway thresholds, navigational aids as well as other airport features including runways, taxiways, aprons, buildings, roadways, cadastral, land-uses, and utilities. The single GIS airport database will serve numerous needs and therefore requires a very robust set of data features and associated attributes. As a result, significant time and effort is required to collect and input the metadata (data about data). The power of an airport GIS database is derived from the metadata. The long term application of airport GIS data collection methodology will reduce survey costs, errors, and missing data.

To facilitate these FAA requirements GIS/CADD data submittals shall adhere to the data standards set forth in DIA Design Standards Manual 12 (DSM 12). CADD/GIS files must be submitted that are compatible with the FAA's AGIS database and includes all features required by the FAA relevant to the project. Each feature shall be fully and accurately attributed according to the specifications of FAA AC 150/5300-18B. Any files rejected by the FAA must be corrected and resubmitted to DIA's Project Manager until satisfactorily accepted by the FAA. Final CADD survey data required for FAA submission should adhere to the standards provided in DSM 12.

Approval of the City shall extend to and include consideration of architectural and aesthetic matters and the City reserves the right to reject any designs submitted and to require the Operator to resubmit designs and layout proposals until they meet with the City's approval.

In the event of disapproval by the City of any portion of the plans and specifications, the Operator shall promptly submit necessary modifications and revisions thereof.

Section 2. Construction Procedures. All construction work shall comply with the requirements of and standards established by the City and all other appropriate governmental agencies and entities.

The City shall at all times have the right to monitor and inspect the construction of the Facilities and all site improvements to assure that the Facilities and all site improvements are constructed and installed in compliance with the Plans and Specifications.

In order to assist the City in monitoring and inspecting such construction, the Operator's contractor or contractors shall submit, or cause to be submitted to the City, for information and record purposes, copies of all (i) permit applications, permits and plans required by permits, (ii) field test reports, (iii) material certificates, (iv) approved shop drawings to be reviewed for compliance with the Airport design and construction standards, (v) requests for payment to contractors or subcontractors, (vi) progress reports, (vii) notification of substantial completion of the leased facilities and all site improvements and final acceptance thereof, (viii) two copies of maintenance and operation manuals in connection with building systems and all updates thereof, (ix) as-constructed drawings, and (x) any other documents related to the construction of the Facilities which may be reasonably requested by the City.

No change order which materially changes the scope of the work shall be affected by the Operator without the approval of the Project Manager, which approval shall not be unreasonably withheld. The City will approve, conditionally approve or disapprove submissions of change orders within a reasonable period of time following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefore.

All construction work, materials, and installations involved in or incidental to the construction of the Facilities and all other improvements on Airport Property undertaken by the Operator throughout the term hereof shall be subject at all times to inspection and approval by the City.

The Operator shall give or cause to be given to the Project Manager advance notice before performing any modification to Airport Property.

The Operator shall cause all construction work, workmanship, materials, and installations to be in full compliance with plans and specifications. The City shall have the right to halt construction of the Facilities or any site improvement at any time if such construction is at material variance from the Plans and Specifications until such variance is corrected, or if such construction poses an immediate safety hazard at the Airport, until such safety hazard is eliminated. The City shall cooperate and use its best efforts to alleviate and resolve any such variance or impediment to the safe operation of the Airport so as to permit continuation of construction as expeditiously as possible.

The Operator, at its sole cost and expense, shall make and obtain such utility connections, hook-ups or taps as shall be necessary and shall have the right to receive all necessary utilities and services and shall secure all necessary applications and permits and shall pay all application and permit fees, hook-up or tap fees and all other user charges of whatever nature occasioned thereby. The Operator further agrees at its sole cost and expense to provide meters adequate to measure the amount of utilities and water used or consumed and to maintain said equipment in such a manner as to supply accurate measurement of such usage and consumption.

The Operator shall also include in its agreements with its general contractors covenants that require the construction contractor and its subcontractors of any tier to pay all workers, mechanics, and laborers in accordance with the rates and classifications established under the federal Davis-Bacon Act and Section 20-76 or the Denver Revised Municipal Code, whichever is greater. The Operator further agrees, if requested by the Project Manager, to fully comply with the procedural requirements of Section 20-76 of the Denver Revised Municipal Code by requiring its general contractors and their subcontractors of any and all tiers to submit to the City true and correct copies of the payroll records of all workers, laborers and mechanics employed.

The Operator throughout the term of this Agreement shall not without the prior written approval of the Project Manager make any material or structural alterations, improvements or additions to Airport Property, including without limitation any interior modifications or improvements.

Any work necessary to make any alterations, improvements or additions to the premises throughout the term of this Agreement shall be done at the Operator's sole cost and expense and in accordance with and subject to all of the required approvals, submittals and procedures, and all other requirements of whatsoever nature, set forth herein in reference to the initial construction by the Operator of the Facilities and its related site improvements.

Upon completion of such work, the Operator shall deliver to the City revised as-constructed drawings, and evidence of payment, contractor's affidavits, and full and final waivers of any liens for labor, services, or materials. The Operator shall include in the Operator's agreement with its contractors provisions whereby such contractors shall defend and hold the City harmless from all costs, damages, liens, and expenses related to such work.

All work done by the Operator or its contractors shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. Whenever a conflict arises between state or local law, ordinances or regulations, and federal law or regulations, Federal law or regulations applicable to this agreement shall control.

Within 60 days after completion of construction of the Facilities, the Operator shall furnish to the Project Manager two sets of as-constructed drawings, showing in detail all construction, including the locations of all underground and above ground utility lines.

All civil as-constructed drawings shall be provided by the Operator to the City in accordance with the City's design standards, and shall be submitted to: ACIS0/5300-18B GIS Standards and shall adhere to the data standards set forth in DIA Design Standards Manual 12 (DSM 12). CADD/GIS files must be submitted that are compatible with the FAA's AGIS database and include all features required by the FAA relevant to the project. Each feature shall be fully and accurately attributed according to the specifications of FAA AC 150/5300- 18B. Any files rejected by the FAA must be corrected and resubmitted to DIA's Project Manager until satisfactorily accepted by the FAA. Final CADD survey data required for FAA submission should adhere to the standards provided in DSM 12.

Section 3. Compliance with Environmental Requirements.

(a) Compliance by the Operator. The Operator, in conducting any activity on the Airport, including any environmental response or remedial activities, shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders, (collectively, "Environmental Requirements"). The Operator agrees to ensure that any new facilities or any modifications or alterations to existing facilities are designed, constructed, operated and maintained in a manner that minimizes environmental impact through appropriate preventive measures and complies with all federal, state, and local environmental requirements, including the Airport's Tenant Development Guidelines, which shall be provided to Operator.

The Operator shall financially reimburse the City for penalties incurred by the City as a result of the release of any pollutant or contaminant from the premises covered in this Agreement resulting from or arising out of the Operator's operations.

The Operator shall conduct all environmental monitoring pertaining to Operator construction, operation, and maintenance activities required by Environmental Requirements. Monitoring records shall be retained as required by Environmental Requirements and available for inspection. The Operator is required to release any or all nonprivileged environmental data upon request from the City. The Operator shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements concerning its operations at the airport.

In the case of a release, spill, or leak caused by Operator construction, operation or maintenance activities, the Operator shall immediately call the Airport Communications Center at x4200. The Operator then shall, as soon as reasonably practicable, control and remediate the contaminated media as required by applicable Environmental Requirements.

(b) Review of Environmental Documents. The Operator, at the request of the City, shall make available for inspection and copying at the City's expense, upon reasonable notice and at reasonable times, any or all of the documents and materials that the Operator has prepared or submitted to any governmental agency. If there is a federal, state or local duty to file any notice or report of a release or threatened release of Regulated Materials on, under or about the leased facilities, the Operator shall provide a copy of such report or notice to the City.

For purposes of this Agreement, "Regulated Materials" shall mean any wastes, substances, radiation, or materials (whether solids, liquids, or gases) that are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "solid wastes", "universal wastes", "toxic substances", "toxic pollutants", "contaminants", "pollutants", "regulated substances", or words of similar import, under any applicable federal, Colorado, or local rules, regulations, statutes, laws, or orders.

(c) Access for Environmental Inspection. The City shall have a right of access to the leased facilities and to any of the improvements thereon without prior notice to inspect the same to confirm that the Operator is using the premises in accordance with the Environmental Requirements. Such inspection will not unreasonably interfere with Operator's operations. If the City finds evidence of non-compliance or threatened non-compliance with Environmental Requirements, the Operator, at the request of the City, shall conduct such testing and analysis as is necessary to ascertain whether the Operator is using the premises in compliance with all Environmental Requirements.

(d) Correction of Environmental Non-Compliance. If the Operator fails to comply in all material respects with any applicable Environmental Requirement, the City, after providing Operator with reasonable notice under the circumstances and reasonable opportunity to correct such noncompliance, in addition to its rights and remedies described elsewhere in this Agreement, at its election, may enter the premises and take such measures as may be necessary to insure compliance with the Environmental Requirements, all at the Operator's expense.

(e) Duty to Notify City. In the event of a release or threatened release of pollutants to the environment caused by Operator's use or occupancy of the premises, the Operator shall immediately notify the

Airport Communications Center at x4200 and shall notify the City in writing as soon as reasonably practicable. In the event any claim, demand, action or notice is made against the Operator with regard to the Operator's failure or alleged failure to comply with any Environmental Requirements, the Operator, shall notify the City in writing as soon as reasonably practicable, and provide the City with copies of any written claims, demands, notices or actions so made.

(f) Environmental Remediation. The Operator shall undertake all actions as required by applicable Environmental Requirements to remedy or remove any Regulated Materials and any other environmental contamination discovered on or under the premises and/ caused by the Operator to bring the premises into compliance with all applicable Environmental Requirements in effect as of the date thereof.

The work shall be performed at the Operator's expense after the Operator submits to the City a written plan for completing such work and receives the prior written approval of the City, not to be unreasonably withheld, and the City shall have the right to review and inspect all such work at any time and at the City's expense using consultants and representatives of the City's choice. Cleanup levels for any environmental remediation work shall comply with applicable Environmental Requirements.

(g) Environmental Requirements for New Construction (including modifications or alterations to existing facilities). Throughout the construction activities for any facilities, the Operator is responsible for complying with all of the requirements under Denver International Airport Technical Specifications Section 01566 (Environmental Controls), Section 16642 (Cathodic Protection) and the Airports' Tenant Development Guidelines, all of which shall be provided to Operator.

(1) Air Pollution. All activities associated with the construction of the Facilities shall be performed under the Operator's (or its agent's) fugitive dust permit for the construction project. The Operator is responsible for complying with the terms of its permit. In order to comply with the above-referenced permit requirements, the Operator shall implement the procedures and techniques identified in Technical Specifications Section 01566.

(2) Water Pollution Controls. The Operator shall comply with the environmental specifications identified in Technical Specifications Section 01566.

(3) Soil Erosion and Sedimentation Control. The Operator shall comply with the environmental specifications for soil erosion and sediment control during construction, identified in Technical Specifications Section 01566. The Operator shall implement "best management practices" in preventing soil erosion and controlling sedimentation. The Operator shall obtain all necessary state and local permits for new development or construction. The Operator is responsible for the preparation and implementation of any plan required by the permits.

(4) Solid and Hazardous Waste Controls. This subsection applies to solid waste and hazardous waste as defined by federal and state regulations. Solid waste is defined as all putrescible and non-putrescible solid, semi-solid and liquid wastes, but does not include hazardous waste. The Operator is responsible to minimize the amount of solid and hazardous waste generated during construction activities. A commercially reasonable effort should be made to recycle generated construction debris. The Operator is responsible for the safe disposal of all solid and hazardous waste and shall dispose of such waste in accordance with Environmental Requirements and Mayor's Executive Order No. 115 (City requirement to direct all non-hazardous waste to DADS

Landfill for disposal). Disposal of hazardous wastes on Denver International Airport property is prohibited. Recyclable waste is accepted at approved Airport recycling locations.

The Operator is responsible for complying with the solid and hazardous waste control requirements listed in Technical Specifications Section 01566.

(5) Noise and Vibration Control. Noise and vibration control requirements are listed in Technical Specifications Section 01566.

(h) Environmental Requirements for Operation and Maintenance.

(1) Storage Tanks and Ancillary Equipment. All underground storage tanks and pipelines, and any above-ground storage tanks and pipelines in contact with the ground, and any other underground metallic structures installed by Operator on Airport Property shall be integrated into a cathodic protection program. Airport officials shall be notified of any removal, addition, or modification of underground tanks, piping, and other metallic structures.

Wastewater from maintenance activities shall be pretreated with a water quality pre-treatment device. These devices shall be inspected and maintained by the Operator.

The Operator shall be responsible for all containment, treatment, and disposal of all fuel spills caused by Operator operations using "Best Management Practices." The Operator shall make all "best efforts" to recycle recovered fuel. A Spill Prevention Control and Countermeasures Plan shall be prepared and submitted according to federal (40 CFR 112) and state requirements.

Fuel storage tanks shall either be installed above ground, according to appropriate federal and state requirements, or underground in accordance with EPA regulations cited in 40 CFR Part 280 and State of Colorado CCR 1101-14.

(2) Air Pollution Control. The Operator shall obtain all necessary air emission control permits associated with operation and maintenance of its facilities.

(3) Water Pollution Control. The Operator shall obtain all necessary permits under NPDES (National Pollutant Discharge Elimination System) stormwater regulations (40 CFR Part 122-124), Colorado Pollutant Discharge System (CDDS), and industrial and sanitary pretreatment requirements.

The Operator shall comply with all federal and state water pollution control requirements. Upon the direction of the City, the Operator will be responsible for conducting all appropriate water quality monitoring related to its Denver International Airport operations. This data shall be released to the City upon the City's request.

(i) Waste Management Plan.

(1) The Operator shall prepare and submit to the City upon request a waste management plan outlining its program for recycling, waste management and waste minimization at DIA to the extent reasonably possible.

(2) The Operator shall make good faith efforts to participate in recycling programs offered by the Airport and to identify upon request locations on the Demised Premises at which recycling collection containers may be placed.

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
FUEL SYSTEM MAINTENANCE, OPERATION AND MANAGEMENT AGREEMENT
DEN Contract No.201845224-00**

EXHIBIT E

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) must be emailed in pdf format to: contractadmininvoices@flydenver.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.
- RENEWAL certificates must be received prior to expiration of coverage.

C. Coverages and Limits

1. Airport Liability:

Operator 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
Each Occurrence Limit	\$100,000,000
General Aggregate (Per Project and Reinstates Annually)	\$100,000,000
Products/Completed Operations Aggregate (Per Project and Reinstates Annually)	\$100,000,000
Personal / Advertising Injury Limit	\$ 25,000,000
Fire Damage Legal Liability (any one fire)	\$ 1,000,000
Medical Payments (any one person)	\$ 50,000

- a. Such insurance shall also provide Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Such insurance shall include Independent Contractors Liability.
- c. Such insurance shall include Mobile Equipment Liability.
- d. Such insurance shall include On-Premises Automobile Liability.

2. Business Automobile Liability:

Operator 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 for non-airside operations. Airside operations of automobiles are to be covered under the Airport Liability policy required in Section C.1.

- a. If Operator 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 with the Certificate of Insurance.
- b. The policy must not contain an exclusion related to operations on airport premises
- c. If transporting waste, hazardous material, or regulated substances, Operator shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.

3. Workers' Compensation and Employer's Liability Insurance:

Operator 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 \$5,000,000 aggregate for all bodily injuries caused by disease claims.

- a. Operator expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Operator's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Operator executes this Agreement.
- b. If Operator is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

4. Environmental Liability:

Operator shall maintain insurance covering its operations under this Agreement with a limit no less than \$25,000,000 each occurrence and annual aggregate for claims arising out of a pollution condition or site environmental condition. 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 DEN premises.

5. Property Insurance:

Operator shall maintain all-risk form property insurance on a replacement cost basis in an amount not less than the value of the property, which shall consist of all real and business personal property that comprises the DEN Fuel Facility.

- a. Appraisal conducted in 2016 assigned a value of \$272,619,000.
- b. The City and County of Denver, Department of Aviation shall be named as first loss payee as its interest may appear.
- c. If the leased property is in a flood or earthquake zone (including land subsidence), flood and/or earthquake coverage shall be provided under the property policy or via a separate insurance policy.
- d. Coverage shall further include the acquisition of System Capital Assets by the Operator during the term of this Agreement.

6. Professional Liability (Errors and Omissions) Insurance:

Operator shall maintain a minimum limit of \$5,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in Exhibit A.

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

Operator shall maintain a limit no less than \$5,000,000 each claim and aggregate; \$5,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

- a. Coverage shall include professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this Agreement.
- b. 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.

8. Excess/Umbrella Liability:

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess policy(es) must follow form of the primary policies with which they are related to provide the minimum limits.

D. Additional Insured

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

E. Waiver of Subrogation

For all coverages required under this Agreement, Operator's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, agents, employees and volunteers. Operator agrees to obtain any endorsement necessary to affect this waiver of subrogation but this obligation will apply regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

F. 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.

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 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, and in any event, Operator shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation

of the formal notice received from its insurer's as verification.

G. Additional Provisions

1. Deductibles are the sole responsibility of the Operator.
2. Defense costs shall be on 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.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City, excluding Professional Liability and Workers' Compensation policies, if required.
5. All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may 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.
6. 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 the City at the time the Permittee signed this Agreement.
7. 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.
8. 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 Operator'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. Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
9. 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.
10. No material changes, modifications or interlineations to insurance coverage shall be allowed without the review and approval of DEN Risk Management.