

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into on the date of the City’s signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the “City”), and **ALPINE METAL TECH NORTH AMERICA INC.**, a Pennsylvania corporation authorized to do business in Colorado (the “Consultant”).

WITNESSETH:

WHEREAS, the parties entered into Professional Services Agreement No. 202368856 (the “**Agreement**”) for professional Aircraft Rescue and Fire Fighting Simulator (“**ARFF**”) maintenance services at Denver International Airport (“**DEN**”); and

WHEREAS, certain components supporting the ARFF simulator require repair and maintenance work that is beyond the scope of the Agreement and also not within DEN’s internal capabilities to perform; and

WHEREAS, the Consultant is capable and willing to perform the additional work under the Agreement at additional costs and rates that are agreed to by the City; and

WHEREAS, the parties wish to amend the Agreement to incorporate the additional work and associated costs.

NOW, THEREFORE, for and in consideration of the privileges granted by the Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The Agreement’s *Exhibit A Scope of Work* is amended to add and incorporate the services listed in the document titled “*Exhibit A Scope of Work – First Amendment*” attached hereto.
2. The Agreement’s Maximum Contract Amount, as defined under Section 5.A., is increased to **Five Hundred Forty-Two Thousand Seven Hundred Forty Dollars and Zero Cents (\$542,740.00)**.
3. The Agreement’s *Exhibit B Rates* is deleted and replaced with the attached *Exhibit B*.
4. The Agreement’s *Exhibit C Insurance Requirements* is deleted and replaced with the updated *Exhibit C Insurance Requirements* attached hereto.
5. Except as otherwise provided herein, all terms, provisions, and conditions of the Agreement shall remain in full force and effect.
6. This First Amendment shall not become effective or binding on the City until it is approved by the City Council, if so required by the City’s Charter, and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES AND EXHIBIT FOLLOW]

Contract Control Number: PLANE-202473125-01 / LEGACY-202368856-01
Contractor Name: ALPINE METAL TECH NORTH AMERICA INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202473125-01 / LEGACY-202368856-01
ALPINE METAL TECH NORTH AMERICA INC

By: DocuSigned by:
Brian Glaser
5E3A8029738D4E8...

Name: Brian Glaser
(please print)

Title: Life Cycle Business Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Work - First Amendment

This Scope of Work is intended to extend the area of service from the Simulation Fire trainer to also include a large portion of the supporting systems and infrastructure for the Simulation Fire Trainer.

This will be performed on a 3-year basis with option for 2 years more, these will follow the service contract on the Simulation Fire trainer. Reference to "we" or "our" is in reference to the Consultant, Alpine Metal Tech North America Inc.

This proposal will extend the service area to the TOPs and include the SOW as follows

Water system

Extended TOP: Outlet of hot box with jockey pump

- Extended from current with underground piping, PRV valve before rig intake, FD connection

To be defined: Responsibility to drain for winterization. We would need to purge system from within the hot box to empty water lines to the rig and the extended inlet manifold.

Additions scope of work

- Visually check transitions from underground to overground at both ends
- Check and perform PM on heat trace on water inlet manifold.
- Check and perform PM on PRV.
- Check and perform PM on emergency hose connection and regulators.
- Issue recommendations for upgrades and recommend repair solutions on this equipment
- Issue quotes and/or part proposals to recommendations
- Perform and/or supervise repairs according to recommendations as authorized by DEN.

Air system

Extended TOP: Air compressor

- Extended from current with underground piping, air compressor, regulator, filter

Additions scope of work

- Yearly check and change oil on air compressor
- Yearly check and change belts on air compressor
- Check and perform PM on filter and regulator on air system
- Yearly leak test system on the extended area
- Visually check transitions from underground to overground at both ends
- Test system function during PM visit
- Issue recommendations for upgrades and recommend repair solutions on this equipment
- Issue quotes and/or part proposals to recommendations
- Perform and/or supervise repairs according to recommendations as authorized by DEN

LP gas system

Extended TOP: Gas farm.

- Extended from current with pipes, valves, regulators and pumps at gas farm, underground piping to rig and connections to rig

Additions scope of work

- Visually inspect condition of gas farm
- Visually check transitions from underground to overground at both ends
- Leak test system yearly on the extended area
- Check and perform PM on automated valves
- Check and perform PM on regulators
- Check and perform PM on LP pumps



- Function check e-stop/quick close
- Lubricate pumps and valve equipment per recommendations.
- Issues recommendations for upgrades and recommend repair solutions on this equipment.
- Issue quotes and/or part proposals to recommendations
- Perform and/or supervise repairs according to recommendations as authorized by DEN.

Not included

- Certification of gastanks, any certification requirements will be handled separately after authorization by DEN and billed separately.
- Nitrogen for leak testing.
- Painting of pipes, tanks and equipment on gas farm.

Nitrogen system

Extended TOP: regulator connection to bottle

- Extended from current with underground piping, regulator

Additions scope of work

- Check regulator
- Visually check transitions from underground to overground at both ends
- Leak test system yearly/connections quarterly on the extended area
- Test system function during PM visit
- Issues recommendations for upgrades and recommend repair solutions on this equipment
- Issue quotes and/or part proposals to recommendations
- Perform and/or supervise repairs according to recommendations as authorized by DEN.

Parts

Additional parts needed to perform the PMs is suggested to be included as a per year package and would consist of

- Grease and oil for lubrication
- Air filters and gaskets for air compressor PM
- Yearly oil change on air compressor
- Filters and gaskets for LP system.
- Belts for LP pump drive.

Attendance

The above extended scope would be incorporated into our current schedule and performed in conjunction with the PM on the Simulation fire trainer.

Attendance for the extended scope will be done in connection with the PM on the Simulation Fire Trainer, we will incorporate the check points from above SOW into PM report with check list and issue one report after each visit together with the PM report from the Simulation fire trainer.

Attendance outside the 4 yearly planned visits will be conducted under same conditions as the service contract, no additional emergency visits are included in this scope, but any remaining emergency visits could be applied to both Simulation Fire Trainer and this extended scope.

Additional unplanned service visits shall be billed according to the Simulation Service Rate Sheet attached. All parts will be billed separately under pre-approval by the Airport.

We will issue a recommended spare parts package after first inspection, to be approved and

We will issue recommendations on marking of tanks and valves after first inspection.

We will issue recommendations on how to isolate the different sections of the gas farm in case of emergency and tag equipment accordingly.

Phone number for emergency contact will be the same as for the PM contract.

Condition

- This is an extension of the scope for the service contract and cannot be effectuated on it own
- Attendance for this work will be performed at the same timeslot as (or in extension of) the PM on the Simulation Fire Trainer.

Exclusion

- Certification of gas tanks/gas farm would be done on need to basis, on request and authorization from DEN, and handled on separate offer.
- Repairs and exchange of parts other than those mentions above will be done on need to basis, on request and authorization from DEN, and handled on separate offer.
- Painting of pipes and tanks on gas farm this will be done on need to basis, on request and authorization from DEN, and handled on separate offer.

Exhibit B**Alpine Metal Tech North America Inc.**

4853 Campbells Run Road
 Pittsburgh, PA 15205 USA
 PH: 412-787-2832, FX: 412-787-7638 E-
 Mail: na@alpinemetaltech.com Web:
www.alpinemetaltech.com



Industry 4.0 ready



3 Year Planned Technical Support and Maintenance Agreement Plus: Year 4 Option and Year 5 Option Denver International Airport Aircraft Fire Simulator

The scope of this quotation includes the following:

The number of visits each year: 4 planned maintenance service visits.

The Schedule of Work to be carried out on each visit is as follows:

Each year Consultant will provide a maximum of 2 "call out" visits consisting of one person on site for one day during normal working hours. The full annual charge out rate will not be reduced should DEN use less than 2 calls. Attached to this quote is the Maintenance Schedule.

Consultant's standard warranty assumes that Denver International Airport operates the system in accordance with the Operating Instructions / Manual and that maintenance is carried out on a quarterly basis from handover and throughout the operator life of the simulator.

Consultant will provide online operator technical support during normal working hours and this will be free of charge.

3 Year Planned Technical Support and Maintenance Agreement Price: \$213,900.00

OPTIONAL

Year 4 Planned Technical Support and Maintenance Agreement Price: \$76,720.00

Year 5 Planned Technical Support and Maintenance Agreement Price: \$76,720.00

Unplanned Service Visits

Any unplanned visits (those visits in addition to the quarterly PPM visits or if a PPM is not in place) shall be billed according to the Simulation Service Rate Sheet attached. All parts will be billed separately under pre-approval by DEN.

Spare Parts

Any spare or replacement parts required will be quoted, approved by DEN and billed separately

Price for the First Amendment's extension of service area for 3 Years: \$102,300.00

OPTIONAL

Optional year 4 extension of service area: \$36,550.00

Optional year 5 extension of service area: \$36,550.00

Alpine Metal Tech North America Inc
753 US Route 30 Unit B, Imperial, PA 15126, United States of America
Tel.: +1 / 412 / 787-2832, Fax: +1 / 412 / 787-7638
E-Mail: na@alpinemetaltech.com



www.alpinemetaltech.com

SIMULATION Service Rates

REGULAR HOURS: (PORTAL TO PORTAL) (4 HOUR MINIMUM)

Project Leader	\$195.00/HOUR
Gas Engineer	\$185.00/HOUR
Level 1 Technician	\$175.00/HOUR
Level 2 Technician	\$165.00/HOUR

(8-HOUR DAY: MONDAY THRU FRIDAY 6 AM TO 8 PM)

OVERTIME HOURS:

Project Leader	\$220.00/HOUR
Gas Engineer	\$205.00/HOUR
Level 1 Technician	\$195.00/HOUR
Level 2 Technician	\$185.00/HOUR

(EXCESS OF 8-HOUR DAY: MONDAY THRU FRIDAY 6 AM TO 8 PM)

NIGHT AND SATURDAY HOURS:

Project Leader	\$240.00/HOUR
Gas Engineer	\$220.00/HOUR
Level 1 Technician	\$210.00/HOUR
Level 2 Technician	\$200.00/HOUR

(MONDAY THRU FRIDAY 8 PM TO 6 AM AND SATURDAY)

SUNDAY AND HOLIDAY HOURS:

Project Leader	\$240.00/HOUR
Gas Engineer	\$220.00/HOUR
Level 1 Technician	\$210.00/HOUR
Level 2 Technician	\$200.00/HOUR

(SUNDAYS AND LEGAL HOLIDAYS)

PER DIEM ACCORDING TO APPLICABLE GSA RATES

(MINIMUM CHARGE \$150/DAY)

MEAL ALLOWANCE† ACCORDING TO APPLICABLE GSA RATES

(MINIMUM CHARGE \$50/DAY) †IF NO OVERNIGHT STAY

MILEAGE (INVOICED PORTAL TO PORTAL) \$0.655/MILE

MINIMUM CHARGE FOR NON-WORKING DAYS REQUIRED TO REMAIN ON SITE

..... \$1,000.00/DAY + PER DIEM

RATES FOR NON-WORKING LEGAL HOLIDAYS REQUIRED TO REMAIN ON SITE

..... TO BE AGREED + PER DIEM

TRAVEL EXPENSES: I.E. RENTAL CAR, AIR TRAVEL, ETC. INVOICED AT COST

Rates Effective 2023-01-01

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Excess/Umbrella Liability**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to

locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk

Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.

11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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