

**AGREEMENT FOR PROFESSIONAL OPERATION, MAINTENANCE, AND REPAIR SERVICES (“SERVICES”)**

**THIS AGREEMENT FOR PROFESSIONAL OPERATION, REPAIR, AND MAINTENANCE SERVICES** (“Agreement”) is made and entered into as of the date stated on City’s signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”), and **THYSSENKRUPP ELEVATOR CORPORATION**, (“TKE” or “Contractor”) (collectively “Parties”) a corporation authorized to do business in Colorado.

**W I T N E S S E T H:**

**WHEREAS**, City owns, operates, and maintains Denver International Airport (“DEN”); and

**WHEREAS**, City desires to obtain conveyance equipment operation, maintenance and repair services for facilities located at Denver International Airport at DEN; and

**WHEREAS**, City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by the Contractor; and

**WHEREAS**, Contractor has submitted a proposal and is qualified and ready, willing and able to perform the services as set forth in this Agreement and,

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

**PART I  
LINE OF AUTHORITY**

The Chief Executive Officer of the Department of Aviation (the “CEO”), her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Senior Vice President of Airport Operations (the “SVP”). The SVP will designate a Conveyance Program Administrator to coordinate Services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Conveyance Program Administrator’s directions.

**PART II  
DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**2.01 SCOPE OF SERVICES**

(A) The Contractor, after it receives a written Notice to Proceed from the SVP, shall furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work described in the attached **Exhibit A “Scope of Work”** which is incorporated herein by reference. The Contractor agrees that all work performed hereunder shall be in accordance with the terms and conditions of the attached Exhibits.

(B) The Contractor shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent service providers who perform work of a similar nature to the work described in this Agreement. Contractor hereby represents to City it will perform its services skillfully, carefully, diligently, and in a first-class manner. Contractor agrees and understands City, in its sole reasonably exercised discretion, shall determine whether services are provided in a first-class manner. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement.

## **2.02 KEY PERSONNEL ASSIGNMENTS**

(A) Personnel Assignments: All key personnel identified in the Contractor's proposal will be assigned by the Contractor or its subcontractors to perform work under this Agreement. The Contractor shall submit to the SVP a list of key personnel who will perform work under this Agreement within thirty days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned. Such personnel must be approved in writing by the SVP or his designee. It is the intent of the parties hereto that all key personnel be engaged to perform their specialty for all such services required by this Agreement and that the Contractor's and the subcontractor's key 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 hereunder. Without limiting the foregoing, the Contractor will not replace its project manager for services under this Agreement without the prior written approval of the SVP.

(B) If the Contractor decides to replace any of its key personnel, it shall notify the SVP in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the SVP or his designee. The SVP or his designee shall respond to the Contractor's written notice regarding replacement of key personnel within fifteen days after the SVP receives the list of key personnel which the Contractor desires to replace.

(C) If the SVP determines during the term of this Agreement that the performance of approved key personnel is not acceptable, he shall notify the Contractor, and he may give the Contractor notice of the period of time which the SVP considers reasonable to correct such performance. If the SVP notifies the Contractor that certain of its key personnel should be reassigned, the Contractor will use its best efforts to obtain adequate substitute personnel within ten days from the date of the SVP's notice.



(D) The Contractor may retain and contract with subcontractors only with the approval of the SVP. No final agreement with any such subcontractor shall be entered into without the prior written consent of the SVP. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided by the subcontractor, the name, address, professional experience and qualifications of the subcontractor and any other information which may be requested by the SVP. Approval of the subcontractor shall not relieve the SVP of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of the agreement.

(E) Because the Contractor's represented qualifications are a consideration to the City in entering into this Agreement, the CEO and SVP both shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the CEO and SVP both shall have the right to limit the number of subcontractors.

(F) The Contractor shall not retain any subcontractor to perform work under this Agreement if the Contractor is aware, after a reasonable written inquiry has been made, that it is connected with the sale or promotion of equipment or material which is or may be used on work related to or following this Agreement, or that any other conflict of interest exists.

### **2.03 STAFF AUGMENTATION**

(A) The Contractor agrees that all personnel provided by it to perform services under this Agreement shall be, and remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. The qualification for certain specific duties have been set forth in writing by the Conveyance Program Administrator. The qualification set out are not intended as limitations on the maximum qualifications for each such position or function. The Conveyance Program Administrator reserves the right to advise the Contractor from time to time of further qualifications required of, and additional types of duties to be performed by, the Contractor's personnel assigned to DEN.

(B) The Contractor shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the SVP.

(C) The City shall provide office space, office furnishing and equipment, telephones, office supplies and tools at DEN for use by the Contractor's personnel in performing most duties under this Agreement. Personnel assignments when DEN will not provide office space and appurtenances will be identified on the task order.

### **2.04 SUBCONTRACTORS**

(A) The Contractor may sublet portions of the Work. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

(B) The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, material men and subcontractors. The Contractor shall make available to each

proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

- (i) Preserve and protect the rights of the City and its funding agencies under the Contract Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and
- (ii) Require that the Subcontractor be bound to the Contractor by the terms of the Contract Documents, that its work be performed in accordance with the requirements of the Contract Documents, and with respect to the work it performs, that it assumes toward the Contractor all the obligations and responsibilities the Contractor assumes toward the City.

## **2.05 APPROVAL OF SUBCONTRACTORS**

(A) All subcontractors that the Contractor expects to perform Work under this Contract must be approved in writing by the SVP (or his authorized representative) before the subcontractor begins work. The SVP may refuse to approve a subcontractor for reasons that include, but are not limited to, the following:

- (i) Default on a contract within the last five (5) years.
- (ii) Default on a contract that required that a surety complete the contract under payment or performance bonds issued by the surety.
- (iii) Debarment within the last five (5) years by a public entity or any organization that has formal debarment proceedings.
- (iv) Significant or repeated violations of Federal Safety Regulations (OSHA).
- (v) Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.
- (vi) Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
- (vii) Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
- (viii) The Subcontractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subcontractor's business.



(B) Before the SVP approves any such subcontractor, the Contractor shall submit to the SVP a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his/her knowledge the problems listed do not exist.

## **2.06 NO CONTRACTUAL RELATIONSHIP**

The City does not intend that this Section or any other provision of this Contract, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its approval of a subcontractor will create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

## **2.07 OWNERSHIP AND DELIVERABLES**

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. Contractor shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

# **PART III TERM AND TERMINATION**

## **3.01 TERM**

The Term of this Agreement shall commence on September 1, 2020 ("Effective Date") and shall terminate August 31, 2023 unless sooner terminated as provided in this Agreement. The Term may be extended for a time period of up to three additional years in increments of one year on the same terms and conditions of the existing agreement. Any extension of the Term shall be memorialized in a writing issued to the Contractor by the SVP. Should for any reason the Term expire prior to the completion by Contractor of any outstanding work, which has previously been authorized, then in the CEO's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

## **3.02 TERMINATION**

(A) The City has the right to terminate this Agreement, in whole or in part, without cause, on thirty (30) days written notice to the Contractor, and with cause on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO or her authorized representative.

(B) If this Agreement is terminated by the Contractor, or if this Agreement is terminated by the City for cause, the Contractor's compensation in such event shall be limited to (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the CEO approves in writing which he/she determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Contractor, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

(C) If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

(D) Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

(E) The Contractor has the right to terminate this contract with cause by giving not less than thirty (30) days prior written notice to the City.

## PART IV COMPENSATION AND PAYMENT

### 4.01 MAXIMUM CONTRACT LIABILITY

(A) Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Sixty Million Eight Hundred Eighty Five Thousand Forty-five Dollars and Zero Cents (\$60,885,045.00)** (the "Maximum Contract Amount").

(B) The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Contractor acknowledges and understands 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 City.

(C) Payment under this Agreement shall be paid from the Airport System Fund. City is not under any obligation to make future encumbrances or appropriations for this Agreement nor

is City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

#### **4.02 PAYMENT SCHEDULE**

Subject to the Maximum Contract Amount set forth in this Agreement, Contractor's fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor will invoice the City on a regular basis in arrears, and the City will pay each invoice in accordance with Denver's Prompt Pay Ordinance, Denver Revised Municipal Code ("D.R.M.C.") § 20-107, et seq., subject to the Maximum Contract Liability set forth above. Contractor understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City's Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Contractor receives prior written approval of the Conveyance Program Administrator and be related to and in furtherance of the purposes of the Contractor's engagement.

#### **4.03 INVOICES**

(A) Payments shall be based upon monthly progress invoices and receipts submitted by Contractor, audited and approved by City and this Section as follows:

- (i) An executive summary and status reports that describe the progress of the services and summarize the work performed during the period covered by the invoice.
- (ii) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Contractor and shall be available for examination by City, at City's request.
- (iii) The amounts shown on the invoices shall comply with and clearly reference the relevant services, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.
- (iv) Contractor shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (v) The signature of an officer of Contractor, along with such officer's certification they have examined the invoice and found it to be correct, shall be included on all invoices.

(B) The Contractor agrees that the City and Contractor may require deletions, additions, or modifications to the personnel listed on the Staffing Plan found in the Scope of Work (Exhibit A). Any changes to the Staffing Plan will be issued, in writing, and signed by the Conveyance Program Administrator. Those staffing changes will not need require an executed Amendment to this agreement.



(C) City reserves the right to reject and not pay any invoice or part thereof where the CEO determines the amount invoiced exceeds the amount owed based upon the work performed. City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under this provision shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. § 5-17.

(D) Carry Over and Carry Back. If Contractor's total fees for any of the services described above are less than the amount budgeted for, the amount by which the budget exceeds the fee may be used, with the written approval of the CEO or their designee, to pay fees for additional and related services rendered by Contractor in any other services if in the CEO or her designee's judgment, such fees are reasonable and appropriate.

(E) Pricing is found in Section G: Exhibit B.

#### **4.04 FEE**

In no event shall the City be liable for any amount in excess of the sum of the Maximum Contract Liability.

### **PART V INSURANCE, INDEMNIFICATION, DISPUTE RESOLUTION, BOND**

#### **5.01 INSURANCE**

(A) Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in City's form of insurance certificate which is attached to this Agreement as *Exhibit C* and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Contractor shall submit to City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Contractor shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

(B) City's acceptance of any submitted insurance certificate is subject to the approval of City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by City's Risk Management Administrator.

(C) Contractor shall comply with all conditions and requirements set forth in the insurance certificate 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, Contractor shall include all subcontracts performing services hereunder as insureds under each

required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subcontractor shall 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 Contractor 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 herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, or employees. Contractor shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor 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 Contractor; (ii) damage, theft, or destruction of Contractor'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, C.R.S., or otherwise available to City and County of Denver, its officers, officials and employees.

## **5.02 DEFENSE & INDEMNIFICATION**

(A) Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

(C) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. 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 Contractor under the terms of this indemnification obligation. The Contractor 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.

### **5.03 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 Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

### **5.04 SURETY BONDS:**

(A) Payment and Performance Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Million Dollars and Zero Cents (\$1,000,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with this Agreement and pay all debts incurred in performing the services required hereunder. The Surety named in the Bond must be authorized to do business in the State of Colorado.

(B) The Contractor's Payment and Performance Bond must either be renewed annually by the Surety named in the Bond or be replaced with an identical Bond covering the subsequent year of the contract issued by another Surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the Surety at least forty-five days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least forty-five days before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend this Agreement for up to three additional one-year periods at the same prices, terms and conditions pursuant to Section 4 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Bond or an identical Bond from another Surety that is acceptable to the City. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

(C) The only acceptable alternative to a Payment and Performance Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution in form acceptable to the City and County of Denver in the amount One Million Dollars and Zero Cents (\$1,000,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year



extensions of the Contract shall be as set out above with respect to the Payment and Performance Bond.

(D) The form of Payment and Performance Bond attached hereto as Exhibit D and incorporated herein by reference must be used by the Contractor and its surety. Attorneys-in-Fact who sign bonds must file with such bonds a certified copy of their Power-of-Attorney to sign such bonds that is certified to include the date of the Bond.

## **PART VI GENERAL TERMS AND CONDITIONS**

### **6.01 STATUS OF CONTRACTOR**

It is agreed and understood by and between the parties hereto that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional operation, maintenance, and repair or technical services for limited periods of time as described in §9.1.1(E)(x) of the Charter of City and County of Denver, and it is not intended, nor shall it be construed, Contractor or its personnel are employees or officers of City under D.R.M.C. Chapter 18 for any purpose whatsoever.

### **6.02 ASSIGNMENT**

Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Conveyance Program Administrator. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Conveyance Program Administrator, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Conveyance Program Administrator.

### **6.03 COMPLIANCE WITH ALL LAWS AND REGULATIONS**

All of the work performed under this Agreement by Contractor shall comply with all existing and future applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of City and County of Denver.

### **6.04 COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS**

(A) Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

(B) Contractor further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Article V, Section I, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

## **6.05 NOTICES**

(A) 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 Contractor to:

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

And by City to:

Thyssenkrupp Elevator Corporation  
7367 S. Revere Pkwy, Unit 2A  
Centennial, Colorado 80112

Attn: Jacob Erwin

(B) Said notices shall be delivered personally during normal business hours to the appropriate office above 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.

## **6.06 RIGHTS AND REMEDIES NOT WAIVED**

In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenant or default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to City with respect to such breach or default; and no

assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

#### **6.07 NO THIRD-PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of City and Contractor that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

#### **6.08 SEVERABILITY**

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

#### **6.09 NONEXCLUSIVE CONTRACT**

This is a non-exclusive Contractual Agreement. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements.

#### **6.10 GOVERNING LAW; BOND ORDINANCES; 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.

(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.

#### **6.11 COOPERATION WITH OTHER CONTRACTORS**

(A) The City may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and shall fit his own work to that provided under their contracts.

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



## **6.12 INUREMENT**

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

## **PART VII STANDARD CITY PROVISIONS**

### **7.01 DIVERSITY AND INCLUSIVENESS**

(A) 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.

(B) The Contractor is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

### **7.02 MINORITY/WOMEN BUSINESS ENTERPRISES**

Contractor may be subject to the City's ordinance, D.R.M.C. Chapter 28, Article III ("MBE/WBE Ordinance") which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of the City-owned facilities. The goal for this Agreement is 0%. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-contractors and sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of Contractor to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded 0%, for the duration of this Agreement, unless the City initiates a material alteration to the Scope of Work.

### **7.03 CITY'S NON-DISCRIMINATION POLICY**

In connection with the performance of Services under this Agreement, Contractor 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. Contractor further agrees to insert the foregoing provision in all subcontracts hereunder

### **7.04 PREVAILING WAGE**

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

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

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

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

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

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

## **7.05 ADVERTISING AND PUBLIC DISCLOSURES**

Contractor 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 Conveyance Program Administrator. 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 CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's use of this contract and its component parts in GSA form 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.

## **7.06 COLORADO OPEN RECORDS ACT**

(A) Contractor acknowledges that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 et seq., and Contractor 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 Contractor 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 Contractor to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Contractor agrees that any disclosure of information by City consistent with the provisions of the 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 Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor 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, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor'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.

#### **7.07 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 Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

(B) Contractor agrees until the expiration of three (3) years after the final payment under 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 Contractor 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.

#### **7.08 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**

Contractor 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 Contractor from City facilities or participating in City operations.

#### **7.09 CITY SMOKING POLICY**



Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

## **7.10 CONFLICT OF INTEREST**

(A) Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interest of any party with whom Contractor has a contractual arrangement, in conflict with those of City. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict.

(B) Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to City.

## **7.11 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT**

(A) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.

(B) The Contractor certifies that:

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

(C) The Contractor also agrees and represents that:

- (i). It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- (ii). It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (iii). 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.
- (iv). It is not 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.
- (v). 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 Contractor will also 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 subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
- (vi). It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or City Auditor under authority of D.R.M.C. §20-90.3.

## **7.12 FUNDING SOURCE**

Payment under this Agreement shall be paid from funds of the City and County of Denver Airport System Fund and from no other fund or source.

## **7.13 FORCE MAJEURE**

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

## **7.14 PAYMENT OF CITY MINIMUM WAGE**



Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that they are aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

#### **7.15 COORDINATION AND LIAISON**

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

#### **7.16 CITY REVIEW OF PROCEDURES**

The Contractor agrees that the City's Auditor, the CEO, the Conveyance Program Administrator, or any of the CEO's duly authorized representatives, until the expiration of three (3) years after the termination of this Agreement, shall have the right, at any reasonable time and at its own expense, to have access to and the right to examine any books, documents, papers and records of the Contractor pertinent to this Agreement.

#### **7.17 NO AUTHORITY TO BIND CITY TO CONTRACTS**

The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City's charter and ordinances.

#### **7.18 INFORMATION FURNISHED BY CITY**

The City will furnish to the Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by the Contractor under this Contract. Both parties will make good faith efforts to ensure the accuracy of information provided to the other party; however, the Contractor understands and acknowledges that the information provided by the City to the Contractor may contain unintended inaccuracies. The Contractor shall be responsible for the verification of the information provided to the Contractor.

#### **7.19 TAXES AND COSTS**

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

#### **7.20 ENVIRONMENTAL REQUIREMENTS**



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

- (i). For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.
- (ii). Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.
- (iii). Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.
- (iv). In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

## **PART VIII STANDARD FEDERAL PROVISIONS**

### **8.01 SENSITIVE SECURITY INFORMATION**

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information ("SSP"), as material is described in federal regulations, 49 C.F.R. part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations specifically, 49 C.F.R. Parts 15 and 1520.

Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN's Security Office.

## **8.02 DEN SECURITY**

(A) Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Contractor 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. Payment will be due 30 days from notification by DEN after resolution of fine amount between the Airport and the FAA and/or TSA. Any fines and fees assessed will be deducted directly from the invoice for that billing period.

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

## **8.03 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.

## **PART IX CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

This agreement consists of Articles I through X which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	Pricing
Exhibit C:	Certificate of Insurance
Exhibit D:	Performance Bond
Exhibit F:	Prevailing Wages

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

- Appendix
- Articles I through X hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit F

## **PART X CITY EXECUTION OF AGREEMENT**

### **10.1 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 two or more 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.

### **10.2 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

Contractor 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 FOLLOW]**



**Contract Control Number:** PLANE-201951611-00  
**Contractor Name:** THYSSENKRUPP ELEVATOR CORPORATION

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-201951611-00  
THYSSENKRUPP ELEVATOR CORPORATION

By: DocuSigned by:  
*Lee Blevins*  
C0B35B8BA3A74DB...

Name: Lee Blevins  
(please print)

Title: Regional President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## SECTION A: General Overview

### 1. INTRODUCTION

- 1.1. This document provides the Contractor with the performance specifications, criteria, minimal functional requirements, and the minimum standards of quality for the Service, Operations and Maintenance (O&M) of the Conveyances at Denver International Airport (the Airport), Elevators, Escalators, Power Walks and Dumb Waiters
- 1.2. The Contractor shall perform service and maintenance on the conveyances to the highest standard on a predictive, preventive, and corrective maintenance basis to maximize the uptime availability for the Airport.

### 2. ACRONYMS AND DEFINITIONS

#### Maintenance Control Center:

The Maintenance Control Center (MCC) Receives calls, issues work orders, and disseminates information to maintenance personnel and contractors to address issues in an efficient manner.

#### Emergency:

Emergency trouble calls (broken glass, slip and falls and the Plaza Escalator shut downs) require a ten-minute response time for the mechanics as a performance measure. Due to the length of the escalator units on the Plaza, a shutdown is considered an emergency trouble call. These units are critical to remain running for the operation of the Airport and require a 10-minute re-start response time.

#### CEO:

City and County of Denver Department of Aviation Chief Executive Officer (hereinafter referred to as the "CEO").

#### Contract Administration:

The CEO of Denver International Airport or his/her designee or successor in function authorizes all work performed under this Agreement. The CEO hereby delegates his/her authority over the work described herein to the Senior Vice President of Airport Operations hereinafter referred to as "Senior Vice President, "or "SVP" as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Senior Vice President's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Conveyance Administrator. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Conveyance Administrator. The CEO and the Senior Vice President may rescind or amend any such designation of representatives or delegation of authority and the Senior Vice President may from time to time designate a different individual to act as the Conveyance Administrator upon notice to the Contractor.

#### Conveyance Administrator:

The SVP's designated conveyance administrator responsible for ensuring oversight and compliance of the elevator, escalator and power walk and dumb waiter repair, maintenance and operation services. The Conveyance Administrator is knowledgeable of all local, state, and federal codes, and assists with contract administration duties that include payment, monitoring of progress, inspection



and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.

**Contract Compliance Group:**

The SVP's designated employees, hereinafter referred to as Contract Compliance Coordinators "CCC", that have the authority and responsibility to maintain the overall compliance of the Conveyance Maintenance Services Contract. The Contract Compliance Group will implement management actions to assure full compliance with all the terms and conditions contained within the Contract document, including price. Contract Compliance Group activities include payment verification, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.

**Contractor Site Manager:**

The Contractor's designated individual within the firm to administer the DEN Conveyance Equipment Maintenance and Operation Services Contract.

**Contractor Assistant Site Manager:**

The Contractor's designated individual to assist the Contractor's Site Manager with the administration of the DEN Conveyance Equipment Maintenance and Operation Services Contract.

**Shift Foreman:**

The Contractor's designated individual within the firm to supervise front-line personnel as well as duties performed during the shifts as specified the DEN Conveyance Equipment Maintenance and Operation Services Contract.

**Associate Superintendent:**

The Contractor's designated individual that administers the company safety program and training. Schedules repairs and reviews manpowers needs. Assists Mechanics and Helpers with jobs, to include trouble shooting and providing on-the-job training. Supervises Mechanics and Helpers and performs job site audits. Monitors repair job status, efficiencies and completion. Ensures DENs Maximo data is entered timely and accurately.

**Hourly Labor Rate:**

Labor rate to be billed for items not covered in the scope of work.

**Repair Crew:**

Two or more people organized to work together; at least one member of the team shall be a Certified Conveyance Mechanic.

**Corrective Maintenance (CM):**

Corrective Maintenance (repair/replace) rectifies a pending or existing asset failure that was found during the execution of scheduled preventative maintenance check or service call. Corrective Maintenance repairs can be also be identified during routine and third-party inspections.

**Predictive Maintenance (PM):**

Predictive Maintenance (technical analysis) techniques that provide early indication of impending failure.

**Preventative Maintenance (PDM):**

Preventive Maintenance is time-based conveyance servicing that occurs on a pre-determined schedule. Tasks may include but are not limited to inspection, cleaning, lubrication, etc. Tasks and frequencies will be tracked in checklists that will be located in all mechanical rooms.

**Conitnuous Repairs:** In the event that a repair takes more time than the shift allows, the repair will continue into the next shift(s) to ensure the repair is seen to final completion.

**Key Performance Indicator (KPI):**

A quantifiable measure used to evaluate the Contractors performance in meeting objectives for performance.

**Service Call (SC):**

The Maintenance Control Center (MCC) Dispatch Service Calls (emergency/priority maintenance/restarts) for repairs or damage.

**Scheduled Maintenance:**

Equipment repairs executed proactively count as maintenance, not as downtime. Scheduled Maintenance is defined as parts and personnel are available and on hand for continuous repair; scheduling of the repairs is coordinated with the Contractor and the City (DEN) prior to unit failure.

**Vandalism, Misuse, and Abuse:**

Equipment shutdowns clearly and objectively caused by outside events such as vandalism, misuse, abuse, water damage, non-elevator security systems, life safety systems or other items unrelated to vertical transportation equipment failure or performance of Contractor will not be counted against the Contractors uptime measurements regardless of whether or not the work is billed to DEN under provisions of the contract.

**3. ACCESS TO PREMISES**

The Contractor shall not permit any individual to have keys for access to locked rooms designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the City's interest, and that the individual(s) is authorized to be admitted in accordance with applicable orders, rules, regulations and instructions.

**4. ACCIDENT REPORTING**

The Contractor shall promptly (within 10 minutes) notify the Maintenance Control Center (MCC) and the Conveyance Administrator of any accidents involving bodily injury to workers, building occupants, passengers, or other persons. Notification to the Conveyance Administrator shall be made in writing within 12 hours on forms developed by the contractor and approved by the Conveyance Administrator for this purpose.

**5. BUSINESS OFFICE**

The City will provide, at no expense to the Contractor, office space, storage space and utilities as reasonably necessary for the performance of the Contractor's duties at the Denver International Airport facility. These offices will include, at a minimum, the following facilities:

- Business offices suitable for the management of the contract.
- Storage rooms as needed by the Contractor.
- Equipment repair facility.



- The Contractor will be responsible for cleaning City provided office space.

## **6. THE CONTRACTOR'S ACCESS**

Access routes, entrance gates or doors, parking and storage areas, etc. and any imposed time limitations shall be designated by the Contract Administration and/or Conveyance Administrator. The Contractor shall conduct all operations in strict observation of the access routes and other areas established as described above. Under no circumstances shall any of the Contractor's personnel, vehicles or equipment enter or move upon any area not authorized by the Contract Administration/ Conveyance Administrator for access by the Contractor.

## **7. EXCLUSIVE PERFORMANCE**

Neither the Contractor nor any of his employees shall perform any work at the Airport other than that work which is defined herein. Specific exceptions to the provisions of this paragraph may be permitted by the CEO or his/her designee in function when such permission is obtained in writing. All employees working under this contract must be assigned as on-site full-time employees exclusive to this contract.

## **8. EXISTING UTILITIES AND STRUCTURES**

The Contractor shall adequately protect the work areas, Airport property, adjacent property and all persons.

8.1. In the event of damage to facilities not resulting from Contractor's operations, the Contractor shall take timely steps to notify the Contract Administration/ Conveyance Administrator of damage to the facilities to adequately protect all persons. In the event of damage to facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the Conveyance Administrator and subsequently repair or restore all services to the satisfactory approval of the Conveyance Administrator.

8.2. All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for all claims resulting from the damage.

## **9. HOLIDAYS**

The Contractor shall be aware that the Airport operates 365 days a year. The Contractor shall staff all areas during International Union of Elevator Constructors (IUEC), and City observed holidays, the City will not reimburse to the Contractor any overtime or holiday pay.

## **10. NEEDED REPAIRS**

The Contractor's Site Manager or Assistant Site Manager shall promptly notify the Contract Administration and/or Conveyance Administrator of needed repairs and/or damage to fixtures, buildings, and appurtenances.

## **11. NON-WAIVER**

Failure of Contract Administration and/or the Conveyance Administrator during the progress of the Contract to discover or reject unacceptable work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, nor a waiver of the City's right to a proper execution of the Contract or any part of it by the Contractor.



## **12. STORAGE SPACE**

The Contractor shall store its supplies, materials and equipment in storage areas designated by the Airport. Space in the Airport facility furnished to the Contractor as storage or supply space must be cleaned and maintained by the Contractor to the approval of the Contract Administration and/or Conveyance Administrator. The Contractor agrees to keep these areas neat and clean at all times and to comply with applicable fire, safety and security regulations.

## **13. COMMUNICATION SERVICE**

The Contractor will provide its own communication services, to include but not limited to telephone lines, radios, and mobile phones.

## **14. TRAINING**

- 14.1. The Contractor shall submit a detailed training plan for acceptance by the City thirty (30) days prior to commencement of operations. The Contractor shall resubmit the training plan whenever the plan is materially altered.
- 14.2. The Contractor shall provide all employees, used in the performance of work under this Contract, with adequate training to perform the work competently as defined in the scope of work, objectives and expectations. The Contractor will be required to have training for all employees.
- 14.3. At its option, the City may elect to provide the Contractor with training materials for presentation by the Contractor to his/her employees performing work under this Contract. The Contractor shall allocate annually, time on an as needed basis for completion of City training material. These materials shall remain the sole and exclusive property of the City and shall not be removed.
- 14.4. The Contractor shall maintain a training record for each employee. The training record shall show as a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to Contract Administration and/or Conveyance Administrator upon request. Contract Administration may, from time to time, monitor the conduct and content of such training classes.

## **15. PERFORMANCE OF THE WORK**

If, in the judgment of Contract Administration and/or the Conveyance Administrator, the Contractor's work methods are not adequate to assure completion of the work per the allotted schedule, Contract Administration and/or the Conveyance Administrator may direct the Contractor, at no additional cost to the City, to revise its work schedule to ensure completion of the work.

## **16. BADGING AND SECURITY ASSOCIATED COSTS**

The Contractor shall be responsible for all costs relating to the security check and the preparation of identification badges for each employee.

## **17. UNIFORMS**

- a. The Contractor shall furnish their employees with a uniform to standards accepted by the City including potential Airport branding and logos. The Contractor shall submit information pertaining to uniforms to the City for approval no later than 30 days after notice to proceed (NTP) and whenever the Contractor intends to materially alter uniforms.
- b. The Contractor shall enforce a reasonable level of dress code ensuring that all employees present a

neat, clean, and orderly appearance at all times while at the Airport.

- c. The Contractor shall abide by Uniform Standardization processes and procedures established by the City.
- d. Contractor employees are required to maintain a professional appearance while on duty at DEN. Hair shall be neatly groomed and not of an unnatural color. Facial Hair shall be neatly groomed and not of an unnatural color. Obscene or inappropriate tattoos must be covered and kept from public view. Contractor employees are required to maintain a level of personal hygiene that is not intrusive to customers, passengers or fellow employees.

**[End of Page]**

## SECTION B: SCOPE OF WORK

### 1. WORK TO BE PERFORMED

- 1.1 The Contractor shall provide all of the labor, personnel, material, spare parts, replacement parts and components, tools, equipment, lubricants and supplies needed to perform full and complete preventive maintenance, predictive maintenance, corrective maintenance, service, repair, inspection and testing of every type and description on the City's elevators, escalators, power walks, dumb waiters, associated systems i.e. supervisory controller, door controller, position indicators, etc. other technology installed on units, and equipment to assure that they shall operate in a safe and reliable condition at all times, regardless of any pre-existing conditions. This Scope of Work includes but is not limited to: refinishing, repairing or replacement of car enclosures, gates and/or doors, hoistway enclosures, hoistway lighting (including bulb replacement), rail alignment, hoistway doors, door frames and sill, hoistway gates, car lighting (including bulb replacement), door audible signals, power feeders from the electrical disconnect to the equipment controller, switches, their wiring and fusing, cab phones, balustrades, trim moldings, skirt panels, anti-slide devices, brushes, guards, yellow comb plates, vandalism, elevator pit pumping (and/or any pit pumping related to Conveyance equipment), placement of way finding signs provided by DEN when needed or upon request by DEN, and assist building maintenance personnel when needed for conveyance related repairs. DEN is committed to the safety of all users of the conveyance equipment at the Airport. DEN may at times install wayfinding and warning graphics on moving walkways, escalators and elevators. The Contractor will be responsible for removing and replacing any damaged safety graphics.
- 1.2 The contractor will ensure all scheduled maintenance will be coordinated around airport traffic patterns (goal to schedule during off peak times) to allow minimal disturbance to passenger traffic flow and airport operations. The Contractor should provide the City at least two weeks advance notice of scheduled maintenance to ensure proper coordination. Should the Contractor not be allowed to provide the scheduled maintenance within two weeks' time, and the unit fails outside of the two-week window, the downtime incurred will not count against the Contractor. If the unit fails within the two-week window, the downtime will count against the contractor.
- 1.3 The City shall be fiscally responsible for occurrences of vandalism, misuse and/or abuse (intentional acts by others that damage conveyances) which cost above and beyond ten thousand dollars (\$10,000) per occurrence. The first \$10,000 cost of damages shall be paid by the Contractor. The Contractor shall consult with the City on any repairs under this section which were caused by an intentional act and that will cost (in the Contractor's estimation) over \$10,000 before undertaking the repair. The fiscal amount will be determined by adding material cost and the contract wage rate for additional personal, for outside of scope work, for the time needed to resolve the damage. The hourly rate is located in Section G: Exhibit B, Item #2. It shall be noted that the City's obligations for contributing payments in repairs shall only apply to intentional acts and not repairs/replacements/etc. due to normal wear and tear. All figures in U.S. dollars. Incidents shall be documented by the Contractor with photographs and statements. Documentation (photos, statements, etc.) shall be sent within 24 hours of the incident to the Contract Administration and or Conveyance Administrator. Contractor shall work with the City on any matter that proceeds to a claim/litigation against a 3rd party for City property damage.
- 1.4 The Contractor will be required to make all restarts and/or repairs necessitated by fluctuations in the DEN AC power systems. If the fluctuation is site-wide (the entire Airport, Main Terminal, A Concourse, B Concourse and C Concourse), or extreme variations in the machine room temperature the Contractor may, with consent from the City, bill at hourly labor rates or US



Communities labor rates, whichever is less, for repairs resulting from a site-wide AC power system fluctuation. Other than site-wide AC power system fluctuations the City will not accept any charges for any of the items listed above.

- 1.5 **Items not included in the Scope of Work:** Installation of new escalator safety demarcation lines (painted yellow), project construction, renovation and refurbishing of hydraulic cylinders, underground piping, power generators, finished flooring, and any upgrading of the lighting system including framing, or any equipment upgrades required by code are not a part of this contract. Unless repairs are required because of something that was done by the Contractor.
- 1.6 These services shall be provided by on-site contract personnel- exclusive to this contract, twenty-four (24) hours per day and three hundred sixty-five (365) days per year including adjustments for leap year. The Contractor may bring in personnel from other sites to meet Key Performance Indicators as needed at no additional cost to the City.
- 1.7 The Contractor shall respond to emergency entrapments and trouble calls (broken glass, slip and falls, equipment failure – excluding restarts) within ten (10) minutes after being contacted by the Maintenance Control Center. The Contractor must report to the MCC that they have arrived on site. Failure to report arrival time will be classified as failure to respond within 10 minutes.

## 2. OBJECTIVES AND EXPECTATION

- 2.1 The Contractor shall provide elevator, escalator, power walk, dumb waiter, and associated systems (equipment) maintenance and operations services that result in safe conveyances that eliminate the risk of accidents/injuries due to inadequate or faulty maintenance, service, testing or repair at all times.
- 2.2 All safety tests and required inspections of the equipment shall meet the applicable codes, laws and regulations throughout the contract term.

Please Note: The Contractor shall be expected to have conveyance personnel ready and available to assist and make applicable repairs as needed while working with an independent 3<sup>rd</sup> party conveyance inspection company performing all annual, and 5-year inspections and/or independent condition assessments. This typically takes place, but not limited to the hours of 10:00 PM-6:30 AM, generally during the months of April through November-**this schedule is subject to change based on need to maintain current certificates of operation** (the deadline completion date for inspections is the week before the Thanksgiving Holiday of each year not to exceed the expiration date of the certificate of operation)

- 2.3 The Contractor shall conform to all DEN security procedures, rules and regulations and shall cooperate with DEN, Law Enforcement and the US Transportation Security Administration (TSA) security personnel.
- 2.4 The Contractor shall be responsible for providing safe, cost effective, and high-quality services using qualified and properly trained technicians.
- 2.5 All the employees, subcontractors, and agents of the Contractor shall conduct their activities and services in a professional and customer-service-focused manner throughout the term of this contract.
- 2.6 The Contractor shall be required to provide a checklist for each elevator in its elevator machine room. This checklist shall be marked with the date, item, and initialed by the assigned technician.
- 2.7 The Contractor shall respond to emergency and trouble calls (broken glass, slip and falls,

equipment failure) within ten (10) minutes of being dispatched by the Maintenance Control Center Equipment. Restarts are not considered an emergency, unless it is required at the outdoor Plaza escalators. The Contractor will notify the MCC upon their arrival at the equipment location. This will be accomplished by utilizing a handheld radio or phone call or another device. Please note: The Contractor may be subject to multiple deductions for repeated entrapment or equipment failure calls on the same Conveyance Unit. Repeated entrapment or equipment failure calls due to site wide power issues are exempt in Performance Measure B. The responding technician shall notify the MCC upon arrival and upon completion of service and/or provide an estimated time to restore service.

- 2.8 The Contractor shall provide access to and accompany window washing personnel to glass elevator hoistway's and elevator cars as requested by the City; at no additional cost to the City.
- 2.9 The elevators, escalators, power walks, and dumb waiters included in this contract shall be kept in operating condition, as defined in performance measure (B). All units shall be serviced and maintained to the same speed, safety, and efficiency as specified and designed by the original equipment manufacturer or as may have been modified in accordance with applicable codes, laws and regulations prior to and throughout the contract term.
- 2.10 Where conditions, requirements, statements or clauses are repeated herein it shall be understood as a point of additional emphasis or as a further qualification and shall not be construed as contradicting or omitting any other part of the conditions, requirements or provisions of this contract.
- 2.11 The Airport elevators, escalators, and power walks vary by manufacturer, model, age, size and performance characteristics and are subject to intense use in operating times and passenger loads which most properties and equipment do not experience. Consequently, the elevators, escalators, power walks, dumb waiters, associated systems and equipment included in this contract require a significantly higher degree of preventative maintenance, service, repair, inspection, and testing than typical commercial installations. The full contract requirements and obligations shall always be performed by the Contractor at all times, including equipment safety standards, reliability and availability. Heavy maintenance shall be scheduled at night if possible, to minimize the impact on passenger traffic flow. ***Work in progress shall remain continuous and be passed on from shift to shift to minimize down time.***
- 2.12 The Contractor will be responsible for providing safe, cost effective, and high-quality services. This shall be done by the Contractor using qualified and properly trained employees that shall carry out the responsibilities under this contract which he/she performs as an independent contractor for the City. The Contractor shall agree to effectuate the contract services and work continuously and diligently and no charges or claims for losses or damages shall be made by the Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services and work specified in this contract with the sole exception of **Section B: Scope of Work, lines items 1.2 and 1.5.**
- 2.13 Impedance & Coordination Activities: DEN will limit impedance activities to 15 hours or less each week and provide TKE 48 hours' notice of such activities as not to affect maintenance and repair operations. Conveyance activities include but are not limited to coordinating with other trades for surveys, security and communications interface, HVAC, life safety and movement of construction equipment, etc. If 48 hours notification is not provided, time spent for such activities will be billable to the requesting agency. The responsibility to notify the requesting agency of billable time will fall on the Conveyance Administrator or coordinating individual.



**2.14 Additions and Reductions to the Number of Conveyance Units Under Pricing (Exhibit B)**

- a. The Contractor shall provide as part of their bid, pricing (fixed rates for the duration of the Contract) to service and maintain additional conveyance equipment. Prices should be specified per type of unit. The additional units will be new and could be due to new building, building expansion or renovation projects.
- b. The Contractor shall provide as part of their bid, pricing to remove or deduct conveyance equipment out of service for periods of time longer than 30 days, not related to maintenance repairs. Prices should be specified per type of unit. Price reduction shall be consistent with figures in Exhibit B.

**3. SERVICE AND MAINTENANCE TRACKING**

- 3.1 The Contractor shall be required to utilize DEN's Computerized Maintenance Management System (Maximo or any future replacement system) to log all work activity as outlined in the standard performance measures, including but not limited to PM scheduling, CM scheduling, repairs, emergency calls, restarts, corrective maintenance, predictive maintenance, etc. This will be accomplished by using: a mobile device or computer provided by the contractor for each technician, the City may provide a computer for the contractor's on-site office. Performance Measures are listed in Appendix II.
- 3.2 The assigned technician shall input the following, but not limited, to work order items: Actual time spent for the repair, log notes including details of the repair made, materials used, associated cost, parts replaced, modifications made, failure codes, and work flow to City supervisor for review. The City may change or add required items to Maximo.
- 3.3 If equipment must be taken out of service the Contractor is responsible for keeping the MCC informed, daily - at least one update per shift, as to the status of repairs and/or any time waiting for materials. If the unit is going to be down more than 24hrs, the contractor will provide documentation explaining why unit is down.
- 3.4 Contractor shall provide read only access and provide reports upon request for any secondary internal computer maintenance tracking system.

**4. QUALITY CONTROL**

- 4.1 Contractor shall develop, implement, and maintain a Quality Control Program that will assure to the City that the Conveyance Operation & Maintenance Services are in accordance with the highest standards in the industry and the Contractor adheres to the provisions of this Agreement at all times. The Contractor's QC Program, at a minimum, must include the following:
  - a. The QC Program should include an inspection plan that must specify areas to be inspected on a scheduled or unscheduled basis, frequency of inspection, and titles of Contractor's personnel who will be performing the inspections.
  - b. The inspection plan must specify the type and number of inspections to be conducted, and the types of deficiencies to be targeted.
  - c. Deficiency Prevention- Contractor shall establish a method to identify and correct deficiencies (and their cause) in order to improve the quality of service before the level of performance is impaired.
  - d. All deficiencies identified through an inspection require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the



corrective action(s) taken within ten (10) days of receipt of report unless otherwise authorized by the City.

## **5. REPORTING**

### **General**

- a) The Contractor shall maintain an accurate, real time record keeping policy so that information regarding the operation, performance and reliability of the conveyances at DEN can be readily and easily identified and reported.
- b) The Contractor shall utilize consistent naming convention, that are approved by the City, for all reports.
- c) As a minimum, the Contractor shall provide to the City all of the reports listed in this specification. The City at its sole discretion can increase the amount and type of required reports. All reports shall be dated appropriately to identify when the report was issued to the City.
- d) The Contractor shall provide a daily progress report of any inspection performed by the 3<sup>rd</sup> party inspection company.

### **5.1 Daily Pass-Down Reports**

- a) The Contractor will provide a Pass-Down report at the end of each working shift. The Pass-Down report will detail the following items as a minimum:
  - 1. Detailed list of all non-operational equipment.
  - 2. Maintenance quantity scheduled vs quantity completed for each category (PM, PDM, and CM).
  - 3. All unscheduled maintenance (Service Calls).

### **5.2 Weekly Reports**

- a) Weekly reports shall be issued no later than 12:00 PM on the day prior to the scheduled weekly meeting or 12:00 PM of the next business day should the scheduled day be a non-working day.
- b) The Contractor will provide to the City a weekly PM Schedule on Friday no later than 4:00 PM for the following week.
- c) The Contractor will provide a weekly O&M Performance Report with the following items as a minimum:
  - 1. A complete list of all corrective maintenance (CM) performed in the past week.
  - 2. A complete list of all outstanding maintenance (PM, PDM, CM).
  - 3. A complete list of all spare parts not in stock. Identify estimated delivery schedule by item.
  - 4. A complete list of (each employee) of all training scheduled and performed.

### **5.3 Monthly Reports**

- a) Monthly reports shall be issued no later than 12:00 PM on or before the fifth day of the Month or 12:00 PM of the next business day should the fifth day of the month be a non-working day.

- b) The Contractor will provide a detailed Equipment Report of all equipment rebuilt or refurbished indicating the following minimum information:
1. Who performed the work (Contractor, Sub-Contractor).
  2. Date when the work was complete/returned to site.
  3. Location from where the component was removed.
  4. Description of the component/assembly.
  5. Date when the item was removed from service.
- c) The Contractor will provide a Monthly Staffing Allocation Report with the following information:
1. Staffing count by position per shift.
  2. Total hours worked by position per shift.
  3. This report may be requested on demand.
- d) The Contractor will provide a Monthly Failure Analysis Report (FAR Report). The FAR Report will summarize the final findings related to the units which performed at less than the 99% performance standard. The FAR Report will include the following information at a minimum:
1. Unit number (identifier)
  2. Monthly uptime
  3. Corrective Action Taken
  4. Final Finding

## 6. Spare Parts

### General

The Contractor shall provide and maintain spare parts, ensuring components used to service and maintain the elevators, escalators, power walks, and dumb waiters are promptly replaced to ensure adequate spare parts are always on hand for timely replacement of parts. The Contractor shall be responsible for procurement and management of any spare parts in order to properly service and maintain and operate the elevators, escalators, power walks, and dumb waiters. If all spare parts are exhausted in time of need that prevents the operation of the elevators, escalators, power walks, and dumb waiters or parts of the elevators, escalators, power walks, and dumb waiters, the Contractor shall be liable for any additional costs incurred as the result of expedited shipping and other costs to the City. The Contractor will provide and maintain a spare parts inventory consistent with the spare parts list provided in the Contractor's proposal response. The City shall be immediately notified of any spare parts inventory deviations. The Contractor shall ensure that spare parts are stored in designated spare parts storage areas and, are stored in an efficient and logical manner so that spare parts can be easily obtained, minimizing time required to identify location and obtain replacement components.

- 6.1 All spare parts, materials, equipment and consumables shall be kept in locked, secured areas under the control of the Contractor. The Contractor shall develop and implement methods to prevent waste, theft, breakage or misuse of Spare Parts, materials, equipment and consumables.
- 6.2 The Contractor shall service and maintain an inventory system, which shall include listings, sources, prices, and required quantities, reorder points for all spare parts, materials, equipment and consumables. The inventory system shall provide means to track orders and shipments prior to receipt. This inventory system shall be provided to Contract Administration/ the Conveyance Administrator as a report within five days from request.
- 6.3 The Contractor shall perform bi-annual audits and reconcile all spare parts. Inventory shall be

reconciled for stock levels against the inventory system. A written audit report shall be provided to the City following audits for review containing the following.

1. When the audit was performed
2. Who performed the Audit?
3. Ending stock quantity
4. Actual stock quantity on hand
5. Adjustment quantity
6. Adjustment value

6.4 The City reserves the right to perform its own audits of the inventory stock levels in conjunction with the Contractors participation at any time and frequency throughout the terms of the Contract.

6.5 The Contractor is responsible for identifying stock level requirements and adjustments to the stock levels to ensure the spares inventory is adequate for elevator, escalator, power walk, and dumb waiter operations and maintenance. The Contractor shall notify in writing to the City a breakdown of the requested changes along with an explanation based on factual trends of parts usage and lead time for replenishment to support the request. The City reserves the right to change stock levels in coordination with the Contractor to meet required service levels. The Contractor will cover all costs associated with increased parts inventory.

6.6 The Contractor Shall provide to the City Monthly Inventory Reports, for parts on hand and parts used during previous months repairs.

**6.7 Equipment under Warranty**

- a. Spare parts for equipment under Original Equipment Manufacturer’s warranty shall be provided to the Contractor by the appropriate manufacturer. If the manufacturer does not promptly supply the required spare parts under warranty, the Contractor shall provide such spare parts as though the warranty has expired.
- b. The Contractor is required to track the warranty status of all elevator, escalator, power walk, and dumb waiter equipment throughout the term of the contract. The Contractor shall work with the supplier to ensure that failed components/ assemblies are promptly replenished.
- c. The Contractor shall ensure that failed components/assemblies are properly identified and reported to the supplier to ensure that any failed equipment is properly replaced during the warranty period.
- d. The Contractor shall properly track all time and materials used in the repair of equipment under warranty and make such records available to the City upon request.

**6.8 Consumables**

The Contractor shall be responsible for all consumables.

It is recommended that the contractor keep an adequate supply of consumables on site to perform all maintenance of not less than one month’s usage including, but not limited to;

1. Miscellaneous and consumable items
2. Rags/absorbent materials
3. Oil and lubricants
4. Cleaning chemicals and supplies
5. Air filters, oil diapers
6. Electrical clips and labels



7. Batteries not used for elevator, escalator, power walk, and dumb waiter components
8. Lockout/Tag-out supplies
9. Tapes
10. Adhesives
11. Nuts, bolts, fasteners and connectors
12. Safety and environmental compliance materials

## **7. EQUIPMENT TO BE MAINTAINED AND SERVICED**

- a. The elevator, escalator, power walk, dumb waiter and associated equipment lists are in **Appendix I**.

## **8. STAFFING/MANPOWER REQUIREMENTS**

### **8.1. GENERAL**

The Contractor shall always perform its services under this Contract by means of providing adequately trained and competent technical labor and supervisory personnel in sufficient numbers and classifications necessary to perform such services efficiently and in accordance with the contract documents.

- a. The Contractor shall ensure that all of their employees are sufficiently trained in elevator, escalator, power walk, and dumb waiter operations and maintenance practices, are competent and capable of attending to and resolving elevator, escalator, power walk, and dumb waiter problems such that downtime of the elevators, escalators, power walks, and dumb waiters is kept to a minimum and within the limitations defined in these specifications.
- b. The Contractor shall only use skilled, competent personnel, who are experienced and knowledgeable in elevator, escalator, power walk, and dumb waiter operations and maintenance.
- c. Each Contractor employee in a position involving matters of safety and security shall be fluent in speaking, reading and writing in the English language at no less than the level required for competent and efficient performance of the duties of their position. The Contractor shall be responsible for the neat appearance, courtesy, efficiency, and conduct of all the Contractor's personnel at all times.
- d. The City reserves the right to approve the Contractor's employment or appointment of any person performing work at the Airport under this Contract, if such person is deemed by the Contract Administration/ Conveyance Administrator to be unfit to carry out the duties of the position to which the Contractor intends to assign or has assigned such individual.
- e. If the Contractor's maintenance team can be reduced due to an increase in efficiency, the cost to the City shall be reduced accordingly.
- f. The Contractor shall remove any person from the Airport at the City's request. The Contractor is responsible for returning the Airport ID Badge and City issued keys immediately. The Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport's Security System. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor.
- g. The Contractor shall provide the following to the City;
  1. A detailed staffing schedule at the commencement of each shift bid or as requested, detailing the minimum staffing levels provided by the Contractor to properly operate and service and maintain the elevators, escalators, power walks, and dumb waiters and meet the KPI's detailed in the Contract.
  2. Staffing schedules shall be updated and resubmitted to the City as changes are

made.

3. The Contractor shall comply with all Local, City, State and/or Federal requirements relating to work rules, including but not limited to;
  1. Shift-work
  2. Breaks – quantity, duration, and intervals
  3. Over-time
  4. Multiple and consecutive shifts
4. The Contractor shall provide a time keeping mechanism to provide an auditable electronic record of shift start and shift finish times. The Contractor shall be required to ensure that all staff properly report all working hours.
5. The Contractor shall upload all required reports and documents to a designated share point site owned by the city.

## **8.2. CONTRACTOR SITE MANAGER**

### **a. Working Hours**

1. The Site Manager shall operate from the site for a minimum period of forty (40) hours per week, usually during normal business hours (8/5)
2. The Contractor shall provide a Site Manager on-site at DEN for 52 weeks of the year.
3. The Contractor shall provide a temporary Site Manager to cover vacations or extended leave due to illness. The temporary Site Manager shall be approved by the City.

### **b. Responsibilities**

1. The Site Manager shall be responsible for all day to day operations at the Airport and shall have the overall responsibility and authority to assure the Contractor's compliance with this Contract.
2. The Site Manager shall serve as the Contractor's representative and point of contact with the City for all matters concerning the Contract and representing the contractor in all communications.
3. The Site Manager shall be on-call to address/coordinate activities on site should an incident occur that cannot be addressed by on-site personnel. The contractor shall ensure that the Site Manager has the necessary tools that ensure the minimum availability as outlined in this document.
4. The Site Manager shall have the Contractor's full authorization to empower any employee, sub-supplier and/or resource of the Contractor to perform all the requirements detailed in this document.
5. The Site Manager shall attend regularly scheduled and as requested meetings with the City and/or Stakeholder to discuss elevators, escalators, power walks, dumb waiters, non-performance and employee issues.
6. The Site Manager shall ensure timely/complete invoices, reports, staffing plans and other documents required by the Contract.
7. The Site Manager is responsible for hiring, training, assigning, scheduling, promoting, disciplining and discharging employees assigned to work for the Contractor under the Contract.
8. All other matters required for the Contractor's compliance with the Contract.

9. Other duties as required.

**c. Replacement**

1. Interim Site Manager shall be appointed by the Contractor for periods of no more than 5 consecutive work days without written approval from the City to address absences through sickness, leave, training etc.
2. Any planned absences exceeding five (5) consecutive work days (vacation, etc.) shall be reported to the City at least fourteen (14) days prior to the absence occurring.
3. Any interim Site Manager appointments exceeding (5) consecutive work days due to absence for any reason shall have credentials submitted to the City for approval fourteen (14) days prior to such absences being planned and/or within twenty-four (24) hours of an unexpected absence. The City strongly encourages the Contractor to have an approved person to fill-in during an unexpected absence.

**d. Qualifications**

1. The Contractor shall submit credentials for proposed Site Manager to the City for review.
2. The Site Manager should at a minimum have five (5) years' experience in the installation, maintenance and repair of conveyance (elevator, escalator, power walks, dumb waiters) equipment and minimum three (3) years' experience managing all aspects of a Conveyance System Operation & Maintenance Services contract, preferably in a 24/7/365 operation.

**8.3. MINIMUM STAFFING LEVELS**

The minimum number of staff shall not be less than twenty (20) full time employees (FTEs) and consist of Certified Mechanics and Helpers. In addition to the 20 FTE's the Contractor shall make available (2) two additional employees to work with a 3<sup>rd</sup> party conveyance inspection company performing all annual and (5) five-year inspections and/or independent condition assessments. It is the Contractor's responsibility to staff accordingly to meet the performance requirements of the Contract specifications. The Contractor will consult with DEN in advance should changes be required due to inefficiencies, labor issues, or staff availability. The City/DEN reserves the right to approve or disapprove the Contractors staffing plan.

Figure 1, Minimum Staffing Levels

Ongoing staffing plan for the life of the contract below:



Revised Shift Schedule

6/19/2020

Base Bid - Headcount = 22 Technicians

Shift	Labor	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1st 0700-1530	Mechanic	4	4	4	5	5	4	4
	Apprentice							
2nd 1500-2330	MIC	1			1	1	1	1
	Mechanic	2	3	4	4	3	3	2
	Apprentice	2	2	1	1	2	3	3
3rd 2300-0730	MIC	1			1	1	1	1
	Mechanic	2	3	3	4	4	4	3
	Apprentice	2	2	2	1	1	2	2
	Headcount	14	14	14	17	17	18	16

Management Staff	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Project Mgr	1	1	1	1	1		
Asst Project Mgr		1	1	1	1	1	
Assoc. Superintendent	1	1	1	1			1
Assoc. Superintendent		1	1	1	1	1	
Headcount	2	4	4	4	3	2	1

Shifts shall cover 24/7 unless the position specifically identifies less than 24/7.

It shall be acceptable to the Airport for the Contractor to substitute higher levels of personnel due to skills/promotions at the Contractor's expense.

**a. The minimum staffing levels are set as a minimum requirement. At the City's request, if KPI's are not met the Contractor may be required to add additional staff (at no additional cost to the City) to ensure all KPI's are met.**

b. During times of peak seasonal events (events are defined as forecasted surges in passenger traffic) the Contractor may be required to provide additional personnel/staffing above minimum staffing requirements in coordination with the City to support operations ensuring that all work types are responded to and addressed in accordance with this specification. Peak seasonal events shall include **but not be limited** to the following holidays as well as any seasonal peaks in passenger forecasts. Additional staffing will be requested on an as needed basis:

1. President's Day weekend  
Three (3) days prior to Presidents day through to three (3) days after.
2. Memorial Day  
Three (3) days prior to Memorial Day through to two (2) days after.
3. Spring break  
As required to ensure the performance requirements of the contract are met.
4. Independence Day  
Two (2) days prior to Independence Day through to two (2) days after. If any black-out days coincide with a weekend, extend to include the Monday/Friday.
5. Labor Day  
The Friday prior to Labor Day through to and including the following Wednesday.
6. Thanksgiving  
The entire week of Thanksgiving through to and including the following Tuesday.
7. Christmas/ New Year period  
Five (5) calendar days prior to Christmas through four (4) days after New Year's Day.

#### **8.4. STAFF DEFICIENCIES**

- a. Whenever the Contractor is unable to provide the minimum staffing levels per shift, the Contractor shall decrease the monthly operations and maintenance fee (Item #1 in Schedule of Prices) accordingly based on the agreed rates between the Contractor and the City.
- b. The Contractor shall make all efforts to address deficiencies in staffing. Staff deficiencies shall be covered by personnel with the same qualification/ classification at a minimum.
- c. Upon request by DEN, the Contractor shall provide monthly staff allocation reports. The report

will detail all hours worked under this contract by staff position. Contractor will also detail deficient hours for the previous month based on minimum staffing levels.

- d. Should the Contractor fail to address such staffing deficiencies within thirty (30) calendar days, the City may at its sole discretion deduct from the monthly fee. Deductions shall be based on deficient calendar days as outline in performance objective E in Appendix II.

**8.5. PREVAILING WAGE FRINGE/BENEFIT EXAMPLE:**

**Example – For INFORMATIONAL PURPOSES ONLY:**

Single Fringe \$5.43

2-Party Fringe \$9.07 City will pay the difference at \$3.58 for 2-party Fringe.

**9. COSTS AND EXPENSES TO BE BORNE BY THE CONTRACTOR**

The following costs and expenses are to be the responsibility of the Contractor and shall be included in the base price of the contract and no extra payments shall be made by the City, at any time throughout the duration of the contract except as strictly addressed in the appropriate sections elsewhere in the contract, for said work, services and provisions:

- 9.1. All labor, personnel and employee costs, including but not limited to: salaries and wages, vacation and holiday pay, benefits and insurance costs, pension and retirement costs, applicable taxes and withholdings, employee travel and transportation, meals, parking, relocation, uniforms and training excluding those costs and items referenced in Section B: Scope of Work, section 1. WORK TO BE PERFORMED, paragraphs 2 & 4.
- 9.2. All material replacement parts and components, spares, lubricants, supply, and inventory costs excluding those costs and items referenced in **Section B: Scope of Work, lines items 1.2 and 1.5.**
- 9.3. All equipment, tools, personal protection equipment and safety equipment costs.
- 9.4. All office supplies, equipment and expenses. Including computers, printers, cameras, records, documents and report expenses.
- 9.5. All telephone, radio and communication expenses.
- 9.6. All vehicle expenses, vehicle requirements are a minimum quantity, contractor is responsible for cost of additional vehicle if needed.

VEHICLE TYPE	QUANTITY
New 2020 half ton, full bed truck with lift gate (or approved equivalent) Must be CNG Fueled	1 each
Electric Carts. Carryall II (or approved equivalent)	3 each
Three Wheel Easy-Go Electric Carts	3 each

- 9.7. Any and all other payments, costs, expenses associated with the Contractor’s complete fulfillment of the requirements and obligations as set forth in this contract, including overhead and profit. All items in **Section B: Scope of Work, lines items 1.2 and 1.5.**



## **10. WORK REVISIONS TO THE SPECIFICATION:**

- 10.1.** The Contractor agrees that the City may at any time require deletions, additions, or modifications to the work, hereinafter referred to as “Work Revisions” without invalidating the Contract. Work revisions will be issued, in writing, and signed by the CEO of Denver International Airport and copied to the Director of Purchasing, Department of General Services.
- 10.2.** If prior to formal issuance of a Work Revision the Contractor and the City can agree to a contract price adjustment for the change, that agreement will be expressed on the Work Revision either as a decrease or increase to the monthly payment for routine work. Any work revision that will increase the Maximum Contract Liability may only be done by amendment to the Contract.
- 10.3.** If agreement between the City and Contractor on price adjustments cannot be reached at the time the Work Revision is issued, the Contractor shall redirect the work as necessary to implement the revisions. In such event, the Contractor shall be paid for the actual quantity or quantities of such work whether increased or decreased.

## **11. REQUIRED FREQUENCY OF TASKS FOR ROUTINE MAINTENANCE**

A Preventive Maintenance Program (PDM) is required by **7 Code of Colorado Regulation 1101-8 Section 2-3-3** and includes the following.

The Contractor shall perform preventive maintenance based on an agreed upon schedule in accordance with the OEM operation and maintenance manuals as a minimum, and the requirements of the City.

It is a specific condition of this contract that the Contractor shall not request and the City (DEN) shall not approve any costs which were not specifically addressed or reasonably anticipated in the Contract.

### **11.1. ROUTINE MAINTENANCE FOR TRACTION ELEVATORS:**

#### **10.1.1 Minimum DAILY**

Ride the elevator car. During this ride, listen, look and feel for any unusual noises or abnormal operation of the following.

- Alarm bell
- Door open button
- Emergency stop switches
- Lights and Gongs
- Photocell, sensitive edge (passenger & freight) and freight door sequence
- Elevator communication system
- Car landing accuracy
- Correct any observed deficiency as necessary.
- Record all work completed. Use the appropriate spaces on Service Guide.

#### **10.1.2 Minimum MONTHLY**

- a. **MACHINE:** Check commutator for carbon, high mica & discoloration, check armature clearance and connections, check hoist motor brushes, rigging, insulators, fastenings and spring tension on brush holders. Check motor cooling fan/blower for operation air flow, check tachometer/encoder, observe brushes while car is in operation, for arcing and bounce, check bearings for noise or heating. Check oil reservoir for proper lubrication level. Check oil seals for leaks and correct any deficiencies.
- b. **MACHINE ROOM:** Examine & clean machine, governor, controller, and floor. Remove trash.
- c. **CONTROLLER:** Check brake contactor operation & mountings, check relay contacts for excessive burning and proper contact wipe, check cabinet cooling fans for operation.
- d. **HOISTWAY DOORS – CAR TOP:** Check inspection station operation (light and guard), make certain emergency escape hatch/doors are secure.
- e. **HOISTWAY – CAR:** Check pit switch and light for proper operation, check that pit light guard is in place, clean pit, check operation of all signal lights, lanterns and gongs, check hall button operation. Check condition of glass, panels, handrails, car lighting, and fixtures; check sills for trash.
  - Check all elevator system event logs.
  - Examine machine room equipment.
  - Correct any observed deficiency as necessary.
- f. Record all work completed. Use the appropriate spaces on Service Guide.
- g. Check the expiration date on fire extinguisher in the machine room. Inform the Building Representative if it is past that expiration date.
- h. **Firefighters' Emergency Operation.** All elevators provided with firefighters' emergency operation shall be subjected monthly to Phase I recall test by DFD by use of the key switch, and a minimum of one-floor operation on Phase II. Deficiencies shall be corrected. A record of findings shall be available to elevator personnel and the authority having jurisdiction. (This does not have to be completed by the elevator mechanic but is required to be completed monthly by authorized personnel.)

### 10.1.3 Minimum QUARTERLY

- a. **MACHINE:** Check all machine mountings and isolation, fastenings, drive sheave, ring gear bolts, gear back lash, leaks and oil level.
- b. **BRAKE:** check operation, electrical contact, pins, fastenings and adjustment, check brake friction surfaces for oil contamination, discoloration, foreign material, wear, and clearances.
- c. **DOOR and GATE OPERATOR:** Check, clean and lubricate operator, check cams and microswitches, check tightness of cam set screws, levers and fastenings, check door torque (setting not to exceed 30 lbs.), check nudging operation, check door opening and

- closing speed (all group cars must be equal), check belt tension and shaft bearings for wear, make certain door operator cover is securely fastened.
- d. CAR DOORS: Check door clutch and door restrictive clutch operation, wear, clearance and alignment, lubricate pivot points, make certain safety edge mountings are secure, check and clean tracks, sheaves/sprockets and chains, check relating cable, disassemble and clean door (gate) contact, check gate switch roller for wear, check for contact wipe, check for proper running clearance between door panels, door jambs, and header, check condition of gibs and sills, clean and check alignment of electric eye and receiver, check eccentric rollers for .005" clearance.
  - e. HOISTWAY DOORS – CAR TOP: Clean car top, check leveling switches, lubricate and clean car fan or blower.
  - f. HOISTWAY – CAR: Check car emergency light for proper operation, check all sheave fastenings and grooves, check sheave grooves for wear, lubricate sheaves, check adjustment of car and counterweight shoes and/or roller guides, lubricate guide shoe stems.
  - g. RETIRING CAM: Check retiring cam for proper operation, lubricate pivot points.

#### 10.1.4 SEMI ANNUALLY

- a. CONTROLLER: Check NTS and ETS operation, clean dust from controller and filters.
- b. HOISTWAY DOORS – CAR TOP: Check T.M. switch contacts, spring and roller, check each cab stabilizer.
- c. HOISTWAY – CAR: Check car safeties for proper clearance, clean and lubricate pivots, check counter weight safeties for proper clearance, travel cable for damage, clean and lubricate pivots, check limit switches by hand for proper operation, clean limit switch contacts and roller and check for wear, check limit switch cam alignment, check terminal slowdown cam fastenings, check oil level in buffers (car and pit), check alignment of buffer to strike plate, make sure fastenings are secure.
- d. ROPES: Check all hoist rope sheaves for wear, check rope height at hoist machine using a straight edge across drive sheave, check for equal hoist rope tension, make certain shackles, nuts and cotter pins are in place, check hoist ropes for wear, rouge and diameter, check governor rope for wear, rouge and diameter, check governor rope cable clamps, check car and counterweight run-by (striker plate, car and counterweight-to-buffer), make certain releasing carrier fastening is secure, check compensating chain/rope fastenings and hitches.

#### 10.1.5 ANNUALLY

- a. CONTROLLER: Check wire connections for tightness and relay shunts for wear, check power supply and calibration voltages, check "static control" for power removal on hoist motor by two independent devices, check settings and operation of overloads, remove and dean fuses, dean fuse holders.
- b. MACHINE: Remove relief plug and grease hoist motor, lubricate machine sheave shaft bearings, check tachometer/encoder for loose or worn coupling and alignment.
- c. BRAKE: Clean brake plunger, check brake voltage(s) and brake timer.
- d. HOISTWAY DOORS – CAR TOP: Check operation and adjustment of interlock, hook & pickup roller assemblies. Check condition and alignment of roller and lift rod, check hook-to-box clearance, clean tracks, sheaves/sprockets and chains, check tracks and sheave/sprockets for wear, and chains for stretch, check condition of relating cable,



check door closer, check condition of door gibs, sills and struts, check for proper running clearance between door panels, door jambs, and header, check eccentrics for .005" clearance.

- e. HOISTWAY – CAR: Clean hoistway, rails, counterweights and car sides, check facia slip joints for free vertical movement, make certain fastenings are secure, check travel cable for damage, twisting or chafing, make certain fastenings are secure, check hoistway duct for distortion, shrinkage or bowing, check main and counterweight rail block ups, jack bolts or shims, check overhead rail clearance, check D.B.G. in hoistway, check guide rail dips, brackets and fastenings for tightness, lubricate slide-type rail clips, check stiles for cracks, bends, rust, loose bolts, check slant rods and nuts for tightness.
- f. ROPES: Lubricate hoist ropes as necessary.
- g. SAFETY TESTS: Perform applicable Category 1 safety tests.

#### **10.1.6 FIVE YEARS**

- a. SAFETY TESTS: Perform applicable Category 1 and Category 5 Safety Tests; these shall be witnessed by the 3rd Party Private Inspector.

### **10.2 ROUTINE MAINTENANCE FOR HYDRAULIC ELEVATORS**

**10.2.1 Minimum DAILY** Ride the elevator car. During this ride, listen, look, and feel for any unusual noises or abnormal operation. Check the operation of the following:

- Alarm bell Emergency stop switches, door open button, lights, gongs (including ceiling lighting) elevator communication system Photocell, sensitive edge (passenger and freight) and freight door sequence
- Car landing accuracy
- Check all elevator system event logs.
- Examine machine room equipment.
- Correct any observed deficiency as necessary.
- Record all work completed. Use the appropriate spaces on Service Guide.

#### **10.2.2 Minimum MONTHLY**

- a. MACHINE ROOM: Examine and clean pump unit, muffler, hydraulic pipe, controller, and floor, remove trash.
- b. CONTROLLER: Check condition of line starter contactor(s), mountings and contacts, check relay contacts for excessive burning and proper contact wipe, check cabinet cooling fans for proper operation.
- c. PUMP UNIT: Check for oil leakage around valves and pump, check oil reservoir for proper fluid level.
- d. CAR and HOISTWAY: Check condition of cab panels, handrails, car lighting, and fixtures, check sills for trash. Check operation of all signal lights, lanterns and gongs, check pit switch and light for proper operation, check that pit light guard is in place, check hall button operation, check piston and hydraulic pipe for signs of leakage and rust. Clean pit.  
PIT: Check jack packing gland for excess leakage.
- e. HOISTWAY DOORS – CAR TOP: Check operation of inspection station and light, make certain light guard is in place, make certain emergency exit doors are secure.

- f. Firefighters' Emergency Operation. All elevators provided with firefighters' emergency operation shall be subjected monthly to Phase I recall by use of the key switch, and a minimum of one-floor operation on Phase II. Deficiencies shall be corrected. A record of findings shall be available to elevator personnel and the authority having jurisdiction. (this does not have to be completed by the elevator mechanic but is required to be completed monthly by authorized personnel.)
- g. Check the expiration date on fire extinguisher in machine room. Inform the Building Representative if it is past expiration date.

### 10.2.3 Minimum QUARTERLY

- a. CONTROLLER: Clean dust from controller and filters.
- b. PUMP UNIT: Check V-belts for wear and correct tension, check hoses and gaskets for deterioration, check valve, muffler and mounting bolts for tightness.
- c. DOOR & GATE OPERATOR: Check, clean and lubricate operator, check cams and microswitches, check tightness of cam set screws, levers and fastenings, check door torque (setting must not exceed 30 ft. lbs.), check nudging operation, check door opening and closing speeds (all group cars must be equal), check belt tension and shaft bearings for wear, make certain door operator cover is securely fastened.
- d. CAR DOORS: Check door clutch and door restrictive clutch operation, wear, clearance and alignment, lubricate pivot points, make certain safety edge mountings are secure, lubricate pivot points, check condition of nylon retracting clip, check and clean tracks, sheaves/sprockets and chains, check relating cable, disassemble and clean door (gate) contact, check gate switch roller for wear, check for contact wipe, check for proper running clearance between door panels, door jambs, and header, check condition of gibs and sills, clean and check alignment proximity sensors or of electric eye and reflector/receiver, door eccentric rollers for .005" clearance.
- e. HOISTWAY DOORS – CAR TOP: Clean car top, check leveling switches, lubricate and clean car fan or blower, check oil reservoir levels in rail lubricators.
- f. HOISTWAY – CAR: Check car emergency light for proper operation, check adjustment of car shoes and/or roller guides, lubricate guide shoe stems.

### 10.2.4 Minimum SEMI ANNUALLY

- a. CONTROLLER: Check low oil protection timer for proper operation.
- b. HOISTWAY DOORS - CAR TOP: Check operation and adjustment of interlock, hook and pickup roller assemblies, check condition and alignment of roller and lift rod, check hook-to-box clearance, clean tracks, sheaves/sprockets and chains, check tracks and sheaves/sprockets for wear, and chains for stretch, check condition of relating cable, check door closer (reel-, weighted-, or spring-type), check condition of door gibs, sills and struts, check for proper running clearance between door panels, door jambs, and header, check eccentrics for .005" clearance.
- c. HOISTWAY – CAR: Check supports for hydraulic pipe, check limit switches by hand for proper operation, clean limit switch contacts, rollers and check for wear, check limit switch cam alignment, check terminal slowdown cam fastenings, make sure piston and platen plate fastenings are secure, clean hoistway, rails and car sides, check oil level in buffers, check alignment of buffer to strike plate, make sure fastenings are secure.

### 10.2.5 Minimum ANNUALLY

- a. CONTROLLER: Check wire connections for tightness and relay shunts for wear, check power supply and calibration voltages, check settings and operation of overloads, remove and clean fuses, clean fuse holders.
- b. PUMP UNIT: Lubricate pump motor per manufacturer's instructions.
- c. HOISTWAY DOORS – CAR TOP: Check all car mounted cams and switches, check condition of each cab stabilizer.
- d. HOISTWAY – CAR: Check travel cable for damage, twisting or chafing, make certain fastenings are secure, check guide rail clips, brackets and fastenings for tightness, check stiles for cracks, bends, rust, or loose bolts, check slant rods and nuts for tightness.
- e. RETIRING CAM: Check retiring cam for proper operation, lubricate pivot points.
- f. SAFETY TESTS: Perform applicable Category 1 safety test. Check procure hoses for leaks and proper tagging.

#### **10.2.6 FIVE YEARS**

- a. SAFETY TESTS: Perform applicable Category 1 and Category 5 Safety Tests; these shall be witnessed by the 3rd Party Private Inspector.

### **10.3 ROUTINE MAINTENANCE FOR ESCALATOR**

#### **10.3.1 Minimum DAILY**

- a. Examine running unit for handrail damage or problems, check for broken comb segments, step treads or risers replace as required.

#### **10.3.2 Minimum SEMI MONTHLY**

- a. Reverse escalators defined by DEN to service and maintain ability for units to run both directions. Apply skirt lubrication as required.

#### **10.3.3 Minimum SEMI MONTHLY**

- a. Examine running unit, check for handrail damage, check handrail drive clean and adjust as necessary, check operation of stop buttons, handrail inlet switches, key start switches, and upper and lower skirt switches, check trim, inner panels, skirts for loose fastenings, correct/replace as required, check for broken comb segments, step treads or risers, replace as required, apply skirt lubrication, check lower station movement, spring length, and chain switch. Check gear box seals, look, listen, feel, and correct and deficiencies.
- b. Check and clean controller, check ring gear oil level (add as required), lubricate handrail drive chains, glass balustrade, and step chains, clean upper and lower end pits.
- c. Check operation of upper and lower access cover, inspection, and pit switches check gearbox oil, clean breather.

#### **10.3.4 Minimum QUARTERLY**

- a. Service non-reversing device, clean inside of handrail, clean guide as required, check handrail speed sensor, check brake operation and adjust if required, check motor couplings and grommets, check missing step detector and comb impact-trip force.

#### **10.3.5 Minimum SEMI ANNUALLY**



- a. Lubricate upper station main bearings (4), lubricate handrail (drive) sheave bearings (if applicable), lubricate lower station bearings (2).

#### **10.3.6 Minimum ANNUALLY**

- a. Adjust novatex boards, replace if required, check operation of broken step, out of level, and step up-thrust switches, change ring gear oil, clean lower end pans up through 30-degree area, clean pans and tracks of upper and lower truss, lubricate drive motor (maximum 5 pumps), change gear box oil, clean breather.

**SAFETY TESTS:** Perform applicable Category 1 Safety Tests; these shall be witnessed by the 3rd Party Private Inspector.

### **10.4 ROUTINE MAINTENANCE FOR POWER WALKS**

#### **10.4.1 Minimum DAILY**

- a. Examine running unit, check handrail for damage, check for broken comb segments, step treads, replace as required.

#### **10.4.2 Minimum SEMI MONTHLY**

- a. Reverse escalators defined by DEN to service and maintain ability for units to run both directions.

#### **10.4.3 Minimum MONTHLY**

- a. Examine running unit, check for handrail damage, check handrail drive clean and adjust as necessary, check operation of stop buttons, handrail inlet switches, key start switches, and upper and lower skirt switches, check trim, inner panels, skirts for loose fastenings, correct/replace as required, check for broken comb segments, step treads or risers, replace as required, apply skirt lubrication, check lower station movement, spring length, and chain switch. Check gear box seals, look, listen, feel, and correct and deficiencies.
- b. Check and clean controller, check ring gear oil level (add as required), lubricate handrail drive chains, glass balustrade, and step chains, clean upper and lower end pits.
- c. Check operation of upper and lower access cover, inspection, and pit switches check gearbox oil, clean breather.

#### **10.4.4 Minimum QUARTERLY**

- a. Service non-reversing device, clean inside of handrail, clean guide as required, check handrail speed sensor, check brake operation and adjust if required, check motor couplings and grommets, check missing step detector and comb impact-trip force.

#### **10.4.5 Minimum SEMI ANNUALLY**

- a. Lubricate upper station main bearings (4), lubricate handrail (drive) sheave bearings (if applicable), lubricate lower station bearings (2).

#### **10.4.6 Minimum ANNUALLY**

- a. Adjust novatex boards, replace if required, check operation of broken step, out of level, and step up-thrust switches, change ring gear oil, clean lower end pans up through 30-degree area, clean pans and tracks of upper and lower truss, lubricate drive motor (maximum 5 pumps), change gear box oil, clean breather.

SAFETY TESTS: Perform applicable Category 1 Safety Tests; these shall be witnessed by the 3rd Party Private Inspector.

## 12. INCENTIVE PAYMENTS

Any and all amounts which are paid to the Contractor as a result of an incentive, are intended to encourage and reward the highest quality of performance by Contractor and its DEN site employees. The incentive is listed in Exhibit A. The Contractor shall be required to share all net incentive payments under this provision, at 50/50 distributions between the Contractor and their DEN site employees, including the Contractor's Project Manager and Assistant Project Manager.

## 13. PRICING SCHEDULE

13.1. Pricing (see exhibit B for Pricing Schedule)

# SECTION C: Contract Performance Objectives and Performance Assessment Processes

## 1. CONTRACT PERFORMANCE OBJECTIVES, STANDARDS, METRICS AND ASSESSMENT

This contract is performance-based, therefore, the performance of the Contractor shall be measured and evaluated on an ongoing basis and the Contractor shall be held accountable to deliver their services such that they meet or exceed the contract performance objectives, standards and metrics. The Contractor shall deliver all schedules, reports, testing and inspection results, and other documentation deemed necessary to comply with the contract performance objectives, standards and metrics to Contract Administration and/or the Conveyance Administrator on time and in the formats specified.

The Performance Objectives, Performance Standards, Methods of Performance Assessment and Results for Non-Performance are listed in **Section E: Appendix II**.

## 2. AUTHORITY OF CONTRACT ADMINISTRATION AND/OR THE CONVEYANCE ADMINISTRATOR

- a) The administration of this contract is vested by the CEO who shall appoint a designee or group of employees of the City to serve as the Contract Administration.
- b) Contract Administration and/or the Conveyance Administrator shall always have free access to the materials and work for measuring and inspection. The Contractor shall afford Contract Administration and/or the Conveyance Administrator all the necessary facilities and assistance to do so.
- c) Contract Administration and/or the Conveyance Administrator shall decide any and all questions which may arise as to the quality and acceptability of supplies, tools, parts and equipment

furnished and quality of work performed, and as to the manner of performance and timely progress and completion of the work.

- d) Contract Administration and/or the Conveyance Administrator shall decide any and all operational questions that may arise as to the interpretation of the contract relating to the work and fulfillment of the contract on the part of the Contractor.
- e) Contract Administration and/ or the Conveyance Administrator shall not act as a foreman, perform other duties for the Contractor, nor interfere with the management of the work of the Contractor. Any advice given the Contractor shall in no way be construed as binding to the City or releasing the Contractor from fulfilling all the requirements of the contract. Contract Administration shall work with the Contractor's Site Manager, Assistant Site Manager and Shift Foreman when making requests of the Contractor. Contract Administration and/or the Conveyance Administrator shall not make requests directly to mechanics, apprentices or Contractor Supervisors.

### **3. AUTHORITY AND DUTIES OF THE CONTRACT COMPLIANCE COORDINATOR**

Coordinator: Contract Administration and/or the Conveyance Administrator may appoint individuals as Coordinator(s) to monitor and inspect the performance of the work. The Coordinators are not authorized to revoke, alter or waive any requirements of the Contract. The Coordinators are authorized to call the attention of the Contractor to any non-performance of the work.

- a) The Coordinators shall have the authority to suspend the work until any questions at issue can be referred to and decided by the Contract Administration and/or the Conveyance Administrator.
- b) The Coordinators shall in no case act as a foreman or perform other duties for the Contractor nor interfere with the management of the work by the Contractor. Any advice given the Contractor shall in no way be construed as binding to the City or releasing the Contractor from fulfilling all the requirements of the Contract. The Coordinators shall work with the Site Manager, Assistant Site Manager, and Shift Foreman when making requests of the Contractor. The Coordinators shall not make requests directly to mechanics, apprentices or Contractor Supervisors.

### **4. CORRECTIVE**

For any calendar month during the Contract term in which minimum conveyance service availability of 99% is not met and/or performance records indicate it will not be met, or if conveyance downtime events exceed the requirements the Contractor shall, at its own expense, take immediate corrective action to mitigate the cause. The corrective actions shall be documented in a complete Failure Analysis and Report. A preliminary Failure Analysis and Report shall be issued by the Contractor to the DEN when the corrective program is initiated, and a final Failure Analysis and Report shall be issued when the success of the corrective action can be substantiated.

The Contractor will provide their own set of failure codes that they have developed over time. These codes will be utilized in DEN's Maximo System (or any future replacement system).



Alternate System Service Availability Report: If DEN believes that the System Service Availability reports do not accurately measure what is occurring, DEN may hire a qualified consultant to obtain data and prepare the System Service Availability report, using methods which comply with the Contract Documents. The report prepared by the third party shall take precedence over the Contractor prepared report and shall be paid for by the Contractor if the report produces a lower monthly payment than the Contractor's report.

**5. CONTRACTOR'S UNSATISFACTORY PERFORMANCE**

If, in the opinion of the Conveyance Administrator, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have three (3) days from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right at the Contractor's sole expense to complete the work to its satisfaction and the City shall deduct the cost to cover same from any balances due or to become due the Contractor.

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**APPENDIX I****ELEVATOR EQUIPMENT MAINTENANCE AND OPERATION SERVICES****6. EQUIPMENT TO BE MAINTAINED AND SERVICED**

**SPECIFICATIONS - EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT, THE QUANTITIES AND TYPES OF UNITS IN THE TABLES BELOW MAY CHANGE DUE TO ONGOING CONSTRUCTION AND RENOVATION PROJECTS REFER TO Exhibit B ITEM #4 AND ITEM #5.**

Location	7W Walks	5W Walks	Escalators	Traction Elevators	Hydro Elevators	Total
Main Terminal	0	4	41	42	9	96
Concourse A	10	9	27	12	10	68
Concourse B	22	0	30	15	8	75
Concourse C	8	0	24	0	8	40
AOB	0	0	0	3	1	4
East Parking Garage	0	0	0	3	0	3
West Parking Garage	0	0	0	3	0	3
Plaza	0	0	3	5	0	8
Central Plant	0	0	0	0	1	1
Fire Station 35	0	0	0	0	1	1
Hotel	0	0	8	11	0	19
<b>Total</b>	<b>40</b>	<b>13</b>	<b>133</b>	<b>94</b>	<b>38</b>	<b>318</b>

UNIT #	State ID #	Address	Location	Manufacture	Type
AE-01	CP08-007076	8700 Pena Blvd	Concourse A	Montgomery	Traction
AE-02	CP08-007077	8700 Pena Blvd	Concourse A	Montgomery	Traction
AE-03	CP08-007078	8700 Pena Blvd	Concourse A	Montgomery	Traction
AE-04	CP08-007079	8700 Pena Blvd	Concourse A	Montgomery	Traction
AE-05	CP08-007080	8700 Pena Blvd	Concourse A	Montgomery	Traction
AE-06	CP08-007081	8700 Pena Blvd	Concourse A	Montgomery	Traction
AE-07	CP08-007082	8700 Pena Blvd	Concourse A	Montgomery	Traction
AE-08	CP08-007083	8700 Pena Blvd	Concourse A	Montgomery	Traction
AE-09	CP12-000264	8700 Pena Blvd	Concourse A	Montgomery	Hydro
AE-10	CP08-007085	8700 Pena Blvd	Concourse A	Kone	Traction
AE-11	CP08-007086	8700 Pena Blvd	Concourse A	Kone	Traction
AE-12	CP08-007087	8700 Pena Blvd	Concourse A	Montgomery	Hydro
AE-14	CP08-007088	8700 Pena Blvd	Concourse A	Montgomery	Traction
AES-01	CP08-007135	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-02	CP08-007136	8700 Pena Blvd	Concourse A	Montgomery	Escalator

AES-03	CP08-007137	8700 Pena Blvd	Concourse A	Montgomery	Escalator
UNIT #	State ID #	Address	Location	Manufacture	Type
AES-04	CP08-007138	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-05	CP08-007141	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-06	CP08-007140	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-07	CP08-007139	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-08	CP08-007142	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-09	CP08-007143	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-10	CP08-007144	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-11	CP08-007145	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-12	CP08-007146	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-13	CP08-007147	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-14	CP08-007148	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-15	CP08-007149	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-16	CP08-007150	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-18	CP08-007151	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AES-20	CP08-007152	8700 Pena Blvd	Concourse A	Montgomery	Escalator
AOB-1	CP08-007089	8500 Pena Blvd	AOB	Dover	Traction
AOB-2	CP08-007090	8500 Pena Blvd	AOB	Dover	Traction
AOB-3	CP08-007091	8500 Pena Blvd	AOB	Dover	Traction
AW-01	CP08-007002	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-02	CP08-007005	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-03	CP08-007004	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-04	CP08-007003	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-05	CP08-007006	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-06	CP08-007007	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-07	CP08-007008	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-08	CP08-007009	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-09	CP08-007010	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-10	CP08-007011	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-11	CP08-007012	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-12	CP08-007013	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-13	CP08-007015	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
AW-14	CP08-007014	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
BE-01	CP08-007092	8900 Pena Blvd	Concourse B	Montgomery	Traction
BE-02	CP08-007093	8900 Pena Blvd	Concourse B	Montgomery	Traction
BE-03	CP08-007094	8900 Pena Blvd	Concourse B	Montgomery	Traction
BE-04	CP08-007095	8900 Pena Blvd	Concourse B	Montgomery	Traction
BE-05	CP08-007096	8900 Pena Blvd	Concourse B	Montgomery	Traction
BE-06	CP08-007097	8900 Pena Blvd	Concourse B	Montgomery	Traction



BE-07	CP08-007098	8900 Pena Blvd	Concourse B	Montgomery	Traction
UNIT #	State ID #	Address	Location	Manufacture	Type
BE-08	CP08-007099	8900 Pena Blvd	Concourse B	Montgomery	Traction
BE-09	CP08-007100	8900 Pena Blvd	Concourse B	Montgomery	Traction
BE-10	CP08-007101	8900 Pena Blvd	Concourse B	Montgomery	Traction
BE-11	CP08-007102	8900 Pena Blvd	Concourse B	Montgomery	Hydro
BE-12	CP08-006881	8900 Pena Blvd	Concourse B	Montgomery	Hydro
BE-13	CP08-006882	8900 Pena Blvd	Concourse B	Kone	Traction
BE-14	CP08-006883	8900 Pena Blvd	Concourse B	Montgomery	Hydro
BE-15	CP08-006884	8900 Pena Blvd	Concourse B	Montgomery	Hydro
BE-16	CP08-006887	8900 Pena Blvd	Concourse B	Kone	Traction
BE-17	CP08-006886	8900 Pena Blvd	Concourse B	Montgomery	Hydro
BE-18	CP08-006890	8900 Pena Blvd	Concourse B	Montgomery	Hydro
BE-20	CP08-006888	8900 Pena Blvd	Concourse B	Montgomery	Hydro
BE-22	CP08-006889	8900 Pena Blvd	Concourse B	Montgomery	Hydro
BE-24	CP08-007159	8900 Pena Blvd	Concourse B	Montgomery	Traction
BES-01	CP08-007155	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-02	CP08-007154	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-03	CP08-006940	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-04	CP08-007153	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-05	CP08-006935	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-06	CP08-007130	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-07	CP08-006936	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-08	CP08-007157	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-09	CP08-006947	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-10	CP08-006948	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-11	CP08-006937	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-12	CP08-007156	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-13	CP08-006939	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-14	CP08-006938	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-15	CP08-006942	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-16	CP08-006944	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-17	CP08-006941	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-18	CP08-006943	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-19	CP08-007022	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-20	CP08-007023	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-21	CP08-006945	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-22	CP08-006949	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-23	CP08-006946	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BES-24	CP08-006951	8900 Pena Blvd	Concourse B	Montgomery	Escalator

UNIT #	State ID #	Address	Location	Manufacture	Type
BES-26	CP08-007024	8900 Pena Blvd	Concourse B	Kone	Escalator
BES-28	CP08-007025	8900 Pena Blvd	Concourse B	Kone	Escalator
BRCE-01	CP08-006891	8900 Pena Blvd	Concourse B	Montgomery	Traction
BRCE-02	CP08-006892	8900 Pena Blvd	Concourse B	Montgomery	Traction
BRCES-01	CP08-006956	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BRCES-02	CP08-006957	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BRCES-03	CP08-006958	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BRCES-04	CP08-006955	8900 Pena Blvd	Concourse B	Montgomery	Escalator
BW-01	CP08-007017	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-02	CP08-007016	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-03	CP08-007020	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-04	CP08-007021	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-05	CP08-007018	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-06	CP08-007019	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-07	CP08-007051	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-08	CP08-007050	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-09	CP08-007049	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-10	CP08-007052	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-11	CP08-007055	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-12	CP08-007056	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-13	CP08-007053	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-14	CP08-007054	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-15	CP08-007057	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-16	CP08-007058	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-17	CP08-007059	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-18	CP08-007060	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-19	CP08-007062	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-20	CP08-007061	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-21	CP08-007064	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
BW-22	CP08-007063	8900 Pena Blvd	Concourse B	Montgomery	Power Walk
CE-01	CP08-006894	9100 Pena Blvd	Concourse C	Dover	Hydro
CE-02	CP08-006893	9100 Pena Blvd	Concourse C	Dover	Hydro
CE-03	CP08-006895	9100 Pena Blvd	Concourse C	Dover	Hydro
CE-04	CP08-006896	9100 Pena Blvd	Concourse C	Dover	Hydro
CE-05	CP08-006897	9100 Pena Blvd	Concourse C	Dover	Hydro
CE-06	CP08-006898	9100 Pena Blvd	Concourse C	Dover	Hydro
CE-07	CP08-006899	9100 Pena Blvd	Concourse C	Dover	Hydro
CE-10	CP08-006901	9100 Pena Blvd	Concourse C	Dover	Hydro
CES-01E	CP15-000314	9100 Pena Blvd	Concourse C	Kone	Escalator



UNIT #	State ID #	Address	Location	Manufacture	Type
CES-01W	CP15-000319	9100 Pena Blvd	Concourse C	Kone	Escalator
CES-02E	CP15-000318	9100 Pena Blvd	Concourse C	Kone	Escalator
CES-02W	CP15-000315	9100 Pena Blvd	Concourse C	Kone	Escalator
CES-03E	CP15-000321	9100 Pena Blvd	Concourse C	Kone	Escalator
CES-03W	CP15-000316	9100 Pena Blvd	Concourse C	Kone	Escalator
CES-04E	CP15-000317	9100 Pena Blvd	Concourse C	Kone	Escalator
CES-04W	CP15-000320	9100 Pena Blvd	Concourse C	Kone	Escalator
CES-05E	CP17-000143	9100 Pena Blvd	Concourse C	thyssenKrupp	Escalator
CES-05W	CP17-000147	9100 Pena Blvd	Concourse C	thyssenKrupp	Escalator
CES-06E	CP17-000144	9100 Pena Blvd	Concourse C	thyssenKrupp	Escalator
CES-06W	CP17-000148	9100 Pena Blvd	Concourse C	thyssenKrupp	Escalator
CES-07E	CP17-000145	9100 Pena Blvd	Concourse C	thyssenKrupp	Escalator
CES-07W	CP17-000149	9100 Pena Blvd	Concourse C	thyssenKrupp	Escalator
CES-08E	CP17-000146	9100 Pena Blvd	Concourse C	thyssenKrupp	Escalator
CES-08W	CP17-000150	9100 Pena Blvd	Concourse C	thyssenKrupp	Escalator
CES-09	CP08-007160	9100 Pena Blvd	Concourse C	O & K	Escalator
CES-10	CP08-006950	9100 Pena Blvd	Concourse C	O & K	Escalator
CES-11	CP08-006952	9100 Pena Blvd	Concourse C	O & K	Escalator
CES-12	CP08-006953	9100 Pena Blvd	Concourse C	O & K	Escalator
CES-13	CP08-006954	9100 Pena Blvd	Concourse C	O & K	Escalator
CES-14	CP08-006959	9100 Pena Blvd	Concourse C	O & K	Escalator
CES-15	CP08-006960	9100 Pena Blvd	Concourse C	O & K	Escalator
CES-16	CP08-006961	9100 Pena Blvd	Concourse C	O & K	Escalator
CW-01	CP08-007065	9100 Pena Blvd	Concourse C	Kone	Power Walk
CW-02	CP08-007066	9100 Pena Blvd	Concourse C	Kone	Power Walk
CW-03	CP08-007067	9100 Pena Blvd	Concourse C	Kone	Power Walk
CW-04	CP08-007068	9100 Pena Blvd	Concourse C	Kone	Power Walk
CW-05	CP08-007069	9100 Pena Blvd	Concourse C	Kone	Power Walk
CW-06	CP08-007070	9100 Pena Blvd	Concourse C	Kone	Power Walk
CW-07	CP08-007071	9100 Pena Blvd	Concourse C	Kone	Power Walk
CW-08	CP08-007072	9100 Pena Blvd	Concourse C	Kone	Power Walk
FSE-01	CP16-000518	25365 E 75th Avenue	Fire Station 35	Schindler	Hydro
GEE-01	CP16-000115	27168 E 84th Ave	East Parking Garage	Kone	Traction
GEE-02	CP16-000116	27168 E 84th Ave	East Parking Garage	Kone	Traction
GEE-03	CP16-000117	27168 E 84th Ave	East Parking Garage	Kone	Traction
GEW-01	CP08-007131	8400 Pena Blvd	West Parking Garage	Kone	Traction
GEW-02	CP08-007132	8400 Pena Blvd	West Parking Garage	Kone	Traction
GEW-03	CP08-006885	8400 Pena Blvd	West Parking Garage	Kone	Traction



IE-01	CP08-006902	8700 Pena Blvd	Concourse A	Montgomery	Hydro
IE-02	CP08-006903	8700 Pena Blvd	Concourse A	Montgomery	Hydro
<b>UNIT #</b>	<b>State ID #</b>	<b>Address</b>	<b>Location</b>	<b>Manufacture</b>	<b>Type</b>
IE-03	CP08-006904	8700 Pena Blvd	Concourse A	Montgomery	Hydro
IE-04	CP08-006905	8700 Pena Blvd	Concourse A	Montgomery	Hydro
IE-05	CP08-006906	8700 Pena Blvd	Concourse A	Montgomery	Hydro
IE-06	CP08-006907	8700 Pena Blvd	Concourse A	Montgomery	Hydro
IE-07	CP08-007158	8700 Pena Blvd	Concourse A	Montgomery	Hydro
IE-08	CP08-007103	8700 Pena Blvd	Concourse A	Montgomery	Hydro
IE-10	CP15-000677	8700 Pena Blvd	Concourse A	Montgomery	Traction
IES-01	CP08-007034	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IES-02	CP08-007035	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IES-03	CP08-007036	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IES-04	CP08-007037	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IES-05	CP08-007038	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IES-06	CP08-007039	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IES-07	CP08-007040	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IES-08	CP08-007041	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IES-10	CP15-000678	8700 Pena Blvd	Concourse A	Montgomery	Escalator
IW-01	CP08-007073	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
IW-02	CP08-007074	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
IW-03	CP08-007075	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
IW-04	CP08-007162	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
IW-05	CP08-006988	8700 Pena Blvd	Concourse A	Montgomery	Power Walk
NTE-03	CP08-007104	8500 Pena Blvd	AOB	Montgomery	Hydro
PB-01	CP08-006989	8700 Pena Blvd	Main Terminal	Montgomery	Power Walk
PB-02	CP08-006990	8700 Pena Blvd	Main Terminal	Montgomery	Power Walk
PE-09	CP13-000774	8300 Pena Blvd	Plaza	Montgomery	Traction
PE-1	CP13-000775	8300 Pena Blvd	Plaza	Montgomery	Traction
PE-2	CP13-000776	8300 Pena Blvd	Plaza	Montgomery	Traction
PE-3	CP13-000777	8300 Pena Blvd	Plaza	Montgomery	Traction
PE-4	CP13-000778	8300 Pena Blvd	Plaza	Montgomery	Traction
PESC-1	CP13-000789	8300 Pena Blvd	Plaza	Montgomery	Escalator
PESC-3	CP13-000790	8300 Pena Blvd	Plaza	Montgomery	Escalator
PESC-4	CP13-000791	8300 Pena Blvd	Plaza	Montgomery	Escalator
TE-01	CP08-007106	8400 Pena Blvd	Main Terminal	Montgomery	Hydro
TE-02	CP08-007107	8400 Pena Blvd	Main Terminal	Montgomery	Hydro
TE-03	CP08-007108	8400 Pena Blvd	Main Terminal	Montgomery	Hydro
TE-04	CP08-007109	8400 Pena Blvd	Main Terminal	Montgomery	Hydro
TE-05	CP08-007110	8400 Pena Blvd	Main Terminal	Montgomery	Hydro

TE-06N	CP08-007111	8400 Pena Blvd	Main Terminal	Montgomery	Hydro
TE-06S	CP08-007112	8400 Pena Blvd	Main Terminal	Montgomery	Hydro
<b>UNIT #</b>	<b>State ID #</b>	<b>Address</b>	<b>Location</b>	<b>Manufacture</b>	<b>Type</b>
TE-08N	CP08-007113	8400 Pena Blvd	Main Terminal	Montgomery	Hydro
TE-08S	CP08-007114	8400 Pena Blvd	Main Terminal	Montgomery	Hydro
TE-30	CP08-007115	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-31	CP08-007116	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-32	CP08-007117	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-33	CP08-007118	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-34	CP08-007119	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-35	CP08-007120	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-36	CP08-007121	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-37	CP08-007122	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-38	CP08-007123	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-39	CP08-007124	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-40	CP08-007125	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-50	CP08-007126	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-51	CP08-007127	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-52	CP08-007128	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-53	CP08-007129	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-54	CP08-006908	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-55	CP08-006909	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-56	CP08-006910	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-57	CP08-006911	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-58	CP08-006912	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-59	CP08-006913	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-60	CP08-006914	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-70	CP08-006915	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-71	CP08-006916	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-72	CP08-006917	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-73	CP08-006918	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-74	CP08-006919	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-75	CP08-006920	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-76	CP08-006921	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-77	CP08-006922	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-78	CP08-006923	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-80	CP08-006924	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-90	CP08-006925	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-91	CP08-006926	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-92	CP08-006927	8400 Pena Blvd	Main Terminal	Montgomery	Traction

TE-93	CP08-006928	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-94	CP08-006929	8400 Pena Blvd	Main Terminal	Montgomery	Traction
<b>UNIT #</b>	<b>State ID #</b>	<b>Address</b>	<b>Location</b>	<b>Manufacture</b>	<b>Type</b>
TE-95	CP08-006930	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-96	CP08-006931	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-97	CP08-006932	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-98	CP08-006933	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TE-99	CP08-006934	8400 Pena Blvd	Main Terminal	Montgomery	Traction
TES-01	CP08-007042	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-02	CP08-007043	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-03	CP08-007044	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-04	CP08-007045	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-05	CP08-007046	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-06	CP08-007047	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-07	CP08-007048	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-08	CP08-007163	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-10	CP08-006963	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-11	CP08-006964	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-12	CP08-006965	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-13	CP08-006966	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-14	CP08-006969	8401 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-15	CP08-006968	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-16	CP08-006971	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-17	CP08-006970	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-18	CP08-006967	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-19	CP08-006972	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-20	CP08-006973	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-21	CP08-006974	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-22	CP08-006975	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-23	CP08-006976	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-24	CP08-006977	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-25	CP08-006978	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-26	CP08-006979	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-27	CP08-006980	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-28	CP08-006981	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-29	CP08-006984	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-30	CP08-006985	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-31	CP08-006986	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-32	CP08-006987	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-33	CP08-006982	8400 Pena Blvd	Main Terminal	Montgomery	Escalator



TES-34	CP08-006983	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-35	CP08-007161	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
<b>UNIT #</b>	<b>State ID #</b>	<b>Address</b>	<b>Location</b>	<b>Manufacture</b>	<b>Type</b>
TES-36	CP08-006995	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-37	CP08-006996	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-38	CP08-006997	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-39	CP08-006998	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-40	CP08-006999	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-41	CP08-007000	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TES-42	CP08-007001	8400 Pena Blvd	Main Terminal	Montgomery	Escalator
TW-01	CP08-006991	8400 Pena Blvd	Main Terminal	Montgomery	Power Walk
TW-02	CP08-006992	8400 Pena Blvd	Main Terminal	Montgomery	Power Walk
XE-01	CP08-007133	8500 Pena Blvd	Central Plant	Schindler	Hydro

**Westin Hotel  
Units**

SE-01	CP13-000779	8300 Pena Blvd	Hotel	Montgomery	Traction
SE-02	CP13-000780	8400 Pena Blvd	Hotel	Montgomery	Traction
FE-01	CP13-000769	8400 Pena Blvd	Hotel	thyssenKrupp	Traction
HE-01	CP13-000770	8300 Pena Blvd	Hotel	thyssenKrupp	Traction
HE-02	CP13-000771	8300 Pena Blvd	Hotel	thyssenKrupp	Traction
HE-03	CP13-000772	8300 Pena Blvd	Hotel	thyssenKrupp	Traction
HE-04	CP13-000773	8300 Pena Blvd	Hotel	thyssenKrupp	Traction
HE-05	CP13-000765	8300 Pena Blvd	Hotel	thyssenKrupp	Traction
HE-06	CP13-000766	8300 Pena Blvd	Hotel	thyssenKrupp	Traction
HE-07	CP13-000767	8300 Pena Blvd	Hotel	thyssenKrupp	Traction
HE-08	CP13-000768	8300 Pena Blvd	Hotel	thyssenKrupp	Traction
HESC-01A	CP13-000781	8400 Pena Blvd	Hotel	thyssenKrupp	Escalator
HESC-01B	CP13-000783	8400 Pena Blvd	Hotel	thyssenKrupp	Escalator
HESC-02A	CP13-000782	8400 Pena Blvd	Hotel	thyssenKrupp	Escalator
HESC-02B	CP13-000784	8400 Pena Blvd	Hotel	thyssenKrupp	Escalator
HESC-05	CP13-000785	8400 Pena Blvd	Hotel	thyssenKrupp	Escalator
HESC-06	CP13-000786	8400 Pena Blvd	Hotel	thyssenKrupp	Escalator
HESC-07	CP13-000787	8400 Pena Blvd	Hotel	thyssenKrupp	Escalator
HESC-08	CP13-000788	8400 Pena Blvd	Hotel	thyssenKrupp	Escalator

**SECTION D: APPENDIX II**

**1. CONTRACT PERFORMANCE OBJECTIVES AND PERFORMANCE ASSESSMENT PROCESSES AND NON-PERFORMANCE RESULT**

*\*DEN will waive Performance Deductions, except Performance Objective A – Inspections, for a period of three (3) months starting September and ending November 2020.*

<p><u>Performance Objective A:</u> Safety tests and required inspections meet applicable codes, laws and regulations.</p>	<p><u>Performance Standard:</u> All safety tests and required inspections meet applicable codes, laws and regulations, by the inspection date.</p>	<p><u>Method of Performance Standard:</u> Documentation of all safety tests and required inspections are to be presented (within 24 hours of inspection date) to Contract Administration and/or the Conveyance Administrator for review. The contractor shall maintain an accurate data base that will include current Certificates of Operation and Current 3<sup>rd</sup> party inspection reports for all conveyance types.</p>	<p><u>Non-Performance Result:</u> \$1500 deduct per missed inspection by fault of contract or failed inspection/failed reinspection that results in a unit left non-operational pending completion of further corrective measures. Contractor shall correct any deficiencies without additional costs to the City.</p>
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<p><u>Performance Objective B:</u> Elevators, escalators and power walks are reliable and available for use.</p>	<p><u>Performance Standard:</u> Each unit; elevators, escalators, and power walks and dumb waiters are fully operational at least <u>99%</u> per month. (The 99% operational number does not include downtime for Third Party Inspections, Condition Assessments, PMs, Scheduled Maintenance, Vandalism, Misuse, Abuse). Note: 99% = operational time of 23.75 hours per unit per day.</p>	<p><u>Method of Performance Standard:</u> Run time compared to down time as measured through communications between the Contractor and MCC with verification inspections by Contract Administration and/or Conveyance Administrator.</p>	<p><u>Non-Performance Result:</u> If the DEN Campus (Concourses, Terminal, Parking Structures, Hotel, Plaza, and Outlying Facilities) achieves an overall uptime of 99%, and if no more than 12 units exceed 1% downtime, the deduction will be \$0. Should a facility (a Terminal, or a Concourse) achieve an overall uptime of 99%, and there are 4 or more units that do not achieve the 99% requirement within that facility, the deduct will be \$1,000 per unit, for all units not meeting 99%, for that facility.  Should a facility achieve an overall uptime of 99%, but there are 1-3 units that do not achieve the 99% requirement within that facility, the deduct will be \$500 per unit for that facility.  \$1,250 deduct for each unit with a percentage less than 99% AND the facility (Concourse A, B, C or Main Terminal) does not meet an overall 99% uptime.  In any of the above scenarios, if any individual unit exceeds 50% downtime, deductions fall to the next level of the deduction hierarchy.</p>
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<p><u>Performance Objective C:</u> On-site stocks of parts and materials are enough to ensure the timely repair and service of all the equipment covered under this contract.</p>	<p><u>Performance Standard:</u> Equipment outages and service/repair delays due to waiting on parts and materials must not exceed 24 hours/ per unit/per day for all the equipment serviced and maintained under this contract. Any unit down for 24hrs or more will be considered waiting on parts unless documentation is provided otherwise.</p>	<p><u>Method of Performance Standard:</u> The Contractor shall notify the Contract Administration or Conveyance Administrator when parts are ordered, again when the parts are received, and the service or repair is initiated. Agreement shall exclude obsolescence and major component repairs that require outside machine shop intervention (i.e. motors, gear boxes, brakes, custom pallets, handrails sprockets, step chains, bearings, etc.)</p>	<p><u>Non-Performance Result:</u> \$1,000 deduct per unit outage per day, after the first 24 hours, in excess of the performance standard.</p>
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<p><u>Performance Objective D:</u> Down Equipment Shift Report</p>	<p><u>Performance Standard:</u> The Contractor is responsible for keeping the Maintenance Control Center (MCC) informed with at least one update per shift, as to the status of repairs, of any equipment/unit inoperable and any/or time waiting for materials. If the unit is going to be down more than 24hrs, Contractor will provide a detail report to Contract Administration and/or the Conveyance Administrator, explaining why unit is down and estimated time for back in service.</p>	<p><u>Method of Performance Standard:</u> The MCC shall record and update the work status as communicated to them by the Contractor.</p>	<p><u>Non-Performance Result:</u> \$100 deduct for each missed Down Equipment Shift Report</p>
<p><u>Performance Objective E:</u> Qualified and Certified Mechanics and Transit Technician (helpers) will be assigned to this facility and contract.</p>	<p><u>Performance Standard:</u> The workforce shall be comprised of qualified and certified Mechanics and Transit Technicians (helpers) who are regularly scheduled full-time (40 hours per week) employees assigned exclusively to this facility and contract.</p>	<p><u>Method of Performance Standard:</u> The Contractor shall provide Contract Administration and/or the Conveyance Administrator (upon request) with the names and position titles of all personnel who will be assigned to this facility and contract, as well as, any back up personnel that may be used and these</p>	<p><u>Non-Performance Result:</u> \$1,000 deduct per position per day for failure to meet minimum staffing levels</p>

		lists must be kept current.	
<u>Performance Objective F:</u> Contractor training program.	<u>Performance Standard:</u> The Contractor shall, at a minimum, conduct monthly occupational (OSHA), technical and/or safety training for each employee and shall maintain a training record for each employee.	<u>Method of Performance Standard:</u> Training records shall be made available to the contract administrator and/or conveyance specialist upon request.	<u>Non-Performance Result:</u> \$1,000 deduct if training records do not meet the performance standard or the Contractor fails to provide training records when requested.
<u>Performance Objective G:</u> A checklist is posted in each elevator machine room	<u>Performance Standard:</u> The Contractor shall post a checklist in each elevator machine room that shall be marked with the equipment number, date, time, assignment and initialed by the assigned technician.	<u>Method of Performance Standard:</u> The Contract Administration and/or Conveyance Administrator shall randomly inspect the elevator machine room checklists to assure compliance and compare, if deemed necessary, other work documentation to the content of the checklists.	<u>Non-Performance Result:</u> \$500 deduct per failure to meet the performance standard.
<u>Performance Objective H:</u> Completed Preventative Maintenance (PM)	<u>Performance Standard:</u> All PM's as defined in this agreement shall be completed to the entirety of the "Required Frequency and Task"	<u>Method of Performance Standard:</u> The contractor shall record all details of PM's completed. Contract Administration and/or the Conveyance Administrator will assess the work completed using data	<u>Non-Performance Result:</u> \$500 Deduct per task not completed.



		recorded by the contractor.	
<u>Performance Objective I: Emergency</u>	<p><u>Performance Standard:</u> The Contractor shall respond to emergency (an entrapment) and trouble calls (broken glass, slip and falls, equipment failure – excluding restarts) within ten (10) minutes after being contacted by the MCC. Contractor will notify the MCC upon their arrival at the equipment location. This will be accomplished by utilizing the handheld radio or phone call. Failure to notify MCC when on site will be considered a non-performance result. Please note: repeated entrapment or equipment failures on the same conveyance unit will receive multiple deductions for that unit. The responding technician shall notify the MCC upon the restoration of service and/or provide an estimated time to restore service.</p>	<p><u>Method of Performance Standard:</u> Contract Administration and/or the Conveyance Administrator or designee shall monitor activity via data input into Maximo Asset Downtime Module or other Computer Management System. <u>DEN electronic log book</u></p>	<p><u>Non-Performance Result:</u> Deduct \$1000 for each response time over the 10-minute required response time performance standard; including Contractors notification to MCC upon their arrival.</p>

**SECTION E: EXHIBIT A**

<b>Performance Standard</b>	<b>Incentive</b>
<p>Each Elevator, escalator, power walk and dumb waiter is fully operational at least <u>99%</u> of the time.</p> <p>Note: 99% = operational time of 23.75 hours per unit per day, calculated monthly</p>	<p>One percent (1%) of the annual contract value when all units reach 99% uptime per month – incentive will be paid on a monthly basis.</p> <p>For example: If the Contract annual amount is \$100,000 per year, fulfillment of this Performance Standard would pay the Contractor \$1,000 for each month the standard is achieved. Total is for all pieces of equipment (total number of pieces of equipment can change due to site wide construction projects).</p>





**SECTION G: EXHIBIT B**

**Item #1**

**Monthly Charge for maintenance, repair and operational services of all elevators, escalators, power walks, dumb waiters and associated systems at Denver International Airport as outlined above. All prices quoted shall be firm and fixed for the specified contract period.**

<b>ITEM #1</b>		
Monthly Charge for maintenance, repair, and operational services for the Conveyances at Denver International Airport as outlined in the Technical Specifications—this price is inclusive of any overtime compensation owed to contractor employees for work covered by this agreement		
<b>YEAR</b>	<b>Monthly Price</b>	<b>Yearly Price</b>
Year 1 - 2020	\$714,895	\$8,578,740
Year 2 - 2021	\$739,000	\$8,867,995
Year 3 - 2022	\$763,895	\$9,166,737
Year 4 (renewal year) - 2023	\$789,606	\$9,475,278
Year 5 (renewal year) - 2024	\$816,162	\$9,793,939
Year 6 (renewal year) - 2025	\$843,588	\$10,123,052

<b>ITEM #2</b>						
Hourly Labor Rate - Billable charge for services not covered by this agreement by position – these rates will also be used to deduct the monthly invoices for staffing deficiencies as stated in Section 6.6 of the Technical Specifications						
<b>Position</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
Site Manager	\$ 72.12	\$ 75.00	\$78.00	\$81.12	\$84.36	\$87.74
Assistant Manager	\$ 72.12	\$ 75.00	\$78.00	\$81.12	\$84.36	\$87.74
Shift Forman	\$261.00	\$270.00	\$278.00	\$288.00	\$297.00	\$307.00
Shift Forman’s – Shift Differential	2nd Shift Differential add 10% and 3rd Shift Differential 15% to base wage.					
Mechanic – Regular	\$232.00	\$240.00	\$247.00	\$256.00	\$264.00	\$273.00
Mechanic – Shift Differential	2nd Shift Differential add 10% and 3rd Shift Differential 15% to base wage.					
Helper – Regular	\$186.00	\$192.00	\$198.00	\$204.00	\$211.00	\$218.00
Helper – Shift Differential	2nd Shift Differential add 10% and 3rd Shift Differential 15% to base wage.					

<b>ITEM #3</b>						
Proposers may add additional position types as needed below.						
<b>Additional Positions</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
Associated Superintendent	\$36.06	\$37.50	\$39.00	\$40.56	\$42.18	\$43.87

<b>ITEM #4 - Material / Risk Rate/Per Unit</b>						
Reduction pricing for units out of service for longer than 30 days not related to maintenance repairs						
<b>Position</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
Elevator	\$858.00	\$886.00	\$915.00	\$945.00	\$976.00	\$1,008.00
Escalator	\$858.00	\$886.00	\$915.00	\$945.00	\$976.00	\$1,008.00

Power Walk	\$858.00	\$886.00	\$915.00	\$945.00	\$976.00	\$1,008.00
Dumb Waiter	\$429.00	\$443.00	\$457.00	\$472.00	\$488.00	\$504.00

**ITEM #5 - Material / Risk Rate / Per Unit**

Pricing for additional conveyance units due to expansion and/or renovation projects						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
Elevator	\$858.00	\$886.00	\$915.00	\$945.00	\$976.00	\$1,008.00
Escalator	\$858.00	\$886.00	\$915.00	\$945.00	\$976.00	\$1,008.00
Power Walk	\$858.00	\$886.00	\$915.00	\$945.00	\$976.00	\$1,008.00
Dumb Waiter	\$429.00	\$443.00	\$457.00	\$472.00	\$488.00	\$504.00
Monthly Technician Labor ADD	\$23,525	\$24,297	\$25,094	\$25,917	\$26,767	\$27,645

Pricing Notes:

1. Item #4 & #5 - Add/deduct units:

a) Add or deduct units sample calculation - based on year added:

Material/Risk Rate (#4 or #5) x Number of Units = Material/Risk + Technician Labor Add = Monthly Add

Example:

Year 1 = \$858 per unit/month

Units Added = 22

Material/Risk = \$858 x 22 = \$18,876/per unit/month

Labor = \$23,525/month

Total Route Add = \$42,400 /month

b) TKE will maintain a 22:1 unit/technician ratio for preventative maintenance. It is recommended that a technician be added in advance of the 22 unit threshold to ensure quality of service is maintained.

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
EXHIBIT C**

**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](mailto: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.

**C. Coverages and Limits**

1. Commercial General Liability:

Vendor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$5,000,000 each occurrence, \$5,000,000 products and completed operations aggregate and \$5,000,000 project/location aggregate.

- 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. Coverage shall include Mobile Equipment Liability.
- c. Coverage shall include Fire Legal Liability in a minimum limit of \$100,000 each fire.

2. Business Automobile Liability:

Vendor 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 Vendor 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.
- c. The policy must not contain an exclusion related to operations on airport premises
- d. If transporting waste, hazardous material, or regulated substances, Vendor shall carry the Broadened Pollution Endorsement and an MCS 90 Endorsement on its policy.
- e. If Vendor is an individual or represents that Vendor does not own any motor vehicles and Vendor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- f. If Vendor will be completing all services to DEN under this Agreement remotely this requirement will be waived.



3. **Workers' Compensation and Employer's Liability Insurance:**  
Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.
  - a. If Vendor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.
  
4. **Contractors Pollution Liability:**  
Vendor shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.
  - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.
  - b. For the purpose of this provision, work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting Vendor's covered operations.
  
5. **Installation Floater:**  
Vendor shall provide coverage with a limit equal to the full insurable value of materials and equipment and be written on a Special Covered Cause of Loss Form including theft, faulty workmanship, mechanical or electrical damage during testing and labor costs to repair damaged work, and soft costs. The policy shall cover property while located at the project site, at temporary locations, or in transit; and name the City as the loss payee on the policy, as its interests may appear. Coverage shall remain in force until acceptance of the work by the City.
  
6. **Property Coverage:**  
Vendor is solely responsible for any loss or damage to their business personal property including, without limitation, tools, equipment, temporary structures, or property or materials created or provided under the Agreement until installed at the Project Site. If Vendor has purchased a property insurance policy to insure their business personal property, such policy must include a Waiver of Subrogation clause in favor of the City (refer to Section E).
  
7. **Property Coverage for City Property in Vendor's Care, Custody and Control:**  
Vendor shall provide coverage on a replacement cost basis for damage to property that is owned or leased by the City that is in the care, custody and control of Vendor during its operations under this Agreement.
  - a. The City shall be named Loss Payee as its interest may appear.
  - b. Any deductible in excess of \$100,000 each occurrence must be disclosed to and approved by DEN Risk Management.
  
8. **Professional Liability (Errors and Omissions) Insurance:**  
Vendor shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable services outlined in the Contract.

9. **Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):**  
Vendor shall maintain a limit no less than \$1,000,000 each claim and annual aggregate; \$1,000,000 each claim and annual 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 Contract.
  - 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.
10. **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), Vendor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as Additional Insureds by policy endorsement.

**E. Waiver of Subrogation**

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

**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 or afforded as outlined above, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

**G. Additional Provisions**

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the policyholder.
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. Coverage limits purchased by Consultant greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance and extended to the benefit of the City.
  6. 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.
  7. Vendor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
  8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by 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.
  9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
  10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Vendor'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. Vendor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
  11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
  12. No material changes, modifications or interlineations to insurance coverage shall be allowed without the review and approval of DEN Risk Management.
  13. Vendor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
  14. Vendor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.



Department of Aviation  
**STANDARD POLICIES AND PROCEDURES**



### SELF INSURANCE PROTOCOL FOR VENDORS

No. 1020  
 Series: POLICY SERIES  
 Issue Date: 09/05/19  
 Revision Date: N/A

**PURPOSE:** To provide a consistent process for evaluating vendor requests to self-insure one or more contractual insurance requirements, determining acceptability of the request and issuing formal documentation of decision to accept or decline a self-insurance program.

**PROCEDURE:**

Denver International Airport (DEN) does not solicit or encourage Vendors to self-insure their contractual obligations, so the initiating request that triggers this procedure comes from the Vendor during either the procurement process or the final negotiations of contract terms and conditions.

Once a Vendor has requested one or more insurance requirement obligations be addressed by their self-insurance program the following steps shall be taken:

1. DEN Contract Administrator advises DEN Risk of the specific self-insurance request (i.e. which insurance policies/coverages required in the contract are intended by the Vendor to be self-insured).
2. DEN Risk will verify the appropriate contact information for the Vendor and the list of DEN stakeholders to include in communications (e.g. assigned attorney) with the DEN Contractor Administrator.
3. DEN Risk will review the applicable contractual insurance requirements against the request and the scope of work and research the Vendor at a high level to determine if the request should move forward in the process.

Factors evaluated at this stage include, but are not limited to:

- Vendor's years in business
  - Vendor's financial strength
  - Duration of DEN contract term
  - Type of coverage requested to be self-insured vs. scope of work
- 3.1 If DEN Risk declines to proceed, they will provide written notification to the Vendor with copy to the DEN stakeholders. Vendors are permitted to resubmit if additional information becomes available.
  - 3.2 If DEN Risk agrees to further consider the request, the following steps in the process will be taken.
4. DEN Risk will issue a memo to the Vendor with copy to the DEN stakeholders outlining the information the Vendor must submit for self-insurance consideration (see Exhibit A).
  5. Following receipt of all requested documentation from the Vendor (See Exhibit A), DEN Risk will review and send information together with its recommendation to DEN Legal and DEN Accounting for further review, including, but not limited to, verification of financial strength of the Vendor to pay possible claims along with review of outstanding legal liabilities. DEN Legal and DEN Accounting will provide their additional recommendation on acceptance or declination to DEN Risk.
  6. Based on the collective reviews of DEN Risk, DEN Legal and DEN Accounting a decision will be reached by the group as to acceptance or declination of the Vendor's self-insurance request.

Department of Aviation

## STANDARD POLICIES AND PROCEDURES



- 6.1 If self-insurance is accepted, DEN Risk will issue a formal written letter, including all received documentation from the Vendor as addenda (see Exhibit B for example without addenda). The approval letter will be distributed via email to the Vendor with copy to the DEN stakeholders and shall become part of the final contractual agreement. [Note: There may also be other contractual amendments required by DEN Legal to fully document the change.]
  
- 6.2 If self-insurance is declined, DEN Risk will issue a formal written letter to the Vendor with copy to the DEN stakeholders confirming the declination and providing general reasoning for the decision.


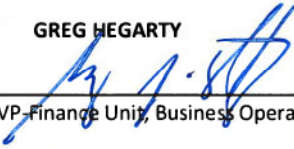
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Department of Aviation  
**STANDARD POLICIES AND PROCEDURES**



DENVER INTERNATIONAL AIRPORT  
POLICY & PROCEDURE  
RECOMMENDED AND APPROVED

Policy Description: **1020 – SELF INSURANCE PROTOCOL FOR VENDORS**

<p><b>LIZ TREVIÑO</b>  _____ Airport Policies Coordinator</p>	<p><b>GREG HEGARTY</b>  _____ SVP, Finance Unit, Business Operations</p>
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Legal Department



June 26<sup>h</sup>, 2020

Janet C Bressler  
DEN Risk Manager  
Sent via e-mail [janet.bressler@flydenver.com](mailto:janet.bressler@flydenver.com)

**Re: DEN – thyssenkrupp Elevator Self-insured (certain programs)**

Dear Ms. Bressler,

I am the Vice President of Risk and Litigation Management for thyssenkrupp Elevator Corporation (“thyssenkrupp”) and it is in that capacity that this letter is written. Please accept this letter as a formal request to self-insure the below listed insurance requirements.

The most recent request for proposal “Conveyance Maintenance and Service” No. 201951611 dated September 2019 included several insurance items that (1) thyssenkrupp believes are not an exposure to thyssenkrupp and (2) elects to self-insure any potential risk associated with not having the coverage in place.

The thyssenkrupp family of companies has been around since the early 1800’s with the Elevator technology group being the strongest and most profitable today. Thyssenkrupp has nearly 3 billion in annual sales and employees close to 10,000 employees in the U.S.

The following coverage(s) thyssenkrupp requests to self insure:

**Professional liability (\$1,000,000)**- thyssenkrupp is not a professional contractor and is not providing or proposing to provide design services for DEN. In addition, any policy that could be secured would have a deductible that would exceed the requested limit.

**Pollution Liability (\$1,000,000)**- thyssenkrupp has limited exposure to pollution liability as most products/ services provided do not contain hazardous materials that would result in a pollution exposure. Notwithstanding, thyssenkrupp has not had a claim/incident resulting from any pollution condition in over 20 years. In addition, any policy that could be secured would have a deductible that would exceed the requested limit.

**Technology Errors and Omissions (\$1,000,000/\$250,000)**- thyssenkrupp is not providing any services to DEN that could trigger a claim under this requested policy. In addition, any policy that could be secured would have a deductible that would exceed the requested limit.

Based on the above information, thyssenkrupp respectfully requests to self-insure and will agree to indemnify DEN for any losses resulting from the above policies.

If you have any questions, please do not hesitate to contact me at 954-597-3016.

Sincerely,

Thyssenkrupp Elevator Corporation

A handwritten signature in blue ink that reads "Scott J. Silitsky".

Scott J. Silitsky

BOND NO. SU32200

## EXHIBIT D

CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION

## PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ThyssenKrupp Elevator Corporation,  
3100 Interstate N. Circle SE, Suite 500, Atlanta, GA 30339  
a corporation organized and existing under and by virtue of the laws of the State of DE,  
hereafter referred to as the "Contractor", and Aspen American Insurance Company  
a corporation organized and existing under and by virtue of the laws of the State of TX,  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the  
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to  
as the "City", in the penal sum of **ONE MILLION DOLLARS AND NO CENTS (\$)**, 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 above bounden Contractor has entered into a written contract with the City for furnishing all  
labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to  
do, perform and complete **CONTRACT NO. 201951611**, Denver, Colorado, and has  
bound itself to complete the project within the time or times specified or pay liquidated damages, all as  
designated, defined and described in the said Contract and Conditions thereof, and in accordance with the  
Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully  
observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the  
Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference  
made a part thereof and any alterations 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 the said Contractor shall satisfy all claims and demands incurred by the  
Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all  
damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of  
the Contract), claims, demands, expense and charge of every kind (including claims of patent infringement)  
arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said  
work; and shall fully reimburse and repay to the City all costs, damages, losses and expenses which it may  
incur in making good any breach or default based upon the failure of the Contractor to fulfill its obligation to  
furnish maintenance, repairs, services, or replacements for the full guarantee period provided in the Contract  
Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

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

PROVIDED FURTHER, that if the said Contractor 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 used or consumed by said Contractor or its subcontractors in performance of the work contracted to  
be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the  
result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety 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 value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect 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 Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this  
17th day of July, 2020

Attest: Mark Hintz  
Secretary

ThyssenKrupp Elevator Corporation  
Contractor

By: Georges Wheeler **Georges Wheeler**  
**Contract Analyst**  
President

Aspen American Insurance Company  
Surety

By: Kimberly Bragg  
**Attorney-In-Fact, Kimberly Bragg**

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

APPROVED AS TO FORM:

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

Signatures by CEO, CAO and the Mayor will be  
provided later and shall be fully incorporated herein.  
By: \_\_\_\_\_  
**Assistant City Attorney**

APPROVED FOR THE CITY AND COUNTY  
OF DENVER

Signatures by CEO, CAO and the Mayor will be  
provided later and shall be fully incorporated herein.  
By: \_\_\_\_\_  
**MAYOR**

Signatures by CEO, CAO and the Mayor will be  
provided later and shall be fully incorporated herein.  
By: \_\_\_\_\_  
**CEO DEPARTMENT OF AVIATION**



**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION  
(SAMPLE)**

FAX NUMBER: 303-342-2552  
TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney  
Airport Office Building  
8500 Pena Blvd. #9810  
Denver, CO 80249-6340

RE: ThyssenKrupp Elevator Corporation

Contract No: 201951611  
Project Name: Denver International Airport - Professional Operation Repair & Maintenance Services  
Contract Amount: \$26,613,472.00 / Bond Amount: \$1,000,000.00  
Performance and Payment Bond No.: SU32200

Dear Assistant City Attorney,


The Performance and Payment Bonds covering the above captioned project were executed by this agency, through \_\_\_\_\_ Aspen American Insurance Company \_\_\_\_\_ insurance company, on July 17, 2020

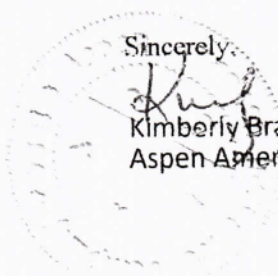
We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at 312-288-7700.

Thank you.

Sincerely,

  
Kimberly Bragg, Attorney-In-Fact  
Aspen American Insurance Company



## ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 17th day of July, 2020, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say that he/she is Attorney-In-Fact of

Aspen American Insurance Company

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.

Sarah E. Green  
Notary Public, Sarah E. Green







Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Kimberly Bragg** of Willis Towers Watson Midwest, Inc. its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowaky, Senior Vice President, Mathew Raino, Vice President, Kevin Gillen, Senior Vice President and Ryan Field, Vice President,

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 24th day of June, 2016.

STATE OF CONNECTICUT

SS. ROCKY HILL.

COUNTY OF HARTFORD

Aspen American Insurance Company

*Kevin Gillen*  
Kevin Gillen, Senior Vice President

On this 24<sup>th</sup> day of June, 2016 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

*Patricia C. Taber*  
Notary Public

My commission expires: May 31, 2021

Patricia C. Taber  
Notary Public  
State of Connecticut  
My Commission Expires May 31, 2021



CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 17th day of July, 2020

By: *Kevin Gillen*

Name: Kevin Gillen, Senior Vice President



\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com





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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: August 16, 2019

SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 146  
Publication Date: August 16, 2019  
(12 pages)

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

Attachments as listed above.

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

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

Last Revision: 06-07-18

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

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

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

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

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

Last Revision: 04-05-18

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

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

**CONVEYANCE SYSTEM MAINTENANCE SERIES****Effective Date:** 09-20-18

Last Revision: 10-19-17

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$23.72	\$7.22
Machinery Maintenance Mechanic	\$27.19	\$7.62
Controls System Technician	\$30.26	\$7.97

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

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

**Entry Support Mechanic**

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

**Machinery Maintenance Mechanic**

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

**Controls System Technician**

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

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



**CUSTODIANS****Effective Date: 01-17-19**

Last Revision: 01-18-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Custodian I	\$15.53	\$6.46 (Single) \$9.63 (Children) \$10.34 (2-party) \$13.52 (Family)
Custodian II	\$15.88	\$6.51 (Single) \$9.69 (Children) \$10.40 (2-party) \$13.58 (Family)

**Benefits and Overtime**

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

**Custodian I**

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

**Custodian II**

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

**DIA OIL & GAS****Effective Date:** 06-20-19

Last Revision: 03-15-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Derrick Hand/Roustabout	\$14.04	\$6.10
Electrician	\$28.41	\$7.76
Mechanic	\$24.26	\$7.28
Pipefitter	\$25.62	\$7.44
Rig/Drill Operator	\$22.29	\$7.05
Truck Driver	\$22.95	\$7.13

**Heavy Equipment Mechanic**

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

**Pipefitter**

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

**Well Driller**

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

**Laborer**

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

**Truckdriver**

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

**ELEVATOR MECHANIC**

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

**FINISHER & JOURNEYMAN**  
TILE, MARBLE AND TERRAZZO

Effective Date: 06-20-19  
Last Revision: 09-20-18

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

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

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

**FIRE EXTINGUISHER REPAIRER**

Effective Date: 07-19-19  
Last Revision: 09-20-18

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

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

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



**FUEL HANDLER SERIES****Effective Date: 11-15-18**

Last Revision: 01-18-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Fuel Distribution System Operator	\$23.31	\$7.17
Lead Fuel Distribution System Operator	\$24.37	\$7.29
Fuel Distribution System Mechanic	\$30.61	\$8.01
Lead Fuel Distribution System Mechanic	\$32.00	\$8.17

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

**Fuel Distribution System Operator**

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

**Lead Fuel Distribution System Operator**

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

**Fuel Distribution System Mechanic**

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

**Lead Fuel Distribution System Mechanic**

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

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

**FURNITURE MOVERS**

Moving, Storage and Cartage Workers

**Effective Date:** 11-15-18

Last Revision: 01-18-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Laborer/Helper	\$17.36	\$6.48
Furniture Driver/Packer	\$17.43	\$6.49
Lead Furniture Mover	\$18.22	\$6.58

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

Last Revision: 06-07-18

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

**De-icing Facility Operator**

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

**Maintenance Mechanic**

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

**Glycol Plant Specialist/Material Handling Laborer**

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

**PARKING ELECTRONICS TECHNICIAN****Effective Date: 11-15-18**

Last Revision: 12-07-17

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$24.35	\$7.29

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

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

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

Last Revision: 09-20-18

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

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

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

**QUALITY CONTROL & ASSURANCE TECHNICIAN****Effective Date: 05-16-19**

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$23.85	\$7.23

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

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

Last Revision: 10-15-10

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

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



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

### TRANSIT TECHNICIANS

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

### TREE TRIMMERS

**Effective Date: 09-20-18**

Last Revision: 10-19-17

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$19.94	\$6.78

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

### WINDOW CLEANER

**Effective Date: 11-15-18**

Last Revision: 12-01-16

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$26.04	\$8.36 (Single) \$11.76 (2-party) \$14.23 (Family)

#### Benefits/Overtime

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

offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all Sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE 201951611.

#### GENERAL CIVIL RIGHTS PROVISIONS

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

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

#### Compliance with Nondiscrimination Requirements

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.



## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

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

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

## **APPENDIX**

### **Federal Aviation Administration Required Contract Provisions**

#### **ALL CONTRACTS – NON-AIP FUNDED**

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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