

THIS AGREEMENT, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **THYSSENKRUPP ELEVATOR INC.**, a Georgia Corporation who is authorized to business in the State of Colorado, (“Contractor”), Party of the Second Part:

WITNESSETH:

WHEREAS, the City owns, operates and maintains Denver International Airport, (hereinafter referred to as "DIA," or the "Airport"); and

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

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

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

1. **LINE OF AUTHORITY:** The City's Manager of Aviation, his/her designee or successor in function (hereinafter referred to as the "Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his/her authority over the work described herein to the Deputy Manager of Aviation Infrastructure Management, hereinafter referred to as "Deputy Manager," as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Deputy Manager's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the contract administrator and/or conveyance specialist. The Contractor shall submit its reports, memoranda, correspondence and submittals to the contract administrator and/or conveyance specialist. The Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of authority and the Deputy Manager may from time to time designate a different individual to act as contract administrator and/or conveyance specialist, upon notice to the Contractor.

2. **MAINTENANCE SERVICES:**

A. The Contractor, after it receives a written Notice to Proceed from the Deputy Manager, 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.

3. **MAXIMUM LIABILITY, COMPENSATION, AND PAYMENT:**

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of Thirty One Million Six Hundred Forty Thousand Four Hundred Dollars and No Cents (**\$31,640,400.00**) (the “Maximum Contract

Liability”). The Maximum Contract Liability may only be increased by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City’s “City and County of Denver, Airport System and Operation and Maintenance Fund” and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. It is presumed that the Contractor’s charges and fees for the work included in the Contractor’s Scope of Work as set forth in **Exhibit A** include all expenses (including incentive payments), and therefore no expenses shall be separately reimbursed hereunder for such work. Any services performed beyond those set forth therein are performed at Contractor’s risk and without authorization under the Agreement.

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized at the commencement of the term of this Contract, such partial funding consisting of the approved and/or encumbered amount of Four Million Seven Hundred and Ninety Four Thousand Dollars and Zero Cents (**\$4,794,000.00**). The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. The City reserves the right to direct the Contractor to perform only limited portions of the work described in **Exhibit A** and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written Notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written Notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City’s written Notice must be signed by the City’s Deputy Manager of Aviation, Maintenance and by the City’s Deputy Manager of Aviation, Finance and Administration, otherwise it is invalid and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

D. **TIME OF PAYMENT / PROMPT PAYMENT:** Terms shall be subject to the City’s Prompt Payment Ordinance D.R.M.C. 20-107 *et-seq.* subject to the Maximum Contract Liability set forth herein. Payments shall be based upon monthly invoices and receipts submitted by Contractor in accordance with the provision of this Agreement and that have been audited and approved by the City. The Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City’s Prompt Payment Ordinance. For any subcontractor engaged by Contractor under this Agreement, the Contractor is subject to Section 20-112, D.R.M.C., requiring the Contractor to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments by Contractor are subject to a late payment penalty as provided for in Section 20-112.

E. **ADDITIONAL SERVICES:** The Contractor may also perform services, hereinafter referred to as “Additional Services,” which relate to the subject matter of this Agreement, but which the Manager determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses therefore have been authorized in writing in advance by the Manager. In no event shall the approval of Additional Services, and the cost of performing them, be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability set forth in Section 5 of this Agreement.

F. **SCHEDULING, PROGRESS REPORTS AND INVOICES:** Monthly payments shall be made to the Contractor based on monthly invoices submitted by the Contractor in accordance with the provisions of this Agreement, which invoices have been audited and approved by the City. Each such

invoice shall bear the signature of an authorized officer of the Contractor certifying that the information set forth in the invoice is true and correct.

G. **INCENTIVE PAYMENTS:** Incentive payments may be made in accordance with the amounts and requirements specified in Exhibit A "Scope of Work". No payments made shall increase the Maximum Contract Liability.

4. **TERM:** The term of this Agreement shall commence on September 1, 2014 and shall terminate on August 31, 2017 at Midnight; however, in the Manager's sole discretion, this Agreement shall remain in full force and effect to permit completion of any work which was commenced prior to the date upon which the term of this Agreement otherwise would have terminated.

The term of this Contract may be extended for three periods of one year each, on the same terms and conditions as set forth in this Agreement, including pricing, by written consent of the Manager of Aviation and the Contractor. However, no extension of the Contract Term shall increase the Maximum Contract Liability amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

5. **PREPARATION FOR ASSUMPTION OF RESPONSIBILITY:** The Contractor shall, after delivery of the written notice to proceed from the City, take such actions as are necessary to assure commencement of its operations under the Agreement at 12:01 a.m. of the Agreement commencement date or other such time as may be identified by the Manager of Aviation. These preparatory actions by the Contractor shall include, but are not limited to, setting up its office at the Airport, hiring and training its personnel, and acquiring the necessary equipment. In order to conduct an orderly transition, the Contractor will obtain from the City, at least seven (7) calendar days prior to assumption of responsibility (assumption of the requirements of the Contract), all badges, clearances, and permits that are required to conduct elevator equipment maintenance and operation services for facilities located at Denver International Airport the in accordance with this agreement.

6. AIRPORT SECURITY:

A. It is a material requirement of this Agreement that Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by Contractor or any of its employees or subcontractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

B. Upon execution of this Agreement, Contractor shall promptly meet with the Airport's Assistant Security Manager to establish badging requirements for Contractor's operations under this Agreement. Contractor shall obtain the proper access authorizations for all of its employees and subconsultants who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of Contractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Agreement, Contractor shall take

immediate steps to comply with security modifications which occur as a result of the changed status. Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to Contractor's operations at the Airport.

D. Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If Contractor fails to do so, Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to Contractor under this Agreement.

7. **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 Deputy Manager with any City agency, or any person or firm under contract with the City doing work which affects the Contractor's work.

8. **CITY REVIEW OF PROCEDURES:** The Contractor agrees that the City's Auditor, the Manager, the Project Manager, or any of the Manager'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 Consultant pertinent to this Agreement

9. **DEFENSE AND INDEMNIFICATION:** The contractor hereby agrees to release, indemnify and save harmless the City, its officers, agents and employees from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Agreement, or the occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Contractor's employees, representatives, suppliers, invitees, contractors and agents; provided; however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees, from liability or damages to the extent they result from the negligence of the City's officers, agents and employees. The contractor's obligation set out in this paragraph shall survive the termination of this Agreement. The insurance coverage's specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement

10. **SURETY BONDS:**

A. A Performance Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than Five Hundred and Twenty Seven Thousand Dollars and Zero Cents (**\$527,000.00**) 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 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 Manager of Aviation. If the Manager of Aviation 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 Manager of Aviation 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 two 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 Performance 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 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 of Five Hundred and Twenty Seven Thousand Dollars and Zero Cents (**\$527,000.00**). 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 Performance Bond.

D. The form of 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.

11. **INSURANCE:**

A. Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the 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 the 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. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the 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 the City's Risk Management Administrator, Contractor shall include all subcontractors 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. 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. The parties hereto understand and agree that the 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 the City and County of Denver, its officers, officials and employees.

12. **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.

13. **ASSIGNMENT:** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the City's Manager of Aviation thereto. Any attempt by the Contractor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager.

14. **INSPECTION OF RECORDS:**

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractor further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The Contractor agrees that until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of the City, including the Manager or City Auditor or their representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to work performed under 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.

15. **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.

16. **FEDERAL PROVISIONS:** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached Appendices 1 and 3 are incorporated herein by reference.

17. **STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:** It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City, and it is not intended nor shall it be construed that the Contractor, its employees, or its subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

18. **PAYMENT OF PREVAILING WAGES:** Contractor shall comply with the City's Prevailing Wage Ordinance, Section 20-76 *et seq.* of the Denver Revised Municipal Code ("D.R.M.C."), as such Ordinance applies to Contractor's activities under this Agreement. The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C § 20-77.

19. **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 Manager.

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 Manager approves in writing which he 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.

20. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the 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 the 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.

21. **LIQUIDATED DAMAGES:** Time is of the essence of this Agreement. The Contractor agrees that in the event it shall fail in the performance of the work specified and required to be performed or in the delivery of material to be delivered within the time limit set forth in this Agreement, after due allowance for any extensions of time granted by the Manager of Aviation, the Contractor shall be liable to the City, as liquidated damages and not as a penalty, in the amounts shown in **Exhibit A Scope of Work “Results for Non-Performance”**. The City shall have the right to deduct the said liquidated damages from any amount due or that may become due the Contractor or collect such liquidated damages from the Contractor or its surety.

22. **NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

by Contractor to: Manager of Aviation
 Denver International Airport
 Airport Office Building, 9th Floor
 8500 Pena Boulevard
 Denver, Colorado 80249-6340

And by City to: ThyssenKrupp Elevator
 Attn: Jacob Erwin
 7367 S. Revere Pkwy, Unit 2A
 Centennial, CO 80112

23. **NO WAIVER OF RIGHT:** No assent, expressed or implied, to any breach of any one or more of the covenants, terms and provisions of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

24. **ADMINISTRATIVE HEARING:** 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 Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to the Contractor's right to appeal the determination under Colorado Rules of Civil Procedure, Rule 106.

25. **BOND ORDINANCES; GOVERNING LAW; VENUE:** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado and the Charter and Ordinances of the City and County of Denver. 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. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.

26. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

27. **PERSONNEL ASSIGNMENTS:**

A. 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 Deputy Manager a list of any additional 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 additional personnel must be approved in writing by the Deputy Manager. 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 Deputy Manager.

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

C. If the Deputy Manager 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 Deputy Manager considers reasonable to correct such performance. If the Deputy Manager 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 Deputy Manager's notice.

D. The Contractor may retain and contract with subcontractors only with the approval of the Deputy Manager. No final agreement with any such subcontractor shall be entered into without the prior written consent of the Deputy Manager. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided by the subcontractor, the name, address, professional experience and qualifications of the subcontractor and any other information which may be requested by the Deputy Manager. Approval of the subcontractor shall not relieve the Contractor 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 Manager and Deputy Manager both shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager and Deputy Manager 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.

28. **NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS:** It is the policy of the City and County of Denver to prohibit discrimination in the award of design contracts and subcontracts for public improvements. Further, the City and County of Denver encourages contractors to

utilize minority and women owned businesses and to divide the services to be performed under this Agreement into economically feasible units or segments to provide an opportunity for subcontracting.

29. **SMALL BUSINESS ENTERPRISES AND DSBO PROGRAM COMPLIANCE:**

The Contractor shall make a good faith effort to utilize qualified and available small business enterprises (SBEs), minority owned business enterprises (MBE), and women owned business enterprises (WBE) to the extent required by Denver Revised Municipal Code Chapter 28, Article III (MBE/WBE Ordinance).

30. **CONFLICT OF INTEREST:** The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The 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 the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

31. **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.

32. **LAWS, REGULATIONS, TAXES AND PERMITS:**

A. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work under this Agreement. All costs thereof shall be deemed to be included in the prices proposed for the work.

B. The Contractor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations (which include Denver International Airport Rules and Regulations) in any manner affecting the conduct of the work, including without limitation the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596).

33. **PROVISION FOR PROFESSIONAL/TECHNICAL SERVICES AGREEMENTS (CONTRACTORS) UNDER §8-17.5-101 – 102, C.R.S. AND D.R.M.C. §20-90:**

No Employment of Illegal Aliens to Perform Work Under the Agreement.

- (a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.
- (b) The Contractor certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 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:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the 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 subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

34. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Agreement by the Consultant shall comply with all 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 the City and County of Denver (including but not limited to Denver International Airport Rules and Regulations).

35. **ENVIRONMENTAL REQUIREMENTS:** 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.

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.

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

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.

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.

36. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

37. **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.

38. **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.

39. **NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the 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 such Agreement. It is the express intention of the City and the Contractor that subcontractors and any other person other than the City or the Contractor receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

40. **ADVERTISING AND PUBLIC DISCLOSURES:** The Contractor shall not include any reference to this Contract or to work performed hereunder in any of its advertising or public relations

materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings and technical data which have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

41. **OWNERSHIP OF WORK PRODUCT:** 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.

42. **COMPLIANCE WITH PATENT, TRADEMARK, 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 the City, its officers, agents and employees, pursuant to Paragraph 13, "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.

43. **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 other 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.

44. **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.

45. **HEADINGS:** The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

46. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This agreement consists of Articles 1 through 52 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A Scope of Work

Exhibit C	Insurance Certificate
Exhibit D	Performance Bond
Appendix No. 1	Standard Federal Assurances

In the event of (i) an irreconcilable conflict between a provision of Articles 1 through 52 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 No. 1
- Articles 1 through 52 hereof
- Exhibit A
- Exhibit C
- Exhibit D

47. **OPEN RECORDS ACT:** Contractor understands that certain material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. In the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request and give the Contractor the opportunity to object to the disclosure of any of material the Contractor may consider confidential or proprietary. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees it will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

48. **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 ("SSI"), as that 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 and DIA Standard Policy and Procedure 6003. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the Deputy Manager or the Deputy Manager's designated representative.

49. **TRANSIT PASS PROGRAM:**

A. The Contractor agrees to offer and provide, if accepted by its employees located at Denver International Airport under this Agreement ("Eligible Employees"), with bus passes. Bus passes shall be purchase in accordance with an approved transit plan provided by the Regional Transportation District ("RTD").

B. The Contactor shall be responsible for administering its transit plan with RTD and agrees to comply with all terms and conditions of the transit plan.

C. For every month that the Contractor provides bus passes for its Eligible Employees, the City shall reimburse the Consultant 75% of the bus pass cost for each Eligible Employee.

D. The Contractor agrees to provide the City with the following information:

RTD;

(a) A copy of the contract relating to the transit plan between the Contractor and

who have and
have not accepted the bus pass; and

(c) A detailed invoice with the cost of the transit plan clearly identifiable.

E. The Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records of the Contractor, involving the transit plan within the record retention period generally established in the Agreement.

F. The City agrees to reimburse the cost of the bus passes in accordance with subsection (3) above. The annual (1/1/XX-12/31/XX) report shall be due to the City on or before 1/31 of the following year and shall be reimbursed on or before March 31 of the following year.

G. Any Eligible Employee who accepts a Bus Pass under this program will not also receive an employee parking permit in the DIA Employee Parking Lot. The City will provide monthly hang tags to the Contractor to issue to those employees who need to drive to the Airport for occasional use.

50. **FORCE MAJEURE:** Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party, including without limitation (but excluding vandalism), embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

51. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

52. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver.

[End of Page]

Contract Control Number: PLANE-201415671-00

Contractor Name: THYSSENKRUPP ELEVATOR

By: 

Name: Mark Hintz
(please print) Asst. Secretary

Title: _____
(please print)

ATTEST: [if required]

By: 

Name: MAYRA BLANCO
(please print) Assistant Secretary

Title: _____
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



APPENDIX 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the second party, and the term "sponsor" shall mean the "City".

During the term 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 shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, and Title 14, CFR, Part 152, Subpart E, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Contractor for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Contractor for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

EXHIBIT A: SCOPE OF WORK

SECTION A: GENERAL OVERVIEW

1. DEFINITIONS

Maintenance Control Center: The Maintenance Control Center (MCC) is the nerve center for the entire maintenance division at Denver International Airport. MCC personnel are involved in monitoring critical systems, writing work orders, disseminating information, incident management, reporting, and to provide overall support and coordination for all maintenance performed in support of airfield and facilities.

Contract Administrator: The City's Manager of Aviation, his or her designee or successor in function (hereinafter referred to as the "Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his or her authority over the work described herein to the Deputy Manager of Airport Infrastructure Management, hereinafter referred to as "Deputy Manager," as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Deputy Manager's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Project Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of authority and the Deputy Manager may from time to time designate a different individual to act as Project Manager, upon notice to the Contractor.

Conveyance Specialist: The Manager of Aviation's designated conveyance expert responsible for ensuring oversight and compliance of the Elevator, Escalator and Power Walk maintenance, repair and operation services. The Conveyance Specialist is certified and 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 Manager of Aviation's designated employees that have authority and responsible for maintaining the compliance of the Elevator Maintenance Services Contract. The management actions that must be taken to assure full compliance with all of the terms and conditions contained within the Contract document, including price. Action steps that assure that the Contractor is in full compliance with the entire contract. Contract administration activities include payment, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.

Contractor Project Manager: The Contractor's designated individual within the firm to administer the DIA Elevator Equipment Maintenance and Operation Services Contract.

Contractor Assistant Project Manager: The Contractor's designated individual to assist the Contractor's Project Manager with the administration of the DIA Elevator Equipment Maintenance and Operation Services Contract.

Shift Foreman: The Contractor's designated individual within the firm to supervisor duties performed during the shifts as specified the DIA Elevator Equipment Maintenance and Operation Services Contract.

Team: Two or more people organized to work together; at least one member of the team shall be a mechanic

Prevailing Wage Fringe/Health Benefit Example:

Example – For INFORMATIONAL PURPOSES ONLY:

Fringes/Health Care Coverage

FTE's Fringe Rate - Single coverage billed at \$5.00 per hour per worker.

FTE Fringe Rate – 2-party coverage billed at \$10.00 per hour per worker.

FTE Fringe Rate – Family coverage billed at \$15.00 per hour per worker.

In this example the contractor is responsible for paying \$5.00 for each and every worker under this agreement. Additional fringes above this \$5.00 single coverage rate will be paid by the City. Example#1: A worker under 2-party coverage would have \$5.00 paid by the City and \$5.00 paid by the contractor equaling the total 2-Party coverage of \$10.00. Example#2: A worker under Family coverage would have \$10.00 paid by the City and \$5.00 paid by the contractor equaling the total Family coverage of \$15.00.

2. 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.

3. ACCIDENT REPORTS

The contractor shall promptly notify the contract administrator of any accidents involving bodily injury to workers, building occupants, passengers, or other persons. Notification shall be made in writing on forms developed for this purpose.

4. 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.

5. 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 administrator and/or conveyance specialist. The Contractor shall conduct his 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 administrator for access by the Contractor.

6. 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 Manager of Aviation 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.

7. EXISTING UTILITIES AND STRUCTURES

The Contractor shall adequately protect the work, Airport property, adjacent property and the public.

In the event of damage to facilities not resulting from Contractor's operations, the Contractor shall take timely steps to notify the contract administrator of damage to the facilities to adequately protect the public. In the event of damage to facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the contract administrator and subsequently repair or restore all services to the satisfactory approval of the contract administrator. The Contractor shall also provide temporary services to maintain uninterrupted use of the facilities.

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

8. HOLIDAYS

The Contractor shall be aware that the Airport operates 365 days a year. The Contractor shall staff all areas during IUEC and DIA observed holidays, at no additional cost to the City.

9. NEEDED REPAIRS

The Contractor's Project Manager or Assistant Project Manager shall promptly notify the contract administrator and/or conveyance specialist of needed repairs and/or damage to

fixtures, buildings, and appurtenances. Any items of a critical, priority, or emergency nature will be reported to the contract administrator immediately upon discovery.

10. NON-WAIVER

Failure of the contract administrator and/or conveyance specialist 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.

11. STORAGE SPACE

The Contractor shall store its supplies, materials and equipment in storage areas designated by the Airport. The Contractor agrees to keep these areas neat and clean at all times and to comply with applicable fire and safety regulations. 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 administrator and/or conveyance specialist.

12. TELEPHONE SERVICE

The Contractor will provide its own telephone service.

13. TRAINING

The Contractor shall provide each employee 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 and managers.

At its option, the City may elect to provide the Contractor with training materials for presentation by the Contractor to his employees performing work under this Contract. These materials shall remain the sole and exclusive property of the City and shall not be removed.

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 the contract administrator and/or conveyance specialist upon his request. The contract administrator may, from time to time, monitor the conduct of such training classes.

14. PERFORMANCE OF THE WORK

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

15. 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.

16. UNIFORMS

Contractor shall provide uniforms at their expense so all of the Contractor's employees shall be uniformed properly and be neat and clean in their appearance.

The Contractor shall provide replacement uniforms as existing uniforms wear out in order to maintain a neat, clean and professional appearance for all Contractor employees.

[End of Page]

SECTION B: SCOPE OF WORK

1. WORK TO BE PERFORMED

The Contractor shall provide all of the labor, personnel, material, replacement parts and components, tools, equipment, lubricants and supplies needed to perform full and complete preventive maintenance, service, repair, inspection and testing of every type and description on the City's elevators, escalators, power walks and associated systems 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, rail alignment, hoistway doors, door frames and sill, hoistway gates, car lighting (including bulb replacement), power feeders, switches, their wiring and fusing, cab phones, balustrades, trim moldings, skirt panels, anti-slide devices, brushes, guards, vandalism, and elevator pit pumping (and/or any pit pumping related to Conveyance equipment).

The City shall be fiscally responsible for intentional occurrences of vandalism, misuse and/or abuse (intentional acts by others that damage conveyances) which cost above and beyond Eight Thousand Dollars (\$8,000) per occurrence. The first \$8,000 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 \$8,000 before undertaking the repair. The fiscal amount will be determined by adding material cost and contract wage rate ("Standard Hourly Rate" - \$150/hour) for the time needed to resolve the damage for intentional occurrences that can be billed back to others the fiscal amount will be determined by adding material cost and the outside-the-contract wage rate ("Non Standard Hourly Rate" - \$255/hour) for the time needed to resolve the damage. 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 figure in U.S. dollars.

The Contractor will be required to make all restarts and/ or repairs necessitated by fluctuations in the DIA's AC power systems. If the fluctuation is site-wide (the entire airport), or extreme variations in the machine room temperature the Contractor may, with consent from DIA, bill at your 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.

Escalator safety demarcation lines (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.

These services shall be provided by on-site contract personnel- exclusive to this contract, twenty four (24) hours per day and three hundred and sixty five (365) days per year including adjustments for leap year.

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.

2. OBJECTIVES AND EXPECTATIONS

- a) The Contractor shall provide elevator, escalator, power walk and associated systems (equipment) maintenance and operations services that result in safe conveyances that eliminate accidents/injuries due to inadequate or faulty maintenance, service, testing or repair at all times.

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 conveyance inspection company performing all annual & 5 year inspections and/or independent condition assessments. This typically takes place during the hours of 10:00 PM-6:30 AM, generally during the months of August through November-this schedule is subject to change based on negotiations after award has been made (the deadline completion date for inspections is the week before the Thanksgiving Holiday of each year).

- b) All safety tests and required inspections of the equipment shall meet the applicable codes, laws and regulations throughout the contract term.
- c) The Contractor shall provide elevator, escalator, power walk and associated systems (equipment) maintenance and operations services that result in reliable and fully operational conveyances at all times.
- d) The Contractor shall conform to all DIA security procedures, rules and regulations and shall cooperate with DIA and US Transportation Security Administration security personnel.
- e) The Contractor shall be responsible for providing safe, cost effective and high quality services using qualified and properly trained technicians.
- f) It is strongly suggested that the contractor shall provide and maintain, on site, a stock of parts and materials for each type and model of equipment to be maintained under this contract that is sufficient to repair and service all of the equipment in accordance with the standard performance measures listed in Appendix II. See example of current parts list below.
- g) All of 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.
- h) If the 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.

- i) The Contractor shall be required to provide a checklist in each elevator machine room. This checklist shall be marked with the date, item, assignment and/or work order number and initialed by the assigned technician.
- j) All complaints and/or compliments related to elevator, escalator and power walk equipment operation and/or the services provided by the Contractor shall be documented and maintained on file with the Contractor, contract administrator and/or conveyance specialist.
- k) 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 Maximo system via TUFFPAD (The back-up to this would be utilizing the handheld radio or phone call). Please note: repeated entrapment or equipment failure calls on the same conveyance unit within a 24hrs period, the contractor 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.

The elevators, escalators, and power walks included in this contract shall be kept in first class operating condition maintaining 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.

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.

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 and 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. In spite of these conditions, the full contract requirements and obligations shall be performed by the Contractor at all times and equipment safety standards, reliability and availability shall be maintained by the Contractor at all times. The Contractor shall be responsible for providing safe, cost effective and high quality services and work using qualified and properly trained employees and shall carry out all of the responsibilities under this contract with the fact that he/she has been covenanted a public function which he/she performs as an independent contractor for the City. The Contractor shall agree to prosecute 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 Scope of Work, 2. WORK TO BE PERFORMED, paragraphs 2 & 4.

Contractor shall be required to utilize DIA’s Computerized Maintenance Management System (Maximo) to log all work activity as outlined in the standard performance measures, including but not limited to PM Scheduling, Repairs, Emergency calls, Restarts, etc. This will be accomplished using (18): TUFFPADS FZ-G1AABLB1M BTP PAN TP-FZG1 15-3437U. Performance Measures are listed in **Appendix II**.

3. EQUIPMENT TO BE MAINTAINED AND SERVICED

The elevator, escalator, power walk and associated equipment lists are located in **Appendix I**.

4. STAFFING & SHIFT HOURS

THE MINIMUM NUMBER OF STAFF SHALL NOT BE LESS THAN FIFTEEN (15) FULL TIME EMPLOYEES (FTEs) AND BE A MIX OF CERTIFIED MECHANICS AND HELPERS. THE CITY/DIA RESERVES THE RIGHT TO APPROVE OR DISAPPROVE THE CONTRACTOR’S STAFFING PLAN

Ongoing staffing plan for the life of the contract below:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1st Shift	Mechanic 1	Mechanic 1	Mechanic 1	Mechanic 1	Mechanic 1		
			Mechanic 2	Mechanic 2	Mechanic 2	Mechanic 2	Mechanic 2
7am-3:30pm	Mechanic 3	Mechanic 3			Mechanic 3	Mechanic 3	Mechanic 3
# of Employees	2	2	2	2	3	2	2

2nd Shift	Mechanic 1	Mechanic 1	Mechanic 1	Mechanic 1	Mechanic 1		
			Mechanic 2	Mechanic 2	Mechanic 2	Mechanic 2	Mechanic 2
	Team 1	Team 1			Team 1	Team 1	Team 1
3pm-11:30pm		Team 2	Team 2	Team 2	Team 2	Team 2	
# of Employees	3	5	4	4	6	5	3

Shift Foreman (2 nd /3 rd)	1	1	1	1	1		
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3 rd Shift	Team 1	Team 1	Team 1	Team 1	Team 1		
			Team 2	Team 2	Team 2	Team 2	Team 2
11pm-7:30am		Team 3	Team 3	Team 3	Team 3	Team 3	
# of Employees	2	4	6	6	6	4	2

Administrative Personnel:							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Project Manager		1	1	1	1	1	
Assistant Project Manager			1	1	1	1	1

Team: Two or more people organized to work together; at least one member of the team shall be a mechanic.

In addition to the 15 required FTE’s mentioned above the Contractor shall make available (2) two additional employees, see Section B: Scope of Work, entitled “(Note)Objectives and Expectations,” to work with an independent conveyance inspection company performing all annual & 5 year inspections and/or independent condition assessments. This is a 24/7 365 day facility.

The contractor will also provide (2) additional crews during the first six months of the contract period. These Teams will work 2nd shift, Monday through Friday as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		Extra Team 1	Extra Team 1	Extra Team 1	Extra Team 1	Extra Team 1	
		Extra Team 2	Extra Team 2	Extra Team 2	Extra Team 2	Extra Team 2	
# of Employees		4	4	4	4	4	

The Contractor shall staff (2) Mechanics per shift on all recognized IUEC and DIA holidays.

5. 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:

- a. 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.
- b. All material replacement parts and components, spares, lubricants, supply, and inventory costs excluding those costs and items referenced in Section B: Scope of Work, section 1. WORK TO BE PERFORMED, paragraphs 2 & 4.

- c. All equipment, tools, small tools and safety equipment costs.
- d. All license and permit fees and expenses excluding licensing fees directly borne from the (18) TUFFPADS FZ-G1AABLB1M BTP PAN TP-FZG1 15-3437U.
- e. All office supplies, equipment and expenses.
- f. All computers, printing, photograph, records, documents and report expenses.

NOTE: DIA will be responsible for procuring, licensing and maintaining (18) Panasonic TUFFPADS FZ-G1AABLB1M BTP PAN TP-FZ-G1 15-3437U (or approved equivalent), however Contractor shall be required to sign a Denver International Airport/City and County of Denver IT User Agreement.

- g. All telephone, radio and communication expenses.
- h. All vehicle expenses.

VEHICLE TYPE	QUANTITY
2011 (or newer) FORD F150 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	2 each

- i. 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, section 1. WORK TO BE PERFORMED, paragraphs 2 & 4.

6. WORK REVISIONS TO THE SPECIFICATION:

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 Manager of Aviation or his/her designee and copied to the Director of Purchasing, Department of General Services.

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.

Even 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.

7. REQUIRED FREQUENCY OF TASKS FOR ROUTINE MAINTENANCE

ROUTINE MAINTENANCE FOR TRACTION ELEVATORS:

A Preventive Maintenance Program is required by **7 Code of Colorado Regulation 1101-8 Section 2-3-2 (5)** and includes the following.

Minimum DAILY

1. 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 and gongs (including ceiling lighting)
 - Elevator communication system
 - Photocell, sensitive edge (passenger & freight) and freight door sequence
 - Car landing accuracy
2. Check all elevator system event logs.
3. Examine machine room equipment.
4. Correct any observed deficiency as necessary.
5. Record all work completed. Use the appropriate spaces on Service Guide.
6. Check the expiration date on fire extinguisher in the machine room. Inform the Building Representative if it is past that expiration date.

MACHINE ROOM: Examine & clean machine, governor, controller, and floor. Remove trash.

CONTROLLER: Check brake contactor operation & mountings, check relay contacts for excessive burning and proper contact wipe, check cabinet cooling fans for operation.

MACHINE: 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.

CAR & HOISTWAY: Check condition of glass, panels, handrails, car lighting, and fixtures; check sills for trash.

Minimum WEEKLY

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.

HOISTWAY DOORS – CAR TOP: Check inspection station operation (light and guard), make certain emergency escape hatch/doors are secure.

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.

Minimum MONTHLY

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.)

Minimum QUARTERLY

MACHINE: Check all machine mountings and isolation, fastenings, drive sheave, ring gear bolts, gear back lash, leaks and oil level.

BRAKE: check operation, electrical contact, pins, fastenings and adjustment, check brake friction surfaces for oil contamination, discoloration, foreign material, wear, and clearances.

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.

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.

HOISTWAY DOORS – CAR TOP: Clean car top, check leveling switches, lubricate and clean car fan or blower.

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.

RETIRING CAM: Check retiring cam for proper operation, lubricate pivot points.

SEMI ANNUALLY

CONTROLLER: Check NTS and ETS operation, clean dust from controller and filters.

MACHINE: Check oil reservoir for proper lubrication level.

HOISTWAY DOORS – CAR TOP: Check T.M. switch contacts, spring and roller, check each cab stabilizer.

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.

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.

ANNUALLY

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.

MACHINE: Remove relief plug and grease hoist motor, lubricate machine sheave shaft bearings, check tachometer/encoder for loose or worn coupling and alignment.

BRAKE: Clean brake plunger, check brake voltage(s) and brake timer.

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.

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.

ROPES: Lubricate hoist ropes as necessary.

SAFETY TESTS: Perform applicable Category 1 safety tests.

FIVE YEARS

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

ROUTINE MAINTENANCE FOR HYDRAULIC ELEVATORS

A Preventive Maintenance Program is required by **7 Code of Colorado Regulation 1101-8 Section 2-3-2 (5)** and includes the following.

Minimum DAILY

1. 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 and gongs (including ceiling lighting) Elevator communication system Photocell, sensitive edge (passenger and freight) and freight door sequence
 - Car landing accuracy
2. Check all elevator system event logs.
3. Examine machine room equipment.
4. Correct any observed deficiency as necessary.
5. Record all work completed. Use the appropriate spaces on Service Guide.
6. Check the expiration date on fire extinguisher in the machine room. Inform the Building Representative if it is past that expiration date.

Minimum SEMI MONTHLY

MACHINE ROOM: Examine and clean pump unit, muffler, hydraulic pipe, controller, and floor, remove trash.

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.

PUMP UNIT: Check for oil leakage around valves and pump, check oil reservoir for proper fluid level.

CAR and HOISTWAY: Check condition of cab panels, handrails, car lighting, and fixtures, check sills for trash.

PIT: Check jack packing gland for excess leakage.

HOISTWAY – CAR: 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.

Minimum MONTHLY

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.

HOISTWAY – CAR: Clean pit.

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.)

Minimum QUARTERLY

CONTROLLER: Clean dust from controller and filters.

PUMP UNIT: Check V-belts for wear and correct tension, check hoses and gaskets for deterioration, check valve, muffler and mounting bolts for tightness.

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.

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.

HOISTWAY DOORS – CAR TOP: Clean car top, check leveling switches, lubricate and clean car fan or blower, check oil reservoir levels in rail lubricators.

HOISTWAY – CAR: Check car emergency light for proper operation, check adjustment of car shoes and/or roller guides, lubricate guide shoe stems.

Minimum SEMI ANNUALLY

CONTROLLER: Check low oil protection timer for proper operation.

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.

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.

Minimum ANNUALLY

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.

PUMP UNIT: Lubricate pump motor per manufacturer's instructions.

HOISTWAY DOORS – CAR TOP: Check all car mounted cams and switches, check condition of each cab stabilizer.

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.

RETIRING CAM: Check retiring cam for proper operation, lubricate pivot points.

SAFETY TESTS: Perform applicable Category 1 safety test. Check procure hoses for leaks and proper tagging.

FIVE YEARS

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

ROUTINE MAINTENANCE FOR ESCALATORS AND POWER WALKS

A Preventive Maintenance Program is required by **7 Code of Colorado Regulation 1101-8 Section 2-3-2 (5)** and includes the following.

Minimum DAILY

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.

Minimum SEMI MONTHLY

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.

Minimum MONTHLY

Check operation of upper and lower access cover, inspection, and pit switches, check gearbox oil, clean breather.

Minimum QUARTERLY

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.

Minimum SEMI ANNUALLY

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

Minimum ANNUALLY

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.

8. Additional Requirements

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

[End of Page]

SECTION C: SCHEDULES OF PRICES

PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

ITEMS:

Item #1

Monthly Charge for maintenance, repair and operational services of all elevators, escalators, power walks and associated systems at Denver International Airport as outlined above.

\$ 399,500 / month

(This figure multiplied by 12 resulting in :)

Total Annual Proposal Price \$ 4,794,000

Item #2

Hourly Labor Charge for Items not covered by this agreement

Standard Hourly Rate \$ 155 / hour

Non Standard Hourly Rate \$ 250 / hour

SECTION D: 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 the contract administrator and/or conveyance specialist on time and in the formats specified.

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

During the first six months of the executed contract, Contractor shall be granted “grace-period” from Non-Performance deductions listed in **Appendix II**. Following the six month grace-period, in the event that the Contractor fails to meet the contract performance objectives, standards and metrics, the Contractor may be liable for a deduction from their total charge for that month or expected to re-perform the service at no additional cost to the City.

Incentive is listed in **Appendix III**.

2. AUTHORITY OF THE CONTRACT ADMINISTRATOR AND/OR CONVEYANCE SPECIALIST

- a) The administration of this contract is vested in the Manager of Aviation who shall appoint a designee or group of employees of the City to serve as the contract administrator.
- b) The contract administrator and/or conveyance specialist shall have free access to the materials and work at all times for measuring and inspection the work and the Contractor shall afford the contract administrator and/or conveyance specialist all of the necessary facilities and assistance to do so.
- c) The contract administrator and/or conveyance specialist 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) The contract administrator and/or conveyance specialist 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) The contract administrator and conveyance specialist 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. The contract administrator shall work with the Contractor's Project Manager, Assistant Project Manager and Shift Foreman when making requests of the Contractor. The contract administrator and the conveyance specialist shall not make requests directly to Employees or Project Manager of the Contractor.

3. AUTHORITY AND DUTIES OF THE CONTRACT COMPLIANCE TECHNICIANS:

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

The Technicians shall have the authority to suspend the work until any questions at issue can be referred to and decided by the Contract Administrator.

The Technicians 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 Technicians shall work with the Project Manager, Assistant Project Manager, and Shift Foreman when making requests of the Contractor. The Technicians shall not make requests directly to Employees or Supervisors of the Contractor.

4. INCENTIVE PAYMENTS

Any and all amounts in excess of the stated compensation, which are paid to the Contractor as a result of Incentive, are intended to encourage and reward the highest quality performance by the Contractor and its DIA site employees. The incentive is listed in Appendix III. During the six month non-performance grace-period, calculations for incentive payment shall not apply. The Contractor shall be required to share all net Incentive Payments under this provision, at 50/50 distributions between the Contractor and their DIA site employees, including the Contractor's Project Manager and Assistant Project Manager. The 50% employee distribution shall be equally divided among the site employees, except as noted above. Incentive Payments, if earned, shall be distributed by the Contractor on an annual schedule to the site employees. Each annual distribution under this Section shall be made within the 1st quarter of the following year. For purposes of this section the annual "net Incentive Payment" equals the total Incentive Payments for the year minus the total Performance Deductions for the year. If the annual net Incentive Payment is a negative number (i.e. the annual aggregate Performance Deductions exceed

the annual aggregate Incentive Payments), the Contractor shall absorb the deficit and shall not reduce any employee's pay. The Company shall furnish to the City a record of the annual employee distribution which it makes as required by this section within the 1st quarter of the following year.

5. DEDUCTIONS FOR NON-PERFORMANCE RESULTS

DEDUCTIONS may start being applied following a six month grace-period from the contract execution date for non-performance results as detailed in **Appendix II**.

6. 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 expense, promptly undertake a review of the maintenance procedures and design reviews if required. The Contractor within one month from the commencement of such review(s) shall propose a plan to the Director of Maintenance Services or his designee for his approval or rejection, for the correction of the problem(s). In addition, the Contractor shall 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 DIA 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 DIA's Maximo System. Contractor will provide a report referencing these failure codes on a weekly basis to DIA. This report will allow a complete analysis and identify deficiencies in the Contractor's performance, specific to system/component application.

Alternate System Service Availability Report: If DIA believes that the System Service Availability reports do not accurately measure what is occurring, DIA 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.

7. CONTRACTOR'S UNSATISFACTORY PERFORMANCE

If, in the opinion of the Manager, 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.

[End of Page]

APPENDIX I ELEVATOR EQUIPMENT MAINTENANCE AND OPERATION SERVICES

EQUIPMENT TO BE MAINTAINED AND SERVICED

SPECIFICATIONS - EQUIPMENT TO BE SERVICED UNDER THE CONTRACT WHICH ALSO INCLUDES ANY UNITS INSTALLED TO REPLACE ANY/ALL OF THE UNITS LISTED BELOW

LOCATION	7W WALKS	5W WALKS	ESCALATORS	TRACT. ELEVS.	HYDRO ELEVS.	TOTAL
JEPPESEN TERM.	0	2	42	42	13	99
CONCOURSE "B"	22	0	26	9	8	65
CONCOURSE "A"	10	8	26	11	8	63
BRIDGE	0	3	0	0	0	3
CONCOURSE "C"	8	0	16	0	9	33
AOB	0	0	0	3	0	3
MOD 4 GARAGE	0	0	0	3	0	3
SNOW DORM	0	0	0	0	1	1
RED CARPET RMS	0	0	4	2	0	6
APDF	0	0	0	3	0	3
B TOWER	0	0	0	1	0	1
TOTAL	40	13	114	74	40	280

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
Concourse A	IE-03	FIRST WEST GATENODE ELEVATOR	MONTGOMERY	Hydraulic Elevator
Concourse A	IE-04	NE CENTER CORE – BY GATENODE	MONTGOMERY	Hydraulic Elevator
Concourse A	IE-05	WEST GATENODE ELEVATORS	MONTGOMERY	Hydraulic Elevator
Concourse A	IE-06	EAST GATENODE ELEVATORS	MONTGOMERY	Hydraulic Elevator
Concourse A	IE-07	WEST GATENODE ELEVATORS	MONTGOMERY	Hydraulic Elevator
Concourse A	IE-08	EAST GATENODE ELEVATORS	MONTGOMERY	Hydraulic Elevator
Concourse A	AW-01	EAST & WEST RAMP WALKS	MONTGOMERY	5W Glass Power Walk
Concourse A	AW-02	EAST & WEST RAMP WALKS	MONTGOMERY	5W Glass Power Walk
Concourse A	AW-03	EAST & WEST RAMP WALKS	MONTGOMERY	5W Glass Power Walk
Concourse A	AW-04	EAST & WEST RAMP WALKS	MONTGOMERY	5W Glass Power Walk
Concourse A	AW-05	FIRST SET OF WEST 7W WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	AW-06	FIRST SET OF EAST 7W WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	AW-07	FIRST SET OF WEST 7W WALKS	MONTGOMERY	7W Glass Power Walk

Elevator, Escalator and Power Walk Maintenance, Repair and Operation Services at Denver International Airport

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
Concourse A	AW-08	FIRST SET OF EAST 7W WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	AW-09	SECOND SET OF WEST 7W WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	AW-10	SECOND SET OF EAST 7W WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	AW-11	SECOND SET OF WEST 7W WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	AW-12	SECOND SET OF EAST 7W WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	AW-13	FLY OVER BRIDGE WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	AW-14	FLY OVER BRIDGE WALKS	MONTGOMERY	7W Glass Power Walk
Concourse A	IW-02	UPPER RAMP WALKS	MONTGOMERY	5W Glass Power Walk
Concourse A	IW-03	UPPER RAMP WALKS	MONTGOMERY	5W Glass Power Walk
Concourse A	IW-04	UPPER RAMP WALKS	MONTGOMERY	5W Glass Power Walk
Concourse A	IW-05	UPPER RAMP WALKS	MONTGOMERY	5W Glass Power Walk
Concourse A	AES-01	SOUTH ESCALATORS OUT OF AGTS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-02	SOUTH ESCALATORS OUT OF AGTS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-03	SOUTH ESC APRON - CONCOURSE	MONTGOMERY	5E Glass Escalator
Concourse A	AES-04	SOUTH ESC APRON - CONCOURSE	MONTGOMERY	5E Glass Escalator
Concourse A	AES-05	NORTH ESCALATORS OUT OF AGTS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-06	NORTH ESCALATORS OUT OF AGTS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-07	NORTH ESC APRON - CONCOURSE	MONTGOMERY	5E Glass Escalator
Concourse A	AES-08	NORTH ESC APRON - CONCOURSE	MONTGOMERY	5E Glass Escalator
Concourse A	AES-09	WEST CORE ESC FROM CON - MEZZ	MONTGOMERY	5E Glass Escalator
Concourse A	AES-10	EAST CORE ESC CONCOURSE - MEZZ	MONTGOMERY	5E Glass Escalator
Concourse A	AES-11	WEST CORE ESC FROM CON - MEZZ	MONTGOMERY	5E Glass Escalator
Concourse A	AES-12	EAST CORE ESC CONCOURSE - MEZZ	MONTGOMERY	5E Glass Escalator
Concourse A	AES-13	WEST SUBCORE ESCALATORS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-14	EAST SUBCORE ESCALATORS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-15	WEST SUBCORE ESCALATORS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-16	EAST SUBCORE ESCALATORS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-18	FAR EAST HOLDROOM ESCALATORS	MONTGOMERY	5E Glass Escalator
Concourse A	AES-20	FAR EAST HOLDROOM ESCALATORS	MONTGOMERY	5E Glass Escalator
Concourse A	IES-01	ESCALATORS OUT OF INT'L AREA	MONTGOMERY	5E Glass Escalator
Concourse A	IES-02	ESCALATORS OUT OF INT'L AREA	MONTGOMERY	5E Glass Escalator
Concourse A	IES-03	E & W INT'L GATENODE TO UPPER	MONTGOMERY	5E Glass Escalator
Concourse A	IES-04	E & W INT'L GATENODE TO UPPER	MONTGOMERY	5E Glass Escalator
Concourse A	IES-05	FIRST WEST GATENODE ESCALATOR	MONTGOMERY	5E Glass Escalator
Concourse A	IES-06	FIRST EAST GATENODE	MONTGOMERY	5E Glass Escalator
Concourse A	IES-07	FAR WEST GATENODE ESCALATOR	MONTGOMERY	5E Glass Escalator
Concourse A	IES-08	FAR EAST GATENODE ESCALATOR	MONTGOMERY	5E Glass Escalator
Concourse A	AE-09*	SOUTHWEST CENTER CORE HYDRO	MONTGOMERY	Hydraulic Elevator
Concourse A	AE-10	EAST SUBCORE, SOUTHWEST HYDRO	KONE	Traction Elevator

Elevator, Escalator and Power Walk Maintenance, Repair and Operation Services at Denver International Airport

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
Concourse A	AE-11	WEST SUBCORE HYDRO	KONE	Traction Elevator
Concourse A	AE-12	CONCOURSE "A" COMMUTER HYDRO	MONTGOMERY	Hydraulic Elevator
Concourse A	AE-14	NE CENTER CORE	MONTGOMERY	Hydraulic Elevator
Concourse A	AE-01	SOUTH CENTRAL CORE SERVICE CAR	MONTGOMERY	Traction Elevator
Concourse A	AE-02	SOUTH CENTRAL CORE SERVICE CAR	MONTGOMERY	Traction Elevator
Concourse A	AE-03	SOUTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse A	AE-04	SOUTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse A	AE-05	SOUTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse A	AE-06	SOUTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse A	AE-07	NORTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse A	AE-08	NORTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse B	BE-01	B CONSOURSE PASSENGER APDF	MONTGOMERY	Traction Elevator
Concourse B	BE-02	B CONSOURSE PASSENGER APDF	MONTGOMERY	Traction Elevator
Concourse B	BE-03	B CONSOURSE PASSENGER APDF	MONTGOMERY	Traction Elevator
Concourse B	BE-04	SOUTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse B	BE-05	SOUTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse B	BE-06	SOUTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse B	BE-07	NORTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
*To be Modernized from a Hydraulic Elevator to a Traction Elevator				
Concourse B	BE-08	NORTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse B	BE-09	NORTH CENTRAL CORE ELEVATORS	MONTGOMERY	Traction Elevator
Concourse B	BE-10	B CONSOURSE PASSENGER TOWER	MONTGOMERY	Traction Elevator
Concourse B	BE-11	SOUTHWEST CENTRAL CORE HYDRO	MONTGOMERY	Hydraulic Elevator
Concourse B	BE-12	INNER EAST SUBCORE HYDRO	MONTGOMERY	Hydraulic Elevator
Concourse B	BE-13	INNER WEST SUBCORE HYDRO	KONE	Traction Elevator
Concourse B	BE-14	OUTER EAST SUBCORE HYDRO	MONTGOMERY	Hydraulic Elevator
Concourse B	BE-15	OUTER WEST SUBCORE HYDRO	MONTGOMERY	Hydraulic Elevator
Concourse B	BE-16	FAR EAST HYDRO – END OF CONCSE	KONE	Traction Elevator
Concourse B	BE-17	FAR WEST HYDRO – END OF CONCSE	MONTGOMERY	Hydraulic Elevator
Concourse B	BE-18	FAR EAST COMMUTER ELEVATOR	MONTGOMERY	Hydraulic Elevator
Concourse B	BE-20	CONCOURSE B COMMUTER ELEV	MONTGOMERY	Hydraulic Elevator
Concourse B	BE-22	CONCOURSE B COMMUTER ELEV	MONTGOMERY	Hydraulic Elevator
Concourse B	BE-24	NORTHEAST CENTER CORE HYDRO	MONTGOMERY	Hydraulic Elevator
Concourse B	BW-01	TWO CENTRAL CORE WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-02	TWO CENTRAL CORE WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-03	FIRST SET OF WEST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-04	FIRST SET OF EAST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-05	FIRST SET OF WEST WALKS	MONTGOMERY	7W Glass Power Walk

Elevator, Escalator and Power Walk Maintenance, Repair and Operation Services at Denver International Airport

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
Concourse B	BW-06	FIRST SET OF EAST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-07	FIRST SET OF WEST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-08	FIRST SET OF EAST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-09	FIRST SET OF WEST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-10	FIRST SET OF EAST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-11	SECOND SET OF WEST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-12	SECOND SET OF EAST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-13	SECOND SET OF WEST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-14	SECOND SET OF EAST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-15	SECOND SET OF WEST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-16	SECOND SET OF EAST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-17	SECOND SET OF WEST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-18	SECOND SET OF EAST WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-19	LAST TWO WEST END WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-20	LAST TWO EAST END WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-21	LAST TWO WEST END WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BW-22	LAST TWO EAST END WALKS	MONTGOMERY	7W Glass Power Walk
Concourse B	BES-01	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-02	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-03	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-04	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
*To be Modernized from a Hydraulic Elevator to a Traction Elevator				
Concourse B	BES-05	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-06	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-07	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-08	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-09	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-10	SOUTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-11	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-12	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-13	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-14	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-15	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-16	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-17	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-18	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-19	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-20	NORTH BANK FROM AGTS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-21	WEST CENTRAL CORE ESCALATORS	MONTGOMERY	4E Glass Escalator

Elevator, Escalator and Power Walk Maintenance, Repair and Operation Services at Denver International Airport

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
Concourse B	BES-22	EAST CENTRAL CORE ESCALATORS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-23	WEST CENTRAL CORE ESCALATORS	MONTGOMERY	4E Glass Escalator
Concourse B	BES-24	EAST CENTRAL CORE ESCALATORS	MONTGOMERY	4E Glass Escalator
Concourse B	BRCE-01	RED CARPET CLUB WEST PASSENGER	MONTGOMERY	Traction Elevator
Concourse B	BRCE-02	RED CARPET CLUB EAST PASSENGER	MONTGOMERY	Traction Elevator
Concourse B	BRCES-01	RED CARPET CLUB WEST	MONTGOMERY	GLASS ESCALATOR
Concourse B	BRCES-03	RED CARPET CLUB WEST	MONTGOMERY	GLASS ESCALATOR
Concourse B	BRCES-02	RED CARPET CLUB EAST	MONTGOMERY	GLASS ESCALATOR
Concourse B	BRCES-04	RED CARPET CLUB EAST	MONTGOMERY	GLASS ESCALATOR
"B" REGIONAL	BES-26	B CONCOURSE REGIONS	KONE	GLASS ESCALATOR
"B" REGIONAL	BES-28	B CONCOURSE REGIONS	KONE	GLASS ESCALATOR
Concourse C	CE-01	SOUTH CENTER CORE PASSENGER	DOVER	Hydraulic Elevator
Concourse C	CE-02	SOUTH CENTER CORE PASSENGER	DOVER	Hydraulic Elevator
Concourse C	CE-03	NORTH CENTER CORE PASSENGER	DOVER	Hydraulic Elevator
Concourse C	CE-04	NORTH CENTER CORE PASSENGER	DOVER	Hydraulic Elevator
Concourse C	CE-05	SOUTHWEST FREIGHT CENTER CORE	DOVER	Hydraulic Elevator
Concourse C	CE-06	SOUTHEAST SERVICE SUBCORE	DOVER	Hydraulic Elevator
Concourse C	CE-07	SOUTHWEST SERVICE SUBCORE	DOVER	Hydraulic Elevator
Concourse C	CE-08	FAR EAST SUBCORE PASSENGER	DOVER	Hydraulic Elevator
Concourse C	CE-10	NORTHEAST SERVICE CENTER CORE	DOVER	Hydraulic Elevator
Concourse C	CES-01	SOUTH CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-02	SOUTH CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-03	SOUTH CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-04	SOUTH CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-05	NORTH CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-06	NORTH CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-07	NORTH CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-08	NORTH CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-09	WEST CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-10	EAST CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-11	WEST CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-12	EAST CENTER CORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-13	WEST SUBCORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-14	EAST SUBCORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-15	WEST SUBCORE ESCALATORS	O & K	Glass Escalator
Concourse C	CES-16	EAST SUBCORE ESCALATORS	O & K	Glass Escalator
Concourse C	CW-01	FIRST SET OF WEST WALKS	KONE	GLASS POWER WALKS
Concourse C	CW-03	FIRST SET OF WEST WALKS	KONE	GLASS POWER WALKS

Elevator, Escalator and Power Walk Maintenance, Repair and Operation Services at Denver International Airport

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
Concourse C	CW-05	SECOND SET OF WEST WALKS	KONE	GLASS POWER WALKS
Concourse C	CW-07	SECOND SET OF WEST WALKS	KONE	GLASS POWER WALKS
Concourse C	CW-02	FIRST SET OF EAST WALKS	KONE	GLASS POWER WALKS
Concourse C	CW-04	FIRST SET OF EAST WALKS	KONE	GLASS POWER WALKS
Concourse C	CW-06	SECOND SET OF EAST WALKS	KONE	GLASS POWER WALKS
Concourse C	CW-08	SECOND SET OF EAST WALKS	O & K	GLASS POWER WALKS
JEPPESEN TERMINAL	IE-01	NORTH TERMINAL	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	IE-02	NORTH TERMINAL	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	NTE-01	NORTH TERMINAL	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-01	10 LINE - WEST HYDRO	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-02	10 LINE - EAST HYDRO	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-03	20 LINE - WEST HYDRO	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-04	20 LINE - EAST HYDRO	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-05	30 LINE - CENTER HYDRO	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-06S	15 LINE HYDROS	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-06N	15 LINE HYDROS	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-08S	15 LINE HYDROS	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-08N	15 LINE HYDROS	MONTGOMERY	Hydraulic Elevator
JEPPESEN TERMINAL	TE-30	0 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-31	0 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-32	0 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-33	BASEMENT SERVICE TRACTION	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-34	10 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-35	10 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-36	10 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-37	10 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-38	10 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-39	10 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-40	BASEMENT SERVICE TRACTION	MONTGOMERY	Traction Elevator

Elevator, Escalator and Power Walk Maintenance, Repair and Operation Services at Denver International Airport

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
JEPPESEN TERMINAL	TE-50	20 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-51	20 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-52	20 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-53	20 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-54	20 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-55	20 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-56	BASEMENT SERVICE TRACTION	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-57	30 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-58	30 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-59	30 LINE - WEST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-60	NORTHWEST FREIGHT	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-70	0 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-71	0 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-72	0 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-73	BASEMENT SERVICE TRACTION	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-74	10 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-75	10 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-76	10 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL JEPPESEN TERMINAL	TE-77	10 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-78	10 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-80	BASEMENT SERVICE TRACTION	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-90	20 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-91	20 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-92	20 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-93	20 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-94	20 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-95	BASEMENT SERVICE TRACTION	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-96	30 LINE - EAST BANK	MONTGOMERY	Traction Elevator

Elevator, Escalator and Power Walk Maintenance, Repair and Operation Services at Denver International Airport

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
JEPPESEN TERMINAL	TE-97	30 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-98	30 LINE - EAST BANK	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TE-99	NORTHEAST FREIGHT	MONTGOMERY	Traction Elevator
JEPPESEN TERMINAL	TW-01	MAIN TERMINAL WALKS	MONTGOMERY	5W Glass Power Walk
JEPPESEN TERMINAL	TW-02	MAIN TERMINAL WALKS	MONTGOMERY	5W Glass Power Walk
JEPPESEN TERMINAL	TES-01	30 LINE - BOTH ESCALATORS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-02	30 LINE - BOTH ESCALATORS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-03	20 LINE - 2 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-04	20 LINE - 2 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-05	20 LINE - 2 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-06	20 LINE - 2 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-07	20 LINE - NORTH, INTO AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-08	20 LINE - NORTH, INTO AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-09	20 LINE CENTER	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-10	10 LINE CENTER	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-11	20 LINE, 4 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-12	20 LINE, 4 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-13	20 LINE, 4 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-14	20 LINE, 4 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-15	20 LINE, 4 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-16	20 LINE, 4 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-17	20 LINE, 4 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-18	20 LINE, 4 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-19	WEST SIDE OUT OF AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-20	EAST SIDE OUT OF AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-21	WEST SIDE OUT OF AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-22	EAST SIDE OUT OF AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-23	WEST SIDE OUT OF AGTS	MONTGOMERY	5E Glass Escalator

Elevator, Escalator and Power Walk Maintenance, Repair and Operation Services at Denver International Airport

LOCATION	UNIT #	LOCATION DESCRIPTION	MANUFACTURER	EQUIPMENT TYPE
JEPPESEN TERMINAL	TES-24	EAST SIDE OUT OF AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-25	WEST SIDE OUT OF AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-26	EAST SIDE OUT OF AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-27	10 LINE, 4 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-28	10 LINE, 4 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-29	10 LINE, 4 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-30	10 LINE, 4 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-31	10 LINE, 4 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-32	10 LINE, 4 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-33	10 LINE, 4 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-34	10 LINE, 4 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-35	10 LINE, SOUTH INTO AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-36	10 LINE, SOUTH INTO AGTS	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-37	10 LINE, 2 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-38	10 LINE, 2 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-39	10 LINE, 2 GROUP, WEST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-40	10 LINE, 2 GROUP, EAST SIDE	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-41	0 LINE ESCALATORS, 6TH-5TH	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	TES-42	0 LINE ESCALATORS, 6TH-5TH	MONTGOMERY	5E Glass Escalator
JEPPESEN TERMINAL	XE-01	CENTRAL BOILER FREIGHT ELEVATOR	SCHINDLER	Hydraulic Elevator
Passenger Bridge	IW-01	UPPER BRIDGE WALK	MONTGOMERY	5W Glass Power Walk
Passenger Bridge	PB-01	LOWER BRIDGE WALKS	MONTGOMERY	5W Glass Power Walk
Passenger Bridge	PB-02	LOWER BRIDGE WALKS	MONTGOMERY	5W Glass Power Walk
MOD 4	GW-1	PASSENGER WEST GARAGE	KONE	EP ELEVATOR
MOD 4	GW-2	PASSENGER WEST GARAGE	KONE	EP ELEVATOR
MOD 4	GW-3	PASSENGER WEST GARAGE	KONE	EP ELEVATOR
AOB	AOB-01	AOB PASSENGER	DOVER	Traction Elevator
AOB	AOB-02	AOB PASSENGER	DOVER	Traction Elevator
AOB	AOB-03	AOB PASSENGER	DOVER	Traction Elevator
Combs Pkwy	Snow Hotel	Passenger Elevator	Dover	Hydraulic Elevator

**APPENDIX II
CONVEYANCE (ELEVATOR, ESCALATOR, AND POWER WALK) EQUIPMENT
MAINTENANCE, REPAIR AND OPERATIONS SERVICES**

**CONTRACT PERFORMANCE OBJECTIVES AND PERFORMANCE ASSESSMENT
PROCESSES AND NON PERFORMANCE RESULT**

Performance Objective	Performance Standard	Method of Performance Assessment	Non-Performance Result
A.			
Safety tests and required inspections meet applicable codes, laws and regulations.	<u>All</u> safety tests and required inspections meet applicable codes, laws and regulations.	Documentation of all safety tests and required inspections are to be presented immediately to the contract administrator and/or the conveyance specialist for review.	\$1,000 deduct per code, law and regulation violation and Contractor shall correct any deficiencies without additional costs to the City.
B.			
Elevators, escalators and power walks are reliable and available for use.	Each unit; Elevators, escalators and power walks are fully operational at least <u>99%</u> of the time. (The 99% operational number does not include downtime for Third Party Inspections, Condition Assessments and/or PMs). Note: 99% = operational time of 23.75 hours per unit per day.	Run time compared to down time as measured through communications between the Contractor and MCC with verification inspections by the contract administrator and/or conveyance specialist.	\$1,000 deduct for each percentage less than 99%. Deduction will be taken on a monthly basis.

Performance Objective	Performance Standard	Method of Performance Assessment	Non-Performance Result
C.			
Conform to all DIA and TSA security procedures, rules and regulations.	No more than <u>one</u> violation per month.	Review and analysis of DIA and TSA security violation reports.	\$500 deduct per any violation or type greater than one per month Additionally, the City shall be reimbursed for any civil monetary penalties assessed to the City by the TSA or any other Federal Agency for any Contractor security violations. The reimbursement shall be made within 2 weeks of any civil monetary penalties assessed to the City.

Performance Objective	Performance Standard	Method of Performance Assessment	Non-Performance Result
D.			
<p>Qualified and Certified Mechanics and Transit Technician (helpers) will be assigned to this facility and contract.</p>	<p>The workforce shall be comprised of <u>qualified and certified Mechanics and Transit Technicians (helpers)</u> who are <u>regularly scheduled full-time employees assigned exclusively to this facility and contract.</u></p>	<p>The Contractor shall provide the contract administrator and/or conveyance specialist with the names and ranks 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 lists must be kept current.</p>	<p>\$1,000 deduct per failure to submit employee information lists or to submit updated lists.</p>
	<p>The Contractor shall, at a minimum, <u>conduct monthly occupational (OSHA), technical and/or safety training for each employee</u> and <u>shall maintain a training record for each employee.</u></p>	<p>Training records shall be made available to the contract administrator and/or conveyance specialist upon request.</p>	<p>\$1,000 deduct if training records do not meet the performance standard or the Contractor fails to provide training records when requested.</p>

Performance Objective	Performance Standard	Method of Performance Assessment	Non-Performance Result
E.			
On-site stocks of parts and materials are sufficient to ensure the timely repair and service of all the equipment covered under this contract.	Equipment outages and service/repair delays due to waiting on parts and materials <u>must not exceed 24 hours/ per unit/per day</u> for all of the equipment maintained under this contract. Any unit down for 24hrs or more will be considered waiting on parts unless documentation is provided otherwise.	The Contractor shall notify the MCC when parts are ordered, again when the parts are received and the service or repair is initiated.	\$1,000 deduct per unit outage per day, after the first 24 hours, in excess of the performance standard.
F.			
All Contractor employees, subcontractors and agents conduct their activities in a professional and customer-service-focused manner.	Contractor's employees and backup employees assigned to this contract <u>shall receive annual customer service training</u> and be expected to interact with the public, City staff and other contractors in a <u>professional manner at all times</u> .	Contractor shall submit to the contract administrator and/or conveyance specialist annually the dates, duration, list of attendees and content of the annual customer service training.	\$1,000 deduct per employee if Contractor does not meet the customer service training performance standard.
		Any customer service related complaints regarding the Contractor's employees shall be investigated and brought to the attention of the Contractor by the contract administrator and/or conveyance specialist who shall keep a record of such complaints.	Contractor shall counsel the employee and document the counseling. The City may also require reassignment of the employee from this contract.

Performance Objective	Performance Standard	Method of Performance Assessment	Non-Performance Result
G.			
Down Equipment	<p>The Contractor is responsible for <u>keeping the Maintenance Control Center (MCC) informed at 303-342-2800,daily - at least one update per shift, as to the status of repairs, of any equipment/unit inoperable and any/or time waiting for materials.</u> If the unit is going to be down more than 24hrs, Contractor will provide a detail report to Contract Maintenance Group, explaining why unit is down and estimated time for back in service.</p>	<p>The MCC shall record and update the work status, including time waiting for materials as communicated to them by the Contractor.</p>	<p>\$500 deduct for each failure to meet the performance standard.</p>

Performance Objective	Performance Standard	Method of Performance Assessment	Non-Performance Result
H.			
A checklist is posted in each elevator machine room.	The Contractor <u>shall post a checklist in each elevator machine room</u> that shall be <u>marked with the equipment number, date, time, assignment and/or work order number and initialed by the assigned technician.</u>	The contract administrator and/or conveyance specialist 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.	\$1,000 deduct per failure to meet the performance standard.
I.			
Complaints are documented and evaluated.	<u>All complaints</u> related to elevator, escalator and power walk equipment operation and/or the services provided by the Contractor shall be <u>documented and maintained on file</u> with the Contractor, contract administrator, and/or conveyance specialist.	The Contractor and contract administrator shall evaluate and discuss all complaints received by the City.	\$1,000 deduct, per unit, per complaint. For example: an email received from an Airport Stakeholder regarding the unsatisfactory operation/ performance, and/or safety condition of any conveyance would be considered a complaint.

Performance Objective	Performance Standard	Method of Performance Assessment	Non-Performance Result
<p>J.</p>			
<p><u>Emergency</u></p>	<p>The Contractor shall respond to emergency (an entrapment) and trouble calls (broken glass, slip and falls, equipment failure – excluding restarts) <u>within ten (10) minutes after</u> being contacted by the MCC. Contractor will notify the MCC upon their arrival at the equipment location. This will be accomplished by utilizing the Maximo system via TUFFPAD (The back-up to this would be utilizing the handheld radio or phone call). Please note: repeated entrapment or equipment failure calls on the same conveyance unit within a 24hrs period, the Contractor will receive multiple deductions for that unit.</p> <p>The responding technician shall notify the MCC <u>upon the restoration of service and/or provide an estimated time to restore service.</u></p>	<p>Contract administrator or designee shall monitor activity via data input into Maximo Asset Downtime Module.</p>	<p>Deduct \$ 500.00 for each response time over the 10 minute required response time performance standard; including Contractors notification to MCC upon their arrival.</p>

APPENDIX III

CONVEYANCE (ELEVATOR, ESCALATOR, AND POWER WALK) EQUIPMENT MAINTENANCE, REPAIR AND OPERATION SERVICES INCENTIVE FOR PERFORMANCE

	Performance Standard	INCENTIVE
A.	<p>Elevators, escalators and power walks are fully operational at least <u>99%</u> of the time.</p> <p>Note: 99% = operational time of 23.75 hours per unit per day.</p>	<p>1% of the Total annual contract amount for reaching 99% fully operational run time – to be paid on an annual 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 dollars total. Total is for all 281 pieces of equipment. The incentive is not paid per each piece of equipment.</p>

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201415671 – Conveyance Maintenance

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$1000, \$1000, \$1000

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Contractors Pollution Liability Coverage (including asbestos)

Coverage: Contractors Pollution Liability

Minimum Limits of Liability (In Thousands)

\$1,000 per occurrence, \$1,000 aggregate

Any Policy issued under this section must contain, include or provide for the following:

1. Coverage must extend, by endorsement or otherwise, to cover the full scope of all work performed by, or on behalf of, the Insured under the Insured's contract with the City.
2. Coverage shall cover the Insured's completed operations for a period no less than 3 years.
3. City, its officers, officials and employees as additional insureds, and shall include liability and defense of claims arising out of the work performed by, or on behalf of, the Insured.
4. Full limits of coverage dedicated to apply to this project/location.
5. Waiver of Subrogation and Rights of Recovery against the City and County of Denver, its officers, officials and employees.
6. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
7. If the coverage is written on a claims-made basis
 - a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
 - b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

Property Insurance for City Property in your Care, Custody and Control

Coverage: Property Insurance on City real and personal property in contractor's care, custody and control

Minimum Limits of Liability (In Thousands)

Replacement Costs

Any policy issued under this section must contain, include or provide for the following:

1. Replacement Cost, Agreed Value endorsements.
2. City and County of Denver as Loss Payee/Mortgagee, as applicable on the policy.
3. Waiver of Subrogation and Rights of Recovery against the City and County of Denver.
4. Deductible amount greater than \$100,000 must be approved by the City's Risk Administrator.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

PERFORMANCE BOND

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

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

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

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

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

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

(End of Page)

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

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Manager of Aviation

APPROVED AS TO FORM:

D. SCOTT MARTINEZ, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney