

## FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

**THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”)** is made and entered into on the date of the City’s signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“**City**”), and **CONCESSION PLANNING INTERNATIONAL AUSTRALIA PTY LTD**, an Australian proprietary company, limited by shares, organized under the laws of New South Wales, Australia, and authorized to conduct business in the State of Colorado (“**CPI**” or “**Consultant**”) (collectively, the “**Parties**”).

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

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

**WHEREAS**, the Parties entered into an Agreement for Professional Services, Contract No. 202368744-00, with an Effective Date of November 20, 2023 (the “**Existing Agreement**”), wherein Consultant agreed to complete the expected tasks, milestones and deliverables required to finalize, implement, monitor, and optimize DEN’s commercial program and continue consulting on the Bridge Study project for the City at DEN; and

**WHEREAS**, the Parties desire to amend the Existing Agreement as hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Section 4 entitled “**Term and Termination**,” Subsection A, of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate **three (3)** years from the Effective Date, unless sooner terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two (2), one (1) year options, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.”

2. Section 5, Subsection A, entitled “**Maximum Contract Amount**” of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Two Million Seventy-Nine Thousand Dollars and Zero Cents (\$2,079,000.00)** (“**Maximum Contract Amount**”). Consultant shall perform the services on the basis provided for in this Agreement up to the Maximum Contract Amount.”

3. Section 6, Subsection C, entitled “**Prevailing Wage**” of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“**C. Prevailing Wage.** To the extent required by law, Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Consultant shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

- ii. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

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

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

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

4. Section 6, Subsection D, entitled “**City Minimum Wage**” of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“**D. Compliance With Denver Wage Laws.** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the

Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. Section 6, Subsection A, entitled “**Minority/Women Business Enterprise**” of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“**A. RESERVED**”

6. Section 6. Subsection B, entitled “**Prompt Pay of MWBE Subcontractors**” of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“**B. RESERVED**”

7. The following new Section 10, Subsection U, is added to the Existing Agreement:

“**U. Americans With Disabilities Act (“ADA”).** Consultant shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, *et. seq*) and other federal, state, and local accessibility requirements. Consultant shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Consultant shall engage a qualified disability contractor to review Consultant’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Consultant shall remedy any noncompliance found by the qualified disability contractor as soon as practicable.”

8. Section 11, Subsection E(i), entitled “**Examination of Records**” of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

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

9. **Appendix** attached to the Existing Agreement is hereby deleted in its entirety and replaced with the **Appendix 1** attached to this First Amendment. All references in the Existing Agreement to “**Appendix**” are hereby replaced with “**Appendix 1**”.
10. **Exhibit A** attached to the Existing Agreement is hereby deleted in its entirety and replaced with the **Exhibit A** attached to this First Amendment.
11. **Exhibit B** attached to the Existing Agreement is hereby deleted in its entirety and replaced with the **Exhibit B** attached to this First Amendment.
12. **Exhibit C** attached to the Existing Agreement is hereby deleted in its entirety and replaced with the **Exhibit C** attached to this First Amendment.
13. Except as modified by this First Amendment, the Parties hereby ratify the Existing Agreement and agree that all of the terms and conditions of the Existing Agreement shall remain in full force and effect.
14. This First Amendment shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**  
AUSTRALIA PTY LTD

PLANE-202580138-01/ LEGACY-202368744-01  
CONCESSION PLANNING INTERNATIONAL

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**  
AUSTRALIA PTY LTD

PLANE-202580138-01/ LEGACY-202368744-01  
CONCESSION PLANNING INTERNATIONAL

Signed by:  
*susan gray*  
620357290A46467...

10/29/2025 | 4:36 PM PDT

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

susan gray

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

Managing Director

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

ATTEST: [if required]

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

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

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

## **Appendix No. 1**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.



**Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

Consultant is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

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

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### CPI Team

CPI Managing Partners Susan Gray and Jeremy Corfield ('Principal Consultants') will be the main points of contact. They will be supported by a Senior Analyst and a Project Manager ('Consultants') and any additional resources deemed necessary during the term of the agreement.

This highly experienced team are leaders in their field globally. Resumes, references and credentials including case studies and other reference projects can be supplied if needed.

### Scope of works

This scope recognises that as the DEN Concessions Masterplan implementation takes further shape and matures, the approach to developing and managing the program is changing.

In order to most appropriately respond to the needs of the business, we believe the coming years' activities can be grouped into two significant key focus areas:

1. Business optimization
2. Infrastructure optimization

In addition, a third focus area has been identified:

3. Professional development (Concessions-specific)

#### **Business Optimization**

The DEN Concessions team has been in a reinvention phase that has resulted in huge gains in experience and significant uplifts in revenue. This new baseline must continue to be leveraged, meaning that the team will need to evolve its approach to managing and developing the program as the program itself evolves. This area of focus aims to ensure that the team is equipped with the right strategy and tools to take the program to the next level.

The main area of focus will be in performance optimization, by ensuring appropriate business performance metrics and KPIs are in place to meet the needs of all key stakeholders, with the appropriate BI/dashboard in place to support this ongoing. From a broader perspective, the CPI and DEN teams will also focus on optimization of some key business areas including specialty retail, F&B, duty free and lounges and other paid services.

As part of the business optimisation stream, we will expand on the professional development workshops already undertaken with the DEN Concessions team, through a program of targeted, structured workshops. These workshops will focus on all aspects of commercial management and optimisation, bringing the benefit of global experience and local knowledge together, and arming the team with best-practice examples to help build their expertise and capability.

#### **Infrastructure Optimization**

DEN's incredible growth trajectory means an ongoing challenge to increase capacity to meet demand. CPI will support the DEN Concessions team in building sophisticated, realistic projections for the amount and type of concessions program is needed to service anticipated passenger growth and build supporting non-aero revenue business cases. While DEN continues to optioneer the best possible paths to unlocking that future growth, CPI will support the Concessions team by undertaking sophisticated modelling that will identify associated revenue opportunities for the airport, in turn supporting DEN leadership. This activity will also include the ongoing regular revisiting of capacity requirements based on anticipated changes

## DEN Concessions Consultancy Proposal

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to airline traffic forecasts and identifying ways to mitigate or optimize the impact across the airport where appropriate. Specific projects that CPI will support include: explorations of the potential expansions of the Great Hall to improve processing capability; further options for concourse expansions to add gate capacity across the airport estate; and options for linking the concourses to improve the customer experience, grow revenues, provide train redundancy and enhance the overall reputation of DEN as THE leading airport hub of choice in North America.

*Note that the modelling referenced here is for Concessions team support only for early, high-level business casing purposes. Should DEN leadership require further detailed modelling, scenario planning and space planning activities for specific capital projects, this will be scoped separately.*

### Professional Development

DEN has already identified the importance of specialist education in the airports sector with the creation of the CEEA. CPI, the only credible, recognized trainer for airport non-aero business globally, will provide ongoing, ad hoc support to the DEN leadership and Concessions team in development and delivery of specialist airport concessions training and professional development.

### Timing

We envisage all three focus areas of activity being undertaken in various forms, in parallel over the term of the agreement, which we have grouped into three time periods:

Year 1: January 2026 – December 2026

Year 2: January 2027 – December 2027

Year 3: January 2028 – December 2028.

### Phasing

#### Year 1: 1 January 2026 – 31 December 2026

- Business optimization activities including identification of metrics, KPIs and other support to develop measurement tools such as performance dashboards, etc
- Support to implement and embed commercial and customer-focused culture within the concessions team (CVP) underpinned by performance optimization activities and processes
- Professional development workshops for the DEN Concessions team, focussing on partner engagement and management best practiceInfrastructure optimization activities to support concessions team to develop high-level concessions revenue models for future planning related to the evolving DEN Concessions Masterplan
- Update space models in line with new forecasts, including category rebalancing as required
- Ongoing development of the category specific strategies - duty free, F&B and specialty retail as well as paid services such as lounges
- Support to the Concessions team with development of highly specialized, tailored training courses and professional development training for airport industry management\*

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- Onsite with DEN team x 3 per annum
- Ad hoc response and support as required through the year.

### **Year 2: 1 January 2027 – 31 December 2027**

- Ongoing business optimization activities including analysis of performance, review of metrics, KPIs and other measurement
- Professional development workshops for the DEN Concessions team, focussing on business optimisation through a focus on operations, product range, customer targeting, customer experience
- Infrastructure optimization activities to support concessions team to develop high-level concessions revenue models for future planning related to the evolving DEN Concessions Masterplan
- Ongoing review of operating data, research to refine concessions strategy
- Update space models in line with new forecasts, including category rebalancing as required
- Ongoing development of the category specific strategies - duty free, F&B and specialty retail as well as paid services such as lounges
- Support to the Concessions team with development of highly specialized, tailored training courses and professional development training for airport industry management\*
- Onsite with DEN team x 3 per annum
- Ad hoc response and support as required through the year.

### **Year 3: January 2028 – December 2028**

- Ongoing business optimization activities including analysis of performance, review of metrics, KPIs and other measurement
- Ongoing professional development workshops for the DEN Concessions team, customised to the current needs of the team
- Infrastructure optimization activities to support concessions team to develop high-level concessions revenue models for future planning related to the evolving DEN Concessions Masterplan
- Ongoing review of operating data, research to refine concessions strategy
- Update space models in line with new forecasts, including category rebalancing as required
- Ongoing development of the category specific strategies - duty free, F&B and specialty retail as well as paid services such as lounges
- Support to the Concessions team with development of highly specialized, tailored training courses and professional development training for airport industry management\*
- Strategic review - 2028 review of outcomes, lessons learned, strategic plan for next planning period
- Onsite with DEN team x 3 per annum
- Adhoc support and response as required

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## Budget – Fees and Expenses

We anticipate fees and expenses as follows:

| Year | Fees       | Travel    | Total               |
|------|------------|-----------|---------------------|
| 2026 | \$ 334,100 | \$ 55,200 | \$ 389,300          |
| 2027 | \$ 290,420 | \$ 56,940 | \$ 347,360          |
| 2028 | \$ 290,640 | \$ 58,723 | \$ 349,363          |
|      |            |           | <b>\$ 1,086,023</b> |

### Hourly Rates

Managing Partner: \$325 per hour

Consultant: \$228 per hour

Expenses have been calculated on the basis that three trips will be undertaken by two consultants annually, each for a duration of 5 days. It is CPI's standard approach to estimate the cost of each trip, but charge only actual expenses incurred, with supporting documentation and without administrative markup or margin. We strive to achieve cost efficiencies wherever possible and always pass these on to the client (ie, DEN will only incur 50% of flight cost if trip expenses can be split with another client in the region, etc).

*\*NOTE that the fees and expenses outlined above do not include any fees or costs associated with attending additional meetings to plan or deliver the content of any professional development or training courses which CPI has been involved in developing. Should CPI presence be required, additional fees and expenses will be incurred, to be agreed in advance with DEN.*

We welcome the opportunity to further discuss this proposed scope of works with you. We remain highly motivated to continue the outstanding work that the collective group has completed and delivered in recent years, and we are truly excited by the prospect of helping DEN to achieve its goals of delivering a world-leading programme, a unique and memorable guest experience, and material and sustainable income growth.

## **EXHIBIT C**

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

#### **A. Certificate Holder and Submission Instructions**

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder:      CITY AND COUNTY OF DENVER  
                                    Denver International Airport  
                                    8500 Peña Boulevard  
                                    Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

#### **B. Defined Terms**

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

#### **C. Coverages and Limits**

##### **1. Commercial General Liability**

Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

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

##### **2. Business Automobile Liability**

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess



coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
  - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
  - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
  - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**  
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
  - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**  
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**  
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**  
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
  - a. Express written permission must be granted by DEN.
  - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
  - c. Drone equipment must be properly registered with the FAA.
  - d. Drone operator(s) must be properly licensed by the FAA.
  - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

**D. Reference to Project and/or Contract**

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

If Commercial Operator will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

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

**H. Cooperation**

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative.

Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

## **I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

## **J. Part 230 and the DEN Airport Rules and Regulations**

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

## **K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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