

DENVER INTERNATIONAL AIRPORT
TENANT WORK PERMIT HANDBOOK



General Information, Rules, Regulations &
Operations Information

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ACKNOWLEDGMENT AND AGREEMENT

As the Owner/Operator/Regional Manager/General Manager or other designee, I hereby acknowledge and agree to abide by all the terms stated in this Concession’s Handbook as amended from time to time.

Per Article XIX of the Standard Concessions Use Agreement, "Concessionaire covenants [are] to faithfully observe and comply with the standards, procedures, requirements, directives, delegations of authority, directions and instructions governing the operations of concessions at DEN as identified in both the Concession’s Handbook and Tenant Work Permit Handbook, as amended from time to time. Concessionaire’s failure to keep and observe said laws, regulations, ordinances, rules, and handbooks shall constitute a material breach of the terms of this Agreement in the manner as if the same were contained herein as covenants."

It is the responsibility of each Concessionaire to communicate the information contained in this Tenant Work Permit Handbook to all personnel, contractors, and third party vendors. Violations will be administered under Article VIII and/or other applicable provisions of the Standard Concession’s Use Agreement.

The City reserve the right to update this Tenant Work Permit Handbook at any time. Concessionaires will be informed of such updates via letter sent to the email provided.

Acknowledged and Agreed:

CONCESSIONAIRE: _____

Name

Signature

Title

Date

ARTICLE I. GENERAL PROVISIONS

SECTION 1: GENERAL

Except as the context otherwise requires and unless otherwise expressly provided herein, the capitalized terms in this Tenant Work Permit Handbook shall have the same meaning as any similarly capitalized terms defined in individual Concessionaire's Agreement or any exhibit thereto. Reference to the City and County of Denver ("City"), the Department of Aviation ("DEN"), the Chief Executive Officer of the Department of Aviation ("CEO"), the Executive Vice President Chief of Staff of the Department of Aviation ("EVP"), or the Senior Vice President for Concessions of the Department of Aviation ("SVP") shall mean that entity specifically, or that division or individual authorized to represent that entity. "Agreement" shall mean the individual Concessions Agreement entered into by the Concessionaire and City for specific Premises at DEN.

SECTION 2: CONTACT INFORMATION

Questions about design, construction, and continual maintenance of Concessions Locations by Concessionaires should be submitted in writing by email to Don Schutter, at don.schutter@flydenver.com.

SECTION 3: DELEGATIONS OF AUTHORITY

Per Article XXXVII of the Standard Concessions Use Agreement, the Chief Executive Officer of the Department of Aviation ("CEO") exercises the City's authority and discretion. Under Article XXXVII, the CEO has the authority and discretion to further delegate any authority or discretion granted thereunder. The CEO has designated as her representative and delegated her authority and discretion under the Agreement, to the Department of Aviation's Executive Vice President, Chief of Staff ("EVP"). Unless specifically delegated in this Handbook, only the CEO and/or EVP may exercise City's authority and discretion granted under the Standard Concessions Use Agreement under the Agreement. The CEO and/or EVP may rescind or amend any such designation of representative or delegation of authority and discretion under the Agreement upon written notice to Concessionaires. The EVP has delegated authority for all day-to-day management responsibilities and decisions to the Department of Aviation's Senior Vice President for Concessions ("SVP").

SECTION 4: COMPLIANCE WITH LAWS AND REGULATIONS

Concessionaires must comply with and require their contractors to comply with all applicable federal, state, and local laws and all general rules and regulations applicable to construction at DEN, including payment of prevailing wages as defined in Denver Revised Municipal Code Section 20-76. Additionally, Concessionaires must pay all applicable sales and use taxes and comply with DEN environmental controls and specifications, as well as the Americans with Disabilities Act, 42 USC 12,000 et seq. and its regulations.

In addition to the above, Concessionaires and their contractors must comply with all DEN specific rules and regulations regarding site access, use of site, safety, security, design, and construction. Concessionaires and their contractors must obtain and pay for all related permits. Failure to comply will be grounds for denial of access and/or suspension of construction activities. Regulations in force specific to DEN include but are not limited to the following:

1. Denver Municipal Airport System Rules and Regulations
(http://www.flydenver.com/about/administration/rules_regulations)
2. DEN Design Standard Manual (“DSMs”)
(<http://business.flydenver.com/bizops/bizRequirements.asp>)
3. DEN Tenant Development Guidelines (“TDGs”)
(<https://business.flydenver.com/bizops/documents/tenantManual.pdf>)

SECTION 5: REQUIRED MINIMUM CAPITAL INVESTMENT

Concessionaires must make minimum capital investments for its awarded Premises, construct all initial improvements to their Premises, and furnish and equip each Concessions Location at the level necessary for First Class operations. The Minimum Capital Investment amount for each Concessionaire is set forth in the specific Summary Page of the Agreement. Such capital investments will be completed in strict conformity with the final plans and specifications of the Approved Project.

The Minimum Capital Investment shall not include financial costs, interest, inventory, pre-opening expenses, or intra-company charges, but may include architectural and engineering fees not to exceed fifteen (15%) of the total. The Minimum Capital Investment is a material part of the consideration to City under all Agreements. Within one hundred twenty (120) days after the Package Completion Date, Concessionaires must file with DEN releases for the above expenditures and a statement certified by its architect setting forth the total construction costs with appropriate detail itemizing design fees, original construction contract amount, total change orders, decorations, furnishings, fixtures, and equipment (“Actual Capital Investment”). At DEN's request, Concessionaires must submit copies of invoices supporting such costs. Non-receipted expenditures will not be credited. If the total amount of Actual Capital Investment is less than the Minimum Capital Investment, Concessionaires must pay to DEN the difference between such total cost (as detailed by the certified receipts) and the Minimum Capital Investment within thirty (30) days after DEN provides written notice to the Concessionaire. However, CEO has delegated the authority to EVP to waive this requirement upon a finding that the Concessionaire constructed the Premises Improvements in strict conformity with the final plans and specifications as described above.

SECTION 6: PREMISES IMPROVEMENTS AND TRADE FIXTURES

All Premises Improvements and Trade Fixtures must be First Class, safe, attractive, in compliance with all applicable codes and the TDGs and may be installed only with DEN's prior written approval.

ARTICLE II. DESIGN

SECTION 1: DESIGN STANDARDS

First Class design and construction of Concessions Locations are required, and all Premises Improvements shall conform to applicable statutes, ordinances, building codes, and regulations; DEN's Design Principles and DSM; the TDGs as they may be amended from time to time; and any other applicable design, construction and maintenance standards. Approval of DEN extends to all design and construction elements (e.g., architectural, structural, mechanical, specialty systems, site, signage, materials, color selections, landscaping, and aesthetic matters). DEN reserves the right to promptly reject any designs submitted and the right to require Concessionaires to resubmit designs and layout proposals until approved by DEN. If DEN disapproves any portion of the plans and specifications, Concessionaires must promptly submit necessary modifications and revisions thereof. No substantial changes or alterations shall be made in said drawings or specifications after approval by DEN. Further, no alterations or improvements shall be made to or upon the Premises without prior DEN approval. DEN's Design Principles, DSM, and TDGs can be found at <http://business.flydenver.com/bizops/bizRequirements.asp>.

SECTION 2: DESIGN PERIOD

All Premises Improvements to be made to or upon the Premises by Concessionaires are subject to the prior written approval of EVP. Concessionaires must coordinate design plans and specifications with DEN. Concessionaires must submit its preliminary plans for approval no later than the dates specified in the Development Schedule, attached to the Agreement as Exhibit D.

SECTION 3: DESIGN PROCEDURES

Manual 1 of the TDGs and this Tenant Work Permit Handbook govern the procedures and requirements regarding design, including design process and schedule, submittal requirements, review and approval processes, design modifications, and project coordination.

SECTION 4: DEVELOPMENT SCHEDULE

No later than thirty (30) days after the Effective Date, or at such later date as DEN may agree, the Concessionaire and DEN will meet for the Pre-Design Meeting described in TDGs. No later than seven (7) days thereafter, Concessionaires must prepare and submit for DEN's review a proposed Development Schedule.

The proposed Development Schedule must contain:

1. The anticipated date(s) of design, technical submittals, and reviews for each Concession Location and the Premises.
2. The anticipated Shell Space Turnover Date(s) for each Concession Location.
3. The anticipated date of Substantial Completion of each Approved Project contemplated under the Development Schedule.
4. The anticipated Required Opening Date(s) for each Concession Location.
5. The expected Package Completion Date for the entire Premises.

Upon approval by DEN, the Development Schedule will be confirmed by letter executed by the SVP and shall set the timeline for initial construction of all Concession Locations within the Premises.

SECTION 5: APPROVED PROJECTS

1. Prior to Concessionaires commencement of any construction activities on their Premises contemplated under the Development Schedule or thereafter, Concessionaires must submit and have approval from DEN a Design Review Committee Package (“DRC Package”) consisting of three (3) photo quality renderings that clearly depict the proposed design concept for the Premises, in context with the surrounding area. The DRC Package must contain:
 - a. Renderings depicting the space approximately six feet (6’) beyond the demising walls and include merchandising on the shelves and people in each Concession Location.
 - b. One (1) material sample board, floor plan, and reflected ceiling plan for each Concession Location, to provide a complete understanding of the space;
 - c. An electronic copy of the fully complete plans and specifications for all Trade Fixtures and Premises Improvements for each Concessions Location.

Prior to submission of DRC Package, Concessionaires should carefully review the Tenant Design Guidelines and DEN Concession Design Standards. DEN reserves the right to promptly reject any submission that is not in material compliance with the foregoing. A copy of the plans and specifications shall be submitted separately to City’s Building Inspection Division and Fire Department.

DEN shall review and return comments, approve, or extend the review period for the DRC Package within fourteen (14) days. Any additional time taken by DEN in excess of the fourteen (14) days may be added to Concessionaire’s Development Schedule, provided the delay is not attributable to Concessionaire’s failure to comply with the TDG’s or other requirements. DEN shall have fourteen (14) days to review each DRC Package submitted or resubmitted by the Concessionaire.

2. Once DRC Package is approved, Concessionaires may move forward with the design for the Concession Location in accordance with TDGs. Any design efforts prior to the DRC Package being approved is at Concessionaires’ own risk. The design must include:

- a. All Concessionaires finish requirements, including lighting, power, plumbing, HVAC distribution from the main air supply, HVAC controls for the tie in to the base building system, supplemental HVAC if needed, life safety systems, interior finishes, all furnishings, fixtures, trade fixtures, equipment, and signage necessary to operate in a first-class manner.
- b. Special attention must be given to the design of the HVAC and electrical systems. For a concept that creates odors, the mechanical system must be designed or configured to prevent the transmission of said odors to other portions of DEN.

All plans and specifications, materials, and color selections are subject to review and approval by SVP.

3. Once the Concessionaires' design intent is approved by DEN, Concessionaires must prepare for DEN approval final plans and detailed specifications that incorporate the design intent approved by DEN in the DRC Package ("Final Plans"). Final Plans must be prepared by an architect or engineer licensed to practice in the State of Colorado. All design and construction drawings submitted by Concessionaires to DEN must be provided in the latest release of REVIT format in accordance with DEN's Design Standards Manual.

In addition to the above, Concessionaires are responsible for coordinating with Denver Building Inspection Division, Zoning, Fire Department, Wastewater Management, Consumer Protection, and Health and Hospitals, etc. as may be required to comply with submittal, review, and approval requirements in order to obtain all required permits. Prior to the issuance of a Notice to Proceed, Concessionaires or their contractor shall deliver to SVP copies of all required permits, licenses, and all other documents as required by Manual 1 of TDGs.

ARTICLE III. CONSTRUCTION

SECTION 1: PRE-CONSTRUCTION

As soon as practicable, but no later than ten (10) days after approval by DEN of the Final Plans, Concessionaires shall attend a pre-construction meeting with EVP's Designated Project Manager.

SECTION 2: NOTICE TO PROCEED

Concessionaires may not construct or install anything within the Premises without DEN's approval of the Final Plans and a DEN issued Notice to Proceed ("NTP"). Before beginning any construction work on the Premises, Concessionaires must obtain at Concessionaires' expense, a NTP as described in the TDGs. Prior to the issuance of an NTP, Concessionaires must obtain and pay for all approvals, licenses, and permits required for the Premises Improvements. Whenever a conflict arises between state or local law, ordinances or regulations, and federal law or regulations, the most stringent law or regulations applicable to the Agreement shall control.

Prior to issuance of a NTP for an Approved Project, Concessionaires must submit the required documentation, listed of below, to DEN. A detailed description of all the requirements can be found in the TDGs.

The required documents are as follows:

1. An electronic copy of the Approved drawings and specifications;
2. Either an electronic copy of the construction contract; or
3. A sworn statement listing contractors and subcontractors at all tiers, a description of work, the contract amounts, and approval from the Auditor's Office that the documents are acceptable;
4. An electronic copy of the fully executed concession agreement between DEN and Concessionaires;
5. An electronic copy of contractor's insurance documentation as set forth in TDGs, Volume 3, Appendix B;
6. Contractor's original Performance Bond, Payment Bond, and dual obligee rider on DEN approved form;
7. Original of Concessionaire's Payment Bond on DEN approved form;
8. An electronic copy of the Building Permit;
9. An electronic copy of the detailed bar chart schedule of construction;
10. An electronic copy of all REVIT and Word file construction documents;
11. An electronic copy of the contractor's safety plan;
12. An electronic copy of the DSBO forms and an approval from them indicating that the minimum required participation has been met;
13. A sworn statement from Concessionaire certifying that the contractor has submitted their qualifications. Concessionaire certifies it has investigated the qualifications of its proposed subcontractors and has identified the existence of any of the following items or certified to the best of their knowledge and belief that the problems listed below do not exist:
 - a. Default on a contract within the last 3 years;
 - b. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety;
 - c. Debarment within the last 5 years by a public entity or any organization which has formal debarment proceedings;
 - d. Significant or repeated violations of federal Occupational Safety and Health Act ("OSHA") safety requirements ;
 - e. Failure to have the required City or Colorado licenses to perform the work described in the contract; and
 - f. Conviction within the last 5 years by the contractor, its principal owners, or its officers of an offense involving fraud or racketeering.

DEN reserves the right to promptly reject any submission that is not in material compliance with TDGs.

DEN shall review and return comments, approve, or extend the review period for the required NTP documentation within fourteen (14) days. Any additional time taken by DEN in excess of the fourteen (14) days may be added to the Concessionaire's Development Schedule provided the delay is not attributable to the Concessionaire's failure to comply with the TDG's or other requirements. DEN shall have fourteen (14) days to review each set of NTP documentation submitted or resubmitted by the Concessionaire.

SECTION 3: CONTRACTOR'S BOND

Each Concessionaire's contractor must maintain in effect throughout the construction period, a construction performance, and payment bond in a sum not less than one hundred (100%) of the construction contract price. Said bond must guarantee prompt and faithful performance of the contract and prompt payment by Concessionaires to their contractors and by Concessionaires' contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools, and equipment used directly or indirectly by the said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract. Said bonds shall also protect City and DEN from any liability, losses, or damages arising therefrom.

SECTION 4: STANDARD OF PERFORMANCE

All work done by Concessionaires or their contractor(s) must be done in a First Class, workmanlike manner using only high quality grades of materials, and must comply with all insurance requirements; all applicable laws and ordinances, and all rules and regulations of governmental departments or agencies.

Whenever a conflict arises between state or local law, ordinances or regulations, and Federal law or regulations, Federal law or regulations applicable to the Agreement shall control.

SECTION 5: COORDINATION OF CONSTRUCTION

Concessionaires must cooperate with DEN and its planners, designers, architects, and engineers in the construction and installation of the Premises Improvements and Trade Fixtures in the Premises. Concessionaires must use the plans approved by DEN and City's Building Code. Concessionaires must meet with DEN on a periodic basis as requested by DEN to give progress reports and quality control checks. SVP must be copied on all design and construction meeting correspondence. During the Term of the Agreement, construction may also occur in adjacent areas surrounding each Concessionaire's Premises. Concessionaires must cooperate with and grant to other contractors access to its Premises when necessary to accommodate construction occurring in adjacent areas.

SECTION 6: CONSTRUCTION DEADLINES

Concessionaires must construct all Premises Improvements and install all Trade Fixtures on or before the Required Completion Date of the Approved Project, as shown in the NTP. For initial construction, Concessionaires must also be Open for Business by the Required Opening Date, as shown in the NTP. The Required Completion Date and or Required Opening Date may be extended by the EVP if completion of the Premises Improvements or installation of Trade Fixtures was delayed by circumstances solely attributable to DEN. In such case, DEN and the Concessionaires will proceed to document the changed dates on the Development Schedule.

SECTION 7: BEGINNING CONSTRUCTION

Concessionaires must, at their own cost and expense, commence construction of an Approved Project within ten (10) days of the later to occur of: (i) the Shell Space Turnover Date stated in the NTP for such Approved Project; or (ii) receipt of Demolition Permit. Concessionaires must construct and install all initial Premises Improvements and Trade Fixtures necessary for the customary operation of the Concessions Location, including, but not limited to, lighting, power, plumbing, HVAC distribution from main air supply, HVAC controls for the tie in to the base building system, supplemental HVAC if needed, life safety systems, interior finishes, all furnishings, fixtures, equipment, signage, counters, display cabinets, interior partitions, lighting, wall and ceiling finishes, flooring and floor coverings, furniture, furnishings, signage, and all other equipment and furnishings necessary to operate in a First Class manner.

All construction performed by Concessionaires, including construction and installation of all Premises Improvements and Trade Fixtures, shall conform in all material respects to the Final Plans, TDGs, applicable statutes, ordinances, building codes, fire codes, state and federal OSHA safety requirements, DEN's Rules and Regulations, City's construction permit requirements, this Tenant Work Permit Handbook, and the Americans with Disabilities Act ("ADA") requirements.

SECTION 8: CONSTRUCTION PROCEDURES

Refer to Manual 1 of the TDGs for procedures and requirements regarding construction, including but not limited to, construction schedule, submittal requirements, review and approval process, construction inspections, construction modifications, and project coordination.

Compliance with Standards. All construction work shall comply with the requirements of and standards established by City, DEN, and all other appropriate governmental agencies and entities. City and DEN share the right to monitor and inspect any construction to assure that the Premises Improvements and Trade Fixtures with the Premises are constructed and installed in full compliance with the plans and specifications.

1. Work Subject to Inspection. All construction work, materials, and installations involved in or incidental to the construction on Concession Locations shall be subject at all times to inspection and regulatory control by City and DEN. In the performance of construction activities for Premise Improvements and installation of Trade Fixtures, Concessionaires

are responsible for compliance and must require its contractors to comply with all federal, state, and local environmental requirements including, without limitation DEN's Environmental Requirements, detailed below.

2. Safety During Construction. DEN has the right to halt construction of Premises Improvements or deny access to the site at any time if construction is at material variance from the approved drawings and specifications, until such variances are corrected. Similarly, if such construction poses an immediate safety hazard at DEN, DEN has the right to halt construction until such safety hazard is eliminated. DEN will use its best efforts to alleviate and resolve any such variance or impediment to the safe operation of DEN so as to permit continued construction as expeditiously as possible.
3. Submittal of Necessary Information. In order to assist DEN in monitoring and inspecting construction, Concessionaires must submit or cause to be submitted information and record copies of all field test reports, certificates of insurance, waivers of liens, material certificates, shop drawings, and submittals for review for compliance with DEN's Design and Construction Standards, contractor application for payment requests, construction progress reports, notification of Substantial Completion, two copies of maintenance and operation manuals in connection with building systems and all updates thereof, As-Built documents, and any other documents related to the construction of Premise Improvements and installation of Trade Fixtures, which may be reasonably requested by DEN.
4. Change Orders Require Prior Approval. The Building Inspection Division and DEN must receive copies of all change orders. No change order or other contract modification that materially changes the scope of the Premise Improvements shall be executed without prior approval of SVP. DEN will approve, conditionally approve, or disapprove submissions of change orders that materially change the scope of the work within a reasonable period of time following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason for the condition.
5. Responsibility for Temporary Utilities. Concessionaires are responsible for all temporary utilities required during construction. At their sole cost and expense, Concessionaires must obtain and make utility connections, hook-ups, or taps as necessary or as stipulated in the Agreement, securing all necessary applications or permits, and paying all associated fees. At their sole cost and expense, Concessionaires must provide meters calibrated by the utility company and maintain equipment as required to provide accurate measurement of usage and consumption. DEN makes no warranty as to the location of structures, wiring, fixtures or systems, and Concessionaires accept them on an "as is" basis without further recourse against DEN as to their location, number, or suitability for the Concessionaire's particular purpose
6. Maintenance of Safe Construction Site. Concessionaires are responsible for maintaining a clean, orderly, and safe construction site, free of accumulated construction debris and waste materials, and Concessionaires are responsible for legal removal of same. Construction must be accomplished without interfering with travelers, DEN operations, or other businesses, providing barricades, and/or construction enclosures as required.

ARTICLE IV. PROJECT CLOSEOUT

SECTION 1: CERTIFICATE OF OCCUPANCY

Upon completion of construction of the initial Approved Projects, Concessionaires shall deliver to DEN a copy of the Temporary Certificate of Occupancy (“TCO”) and Certificate of Occupancy (“CO”) for the entire (100%) Concession Location if one is issued by City’s Building Department. If a TCO or CO is not issued by City’s Building Department, Concessionaires must provide a copy of the final Permit Inspection Card indicating inspection and approval by the issuer of said permit. Concessionaires must obtain DEN’s written permission to remove its construction wall and must immediately thereafter Open for Business.

SECTION 2: REQUIRED DOCUMENTS

Within one hundred twenty (120) days after the Package Completion Date, Concessionaires must deliver to DEN the following documents:

1. Certified proof demonstrating that no liens exist on the Premises, including but not limited to, a waiver of lien from all construction Contractors and signed releases from all subcontractors that indicate receipt of payment in full for all work performed or Trade Fixtures delivered.
2. As Built record documents of the construction, additions and other modifications constructed by Concessionaire on the Premises. Any DEN maintained assets or systems shall be fully connected and include system and equipment loads on and all facility information. Concessionaires must provide connections and service loads at the point of connection to all DEN systems. During the Term, Concessionaires must keep said documents current, with all changes or modifications made by Concessionaires in or to the Premises or additions thereto.
3. A statement certified by Concessionaire’s chief financial officer, or other officer similar in function or title, specifying the final Capital Investment and final Design related to each of the Approved Project(s) with the level of detail as requested by DEN.
4. An architect’s certification that construction has been completed in accordance with the approved plans and specifications and in compliance with all laws and other governmental rules, regulations and orders, including but not limited to, DSBO approval and Denver City Auditor’s approval. Upon DEN’s request, Concessionaires must jointly inspect the Premises with DEN to verify conformity to the Final Plans for each Approved Project within the Premises.

SECTION 3: TITLE TO IMPROVEMENTS

All Premises Improvements made to the Premises by Concessionaires, and any additions and alterations thereto made by Concessionaires, including approved changes and renovations that are affixed to the realty, shall become the property of City upon their completion and acceptance by DEN.

ARTICLE V. SIGNS AND WINDOW DISPLAYS

SECTION 1: GENERAL

Concessionaires have the right to install and maintain signs on the Premises, provided that the design, installation and maintenance of all signs shall be subject to the terms of the Agreement and comply with this Tenant Work Permit Handbook. Concessionaires must submit to DEN, for review and approval, the size, design, content, construction or fabrication and intended location of each sign it proposes to install within the Premises.

SECTION 2: UNIFORM STANDARDS

DEN has established criteria so that all signs conform to certain uniform standards and criteria and that those criteria are set out in DEN's DSM and the TDGs. DEN has the right in its sole discretion to prohibit any sign proposed by Concessionaires. Concessionaires will not place or cause to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any exterior lighting, plumbing fixture or protruding object or any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining DEN's written approval and consent. At Concessionaires' sole cost and expense, upon demand by the SVP, Concessionaires must immediately remove any sign installed in violation of the foregoing. In the event any sign is installed in violation of foregoing, Concessionaires must, at its own cost and expense, return the site of such sign to its condition prior to the placement or erection of the sign. Concessionaires must maintain any approved sign, awning, canopy, decoration, lettering, advertising matter, or other thing as may be approved in First Class condition and repair at all times during their Term.

SECTION 3: STOREFRONT SIGNAGE

Concessionaires must affix a sign to the exterior surface of the storefront of each Concession Location, subject to the advance approval of and field inspection by DEN. Concessionaires are responsible for all costs of fabricating, constructing, operating, and maintaining such sign including, without limitation, all charges for electricity. Concessionaires must keep said sign well-lit during such hours as SVP shall designate.

SECTION 4: INTERIOR SIGNAGE

DEN will permit Concessionaires to install and operate signs in the Concession Location that are professionally fabricated and/or printed, subject to written approval by DEN.

Concessionaires must request DEN's approval by submitting a written request, accompanied by a detailed rendering or drawing of the proposed sign and the proposed location. All signs located in the interior of a Concession Location must be in good taste so as not to detract from the general appearance of the Concession Location or DEN. No symbol, design, name, mark, or insignia adopted by City for DEN shall be used without the prior written consent of DEN.

Under no circumstances may any handwritten or temporary signs or displays be posted or used by Concessionaires, including but not limited to, any price lists or employment opportunity signs in a Concession Location. Concessionaires may place decals relating to credit or charge cards accepted on storefronts where warranted, subject to the prior written approval of the SVP with respect to size, design, and placement.

Concessionaires must not install, have installed, or allow to be installed upon or within the Premises any sign whether lighted or unlighted (except for retail items, services and menu boards), posters or other display of advertising media including material supplied by manufacturers of items offered for sale; or other types of display specified in DEN Design Standards, without prior written approval. Permission will not be granted for any advertising which fails to comply with DEN's DSM, TDGs, this Tenant Work Permit Handbook, or any advertising material, fixture, or equipment that extends beyond a Concession Location.

ARTICLE VI. MODIFICATIONS AND ALTERATIONS

SECTION 1: GENERAL

After construction and installation of all initial Premises Improvements and Trade Fixtures, Concessionaires may not materially improve, change, alter, add to, remove, or demolish any part of the Improvements without the prior written consent of DEN. Subsequent construction work occurring during the Term of the Agreement is subject to the same procedures as detailed in Articles II thru IV. Modifications and alterations to existing Premises Improvements or Trade Fixtures are subject to the same requirements, including but not limited to, prevailing wage.

1. Advance Notice of Modification. Concessionaires must give advance notice and receive DEN approval before performing any material modification to the Premises.
2. Expense of Alterations. Any work necessary to make any alterations, improvements, or additions to the Premises throughout the term of the Agreement shall be done at Concessionaires' cost and expense in accordance with and subject to all of the required approvals, submittals, procedures, and all other requirements of whatsoever nature, as set forth herein.

SECTION 2: SUBSEQUENT CONSTRUCTION

The same process outlined above for DEN's approval of the construction shall be followed for all subsequent construction, unless otherwise directed by DEN. Concessionaires must comply with all conditions imposed by the EVP and SVP in their sole judgment and all required approvals, submittals, and procedures of whatsoever nature, as set forth above. Any work necessary to make alterations, improvements, or additions to the Premises throughout the Concessionaire's Term shall be done at the Concessionaire's cost and expense.

Upon completion of subsequent construction work, Concessionaires must deliver to DEN revised As Built drawings, evidence of payment, contractor's affidavits, and full and final waivers of any liens for labor, services, or materials. Concessionaires must include in its agreement with its contractors provisions whereby such contractors shall defend and hold City and DEN harmless from all costs, damages, liens, and expenses related to such work.

SECTION 3: REMOVAL AND DEMOLITION OF IMPROVEMENTS

Concessionaires must not replace, remove, or demolish in whole or in part any Premises Improvements or Trade Fixtures within the Premises during their Term without the prior written approval of the SVP. In his/her sole discretion, the SVP may condition such approval upon the obligation of Concessionaires to replace the Premises Improvement or Trade Fixture with a comparable substitute specified by the SVP.

In the event that any construction, improvement, alteration, modification, addition, repair (excluding emergency repairs), or replacement is made without the prior written consent of the SVP or made in a different manner than approved, City may terminate the Agreement in accordance with the termination provisions of the Agreement.

Alternatively, upon notice to do so, Concessionaires must remove the same, or at its discretion, Concessionaires must cause the same to be changed to the satisfaction of DEN. In case of any failure on the part of Concessionaires to comply with the notice, in addition to any other remedies available to it, DEN may affect the removal or change referenced above in this Section and Concessionaires must pay the cost thereof to DEN upon demand.

SECTION 4: AS-BUILT DOCUMENTS

No later than sixty (60) days after completing any modification or alteration to the Premises, Concessionaires must shall provide DEN one (1) complete electronic set of As Built documents as defined in the Agreement. If a Concessionaire fails to provide As Built documents after written notice from DEN, DEN may elect to have the documents completed and charge Concessionaires for the costs associated therewith. Upon request, Concessionaires must inspect the Premises jointly with DEN to verify As Built documents.

ARTICLE VII. ENVIRONMENTAL REQUIREMENTS

SECTION 1: CONSTRUCTION

Concessionaires must ensure the Premises are designed, constructed, operated, and maintained in a First Class manner that is sustainable and minimizes environmental impacts through application of appropriate preventive measures and the maximum amount practicable of sustainable materials.

SECTION 2: PROHIBITIONS

Concessionaires must not keep, store, or use any goods or materials in or on the Premises that are flammable, explosive, hazardous (as defined in Article XVIII of the Agreement) or that may be offensive or cause harm to the general public or cause damage to the Premises. Concessionaires are responsible for compliance and shall require its Contractors to comply with all federal, state, and local environmental rules, regulations, and requirements. This includes compliance with DEN's Rules and Regulations, Rule 180 incorporated hereto by reference. Concessionaires must comply with the environmental requirements contained in TDGs, for any alterations to existing DEN facilities.

SECTION 3: REMEDIATION

Concessionaires must undertake all actions necessary to remedy or remove any released or spilled materials and any other contamination discovered on or under DEN property introduced or affected by construction, modification, alteration or any other activities of Concessionaires. At DEN's request sole discretion, Concessionaires must restore the Premises or any Concession Location to either its condition immediately prior to the initiation of the Concession Agreement or to a condition in compliance with all applicable local, state, federal, or airport laws, rules, regulations, or orders. This work must be performed at Concessionaires' expense, and DEN shall have the right to review the project plan, as well as review and inspect all such work at any time, using consultants and representatives of DEN's choice. Concessionaires must further conduct surface and subsurface monitoring pertaining to the Concessionaire's activities hereunder to ensure compliance with applicable laws, rules, regulations, and permits or as determined by the CEO.

ARTICLE VIII.

MIDTERM REFURBISHMENT

SECTION 1: GENERAL

Before the (5th) or fifth (6th) Contract Year of the Concessionaire's Term (depending on whether the Agreement lasts for seven [7] or ten [10] years), Concessionaires must, at their sole cost and expense, commence Mid-Term Refurbishment. The Mid-Term Refurbishment must include without limitation all refinishing, repair, replacement, redecorating, repainting and re-flooring necessary to keep the Premises in First Class condition.

SECTION 2: MIDTERM REFURBISHMENT MEETING

At the beginning of the third (3rd) or fourth (4th) Contract Year of Concessionaire's Term (depending on whether the Agreement lasts for seven [7] or ten [10] years), Concessionaire and DEN will meet and jointly determine the scope and extent of the Mid-Term Refurbishment for each Concession Location within the Premise. If the Concessionaire and DEN cannot jointly agree DEN's determination shall govern.

SECTION 3: DESIGN AND CONSTRUCTION

Concessionaires' plans, specifications, and schedule for refurbishment must be in accordance with the procedures laid out in the above sections. Concessionaires must submit its plan specifications for refurbishment to DEN for review and approval no later than the beginning of the fourth (4th) or fifth (5th) full Contract Year following the Package Completion Date. The Mid-Term Refurbishment must be completed prior to the midpoint of the fifth (5th) or sixth (6th) full Contract Year following the Package Completion Date.

ARTICLE IX. ROUTINE MAINTENANCE

SECTION 1: GENERAL

Concessionaires are responsible for preventive and routine cleaning and maintenance of all Premises Improvements, Trade Fixtures, and other assets within the Premises, whether built by Concessionaires or DEN. Concessionaires must ensure that all assets are cleaned and maintained in a First Class manner throughout the Term.

SECTION 2: PREVENTATIVE AND ROUTINE MAINTENANCE PLAN

No less than thirty (30) days prior to the Commencement Date of the Agreement, Concessionaires must submit for DEN approval a written preventive and routine cleaning and maintenance plan ("Plan") for the Premises. The provisions of the program are subject to the written approval and periodic review of DEN's Maintenance Department. This Plan must include, but is not limited, the following:

1. Janitorial Services
2. Pest Control Services
3. Plumbing Services (including grease waste lines)
4. Electricity Services
5. HVAC Services (including kitchen exhaust systems)
6. Grease Removal Systems Maintenance and Cleaning
7. Trash, Waste, and Refuse Services
8. Lighting Services

SECTION 3: ROUTINE REFURBISHMENT

On or about the commencement of each Contract Year of the Agreement, representatives of DEN and Concessionaires will tour their Premises and jointly agree upon what, if any, routine refurbishment is required to maintain the Premises in First Class condition. Concessionaires must promptly undertake such refurbishment at their sole cost and expense. If Concessionaire and DEN cannot jointly agree upon the type and extent of routine refurbishment, DEN may determine, in its sole discretion, the routine refurbishment required for that Contract Year. "Routine Refurbishment" means the routine repainting or redecoration of public areas within the Premises, including, but not limited to, the replacement or repair of worn carpet, tile, furniture, furnishings, fixtures or finishes.

ARTICLE X. DUTIES UPON EXPIRATION

SECTION 1: END OF TERM TRANSITION

During the final Contract Year of each Agreement, DEN plans to award and transition to a new concession agreement that may include rights to the Premises or portions thereof. If Concessionaires are not selected for the new agreement, DEN will notify the Concessionaire in writing of the exact dates of a transition period. During the final Contract Year of the Term DEN has the right the right to show the Premises or individual Concessions Locations to prospective tenants. DEN will provide at least twenty four (24) hours' notice to Concessionaires of any showing of the Premises. Concessionaires must cooperate fully with DEN and any successor to ensure an effective and efficient transition of the Premises and concession operations to the successor. Concessionaires are responsible for continuous performance of the Concession in a First Class manner during the transition to the successor.

SECTION 2: RIGHTS AND OBLIGATIONS

Upon expiration or termination of their respective Agreement, Concessionaires must surrender the Premises to DEN peaceably, quietly and in as good order and condition as handed over to Concessionaires or as improved by the Concessionaire or DEN, reasonable use and wear accepted. Concessionaires must remove all signage and provide temporary walls to seal all openings of each Concessions Location that meet the guidelines outlined for construction in the TDGs. Concessionaires must provide to DEN any and all keys to doors, window displays or any area of controlled access within the footprint of the Premises.

Concessionaires must remove all furniture, fixtures and equipment installed by Concessionaires or brand proprietary property, inventory and other personal property, and leave the Premises in broom clean and City Building Code compliant condition.

SECTION 3: CERTIFICATION

Within ten (10) days of the expiration or termination of the Agreement, Concessionaires must certify to DEN that all modifications to the Premises have been tracked and reflected in Concessionaires As Built rendering delivered to DEN.

ARTICLE XI. MISCELLANEOUS PROVISIONS

SECTION 1: PAYMENT OF PREVAILING WAGE RATES

Concessionaires must require all contractors and subcontractors to pay every worker, laborer, or mechanic employed by them in the performance of the construction of Premises Improvements prevailing wages, including fringe benefits or their cash equivalent, for the same class and kind of work in City, as determined by the Career Service Board under the provisions of Section 20-76 of Denver Revised Municipal Code ("D.R.M.C.").

The wages must be those prevailing at the time of the contractor's final bid, and Concessionaires must require the contractor to submit with its bid the applicable wage schedule. The contractor must post in a prominent and easily accessible place at the site of the Premises Improvements the scale of wages to be paid by the contractor and all subcontractors at any tier working under the contractor.

During each week of work progress, the contractor must furnish to the Mayor's Office of Contract Compliance and to City's Auditor a true and correct copy of the payroll records of all workers employed to perform the work. All payroll records must include:

1. Information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll.
2. A sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all workers performing the work whether for the contractors or subcontractors that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as of the contractor's final bid for the work.

Compliance with above requirements shall be deemed a work "specification" as such word is used in Section 5-18(d), D.R.M.C. Violation of the prevailing wage requirement and its documentation, hereinabove set forth, will result in an order from the CEO for the work to cease until there is satisfactory evidence that the violation has been remedied and will not reoccur. The issuance of a stop-work order will not relieve contractor's surety of any liability on contractor's bond or bonds, but such a stop-work order will be deemed a default by the contractor insofar as said surety's obligation is concerned.

SECTION 2: SBE, DBE, AND MBE/WBE PARTICIPATION

All Agreements are subject to the requirements of Articles III and VII of the D.R.M.C.

1. Concessionaires must provide for participation of Small Business Enterprises (SBEs) in the design, construction, and installation of Premises Improvements and Trade Fixtures, in compliance with Article VII, Division 1 of Chapter 28, D.R.M.C., or any successor ordinance effective at the time of any design, construction, or installation Concessionaires may carry out during the life of the Agreement. An estimation of the goal for the

percentage of design and construction work to be performed by SBE firms is set forth below.

Concessionaires must make a good faith effort to meet said estimated goals or a goal set by the goals committee. The decision to use the estimated goals or to send the contract to the goals committee shall be made by the Director of DSBO. Further, City encourages Concessionaires to utilize SBEs and to divide the design and construction work into economically feasible units or segments to allow the most opportunity for subcontracting.

SBE DESIGN AND CONSTRUCTION GOALS:

\$ 0 < \$30,000 = 0%

\$30,000 - \$90,000 = 3%

\$90,000 < \$150,000 = 5%

> \$150,000 = Goals Committee

2. Concessionaires must provide for participation of Disadvantaged Business Enterprises (DBEs) in the design, construction, and installation of Premises Improvements and Trade Fixtures. After the Agreement is executed, Concessionaires must use its best efforts to utilize qualified and available DBE firms which have been and which continue to be certified by City to the fullest extent which is reasonably possible to achieve. The goal for percentage of design and construction work performed by DBE firms is specified on the Agreement Summary Page, and in accordance with 49 U.S.C. 2210(h)(2)(1992). Concessionaires must make a good faith effort to meet such goal as part of its overall DBE obligation.
3. Concessionaires must provide for participation of Minority Business Enterprises (“MBE”) and Women Business Enterprises (“WBE”) in the design, construction, and installation of Premises Improvements and Trade Fixtures, in compliance with the requirements of Article III, Divisions 1 and 3 of Chapter 28, of Denver Revised Municipal Code (“MBE/WBE Ordinance”), or applicable successor ordinance, during the life of the Agreement. Concessionaires must comply with rules and regulations issued by the Director of DSBO a division of the Mayor’s Office of Economic Development. The goal for percentage of design and construction work to be performed by MBE/WBE firms is set forth on the Agreement Summary Page, and Concessionaires must meet, or make a good faith effort to meet, such goals as have been set in accordance with the ordinance.

City encourages Concessionaires to utilize MBE/WBE firms and to divide the design and construction work into economically feasible units or segments to allow the most opportunity for subcontracting.

SECTION 3: INSURANCE REQUIREMENTS

Concessionaires must comply with the insurance requirements set forth in Appendix B of Manual 1 of TDGs for insurance requirements for Concessionaires, Concessionaire's Design Consultants, and Concessionaire's Contractors concerning insurance coverage for design and construction of Premises Improvements, including requirements for submittal of certificates and renewals of insurance.

SECTION 4: EVIDENCE OF INSURANCE

Certified copies of required insurance policies, or certificates, in the standard form required, evidencing the existence thereof, or binders, must be delivered to DEN as part of the NTP documents prior to the commencement of any design work to be performed by Concessionaires' consultants and any construction work for Premises Improvements. If a binder is delivered, it must be replaced within thirty (30) days by a certified copy of the policy or the required certificate. Policies must be in a form and of a company acceptable to and approved by DEN, and certificates must be on standard City Certificate of Insurance forms.

Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without forty five (45) days prior written notice (ten [10] days for nonpayment of premium) given by certified mail, return receipt requested, to the Chief Executive Officer, 8500 Peña Boulevard, Denver, Colorado 80249-6340.

Each such policy or certificate must further provide that any coverage afforded City as an additional insured under the policy must apply as primary insurance and any other insurance issued to City will apply as excess and noncontributing insurance.

Any renewal certificate must be delivered to CEO at least ten (10) days prior to the expiration of each expiring policy. If at any time any of the insurance policies are or become unsatisfactory to CEO as to form or substance, or if any of the carriers issuing such policies are or become unsatisfactory to CEO, Concessionaires must promptly obtain a new and satisfactory replacement policy.

SECTION 5: LIMITATION ON LIABILITY

No liability shall attach to City or DEN for any damages or losses incurred or claimed by Concessionaires or any other person or party on account of the construction or installation of Premises Improvements or Trade Fixtures on their Premises made by Concessionaires. No liability shall attach to City or DEN for any interference or delay caused by construction in adjacent areas, travelers, other businesses or DEN operations, including without limitation, damages or losses in the nature of delay damages, lost labor productivity, and impact damages. Concessionaires must indemnify, defend and hold harmless City and DEN from any loss, cost, damage or expense incurred, claimed, asserted or arising in connection with Concessionaires' or its contractors' or agents', construction or installation of Premise Improvements or Trade Fixtures to their Premises made by Concessionaires.