

**PARKING MANAGEMENT AGREEMENT**

**BETWEEN**

**THE CITY AND COUNTY OF DENVER**

**AND**

**AMPCO SYSTEM PARKING INC.**

**Public Parking Facilities  
at  
Denver International Airport**

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## **PARKING MANAGEMENT CONTRACT**

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **AMPCO SYSTEM PARKING INC.** ("Contractor"), Party of the Second Part;

### **WITNESSETH:**

**WHEREAS**, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and

**WHEREAS**, the City desires to obtain parking management services for the Public Parking Facilities at DIA; and

**WHEREAS**, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

**WHEREAS**, the City has determined that the best interest of the public can be served by executing an Agreement for the operation of Public Parking Facilities at DIA; and

**WHEREAS**, the Contractor is fully qualified and ready, willing and able to provide parking management services to the City, in accordance with its proposal submitted to the City;

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

### **SECTION 1 - DEFINITIONS**

As used in this Contract, unless the context requires otherwise:

#### **1.01 AIRPORT; DIA**

"Airport" or "DIA" means Denver International Airport.

#### **1.02 AIRPORT PARKING OFFICE; PARKING ADMINISTRATOR**

The "Airport Parking Office" (sometimes referred to as "Parking Administration") means the office of the Assistant Deputy Manager of Aviation for Parking, which is presently located on the 6<sup>th</sup> Floor, Airport Office Building, Denver International Airport, 8500 Peña Boulevard, Denver, Colorado 80249.

#### **1.03 CONTRACT ADMINISTRATOR**

"Contract Administrator" means the person designated by the Manager of Aviation to perform day-to-day administration of this contract for the City. The Contract Administrator designated for this Contract is the Assistant Deputy Manager of Aviation for Parking. The Manager of

Aviation may from time to time designate a substitute or successor Contract Administrator by written notice to the Contractor.

**1.04 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL**

“Contractor employee” or “Contractor personnel” shall include employees and personnel of the Contractor and subcontractors, if any.

**1.05 CONTRACTOR'S PROPOSAL**

“Contractor’s Proposal” shall mean the Proposal as finally submitted by Contractor and accepted by the City and consisting of Contractor’s plan of operation under this Contract. Portions of Contractor’s Proposal are attached hereto as Exhibit B and incorporated herein by reference.

**1.06 GROSS REVENUES**

“Gross Revenues” means all parking fees and charges collected by the Contractor or due hereunder, whether collected or not, whether for cash or credit, resulting from the operations of the Parking Facilities.

**1.07 MANAGER**

“Manager” means the Manager of Aviation.

**1.08 PARKING FACILITIES; PUBLIC PARKING FACILITIES**

“Parking Facilities” or “Public Parking Facilities” means the City’s public parking facilities at DIA, as described in Section 2 of this Contract, and as such facilities are modified from time to time during the term hereof.

**1.09 REIMBURSABLE EXPENSES**

“Reimbursable expenses” are specified approved expenses actually incurred and paid by Contractor in its performance of this Contract, which are reimbursed by the City in accordance with the provisions of this Contract on a dollar for dollar basis, with no overhead or profit margin added.

**1.10 STANDARD OPERATING PROCEDURES; SOPs; OPERATING PROCEDURES**

“Standard Operating Procedures,” “SOPs” or “Operating Procedures” means procedures issued to the Contractor by the Contract Administrator pursuant to Section 11, which sets forth detailed procedures or requirements for specific portions of the Contractor’s work hereunder.

## SECTION 2 – SCOPE OF WORK

### 2.01 SCOPE OF WORK

The Contractor shall be responsible for all phases of Parking Management Services at Denver International Airport as set out herein. The services provided by the Contractor under this Contract include, but are not limited to, collecting all Gross Revenues, revenue reporting, credit card processing services, traffic control in the Parking Facilities, license plate inventory, and courtesy emergency vehicle service to parking patrons. The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the Public Parking Facilities as defined herein, except for the equipment and facilities to be provided by the City under the provisions of this Contract.

### 2.02 PARKING FACILITIES MANAGEMENT

The Contractor shall provide Parking Management Services in accordance with this Contract for present and future Public Parking Facilities at DIA, efficiently and in accordance with the highest standards of safety and customer service, which will provide the public with a first-class parking service, for twenty-four (24) hours per day, each day of the year, including all holidays.

### 2.03 OPERATION OF EXISTING FACILITIES

The Contractor shall operate all Public Parking Facilities currently owned by the City and County of Denver, Aviation Department. A map showing the general layout and locations of the existing Parking Facilities is incorporated in this Contract as Exhibit C. At the time of execution of this Contract, these facilities consist of:

- A. Public Parking Garage, East and West. A 5 level parking structure located on both the east and west side of the Terminal consisting of 13,170 total spaces, with equipment including:

| East Side:                    | West Side:                    |
|-------------------------------|-------------------------------|
| 1 employee parking entry lane | 1 employee parking entry lane |
| 3 public parking entry lanes  | 3 public parking entry lanes  |
| 12 exit lanes                 | 16 exit lanes                 |
| 1 observation booth           | 1 observation booth           |

- B. Economy Parking Facility, East and West. A surface parking facility located adjacent to the Parking Garage on both the east and west side of the Terminal, consisting of 8,564 parking spaces, with equipment including:

| <u>East Side:</u>             | <u>West Side:</u>             |
|-------------------------------|-------------------------------|
| 1 employee parking entry lane | 1 employee parking entry lane |
| 2 public parking entry lanes  | 2 public parking entry lanes  |
| 4 exit lanes                  | 4 exit lanes                  |

- C. Pikes Peak Shuttle Parking. A surface parking facility located on the south side of 75<sup>th</sup> Avenue between Gun Club Road and Jackson Gap Street. This facility consists of over 5,500 spaces. Its equipment includes:
- 2 public parking entry lanes
  - 1 bus entry lane
  - 6 public parking exit lanes
  - 1 bus exit lane
- D. Valet Parking Facility, East and West. Valet parking is located in the Garage Facility on Level 4 with access from the Passenger Pickup drive. East side has over 125 spaces, West side has more than 200 spaces. One Valet office is located on each side.
- E. Mt. Elbert Parking Facility (seasonal). A surface parking facility located at 68<sup>th</sup> Avenue and Valley Head Street, approximately 3.5 miles south of the Terminal Building, presently consisting of over 8,800 parking spaces. Equipment includes 2 entry lanes and 3 exit lanes. Planned improvements include a total of 4 exit lanes, 2 entry lanes, 1 bus lane.
- F. Office Space. Over 9,945 square feet of offices, located in the Terminal Building on Level 1 West, Room 1100-15. Four additional satellite offices include vault rooms, supervisors' offices, and break rooms.

#### **2.04 OPERATION OF RECONFIGURED FACILITIES AND FUTURE FACILITIES**

The Contractor shall operate the Parking Facilities as they may be altered and/or expanded by the City from time to time during the term of this Contract, including any reduction in the number of usable parking spaces resulting from Airport security measures.

#### **2.05 MANNER OF WORK**

This Contract, the Standard Operating Procedures and all Exhibits to this Contract show the general outlines and details necessary for a comprehensive understanding of the work encompassed by this Contract. All work under the Contract shall be performed in all respects in strict compliance with the requirements of the Contract Documents. All provisions of the Contract Documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all.

#### **2.06 PREPARATIONS FOR ASSUMPTION OF RESPONSIBILITY**

The Contractor shall, after delivery of the written notice to proceed from the City, take such actions as are necessary to assure commencement of its operations under the Contract beginning at 12:01 a.m. of the Contract commencement date or other such time as may be identified by the Manager. These preparatory actions by the Contractor shall include, but are not limited to, setting up its office at DIA and hiring and training its personnel. In order to conduct an orderly transition, the Contractor will obtain, at least seven (7) calendar days prior to commencement of the Contractor's operations under this Contract, all badges, clearances and/or driver's licenses which are required for such person's job classification as set out herein.

## **SECTION 3 - TERM**

### **3.01 TERM**

The term of this Contract shall be for an initial period of five (5) years, to commence at 12:01 a.m. M.S.T. on the date designated for commencement of the Contractor's operations as set forth in the written Notice to Proceed issued to the Contractor by the City, unless earlier terminated in accordance with the Contract Documents.

### **3.02 MONTH TO MONTH EXTENSION**

Upon written notice to the Contractor from the Manager, this Contract may be extended on a month to month basis on the same terms and conditions provided herein for a period not to exceed twelve (12) months.

## **SECTION 4 - OBLIGATIONS OF THE CITY**

### **4.01 STANDARD OPERATING PROCEDURES**

It is the general purpose of the City in entering into this Agreement to make available to the public a high level of service in the Parking Facilities. To this end, the City shall prepare and provide to Contractor written operating procedures, job descriptions and standards of performance with which Contractor and its agents and representatives shall comply strictly in the performance of this Agreement. Said procedures and standards shall be incorporated in a manual entitled "Standard Operating Procedures, Parking Facilities, Denver International Airport" hereinafter referred to as "SOPs", and by reference made a part hereof. The term "SOPs" includes all materials designated as exhibits and appendices in such manual. The Contractor understands and agrees that the Manager of Aviation or his successor in function, in his sole discretion, may amend, alter or change the SOPs; any such amendment, change or alteration will not require formal amendment to this Agreement. The Manager shall be the sole judge of Contractor's compliance with the SOPs.

### **4.02 MAINTENANCE OF PARKING FACILITIES**

The City shall maintain in accordance with the SOPs, the garage structure, paved surfaces (including striping and pavement markings) and the following:

Fencing, Guardrails

Sidewalks, Covered Walkways and Parking Structure

Lighting of Facilities, Roadway and Structure

In-Pavement De-Icing Coils

Landscaping

Cleanliness of the Parking Facilities

Elevators and Stairwells

Electricity, Water and Sewer

#### 4.03 EQUIPMENT AND SERVICES PROVIDED BY CITY

- A. Revenue and operational control equipment: The City's parking revenue and operational control system, owned and maintained by the City, includes: Ticket Issuance Machines (TIMs) at all entrance lanes; ticket validation devices; gates at all entry and exit lanes and associated in-pavement loops and detectors; cashier/attendant booths; cashier terminals and fee display units; electronic credit card processing units; personal computer(s) for storing License Plate Inventory data and producing LPI reports; parking tickets for all TIMs; equipment monitoring system; intercom system; video monitoring system, and pneumatic tube system, as well as certain equipment which is specified below.
- B. Vehicles: The City shall provide for use by the Contractor under this Contract a number of vehicles which the City deems adequate for provision of emergency vehicle services to parking patrons, equipped with two-way radios. These vehicles will be owned and maintained by the City and fueled by the Contractor's employees at the pumps at the City's Airport Maintenance Center.
- C. Handheld Radios: City shall provide for use by the Contractor under this Contract an adequate number of handheld radios, which will be owned and maintained by the City.
- D. License Plate Inventory Devices: City shall provide for use by the Contractor under this Contract an adequate number of License Plate Inventory Devices (LPIDs), which will be owned and maintained by the City.
- E. Variable Message Boards: The City shall provide for use by the Contractor two mobile Variable Message Boards. The City will own and will provide routine maintenance and repairs for such signs.
- F. Banking and related equipment/supplies: The City will provide for the Contractor's use bank bags with locks and keys, deposit slips and all other related banking equipment, such as bank account endorsement stamps. Except for consumable supplies, these items will remain the property of the City.
- G. Office Equipment: The City shall provide for the Contractor's use a phone/intercom system and revenue control computers and printers. The Contractor will provide its own telephone service at its own cost.
- H. Office Space: The City shall provide office space for the Contractor, equipped with toilet facilities and locker space for employees.

- I. Employee Parking: The City shall make parking space available to the Contractor's employees in the DIA Employee Parking Lot at rates established by the City.
- J. Ticket Storage: The City will provide a secure facility for storage of used TIM tickets.
- K. Exit Booths: The City will provide exit booths for cashiers.

#### **4.04 PAYMENT FOR OPERATING COSTS**

The City shall reimburse the Contractor for the costs of operating the Parking Facilities in accordance with the provisions of Section 6, Compensation and Payment.

#### **4.05 CREDIT CARD ACCEPTANCE**

The City shall reimburse the Contractor for all costs associated with the acceptance of credit card charges in payment of parking fees if such acceptance is directed or approved by the City. Those costs shall include, without limitation, credit card processing equipment, processing fees, charge slips, processing consumables, telephone service and dishonored charges so long as they are processed in accordance with procedures approved by the City. All other credit cards that are processed out of the established procedures will be the responsibility of the Contractor.

#### **4.06 DEBIT CARD SYSTEM**

The City may establish a Parking Debit Card System. The City will be responsible for the cost of the system. Contractor will process debit card transactions as outlined in the SOPs. Any discrepancies will be the Contractor's responsibility.

### **SECTION 5 – OBLIGATIONS OF CONTRACTOR**

#### **5.01 TYPES OF OPERATION**

The Contractor shall operate the Parking Facilities in an efficient manner and insure quality service and effective revenue control in accordance with this Agreement and the SOPs.

#### **5.02 STAFFING REQUIREMENTS**

The Contractor shall at all times perform its services under this Contract by means of adequately trained and competent personnel in sufficient numbers and classifications necessary to perform such services efficiently and in accordance with the Contract Documents. The Airport Parking Facilities operate 24 hours a day, all days of the year, with periods of high usage. The Contractor is responsible to provide adequate staffing for the parking operations at all times, including times of high usage such as holidays.

#### **5.03 SERVICE STANDARDS**

Contractor personnel are required to be properly trained and competent to perform the duties of their positions, and must possess adequate communication and English language skills to

accurately provide information to the public and to respond to routine and emergency communications by telephone or radio. They shall be properly uniformed, clean and neat in appearance while on duty, and shall deal with members of the public, including parking patrons, in a prompt, polite and businesslike manner.

#### **5.04 CONTRACTOR'S MANAGER AND ASSISTANT MANAGERS**

- A. The Contractor shall appoint a full-time experienced manager and three (3) full-time assistant managers to supervise all aspects of the Contractor's performance of this Contract. The manager shall be present at the Airport a minimum of forty (40) hours per week, usually during normal business hours, and shall have the overall responsibility and authority to assure the Contractor's compliance with this Contract. The manager and assistant managers appointed during the term of this Agreement are subject to written approval of the Manager of Aviation or his designee.
- B. Each assistant manager shall assist the manager in the supervision of all aspects of the Contractor's performance of this Contract, and shall be present at the Airport a minimum of forty (40) hours per week. An assistant manager, as designated by the manager, shall act as the manager in the manager's absence. The Contractor shall have no less than the number of assistant managers at all times as required herein.

#### **5.05 SPECIFIC POSITION REQUIREMENTS - MANAGER**

The manager is responsible for administering the Contractor's performance of the Contract in all respects, including supervision of all Contractor personnel performing services under the Contract. The manager's responsibilities include but are not limited to:

- A. Serving as the Contractor's representative and point of contact with the City for all matters concerning the Contract. Representing the Contractor in communications with the public, including the press.
- B. Oversight of all of the Contractor's operations under this Contract at Denver International Airport, including but not limited to revenue collection, traffic control, facility utilization, customer service, and response to all incidents and changing conditions, such as equipment malfunctions and accidents, while maintaining proper staffing levels and quality customer service.
- C. Timely submittal to the City of all invoices, reports, staffing plans and other documents required by the Contract.
- D. Hiring, training, assigning, scheduling, promoting, disciplining and discharging employees to work for the Contractor under the Contract.
- E. Review and revision as necessary of Contractor policies and procedures relating to the Contractor's performance of the Contract, including personnel, safety, security, and operational matters.
- F. All other matters required for the Contractor's compliance with the Contract.

The manager shall meet the following minimum qualifications:

- (a) A four year degree in business administration, management, personnel management, accounting or a related field from a recognized college or university. Associate Degrees and Certificates of Completion on course work in applicable areas can be applied to the education requirements. Parking management experience can be substituted on a year for year basis for education requirements.
- (b) Three years of management experience at an airport parking facility with a minimum of 3,000 spaces.
- (c) Proven bondable for a Fidelity Bond.

#### **5.06 SPECIFIC POSITION REQUIREMENTS – ASSISTANT MANAGER**

The assistant manager will report to the manager and will assist the manager with respect to all aspects of the manager's duties, will serve as the secondary point of contact with the City for matters relating to the Contract, and will act in place of the manager in his/her absence. The assistant manager shall meet the following minimum qualifications:

- A. A four year degree in business administration, management, personnel management, accounting, or a related field from a recognized college or university. Associate Degrees and Certificates of Completion on course work in applicable areas can be applied to the education requirements. Parking management experience can be substituted on a year for year basis for education requirements.
- B. One year of management experience at an airport parking facility with a minimum of 3,000 spaces.
- C. Proven bondable for a Fidelity Bond.

#### **5.07 EQUIPMENT PROVIDED BY CONTRACTOR**

The Contractor shall furnish all equipment, furniture, materials and supplies necessary and incidental to the performance of its Parking Management Services, except the equipment and vehicles required to be furnished by the City under this Contract. Specifically, and without limiting the foregoing, the Contractor will provide and maintain the following:

- A. Two safes for securing cash located within the vault, and 1 safe in each of the 4 Plazas (6 total).
- B. Vehicles necessary for the Contractor's efficient operation at the Airport, whether or not specifically required by this Contract. The Contractor shall use its own vehicles when traveling off of the Airport site for any purpose, and shall not use City vehicles when performing any non-City business.

- C. Office furniture and equipment, including telephone service, for its offices at DIA, which shall be of good quality and appearance and which shall be kept in good repair and replaced as necessary.
- D. Time clocks.

#### **5.08 COLLECTIONS AND DEPOSITS OF REVENUES**

It is the Contractor's responsibility to protect parking revenues and to operate efficiently within the revenue control system established by the City. All parking revenues are public funds, and the Contractor shall collect and hold in trust for, and on behalf of, the City all such monies collected from parking customers in accordance with the established rate structure. The Contractor shall deposit all such monies daily in the bank designated by the City and otherwise in accordance with Section 7, Parking Revenues; Accounting; Records and other applicable provisions of this Agreement and the SOPs.

#### **5.09 RATES AND CHARGES**

The Contractor shall charge users of the Parking Facilities only those rates which are established in writing by the Manager of Aviation and shall permit only such free parking as may be established in writing by the Manager. The Manager of Aviation shall have the sole and unrestricted right, and as often as he deems necessary or advisable, to revise the parking rates. Any such change shall be evidenced by notice in writing by the Manager of Aviation or his designee.

- A. If the Contractor charges any patron a rate, fee, or charge in excess of the established schedule of rates, the amount by which the actual charge exceeds the established rate schedule shall constitute an overcharge which shall be returned to the patron, where possible, and otherwise become the property of the City. Refunds of overcharges will be handled in accordance with the procedures outlined in the SOPs.
- B. If the Contractor charges any patron a rate, fee, or charge which is less than the established schedule of rates, or a Contractor employee does not reconcile the accounting of funds, the amount by which the actual charge or deposit is less than the appropriate total dollar amount constitutes a shortage and an amount equivalent thereto shall be immediately paid by the Contractor into the parking revenues due the City hereunder.

#### **5.10 CHANGE FUND**

The Contractor shall establish, fund, and maintain throughout the term of this Contract, a separate cashier's change bank account with a constant minimum balance of Twenty Thousand Dollars (\$20,000.00). The cost of maintaining this fund will not be reimbursable. If during the term hereof, the Manager determines, in his discretion, that the amount of the cashier's change bank is insufficient, the Contractor will increase it to the amount specified by the Manager by written notice.

## **5.11 AIRPORT RULES AND REGULATIONS**

The Contractor and its officers, employees, guests, invitees, and those doing business with the Contractor shall observe and obey all rules and regulations of the City and County of Denver as may be promulgated from time to time, including the Airport Rules and Regulations and Contingency Plans. The Contractor will not use or permit Airport property or facilities to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the Charter and Ordinances of the City and County of Denver. The Contractor will use the roadways and other areas of DIA in accordance with all City rules and regulations.

## **5.12 EMPLOYMENT OF ALIENS**

The Contractor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

## **5.13 AIRPORT SECURITY**

- A. The Contractor shall comply with all rules, regulations, written policies and authorized procedures from the City and/or the Federal Aviation Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation.
- B. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and suppliers who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. The Contractor shall be responsible for all costs relating to the security check and the preparation of identification badges for each employee, subcontractor and supplier. The Contractor shall be billed by DIA for such costs, which shall not be Reimbursable Expenses. Any person who violates Airport rules and regulations may be subject to revocation of his access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.
- C. The security status of the Airport is subject to change without notice. Should the security status of the Airport change at any time during the term of this Agreement, a written notice shall be issued to the Contractor detailing all applicable security modifications. The Contractor shall take immediate steps to comply with these security modifications.
- D. The Contractor shall return to the City at the expiration or termination of this contract, or upon demand by the City, all access keys issued to it for any area of the Airport, whether or not restricted and all badges issued to its employees, subcontractors and suppliers. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to

prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this contract.

#### **5.14 SOLICITING**

No soliciting for any purpose is allowed on Airport premises by the Contractor's employees. The Contractor shall inform its employees of this contract requirement prior to the time each such employee shall begin work for the Contractor at Denver International Airport.

#### **5.15 GRATUITIES**

Neither the Contractor nor its employees, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the General Public.

#### **5.16 CITY SMOKING POLICY**

The Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 prohibiting smoking in all indoor buildings and facilities. The Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder.

#### **5.17 USE OR POSSESSION OF ALCOHOL OR DRUGS**

- A. Pursuant to the provisions of Denver Executive Order No. 94, all City Contractors are required to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or illegal drug in City facilities or when performing City business. Contractors shall also prohibit their employees or agents from consuming alcohol, being impaired by alcohol, or being under the influence of alcohol while performing City business.
- B. Contractor shall require employees to submit to blood, urine or other screening for alcohol or drugs when there is reasonable suspicion of illicit use or the employee's being under the influence of or impaired by alcohol or drugs. Drug or alcohol screening may also be justified when, even though the employee does not exhibit observable symptoms of being under the influence, a workplace accident has occurred and there is reasonable suspicion that the accident may have been caused by human error which could be related to drug or alcohol use.
- C. These policy provisions are applicable to Contractor Personnel, and violation of these provisions or refusal to cooperate with implementation of the City's policy, can result in the City's barring contract personnel from City facilities or from participating in City operations.
- D. A copy of Executive Order No. 94 is attached hereto as Exhibit D, and the Contractor shall refer to it for the specific provisions of this policy.

## SECTION 6 – COMPENSATION AND PAYMENT

### 6.01 ANNUAL BUDGET

- A. The Contractor shall prepare and submit to the City, at least 45 days prior to commencement of the contract year, an annual budget pursuant to standards of service required of the Contractor by the City and set forth in the SOPs. The annual budget shall be subject to approval in advance by the City.
- B. The approved annual budget shall include all anticipated costs and expenses to be incurred by the Contractor in the normal operation of the Parking Facilities including, the following:
1. Wages: Wages shall include the hourly salary for each employee and all allowable benefit costs (listed separately); a year-to-date earning for each employee and the accrued vacation and sick leave per employee shall be listed. However, the City will not reimburse the Contractor for the amount by which the Contractor's wages paid to any employee exceed the maximum amount listed in the pay range for that employee's position, as set out in the SOPs.
  2. Allowable benefits: Allowable benefits shall include:
    - i) FICA, FUTA, SUTA, and Worker's Compensation. The Contractor is responsible to submit: FCI Form 941, Employer's Quarterly Federal Tax Return; FUTA and SUTA Reports; Form 940 Employer's Annual Federal Unemployment Tax Return; and any other documentation requested that will support or act as backup documentation. The City will not reimburse the Contractor for the amounts paid for employee benefits which are attributable to the portion of an employee's wages which exceed the maximum amount listed in the pay range for that employee's position, as set out in the SOPs.
    - ii) Vacation, Sick Leave and Holiday Pay.
    - (iii) Health Insurance Costs:
      - (a) For each employee hired exclusively under this Agreement who chooses to be insured by the Contractor's health insurance program, the City will reimburse the Contractor 80% of the monthly premium; however, such reimbursement shall be limited to \$300.00 per month per covered employee.
      - (b) If the Contractor is self-insured, the Contractor must submit information of how the self-insurance program is setup and managed, what assets are available for payment of claims, what coverages are available to employees, and such other information that may be requested by the City. Reimbursement for self-insurance

will be allowed only on pre-approval by the City. If the self-insurance program changes in any significant way, the insurance program must be resubmitted for approval. Each year the Contractor must provide all documentation of payments made to or on behalf of employees for the previous fiscal year.

3. Reimbursable Expenses: Expenses shall be reimbursable if and as defined below or in the SOPs. Any item not listed above or approved in writing in advance by the City will be disallowed and will be payable solely by the Contractor.

C. The approved annual budget shall specifically exclude the following (which shall be provided by the Contractor at its own expense):

1. Office equipment, furniture (not built in), all office supplies and long distance telephone service.
2. Local checking account to process refund checks due to customers at the request of Assistant Deputy Manager of Aviation for Parking.
3. All licenses, permits, fees and business taxes necessary to do business.
4. Costs and expense of non-resident legal, administrative, bookkeeping, executive personnel and Contractor officials.
5. Bonds and insurance required by this Agreement.
6. Cost of repairs for damages to City or private property caused by negligence or omissions of Contractor or its employees.
7. Transportation equipment which is the responsibility of Contractor, as detailed in the SOPs.
8. Travel accommodations and professional memberships.

## **6.02 MONTHLY BUDGETS**

A. The Contractor shall prepare and submit a monthly budget to the City by the 20th of each calendar month with projected costs of maintaining and operating the Parking Facilities for the following month based on the staffing levels as approved by the City. The same categories of personnel and operating costs used in the annual budget shall be itemized in the monthly budget, as follows:

1. Wages
2. Employee Benefits
3. Health Insurance Costs

4. Reimbursable Expenses as defined below or in SOPs

Any item not listed above or approved in advance in writing by the City will be disallowed and payable solely by the Contractor.

- B. Approved monthly budget expense amounts shall constitute the maximum payable for each category of expenditure, except for special items approved in advance in writing by the City.
- C. Overtime payment for hours of coverage provided by the Contractor in excess of the coverage recommended by the City shall not be reimbursed by the City until the operator has submitted a written justification of actual overtime payments and such justification is acceptable to the City.

### 6.03 REIMBURSABLE EXPENSES

The following expenses may be reimbursed to the Contractor under this Contract. No other expenses of the Contractor shall be reimbursable hereunder.

- A. Uniforms. The Contractor's employees are required to wear uniforms while on duty and performing work under this Contract. The Contractor's expenses in purchasing such uniforms are eligible for reimbursement (at cost, with no markup by the contractor) by the City, but only if the Contractor has received advance written approval from the Contract Administrator of the style of the uniforms to be purchased and of the proposed vendor and the price to be paid. Each uniform order, or set of orders, must be so approved in advance. The Contractor shall be reimbursed by the City for such uniform costs, by submitting the invoice showing such expenses and payment, along with the written approval for such specific purchase, to the Contract Administrator.
- B. Other reimbursable expenses. The Contractor may be reimbursed, at cost, for the following expenses incurred in performance of its services hereunder, if such expenses have the prior approval of the Contract Administrator and are documented as required, subject to invoicing and other applicable requirements of this Contract:
  - 1. Advertisements for Parking Facilities
  - 2. Cashier tapes and ribbons
  - 3. Lockout equipment
  - 4. Special employee training, approved in advance by the Contract Administrator
  - 5. Customer refunds
  - 6. Banking supplies used for depositing City revenues
  - 7. Employee name plates
  - 8. Fees and costs incurred for processing credit card transactions at the Parking Facilities (except when reimbursement for such costs is denied

due to provisions elsewhere herein or in the SOPs, or when such costs are incurred due to Contractor's negligence).

#### **6.04 REIMBURSEMENT OF APPROVED EXPENSES TO CONTRACTOR**

The Contractor shall pay all costs and expenses connected with the operations hereunder when due. On a monthly basis Contractor shall submit to the City a written report of all prior approved expenses incurred and paid in the operation of the Parking Facilities for the preceding month of operation. Unless otherwise approved by the Manager of Aviation, all costs and expenses to be reimbursed by the City to the Contractor shall have been incurred and actually paid by the Contractor during the preceding month. Said report shall be accompanied by legible, dated evidence of disbursements.

#### **6.05 CUMULATIVE MONTHLY REIMBURSEMENTS NOT TO EXCEED ANNUAL BUDGET**

- A. Cumulative monthly reimbursements of expenses for equipment, supplies and services shall not exceed the annual budget for each category of equipment, supplies and services.
- B. In the event the Contractor is required by the Manager of Aviation to perform any services in addition to those required in this Agreement, any costs relating to said additional services must be first approved by the City.
- C. In no event shall the maximum liability for these additional services exceed Eight Hundred Thousand Dollars (\$800,000.00).

#### **6.06 MONTHLY BILLINGS**

- A. The Contractor shall submit a monthly invoice on the form provided by the City. Such invoice shall minimally include:
  - 1. A list of actual staffing hours performed for the month in question, and accompanied by supporting documentation, including payroll and time records, including certified payrolls for any employees covered by the living wage ordinance or prevailing wage ordinance. (see Section 10) satisfactory to the City. This shall include payroll taxes and insurance for FICA, FUTA, SUTA and Worker's Compensation.
  - 2. Fringe benefits enumerated for each full time employee (defined as an employee working a minimum of 32 hours per week), such as health insurance, vacation pay, sick leave and holiday pay.
  - 3. Invoices for Reimbursable Expenses. Each invoice shall include the information required by the City, as set forth in the Standard Operating Procedures. Each invoice shall be accompanied by the complete revenue report for the month covered by the invoice. The City will only pay those invoices that have been paid by the Contractor.
  - 4. The monthly management fee.

- B. The Contractor's invoices shall be in accordance with the monthly staffing plans submitted by it to the City and approved by the City as reasonable and necessary for the work to be performed.
- C. The City may deduct from any amounts due to the Contractor the insurance deductible costs payable by the Contractor for damage to the City's property. The City will provide a statement of such costs to the Contractor when any such deduction is made.
- D. The City shall deduct from any amounts due to the Contractor based on the invoice, the total amount of deductions which have accrued under Section 6.07 and have not yet been applied.

**6.07 DEDUCTIONS FOR NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE**

The Contractor acknowledges that its services under this Contract require handling and accounting for substantial sums of Airport revenues and constant direct interaction with parking customers at the Airport, and that therefore the highest standards of competence, integrity, reliability and courtesy are required in the performance of the Contractor's duties hereunder, for the protection of City revenues and delivery of quality service to the public at Denver International Airport. Therefore, it is agreed that deviations below the standards of performance required under this Contract shall result in deductions from the compensation payable for such services, as described below. The provisions of this section shall not preclude recovery by the City of damages, or the City's obtaining equitable relief, for breaches of the Contract by the Contractor.

| INCIDENT   | DEDUCTION   |
|--|---|
|  |   |
| Exit lane delays due to exit lanes not being staffed as required by the approved staffing plan, which result in vending the gates.   | Amount of lost revenue based on the ticket values and \$\$500 per occurrence. |
| Booth doors and windows open or unlocked   | \$50.00 per occurrence  |
| Documented or substantiated incident of rude behavior (as defined by the City) by the Contractor's employee towards the general public   | \$50.00 per occurrence  |
| Duplicate credit card processing by cashier or clerk without valid documented explanation which remains uncorrected for a period of 48 hours, and which did not arise from an equipment malfunction. | \$50.00 per occurrence  |

|  |  |
|--|--|
| Failure to provide or complete an accident report within 24 hours if knowledge of such accident was known or should have been known by Contractor for damage to City and/or County property. | \$200.00 per occurrence  |
| Incomplete, dirty, or otherwise unacceptable uniform worn by Contractor employee on duty.  | \$5.00 per hour for each person so attired, if not corrected within 2 hours after notice from City.  |
| Failure to submit reports or documentation within time required, resulting from the acts or omissions of Contractor.   | \$50.00 for each day a report is late; separate deduction for each late report if two or more are due at the same time and submitted late. |
| Late bank deposits of City funds resulting from act or omission of Contractor  | 3% of revenues from the Public Parking Facilities not deposited for each day of delay.   |
| Unauthorized tampering with the computer system for Parking Revenue Control System resulting in a loss of labor or out of pocket costs, excluding Omegaware.                                 | \$1,000.00 per occurrence.   |
| Failure to complete license plate inventory resulting from the acts or omissions of Contractor.  | \$1,000.00 per occurrence plus value of revenues lost as a direct result of the incomplete inventory.                                      |
| Incorrect input of license plate inventory if such input is greater than a mutually acceptable standard of error.  | \$100.00 plus the value of revenues lost as a direct result of the incomplete inventory.   |
| Incorrect Transaction Processing if not found and corrected by Contractor within 48 hours.   | \$50 per occurrence plus the value of all lost revenue   |

#### 6.08 MANAGEMENT FEE

As compensation for operating the Public Parking Facilities in complete compliance with the provisions of this Contract, the City shall pay the Contractor an initial monthly management fee of \$42,000 for the first contract year. Each subsequent contract year shall begin on the date set forth in the Notice to Proceed for each following year. At the start of each contract year, an adjustment shall be made in the monthly management fee based upon an increase in the Consumer Price Index "CPI". "CPI" shall mean, with respect to any Contract anniversary date, the annualized Consumer Price Index last published by the Bureau of Labor Statistics of the United States Department of Labor, Denver-Boulder-Greeley, CO, All Items and Major Groups Figures for Urban Wage Earners and Clerical Workers (1982-84=100) (CPI-W). The new monthly fee shall be determined by \$42,000 multiplied by a fraction, which shall never be less than one, which fraction is equal to the CPI on the Contract Anniversary Date divided by the CPI for the date set forth on the Notice to Proceed (2001 annual index is 175.4).

## **6.09 INCENTIVE PROGRAM**

- A. In order to promote the goals of safety, courtesy and timeliness in the operation of Public Parking, the Contractor will establish an incentive program, approved by the City, for the performance of services under this contract. The program will include funds for incentive awards to Contractor employees. The City's selection of the Contractor for award of this Contract does not constitute the City's approval under this Section 6.09 of the Incentive Plan submitted with the Contractor's Proposal. The Contractor shall revise the Incentive Plan included in its Proposal as necessary for City approval of the plan under this Section 6.09.
- B. The City will allocate for expenditure, and the Contractor will be eligible to earn, a maximum of 1% (.01) of net Parking Facilities quarterly Gross Revenues minus expenses and customer refunds per quarter under the incentive plan. Incentive program awards shall be in addition to all other compensation or reimbursement received by the Contractor under this contract. The Contractor shall not be entitled to receive any sums under the incentive program unless it earns such amounts pursuant to the terms of the program.
- C. The incentive program will be administered by the Contract Administrator, or such successor representative designated by the Manager. Such program administrator will, in consultation with the Contractor and incorporating written evaluation criteria and methodology provided by the Contractor, from time to time review and revise the incentive program, including the allocations of incentive funds among the performance categories.
- D. Revisions shall be provided to the Contractor in writing. Notwithstanding the foregoing, the criteria for the employee incentive awards shall be provided to the City by the Contractor in writing. The incentive program administrator will review the Contractor's performance, determine the Contractor's eligibility for awards under the program, and recommend to the Manager the amount of each quarterly incentive award to the Contractor. No incentive award shall be payable to the Contractor until approved by the Manager of Aviation.
- E. Until a written notice of revisions is issued by the incentive program administrator to the Contractor, the quarterly incentive awards shall be allocated among the categories, and awarded according to the criteria, set forth in the incentive plan submitted by the Contractor and approved by the City.

## **6.10 MAXIMUM LIABILITY**

Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of Fifty Million Eight Hundred Thousand Dollars (\$50,800,000). All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund.

## **6.11 TIME OF PAYMENT**

The City shall process all invoices for payment received from Contractor on a timely basis in accordance with Section 20-107, et. seq. of the D.R.M.C.

## **SECTION 7 – PARKING REVENUES; ACCOUNTING; RECORDS**

### **7.01 COLLECTIONS AND DEPOSITS OF REVENUES**

- A. All Parking Facilities revenues collected by the Contractor are the property of the City, and the Contractor is responsible for such revenues until they are deposited in the City's bank account. Such deposits will be made daily. The Contractor shall comply with the Standard Operating Procedures concerning Processing of Transactions and Deposit of Revenues, which is included in this Contract in Exhibit A, and as such procedures may be amended by the Contract Administrator in writing from time during the term of this Contract.
- B. All Parking Facilities revenues collected will be kept in the locked vault room, to which a limited number of the Contractor's employees will have access. When any Contractor employee with such access and knowledge of the combination to the vault room lock is suspended or terminated, resigns, is reassigned to work elsewhere than the Airport, or is placed on any type of administrative or investigatory leave, the Contractor will immediately notify the Contract Administrator, and will cause the combination or code to be changed.
- C. Contractor shall deposit all overages and shortages with the deposit for the business day of its occurrence. Shortages and overages will not offset each other.

### **7.02 BOOKS, RECORDS AND ACCOUNTING**

- A. Contractor shall keep true and complete records and accounts of all Gross Revenues, expenses, payroll records and business transacted, including daily bank deposits, within the Denver metropolitan area. Such records shall be kept in accordance with generally accepted accounting principles which are acceptable to the City Auditor, and in accordance with the SOPs. Such system shall be kept in a manner as to allow Contractor's operations hereunder to be distinguishable from all other operations of Contractor. The City shall at all times have the right through its representatives to inspect such books and records. All such documents including but not limited to payroll records are to be made available to the City for inspection during reasonable office hours for a period of three (3) years after termination of this Contract. Subject to the prior written approval of the City and County of Denver, upon termination of this Contract, the Contractor may surrender to the City all records and documents relating to this Contract.
- B. Not later than February 28 of each and every year during the term hereof, Contractor shall furnish to City a true and accurate statement of the total of all

revenues, expenses, payroll records and business transacted during the preceding calendar year (listing the authorized deductions or exclusions in computing the amount of such Gross Revenues and business transactions and including a breakdown of Gross Revenues on a month-by-month basis). Such statement shall be prepared and certified by an independent certified public accountant who has audited the Gross Revenues, expenses and payroll records in accordance with generally accepted accounting procedures for special reports. Such statement shall be furnished for every calendar year in which business was transacted under this Contract during the whole or any part of the year. The above requirements for the annual statement may be modified by the Manager, in his sole discretion, if such modification is in the best interests of the City.

- C. The City Auditor, the Manager of Aviation, and their respective authorized representatives, shall have the right at any time and from time to time to audit all of the books of account, bank statements, documents, files, returns, papers, and other records, whether stored in electronic media or in hard copy, of the Contractor and other documents required to be kept by the Contractor relating to this Contract. The Contractor, upon request by any of such officials, shall make all such records available for examination and inspection during reasonable office hours for a period of three (3) years after termination of this Contract within the Denver metropolitan area. Subject to the prior written approval of the City and County of Denver, upon termination of this Contract, the Contractor may surrender to the City all records and documents relating to this Contract. In the event such records are not made available in the Denver metropolitan area, Contractor shall pay to the City in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the written request. The parties agree that any delay in furnishing such records to the City will cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.
- D. Upon request of the Contract Administrator, the Contractor shall make available to the Contract Administrator or his/her authorized representative, all payroll records, training records, invoices for materials, books of account, and other relevant records pertinent to the Contract for the purposes of inspection and audit of such records at the Contractor's office located at DIA.
- E. The Contractor agrees that the City's Auditor or Manager or authorized representatives, may inspect any tax data provided to the Department of Revenue as required by Denver's Revised Municipal Code, Chapter 53, Taxation and Miscellaneous Revenue and any related audit reports and data generated by the Department of Revenue. The Contractor waives any claim of confidentiality that it may have in connection therewith. Such records may include taxpayer's returns or reports, accompanying schedules and data, and associated audit data and information generated by authorized representatives of the City's Manager of Revenue.

### **7.03 INSPECTION OF RECORDS**

- A. In connection with any services performed hereunder the Manager of Aviation, the City Auditor and any other authorized official of the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor pertaining to work performed under this Contract for the purpose of auditing and examining them, and shall have the right to make excerpts and transcriptions of such records. The Contractor further agrees that such records will contain detailed information concerning all personnel, hours worked, and expenses incurred, and that they shall be maintained for three (3) years after the termination of the Contract. Such records shall be made available in the City and County of Denver.
  
- B. If the Contractor carries out any duties of the contract through a subcontract with a value or cost of \$10,000 or more over a 6-month period with a related organization, the subcontract must contain a clause to the effect that the related organization must make available, upon written request, to any of the foregoing entities or officials, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be provided until the expiration of three (3) years after the services are furnished under the contract.

## **SECTION 8 – INDEMNITY; INSURANCE; BONDS**

### **8.01 INSURANCE**

- A. The Contractor shall obtain and keep in force during the entire term of this Contract, insurance policies as described in the City's form of insurance certificate, a copy of which is attached to this Contract as Exhibit E and incorporated herein. The certificate specifies the minimum insurance requirements the Contractor and any subcontractors must satisfy in order to perform work under this Contract. The original of such certificate shall be executed before a notary by the authorized party as specified on the certificate.
  
- B. Upon execution of this Contract, the Contractor shall submit to the City a fully completed and executed original of the insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, the Contractor shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.
  
- C. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage

requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

- D. The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.
- E. Unless specifically excepted in writing by the City's Risk Management Administrator, the Contractor shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) and receipts of payment of premium, for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and the Contractor shall insure that each subcontractor complies with all of the coverage requirements.
- F. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

## **8.02 INDEMNIFICATION**

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

## **8.03 PAYMENT AND PERFORMANCE BOND**

- A. A Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Million Dollars (\$1,000,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Contract Documents and

shall pay all debts incurred under this Contract. The Surety named in the Bond must be authorized to do business in the State of Colorado.

- B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the contract issued by another Surety which has been approved in advance by the Manager of Aviation. If the Manager of Aviation does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Contract and the Manager of Aviation may immediately terminate this Contract by giving the Contractor written notice of such default. If the City elects to extend the Contract for up to two additional one year periods at the same prices, terms and conditions pursuant to Section 3 of this Contract, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.
- C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.
- D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of One Million Dollars (\$1,000,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Contract shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.
- E. The City's forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Contract and incorporated herein as Exhibits F and G. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

## **SECTION 9 - SUBCONTRACTING**

### **9.01 SUBCONTRACTING ALLOWED**

The Contractor may sublet portions of the Work not exceeding 25% of the Contractor's total monthly billings. Notwithstanding the foregoing, all revenue functions shall be Contractor's responsibility and may not be subcontracted. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

## **9.02 OBLIGATIONS OF CONTRACTOR**

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, materialmen, and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

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

## **9.03 APPROVAL OF SUBCONTRACTORS**

All subcontractors which the Contractor expects to perform Work under this Contract must be accepted in writing by the Manager of Aviation before the subcontractor begins work. The Manager may refuse to accept a subcontractor for reasons which include, but are not limited to, the following:

- A. Default on a contract within the last five (5) 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 five (5) years by a public entity or any organization which has formal debarment proceedings.
- D. Significant or repeated violations of Federal Safety Regulations (OSHA).
- E. Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.
- F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
- G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
- H. Conviction within the last five (5) years of the subcontractor or its principal owners or officers of an offense involving fraud or racketeering.

Before the Manager accepts any such subcontractor, the Contractor shall submit to the Manager a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors

and identifying the existence of any of the problems listed above or certifying that to the best of his or her knowledge the problems listed do not exist.

#### **9.04 NO CONTRACTUAL RELATIONSHIP**

The City does not intend that this Section 9, or any other provision of this Contract, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its acceptance of a subcontractor will create in that subcontractor a right to any subcontract. The City's acceptance of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

### **SECTION 10 – WAGES AND SALARIES**

#### **10.01 PAYMENT OF LIVING WAGES**

- A. Pursuant to Section 20-80 of the Revised Municipal Code, the Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., employed by it directly upon the site of the work under this contract the full amounts accrued at the time of payment, computed at wage rates not less than \$8.49 per hour, the current living wage pursuant to § 20-80 D.R.M.C, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. The Contractor shall post in a prominent place which is easily accessible to the Covered Workers the scale of wages to be paid to such workers.
- B. The Contractor shall furnish to the City Auditor or his authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers working under this contract, either for the Contractor or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under this contract, either for the Contractor or a subcontractor, that payments were made to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, either by the Contractor or any subcontractor, were paid the living wages as set forth in this contract.
- C. Increases in living wages pursuant to § 20-80 D.R.M.C. effective after the date of this contract shall not be mandatory on either the Contractor or the subcontractors if the term of this Agreement is less than one year. Increases in the living wages pursuant to § 20-80 D.R.M.C. shall be mandatory for the Contractor and its subcontractors if the term of this contract is longer than one year, effective on the anniversary date of this contract. In no event shall any increases in living wages over the amount stated in this contract result in any increased liability on the part of the City, and the possibility and risk of any such

increase is assumed by the Contractor. Decreases in living wages after the date of this contract shall not be permitted.

- D. If any worker to whom the living wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has been or is being paid a rate of wages less than that required by this Section, the Manager of Aviation may, at his option, by written notice to the Contractor, withhold further payment to the Contractor, or suspend or terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

**10.02 MINIMUM WAGE REQUIREMENTS FOR EMPLOYEES**

- A. First Contract Year: The Contractor shall be required to pay, at a minimum, an hourly wage for all employees working under this Contract in the following positions:

| POSITION   | START  | 1 YR  | 2 YRS | 3 YRS | 4 YRS | 5 YRS | 6 YRS |
|--|--------|-------|-------|-------|-------|-------|-------|
| Cashier  | \$9.00 | 9.50  | 10.00 | 10.50 | 11.00 | 11.50 | *     |
| Traffic & LPI Clerk  | 9.50   | 10.00 | 10.50 | 11.00 | 11.50 | 12.00 | *     |
| All Other Clerks   | 9.25   | 9.75  | 10.25 | 10.75 | 11.25 | 11.75 | *     |
| Valet Attendants   | 9.28   | 9.75  | 10.75 | 11.75 | 12.75 | 13.25 |       |
| *see below for COLA for employees with 6+ years in service |        |       |       |       |       |       |       |

Note that all employees, including valet attendants, shall not solicit or accept gratuities for any reason whatsoever from any employee of the City or the general public.

In addition to the stated minimum hourly wages, Contractor shall pay no less than \$2.25 per hour in fringe benefits for all employees working under this contract.

- B. Cost of Living Adjustment for Employees With 6 or More Years in Service:

When an employee reaches six years in service in the same position, he shall be entitled to a Cost of Living Adjustment ("COLA"), effective on the sixth and each subsequent anniversary date of his employment in such position, based on the Consumer Price Index, where "Index" is as defined in Section 1.07, and where "X-1" is the calendar year preceding the year in which the anniversary date occurs, and "X-2" is the calendar year which is 2 years prior to the year in which the anniversary date occurs. The formula for determining the employee's new salary is:

$$\text{Employee Wage} \times \frac{\text{Index for X-1}}{\text{Index for X-2}} = \text{New Employee Wage}$$

For example, for anniversary dates occurring in 2005 the multiplier will be:  $\frac{\text{Index for 2004}}{\text{Index for 2003}}$

- C. No decrease in salary. Notwithstanding any other provision in this Section 10.02, if the application of the COLA formula under this Section 10 for any year would result in a decrease, then the salary shall remain unchanged.

### **10.03 VACATION PAY AND SICK LEAVE**

The City will not pay Contractor for any employee's vacation pay or sick leave accrued prior to the employee working at DIA pursuant to this Contract. The City will pay for an employee's vacation and sick leave which accrues while working at DIA pursuant to this Contract. At the end of the Contract term, including extensions to the original term, if any, the City shall pay Contractor for all accrued but unused vacation leave for employees then working pursuant to this Contract. The City will not pay for any unused sick leave. The City will pay a maximum of two weeks vacation pay for employees who have worked under this Contract for at least a year. The City will pay a maximum of three weeks vacation pay for employees who have worked under this Contract for more than three years. Vacation must be taken within the calendar year following the time they have earned such vacation. In no event will it be carried over to the following year. The City will pay a maximum of one week of sick leave per calendar year, two days of which may be carried over to the following year.

### **10.04 PREVAILING WAGE**

Contractor, where applicable, shall comply with Section 20-76 of the Denver Revised Municipal Code on prevailing wages.

### **10.05 HOLIDAY PAY**

The City will pay Contractor up to a maximum of eight holidays for each full time employee under this Contract. The Contractor shall determine which holidays are to be granted to employees hereunder.

## **SECTION 11 - CONTRACT ADMINISTRATION**

### **11.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR**

- A. The day to day administration of this Contract is vested in the Contract Administrator. The Contract Administrator is to have free access to the Contractor's work areas at the Airport. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of uniforms, supplies, and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.
- B. The Contract Administrator shall from time to time issue to the Contractor written Standard Operating Procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the Contractor's work hereunder. By way of example, an Operating Procedure may address processing of transactions, deposits of monies, the content of and schedule for various reports, operational requirement for the revenue system hardware and/or software, response to incidents, traffic routing, facility closures, or gate vending. The Operating Procedures shall not materially change the specifications or scope of work herein, but shall give guidance to the Contractor's performance of such work which is in accord with then existing conditions. The Contractor shall comply with the Operating Procedures which are in effect at any time. The

Contract Administrator may amend or rescind any Operating Procedure by notice in writing to the Contractor. Certain Operating Procedure are attached to this Contract as Exhibit A, and the Contractor shall comply with each such Operating Procedure until such time, if any, as it is amended or rescinded.

- C. In addition to issuing, amending or rescinding Operating Procedures, the Contract Administrator may make changes in the specifications of work performed by the Contractor, including changes in the number of entry or exit lanes required for a specific parking facility, or the hours of operation, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing. In no event will the monthly management fee paid to the Contractor be adjusted for such changes.

## **11.02 CONTRACTOR'S PERFORMANCE**

If, in the opinion of the Manager, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

## **11.03 DISPUTE RESOLUTION**

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Manager following the procedures outlined in Denver Revised Municipal Code Section 5-17; provided, that City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

## **11.04 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

This Contract consists of Sections 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

|                |   |
|----------------|---|
| Appendix No. 1 | Standard Federal Assurances                     |
| Appendix No. 3 | Scheduling, Progress Reporting and Invoicing    |
| Exhibit A      | Operating Procedures                            |
| Exhibit B      | Contractor's Proposal (excerpts)                |
| Exhibit C      | Parking Facilities Maps                         |
| Exhibit D      | Executive Order No. 94                          |
| Exhibit E      | City and County of Denver Insurance Certificate |
| Exhibit F      | Performance and Payment Bond                    |
| Exhibit G      | Letter of Credit Form                           |

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 16 and any of the listed attachments or (ii) between provisions of any attachments, such that it is

impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendices No. 1 and 3  
Sections 1 through 16 hereof  
Exhibit D  
Exhibit A  
Exhibit C  
Exhibit E  
Exhibit F  
Exhibit G  
Exhibit B

#### **11.05 LABOR ACTIVITY**

If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor at the Airport which results in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible to have the work performed. This shall include the use of the Contractor's equipment, and the Manager or his authorized representative in his/her sole discretion shall determine the reasonable value of said equipment for purposes of reimbursement to the Contractor.

### **SECTION 12 - SPECIFICATIONS: OPERATING PROCEDURES**

#### **12.01 CONTRACTOR'S OFFICES AND OTHER WORK AREAS**

- A. The Contractor shall maintain the interior of its main and satellite offices in a completely clean, businesslike, and orderly manner at all times. Office furniture and equipment will at all times be presentable and businesslike. Broken, defaced or unnecessary items will be promptly removed and, if appropriate, replaced.
- B. The Contractor shall keep booth interiors and all window areas clean and orderly. No signs will be affixed to the windows except as directed by the Contract Administrator. The Contractor shall immediately upon discovery of the need, submit to the City a Maintenance Request Form for all repairs needed to any booth, including the replacement of broken windows.
- C. The Contractor will not allow rubbish or trash to accumulate in its employees' work areas.
- D. The Contractor will not be reimbursed for any cleaning costs enumerated above.

#### **12.02 PROTECTION OF PROPERTY; ACCIDENTS; DAMAGE**

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

- B. In the event of damage to any City facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs until services are restored. All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage. The Contract Administrator, at his/her option, may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside service from the amounts due to the Contractor under a monthly invoice.
- C. The Contractor will repair or be liable for the cost to repair any damaged City facilities or property when such damage is caused by the Contractor, its employees, agents or subcontractors, to the extent that the cost of such repair is not covered by insurance provided by the City. Any insurance deductible will be the responsibility of the Contractor.
- D. Any Contractor employee involved in a motor vehicle accident while driving on the Airport will immediately report the accident to his supervisor and to the Denver Police Department. The Contractor will complete an accident report form for its own records and will supply a copy of that form to the Airport Parking Office within 24 hours of the accident.
- E. The Contractor's employees must immediately report to the Denver Police Department at DIA, each and every incident in which any individual is observed breaking gate arms or damaging any City owned equipment or facilities, including guard rails, card readers, TIMs, fee displays, or crash barriers, so that appropriate charges may be filed. Copies of all such reports shall be provided to the Airport Parking Office no later than the next business day. The Contractor shall train its employees to obtain information including license plate numbers and description of the persons involved in the incident.
- F. Parking Facility customers claiming damage to their vehicles will be referred to the Airport Parking Office. At no time will the Contractor or its employees make a promise or commit the City to any action regarding such a claim.

### **12.03 EMERGENCY VEHICLE SERVICE**

Upon request, the Contractor will provide assistance for car locations (patrons' lost vehicles, rental car searches and Police Department requests only), emergency battery start-ups, lockouts and tire inflations. The City will post signs in the Parking Facilities with the Contractor's telephone number advising patrons to call for emergency vehicle service. All services are provided at no charge to the patron, and shall be provided in compliance with the Operating Procedures.

### **12.04 TICKETS AND TIMS**

The Contractor shall be responsible for protecting from theft or misuse all parking tickets collected, and shall account for all tickets issued by the TIMs or otherwise. The Contractor will

not be given keys or internal access to the TIMs. All tickets will be loaded into the TIMs by the City's authorized technicians only, and not by the Contractor's employees. Collected tickets will be sorted and stored as required by the Operating Procedures. The Contractor will inspect all TIMs externally at least three times daily for signs of tampering or damage, which will be reported and documented in accordance with the Operating Procedures.

#### **12.05 TRAFFIC CONTROL SERVICES; MONITORING PARKING FACILITY USAGE**

- A. The Contractor is responsible for maintaining smooth traffic flow within the parking facilities by utilizing traffic directors to direct patrons to available parking areas and away from areas that are full. This control may include closing entire modules or levels of the terminal parking garage and redirecting traffic to the outlying parking areas.
- B. The Contractor shall report the number of spaces available in each of the parking facilities to the Airport Parking Office daily, and shall keep the Airport Parking Office informed of buildups of exit lane traffic in accordance with the Operating Procedures and the Contract Administrator's instructions.

#### **12.06 REPORTING MAINTENANCE NEEDS**

The Contractor shall promptly notify the City of any needed maintenance or cleaning for any Parking Facility, including but not limited to lighting, pavement markings, telephones, waiting shelters, fencing, and signage, using the Maintenance Request Form in accordance with the Operating Procedures and the Contract Administrator's instructions.

#### **12.07 VEHICLE AND OFFICE KEYS**

The Contractor will exercise extreme care to ensure that keys or other access devices to its offices and City vehicles are restricted only to those personnel requiring the keys to perform their duties properly. The Contractor will maintain at all times a current log or master list identifying each of its employees who has an office or vehicle key and identifying each office or vehicle to which each employee has been issued such key or access device. The Contractor will be responsible for keys issued to its employees and will pay the City for the cost of replacements.

#### **12.08 UNAUTHORIZED REMOVAL OF VEHICLES**

The Contractor will be responsible to notify the Denver Police Department at DIA of any vehicle illegally or dangerously parked, vandalized, or adjacent to Airport property or parking facilities. However, the Contractor shall not move or remove any vehicle from Airport property or parking facilities. Failure to comply with this Section 12.08 will result in the Contractor being liable for damage to vehicles it moves or removes.

#### **12.09 CITY VEHICLES**

The City will provide a number of vehicles which the City considers adequate for such purpose, to be used by the Contractor to perform daily operations, supervise and transport the Contractor's employees from place to place on the Airport. The City vehicles may not be used

for personal business for any reason and must remain on Airport premises at all times. The vehicles will be operated in a safe manner and in accordance with all applicable rules and regulations of the City and County of Denver, and the laws of the City and County of Denver and the State of Colorado. The Contractor shall ensure that all its employees who drive City vehicles are properly licensed. The City will provide wash facilities, fuel at its Airport fueling facility, and preventative and routine maintenance for all City vehicles used by the Contractor. The Contractor shall wash the vehicles, fill them with fuel, coordinate with the City for their maintenance, and use and care for them, in accordance with the Operating Procedures and the instructions of the Contract Administrator.

#### **12.10 CONTRACTOR'S VEHICLES AND TRANSPORTATION EQUIPMENT**

The Contractor shall provide all vehicles and transportation equipment necessary to conduct its operations on the Airport, except for vehicles and equipment to be provided by the City under the terms of this Contract. The minimum Contractor-owned transportation equipment necessary to operate the Parking Facilities shall consist of two small or mid-size pickup trucks. All Contractor vehicles and transportation equipment shall be in excellent condition at the commencement of this Contract, shall conform to all applicable rules, regulations, ordinances, and state and federal laws, shall be maintained regularly, shall at all times be in a safe condition, and shall present a good appearance acceptable to the City.

#### **12.11 ALTERNATIVE TO CITY PROVIDED VEHICLES**

At the option of the Manager, the City may require that the Contractor supply all required vehicles for performing this Contract, including those vehicles enumerated in paragraphs 12.09 and 4.03 B above. In such case, the Contractor shall be paid the additional amount for the management fee set forth in Section 6.08 herein. All Contractor vehicles and transportation equipment shall be in excellent condition at the commencement of this Contract, shall conform to all applicable rules, regulations, ordinances, and state and federal laws, shall be maintained regularly, shall at all times be in a safe condition, and shall present a good appearance acceptable to the City. All such vehicles shall contain a company logo affixed the sides of each vehicle. All required vehicles shall be dedicated to this Contract and shall remain on the Airport property at all times and be operable. If a vehicle is removed from the premises for maintenance purposes, a substitute vehicle shall be provided for the time period the required vehicle is out of service. The Contractor shall provide all gas, maintenance, insurance, licenses, bonds, etc. for the vehicles. The City shall supply and install at its cost two-way radios for all dedicated vehicles. The minimum number of vehicles to be provided by Contractor hereunder is as follows:

- A. One (1) passenger vehicle;
- B. Two (2) vehicles equipped with jump start units; and
- C. Four (4) small pickup trucks.

## **SECTION 13 – SPECIFICATIONS: PERSONNEL REQUIREMENTS; STAFFING**

### **13.01 GENERAL REQUIREMENTS**

- A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract Documents. Each Contractor employee shall be fluent in speaking, reading and writing in the English language, at no less than the level required for competent and efficient performance of the duties of his or her position. The Contractor shall be responsible for the neat appearance, courtesy, efficiency and conduct of all the Contractor's personnel at all times.
- B. Contractor personnel shall be strictly impartial with regard to services rendered and shall be polite under all circumstances. Under no circumstance shall any employee or representative of the Contractor be loud or boisterous or use profane or abusive language on or about Airport property.
- C. The City may refuse to approve the Contractor's employment of any person to perform work at DIA under the contract, if such person is deemed by the Manager of Aviation to be unfit to carry out the duties of the position to which the Contractor intends to assign or has assigned such individual.
- D. The Contractor shall remove from the Airport work site any Contractor employee on, or invited by it onto, the Airport, when the Manager of Aviation notifies the Contractor in writing that such person: a) is, in the sole opinion of the Manager of Aviation or his/her designee, incompetent, unfit or disorderly; or b) has used profane or abusive language or behavior to a parking patron, to any person employed at the Airport, or to any member of the public. Such person shall not be reassigned to Airport work by the Contractor, except with the expressed written consent of the Manager of Aviation or his/her designee.

### **13.02 JOB ASSIGNMENTS; SUBSTITUTION OF EMPLOYEES**

- A. The Contractor personnel performing work under this Contract shall perform exclusively under this Contract, and shall not perform any work for the Contractor, or subcontractor, as the case may be, except the work which is defined herein, consisting of Parking Management Services on site. The Manager or his designee may permit specific exceptions to this provision where such permission is obtained in writing.
- B. The Contractor shall instruct all Contractor personnel that their employment with the Contractor, or subcontractor, as the case may be, to work under this Contract is their primary employment. Additional employment shall in no way interfere with or compromise an employee's ability to perform his or her duties for the Contractor or subcontractor under this Contract, or the integrity of the Airport Revenue Control System. The Contractor shall require all Contractor personnel to promptly and to fully disclose all outside employment, and shall report all such outside employment to the Contract Administrator.

- C. It is the intent of the City that all key personnel identified in the Proposal actually perform such work at the Airport under the Contract, and that such key personnel be retained to work at the Airport for the term of this Contract to the extent practicable and to the extent that such employment maximizes the quality of work performed hereunder. The persons identified in the Proposal as the proposed manager and assistant managers for this Contract will be assigned by the Contractor to perform such work under this Contract. The Contractor shall not reassign any person holding one of those positions to duties away from the Airport, unless it notifies the Contract Administrator, provides the Contract Administrator written notice of the name and qualifications of the person proposed to succeed such person in the position, and obtains the prior written approval of the Contract Administrator for such substitution. If the incumbent in any of such positions resigns or otherwise terminates employment with the Contractor, the Contractor shall immediately notify the Contract Administrator, and provide the Contract Administrator written notice of the name and qualifications of the person proposed to succeed such person in the position, and obtain the advance written approval of the Contract Administrator of the proposed successor.

### **13.03 TRAINING**

- A. The Contractor shall provide each employee assigned to perform work under this Contract with adequate training in the duties of his or her job to perform the work competently. The Contractor will establish a formal, written training program for each job classification and provide to the Contract Administrator a copy of its training manual, which will be kept current with all amendments to the manual.
- B. The Contractor shall provide for use in its employee training a videotape player and a television monitor with a screen large enough for comfortable viewing in a training room (at least nineteen (19) inches measured diagonally). At its option, the City may provide the Contractor with training materials for presentation by the Contractor to its employees performing work under this Contract. These materials shall remain the sole and exclusive property of the City and shall not be removed.
- C. The Contractor shall maintain a training record for each employee. The training record shall show, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the Contract Administrator upon his/her request. The Contract Administrator may, from time to time, monitor the conduct of such training classes.
- D. The failure by the Contractor to comply with the requirements of this section 13.03 shall constitute a material event of default under this Contract.

### **13.04 SHIFT STAFFING REQUIREMENTS**

- A. **Resident Manager - 1.** Between manager and assistant managers there will be coverage seven (7) days a week for day and swing shifts.

- B. **Assistant Managers - 2.** Between manager and assistant managers there will be coverage seven (7) days a week for day and swing shifts. A third Assistant Manager will be hired if the City determines it is necessary. In such event, the Contractor agrees to have a third Assistant Manager available within sixty days of receiving notice to do so from the City.
- C. **Assistant Manager Trainees – 6**  
One assistant manager Trainee assigned as a Trainer (40 hour week various shifts).  
Five assistant manager Trainees scheduled twenty-four (24) hours per day.
- D. **Supervisors to include, but not limited to:**  
Senior Supervisors  
Administrative (Payroll, Human Resources, Office Manager, etc.)  
Accounting  
Lane  
Traffic  
Valet
- E. **Shift Clerks (Audit Clerks, Vault Clerks, Traffic Dispatch)**  
Scheduled twenty-four (24) hours per day  
Administrative Assistant (Lead Clerk) M-F
- F. **Cashiers - Scheduled Twenty four (24) hours per day.** Schedule approved by the City to ensure adequate staffing.
- G. **Traffic Agents [Clerks] - Scheduled Twenty four (24) hours per day.** Schedule approved by the City to ensure adequate staffing.
- H. **Valet Attendants - Scheduled eighteen and one half hours per day.** (Schedule will change to twenty-four hours per day with the opening of hotel valet operation.)
- I. **License Plate Inventory Clerks - Scheduled from 0000 – 0800 daily.**

### 13.05 EMPLOYEE DRIVER LICENSES AND RECORDS

- A. Contractor employees driving either City or Contractor provided vehicles are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be removed by the Contractor to a non-driving job if available.
- B. The Contractor will review every driver's record quarterly. Drivers with 5 points or more or a pending alcohol related charge against their driving record will not be allowed to drive City or Contractor vehicles. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order NO. 94.

- C. All Contractor personnel assigned to the Airport who drive City or Contractor vehicles must obtain and maintain a Colorado Class "R" driver's license and Airport Identification Badge at all times during their employment at the Airport.

### **13.06 SPECIFIC POSITION REQUIREMENTS – MANAGER TRAINEE**

The manager trainee will report to the assistant manager and will assist the assistant manager with respect to all aspects of the assistant manager's duties. The manager trainee's responsibilities include, but are not limited to:

- A. Maintaining knowledge of the duties of each supervisory position such as lane, traffic, finance and personnel.
- B. Performing as assistant manager upon request.

Applicants for the position of manager trainee shall have the following experience, at a minimum:

1. A four year degree in business administration, management, personnel management, accounting, or a related field from a recognized college or university. Associate Degrees and Certificates of Completion on course work in applicable areas can be applied to the education requirements. Parking management experience can be substituted on a year for year basis for education requirements.
2. One year of management experience at an airport parking facility with a minimum of 3,000 spaces.
3. Proven bondable for a Fidelity Bond.

### **13.07 SPECIFIC POSITION REQUIREMENTS – SUPERVISORS**

The supervisors are the first line supervisors of employees on duty during a shift. The Contractor's supervisory staff, each of whom reports to the assistant manager(s), will include the following:

Finance Supervisor, whose duties include but are not limited to: supervision of the finance, audit and vault clerks; responsibility for collecting, depositing and reporting all funds due and payable to the City; responsibility for bank transactions and input of manual credit card transactions; maintenance of records/receipts for the Contractor's reimbursable expenses; and review of the Contractor's finance policies and procedures.

License Plate Inventory (LPI) Supervisor, whose duties include but are not limited to: supervision of all LPI personnel; responsibility for nightly collection and reporting of license plate inventory information; responsibility for use and maintenance of all LPI devices; and responsibility for downloading, quality control and storage of LPI data and maintenance of all LPI records.

Traffic Supervisor, and whose duties include but are not limited to: supervision of all traffic personnel and surface lot attendants; responsibility for care and storage of traffic and signage

equipment and supplies; responsibility for maintaining reports and log sheets as required by the Contract; and review of the Contractor's traffic policies and procedures.

Shift (Lane) Supervisor, whose duties include but are not limited to: supervision and coordination of scheduling of all shift cashiers; providing assistance to patrons and employees as needed; ensuring that an appropriate number of exit lanes are open at all times as required by the City and the current conditions; responsibility for care of cashier terminals, including monitoring supplies and reporting equipment malfunctions; responsibility for verification of specific transactions as required (abnormal, not documented, etc.); and review of Contractor's supervisor and cashier policies and procedures.

Valet Supervisor, whose duties include but are not limited to: supervision and coordination of scheduling of all valet attendants; providing assistance to patrons as needed; responsibility for care and monitoring of all equipment and supplies used in valet services; and review of Contractor's valet services policies and procedures.

Applicants for the position of Supervisor shall have the following minimum qualifications:

- A. One-year customer service related employment experience.
- B. One year's work experience in public parking operation.
- C. High school graduate or equivalent education, and proficiency in reading, writing and speaking English.
- D. For Finance and LPI Supervisors, some computer experience is also required.

### **13.08 SPECIFIC POSITION REQUIREMENTS – CLERKS**

The Contractor's staff will include the following Clerk positions.

#### Dispatcher (Clerk)

- A. Duties of this position include: coordinating all radio communications for the Contractor during his/her shift, including service requests, providing accurate information to the public concerning all areas of the Airport parking operations and proper response to customer questions, complaints, and claims, and maintaining hourly status reports which are submitted to the traffic supervisor as required.
- B. Minimum qualifications for this position are: High school graduate or equivalent education required; one year public parking experience required; one year customer service required; proficiency in reading, writing and speaking English; some experience in traffic direction required.

#### Traffic Clerk [also called "Traffic Agent"]:

- A. Duties of this position include: performing hourly space counts, observing traffic flow and reporting conditions to the Traffic Supervisor; responsibility for care of assigned traffic equipment; being prepared to act in the capacity of a cashier as

and when directed; and providing accurate information to the public concerning all areas of Airport parking operations and general airport information.

- B. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; one year public parking experience required; one year customer service required; must be able to work outdoors in all weather conditions; and must possess a valid Colorado driver's license.

Inventory Clerk [also called "LPI Clerk"]:

- A. Duties of this position include: performing the nightly LPI using the hand-held LPI device; and being prepared to act in the capacity of a cashier as and when directed, as well as providing accurate information to the public concerning all areas of Airport parking operations and general airport information.
- B. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; some public parking experience desirable; some experience in customer service required; must be able to work outdoors in all weather conditions.

Vault Clerk:

- A. Duties of this position include: preparing cashier banks prior to shift change; reconciling cashier close-outs; performing and reconciling cash drops; preparing bank deposits; and assisting in preparation of daily reports; providing accurate information to the public regarding airport parking operations and instructions for customer complaints and claims.
- B. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; six months' public parking experience required; six months' customer service required; some bookkeeping or accounting experience desirable; some computer experience desirable.

Assistant Personnel/Training (Clerk):

- A. Duties of this position include: assisting supervisor in soliciting, screening and interviewing applicants for clerical and cashier positions; assisting in preparation and maintenance of personnel records; assisting in timecard verification and payroll submissions; and assisting in review of Contractor policies and procedures.
- B. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; one year personnel or employee training experience required; one year customer service experience required; some computer knowledge required.

Finance Assistant (Clerk):

- A. Duties of this position include: assisting Finance Supervisor with collection, deposit and reporting of City parking revenues; assisting in maintaining Contractor petty cash funds, receipts and disbursements; assisting with input of manual credit card transactions and all bank transactions; assisting in preparation and submittal of daily and monthly reports; assisting in maintaining discrepancy documentation and discrepancy tracking system; and assisting with responses to City audits.
- B. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; six months' public parking experience required; one year customer service experience required; some bookkeeping or auditing experience desirable; some computer knowledge required.

Audit Clerk:

- A. Duties of this position include: Performing ticket audits on all cashiers reflecting an overage or shortage at shift end; conducting random audits; responding to City document and research requests.
- B. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; six months' public parking experience required; one year customer service experience required; some bookkeeping or accounting experience desirable; some computer experience required.

The categories, duties and qualifications of the positions set forth above may be changed by the Manager through the SOPs.

**13.09 SPECIFIC POSITION REQUIREMENTS – CASHIERS**

Duties of this position include: processing transactions and collecting the City's parking revenues as required by the Contract; exhibiting courteous and professional behavior in constant interactions with parking customers; providing accurate information and instructions in response to customer inquiries, complaints and claims.

Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; some customer service experience required; some cashier experience desirable; some typing or data entry experience desirable.

**13.10 SPECIFIC POSITION REQUIREMENTS – VALET ATTENDANTS**

Duties of this position include: parking and retrieving customer vehicles from designated parking areas; processing transactions and collecting the City's parking revenues as required by the Contract; exhibiting courteous and professional behavior in constant interactions with parking customers; providing accurate information and instructions in response to customer inquiries, complaints and claims.

Minimum qualifications for this position are: High school graduate or equivalent education required; some customer service experience required; proficiency in reading, writing and speaking English required; some cashier, typing or data entry experience desirable; must be able to work outdoors in all weather conditions; and must possess a valid Colorado driver's license.

#### **SECTION 14 – DISADVANTAGED BUSINESS ENTERPRISES**

The Contractor identified in its Proposal Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 23, Subpart F, (which incorporates the standards set forth in 49 C.F.R. Part 26, Subpart D), Regulations of the Office of Secretary of Transportation, which it would retain as subcontractors to perform portions of Contractor's Agreement. After this Agreement is executed, Contractor agrees to use its best efforts to enter into agreements with the DBE firms. Throughout the term of this Agreement, Contractor shall continue to utilize qualified and available DBE firms which have been and which continue to be certified by the City to the fullest extent which is reasonably possible to achieve. The goal for dollar value of work performed by DBE firms shall be twenty-five percent (25%) of the dollar value of all of Contractor's work performed under this Agreement and Contractor shall make a good faith effort to meet those goals throughout the term of this Agreement. If a DBE subcontractor must be replaced for any reason during the term of this Agreement, the Contractor shall replace the subcontractor with another DBE or, if it cannot, demonstrate that it made good faith efforts to do so. The requirements and procedures for "good faith efforts" are contained in 49 C.F.R. Parts 23 and 26.

#### **SECTION 15 – DEFAULT, REMEDIES, TERMINATION**

##### **15.01 TERMINATION FOR CONVENIENCE OF THE CITY**

The Manager, upon giving a minimum of thirty (30) days written notice may terminate this contract, in whole or in part, when it is in the best interest of the City. If this Contract is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this Contract for services rendered prior to the effective date of termination.

##### **15.02 DEFAULT**

The following are events of default under this Contract:

- A. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the contract;
- B. In the opinion of the Manager the Contractor fails to perform the required work within the time stipulated in the contract; or
- C. The Contractor is in default under any other contract, purchase order, or agreement with the City.
- D. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit

of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

- E. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.
- F. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Manager of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.
- G. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.

### **15.03 REMEDIES**

If Contractor defaults in any of the covenants, terms and conditions herein, the City may exercise any one or more of the following remedies:

- A. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder.
- B. The City may cancel and terminate this Agreement upon giving 30 days written notice to Contractor of its intention to terminate, at the end of which time all the rights hereunder of the Contractor shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days.
- C. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of services required to keep the Public Parking Facilities in operation, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

### **15.04 REMEDIES CUMULATIVE**

The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

## **SECTION 16- MISCELLANEOUS**

### **16.01 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS**

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado. The Contractor agrees that any and all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

### **16.02 NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

### **16.03 ASSIGNMENT OF CONTRACT**

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the Manager. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Manager, the Manager may elect to terminate this Contract. The Manager has the sole and absolute discretion to grant or deny any transfer or assignment request.

### **16.04 NO THIRD PARTY BENEFICIARIES**

This Contract does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

### **16.05 PATENTS AND TRADEMARKS**

- A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Contract. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses,

cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Contract.

- B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright registered or owned by the City, including the City's DIA registered trademark. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any of the City's trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Contract.

#### **16.06 MASTER PLAN**

No liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master plan for the development of expansion of DIA and the Contractor waives any right to claim damages or other consideration arising therefrom.

#### **16.07 STATUS OF CONTRACTOR**

The status of the Contractor under this Contract shall be that of an independent Contractor retained on a contractual basis to perform services for limited periods of time, and it is not intended nor shall it be construed that the Contractor, its subcontractors or the employees of the Contractor or subcontractors are employees, officers or agents of the City under the City Charter, the City's Revised Municipal Code, or for any purpose whatsoever.

#### **16.08 NO WAIVER OF RIGHTS**

No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of this Contract shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

#### **16.09 NOTICES**

Notices concerning termination of this Contract, notices of default, notices of violations of the terms or conditions of this Contract, and other notices of similar importance shall be made:

by Contractor to:

Manager of Aviation  
Airport Office Building, 9<sup>th</sup> Floor  
Denver International Airport  
8500 Peña Boulevard  
Denver, CO 80249

by City to:

Scott Hutchison  
Regional Vice-President  
Ampco System Parking Inc.  
175 South Main Street, Suite 250  
Salt Lake City, Utah 84111

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.

#### **16.10 FEDERAL PROVISIONS**

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

#### **16.11 ESTIMATED QUANTITIES**

The approximate service and personnel needs outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual service and/or personnel utilization will equal the estimate. It is the intent of this Contract that the City will be supplied with more or less of the services outlined herein according to actual needs.

#### **16.12 TIME IS OF THE ESSENCE**

In the performance of this contract by the Contractor, time is of the essence.

#### **16.13 CONFLICT OF INTEREST**

The Contractor represents and warrants that it is under no obligation or restriction, nor will the Contractor assume any obligation, which would in any way interfere or be inconsistent with the services to be furnished by the Contractor under this Contract.

#### **16.14 ADVERTISING AND PUBLIC DISCLOSURES**

The Contractor shall not include any reference to this Contract or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

#### **16.15 SEVERABILITY**

If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions herein which are severable shall not be affected.

#### **16.16 ENTIRE CONTRACT**

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Contract.

#### **16.17 CITY EXECUTION OF CONTRACT**

This Contract is expressly subject to, and shall not become effective or binding on the City, until it is approved by the City Council and fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

ATTEST:



CITY AND COUNTY OF DENVER

Rosemary E. Rodriguez  
ROSEMARY E. RODRIGUEZ, Clerk and  
Recorder, Ex-officio Clerk of the  
City and County of Denver

By Wally S. Smith  
Mayor

APPROVED AS TO FORM:

J. WALLACE WORTHAM, JR.,  
Attorney for the  
City and County of Denver

RECOMMENDED AND APPROVED:

By Bruce Baumgartner  
Manager of Aviation

By John W. Hamilton  
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By Frank D. Spryger  
Auditor  
Deputy Auditor

"CITY"

AMPCO SYSTEM PARKING INC.

By: [Signature]  
Title: Vice President

"CONTRACTOR"

## APPENDIX NO. 1

### STANDARD FEDERAL ASSURANCES

**NOTE:** As used below the term "Contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

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

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

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

3. Solicitations for subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or procedures issued pursuant thereto and shall permit access to its book, records, accounts and other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

## APPENDIX NO. 3

### **NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES**

The Party of the Second Part (the Contractor) assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part (the Contractor) or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide or is in the form of personal property or real property or an interest therein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part (the Contractor) or any transferee for the longer of the following periods: a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or, b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Contractors, this Provision binds the Contractors from the Proposal solicitation period through the completion of the contract.

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

## **EXHIBIT A – STANDARD OPERATING PROCEDURES**

**EXHIBIT B - CONTRACTOR'S PROPOSAL [EXCERPTS]**

**EXHIBIT C - DIA PARKING FACILITY MAPS**

**EXHIBIT D - EXECUTIVE ORDER NO. 94**

**EXHIBIT E - CITY AND COUNTY OF DENVER INSURANCE CERTIFICATE**

**EXHIBIT F - PAYMENT AND PERFORMANCE BOND**

**PERFORMANCE, PAYMENT AND GUARANTEE BOND**

**RE: Contract Number** \_\_\_\_\_

**Contract Description** \_\_\_\_\_

STATE OF COLORADO

COUNTY OF DENVER

KNOW ALL MEN BY THESE PRESENTS THAT WE \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_

As Surety are held and firmly bound unto the City and County of Denver, Denver, Colorado in the penal sum of One Million Dollars (\$1,000,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS the Principal on the \_\_\_\_\_ day of \_\_\_\_\_, 2001 entered into a certain Contract with the City and County of Denver entitled PARKING MANAGEMENT SERVICES AT DENVER INTERNATIONAL AIRPORT, incorporated herein by reference and made a part hereof, the date of which is the date the Principal receives a Notice to Proceed from the City.

NOW THEREFORE, the condition of this Bond is such that the Principal shall: (1) well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements set forth in the said Contract, and in all duly authorized modifications thereof that may hereafter be made, notice of which modifications to the Surety being hereby waived; (2) promptly make payments to all persons supplying labor, tools, equipment, materials, supplies and services used directly or indirectly by the said Principal, or any subcontractors, in the prosecution of the work provided for in the said Contract, and all duly authorized modifications thereof; and (3) pay the City for all losses or damages, expenses, costs and reasonable attorney's fees that the City sustains from any breach or default by the Principal under the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Bond shall remain in full force and effect for one year after the Principal receives a Notice to Proceed from the City and will be renewed by the Surety for an additional one year period and, if renewal options are agreed to, two additional one year periods, provided, however, that the following conditions have been met: 1) The Principal has provided the Surety with information the Surety requires to renew the bond at least one-hundred and forty (140) days before it expires, 2) The Principal has satisfied the Surety's requirements for renewing the bond and, 3) The Principal has paid the fee for renewing the Bond. The Surety agrees to notify the City and County of Denver in writing at least one hundred and twenty (120) days prior to the date the Bond is to expire either that the Bond has been renewed for an additional year or that it

will not be renewed. Any notice that the bond has been renewed shall be in a format acceptable to the City.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_ 2001.

PRINCIPAL (If sole proprietor or partnership)

\_\_\_\_\_  
(Firm Name)

By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Witness:

PRINCIPAL (If corporation)

\_\_\_\_\_  
(Corporate Name)

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

CORPORATE SEAL

Surety

\_\_\_\_\_  
(Firm or Corporate Name)

By:

\_\_\_\_\_  
(Attorney-in-Fact)

The Attorney-in-Fact's Power of Attorney must be attached.

**EXHIBIT G - FORM OF IRREVOCABLE LETTER OF CREDIT**

**IRREVOCABLE UNCONDITIONAL LETTER OF CREDIT NO.** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**EXPIRATION DATE:** \_\_\_\_\_

Manager of Aviation  
City and County of Denver  
Airport Office Building  
Denver International Airport  
8500 Peña Boulevard  
Denver, CO 80249

**RE: Contract No.** \_\_\_\_\_

**Contract Description: Parking Management Services**

Gentleman/Ladies:

All provisions of this Irrevocable Unconditional Letter of Credit are as stated herein.

We hereby establish our Irrevocable Unconditional Letter of Credit No. \_\_\_\_\_ in your favor, in the amount of \$ \_\_\_\_\_, For the account of (Contractor) \_\_\_\_\_, (Address) \_\_\_\_\_.

This Irrevocable Unconditional Letter of Credit expires at our bank at the close of business on (Date) \_\_\_\_\_.

Funds drawn under this Irrevocable Unconditional Letter of Credit are available upon demand by presenting the attached sight draft drawn on us and signed by your duly authorized City official. The dated and notarized signature of this City official shall be the only condition required to be met by the City in order to satisfactorily complete the sight draft.

The terms of this Irrevocable Unconditional Letter of Credit are governed by, and are enforceable under, the laws of the State of Colorado in effect at (Today's Date) \_\_\_\_\_.

All drafts must be marked "Drawn under Irrevocable Unconditional Letter of Credit No. \_\_\_\_\_, (Contractor) \_\_\_\_\_,"

Dated \_\_\_\_\_."

Sincerely,

[Authorized Signatory]

CE 23004 (1)  
02-216-A

**FIRST AMENDMENT TO PARKING MANAGEMENT CONTRACT**

**THIS FIRST AMENDMENT TO PARKING MANAGEMENT CONTRACT** is made and entered into this 22 day of JAN, 200~~2~~<sup>3</sup> by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **AMPCO SYSTEM PARKING INC.**, (the "Company"), Party of the Second Part:

**WITNESSETH**

**WHEREAS**, the City and the Company entered into a Parking Management Contract dated April 9, 2002, for the management of public parking facilities at the City's Denver International Airport ("Existing Contract"); and

**WHEREAS**, the parties hereto desire to amend the Existing Contract as hereinafter provided;

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

1. Subsection 6.01 B.2. of the Existing Contract is amended by replacing such section with the one set forth below:

**6.01 ANNUAL BUDGET**

B.2. Allowable benefits: Allowable benefits shall include:

i) FICA, FUTA, SUTA, and Worker's Compensation. The Contractor is responsible to submit: FCI Form 941, Employer's Quarterly Federal Tax Return; FUTA and SUTA Reports; Form 940 Employer's Annual Federal Unemployment Tax Return; and any other documentation requested that will support or act as backup documentation. The City will not reimburse the Contractor for the amounts paid for employee benefits which are attributable to the portion of an employee's wages which exceed the maximum amount listed in the pay range for that employee's position, as set out in the SOPs.

ii) Vacation, Sick Leave and Holiday Pay.

iii) Health Insurance Costs:

(a) For each employee hired exclusively under this Contract who chooses to be insured by the Contractor's health insurance program, the City will reimburse the Contractor a percentage of the monthly premium as set forth below:

| <u>Type of Insurance Coverage</u>     | <u>Percentage</u> |
|---------------------------------------|-------------------|
| Single                                | 85%               |
| Single plus 1 or Single plus children | 73%               |
| Family                                | 68%               |

(b) If the Contractor is self-insured, the Contractor must submit information of how the self-insurance program is setup and managed, what assets are available for payment of claims, what coverages are available to employees, and such other information that may be requested by the City. Reimbursement for self-insurance will be allowed only on pre-approval by the City. If the self-insurance program changes in any significant way, the insurance program must be resubmitted for approval. Each year the Contractor must provide all documentation of payments made to or on behalf of employees for the previous fiscal year.

2. Section 10.03 of the Existing Contract, Vacation Pay and Sick Leave, is amended by replacing such section with the one set forth below:

### **10.03 VACATION PAY AND SICK LEAVE**

The City will not pay Contractor for any employee's vacation pay or sick leave accrued prior to the employee working at DIA pursuant to this Contract. The City will pay for an employee's vacation and sick leave which accrues while working at DIA pursuant to this Contract. At the end of the Contract term, including extensions to the original term, if any, the City shall pay Contractor for all accrued but unused vacation leave for employees then working pursuant to this Contract. The City will not pay for any unused sick leave. The City will pay a maximum of one week vacation pay for employees who have worked under this Contract for at least one year. The City will pay a maximum of two weeks vacation pay for employees who have worked under this Contract for more than three years. Vacation must be taken within the calendar year following the time they have earned such vacation. In no event will it be carried over to the following year. The City will pay a maximum of one week of sick leave per calendar year, two days of which may be carried over to the following year.

3. A new section, 10.06, Bereavement Leave, shall be added to the Contract as set forth below:

**10.06 BEREAVEMENT LEAVE**

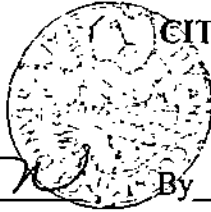
The City will pay Contractor up to three days bereavement leave when a death occurs in the immediate family of a full-time employee. Immediate family is defined as: spouse, child, parent, sibling, grandparent and legal guardian.

4. Except as otherwise provided herein, all of the terms and conditions of the Existing Contract shall remain in full force and effect.

5. This First Amendment to Parking Management Contract shall not be effective or binding on the City until approved by the City Council and approved and fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to Parking Management Contract to be executed the day and year first above written.



CITY AND COUNTY OF DENVER

ATTEST:

Sherry L. Jackson

SHERRY L. JACKSON, Clerk and Recorder, Ex-officio Clerk of the City and County of Denver

By

Mike Fodor

Mayor

RECOMMENDED AND APPROVED:

By Bruce Baumgartner  
Manager of Aviation

APPROVED AS TO FORM:

J. WALLACE WORTHAM, JR., Attorney for the City and County of Denver

By John Weinstein  
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By Frank J. Sneyer  
Auditor  
CE 23 sh 4 (P)

PARTY OF THE FIRST PART

AMPCO SYSTEM PARKING INC.

By [Signature]

Title: Vice President

PARTY OF THE SECOND PART