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**SECURITY GUARD AGREEMENT**

**BETWEEN**

**THE CITY AND COUNTY OF DENVER**

**AND**

**HOSPITAL SHARED SERVICES, INC., DBA  
FIRST WATCH SECURITY SERVICES**

## SECURITY GUARD AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of July, 2005, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and HOSPITAL SHARED SERVICES, INC., dba FIRSTWATCH SECURITY SERVICES, a Colorado Corporation ("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 security guard services for 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 security guard services at DIA; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide security guard 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 Agreement, unless the context requires otherwise:

#### 1.01 AIRPORT; DIA

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

#### 1.02 CONTRACT ADMINISTRATOR

"Contract Administrator" means the person designated by the Manager of Aviation to perform day-to-day administration of this Agreement for the City. The Contract Administrator designated for this Agreement is the Contract Security Manager. The Manager of Aviation may from time to time designate a substitute or successor Contract Administrator by written notice to the Contractor.

### **1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL**

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

### **1.04 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 Agreement.

### **1.05 MANAGER**

"Manager" means the Manager of Aviation or the Co-Managers of Aviation.

## **SECTION 2 – SCOPE OF WORK**

### **2.01 SCOPE OF WORK**

The Contractor shall be responsible for Security Guard services at Denver International Airport as described herein. The services provided by the Contractor under this Agreement include, but are not limited to, those services described in the Contractor's Proposal. The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services except for the equipment and facilities to be provided by the City under the provisions of this Agreement.

### **2.02 REVISIONS TO THE SCOPE OF WORK**

The Contractor agrees that the City may at any time require deletions, additions, or modifications to the work, hereinafter referred to as "Work Revisions" without invalidating the Agreement and without notice to the sureties. Work Revisions will be issued, in writing, and signed by the Manager of Aviation or his/her authorized representative. If prior to formal issuance of a Work Revision the Contractor and the City can agree to a price adjustment for the change, that agreement will be expressed on the Work Revision either as a decrease or increase to the monthly payment for services except that additions or modification of personnel shall be remunerated only on the "Price Per Person Per Hour" or "Net Cost Per Vehicle Per Month or Net Cost Per Mile" basis as bid herein.

Even if agreement between the City and Contractor on price adjustments cannot be reached at the time the Work Revision is issued, the Contractor shall redirect the services as necessary to implement the revisions. In such event, the Contractor shall be paid for the actual quantity or

quantities of such services whether increased or decreased, in direct proportion to the revision of services. However, additions or modifications of personnel shall be remunerated only on the "Price Per Person Per Hour" basis as bid herein.

### **2.03 SPECIAL PROJECTS**

The Contractor will be asked to supply supplemental Security Agents to assist with special projects occurring at DIA. These special projects include, but are not limited to: airfield construction, planned events and temporary posts to meet TSA guidelines or mandates. Duration of special projects will vary depending upon their nature. Security Agents provided under this section will receive specific training by Airport Security or the designee, relative to the special project.

### **2.04 EMERGENCY 24-HOUR SERVICES**

Emergency twenty-four (24) hour service is to be provided by the Contractor at no additional cost, except as provided herein for supplemental personnel. The name and phone number of the individual(s) to contact for emergency service are:

Crystal Taylor, (720) 641-6790  
Glen Spies, (720) 641-6791

These names may be changed by the Contractor by providing written notice to the Contract Administrator.

### **2.05 MANNER OF WORK**

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

## **SECTION 3 - TERM**

### **3.01 TERM**

The term of this Agreement shall be for an initial period of three (3) years, to commence at 12:01 a.m. M.S.T. on July 16, 2005, unless earlier terminated in accordance with the Agreement Documents.

### **3.02 EXTENSION**

Upon mutual agreement between the Contractor and the City, this Agreement may be extended by three (3) one (1) year terms.

## **SECTION 4 – OFFICE PROVIDED BY CITY**

An on-site office containing a telephone line and a secondary data phone line, used to dial the internet via modem, at Denver International Airport will be provided by Denver International Airport at no cost to the Contractor. These offices are provided to the Contractor for use on a space-available basis only. The Contractor may be asked to relocate at anytime. The Contractor will not be reimbursed for any upgrades it has made to said office space in the event of a relocation. All office support equipment will be supplied by the Contractor. The Contractor shall maintain its office and other work areas 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. The Contractor will not allow rubbish or trash to accumulate in its employees' work areas. The Contractor will not be reimbursed for any cleaning costs enumerated above.

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

### **5.01 GENERAL PERSONNEL REQUIREMENTS**

A. Personnel shall be in good physical condition and health, fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion. Such physical condition to be evidenced by a report of physical examination conducted by a practicing physician, if required. Minimum qualifications are as set forth in Paragraph 5.11.G.

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.

The public perception of Security Agents must be one of attentiveness, vigilance, and ready response. To this end, the Contractor shall specifically direct all personnel employed under this Agreement that they shall not engage in any activity while in uniform, either on duty or off, that would give the public the perception of inappropriate behavior. This would include, but is not limited to: congregating in public view, shoe shines, reading newspapers, loitering, or eating. All guards must eat lunch, and take breaks, in areas predesignated by the Airport Security Manager or his/her authorized representative, out of the public's view.

## 5.02 LICENSES AND PERSONNEL INFORMATION

A. The Contractor shall be responsible for securing all licenses and permits required by the laws of the State of Colorado and the City and County of Denver for personnel performing work under this contract in compliance with Denver Revised Municipal Code § 42-131 through § 42-167. Individual guard licenses will be in the possession of the guard prior to assignment to any post or duty under this Agreement. It shall be a specific requirement of this Agreement that when a guard certification from the City and County of Denver's Department of Excise and License is sought for personnel serving under this Agreement that the application for the certification must include a notation that the certification is for work at Denver International Airport.

B. The Contractor may be asked to furnish a copy of the below noted documents for each of its employees assigned to service this Agreement to the Airport Security Manager or his/her authorized representative within ten (10) business days of commencing duty under this Agreement. Said file shall contain:

1. Employment Application.
2. Training Record.
3. Denver Guard License.
4. Government issued Photo I.D.
5. Colorado Bureau of Investigation background record check.
6. Some positions may require possession of a valid Colorado Class "R" Driver's License at the time of employment.
7. Outside Employment Verification.

C. Any changes in licensing, certification, etc. which occurs during the course of this Agreement for any employee shall be provided to Denver International Airport within three (3) business days of such change for inclusion in the Denver International Airport file.

### D. Employee Driver Licenses and Records

1. 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.

2. 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.

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.

### **5.03 SECURITY REQUIREMENTS**

Prior to assignment to Denver International Airport, all personnel must have undergone a fingerprint based Criminal History Records Check and without limitation the following individuals are hereby rejected by the City and County of Denver, Department of Aviation as being unfit to carry out the requirements of any position or post that might exist under the agreement. Any individual if convicted, or found not guilty by reason of insanity on any charge, at any time of:

- A. Any Felony identified in Title 49 of the Code of Federal Regulations, Section 1542.209(d) as amended; or
- B. Any misdemeanor, the description of which indicates that it is substantially the same offense as one identified in Title 49 of the Code of the Federal Regulations, Section 1542.209(d) as amended; or
- C. Any Felony of Misdemeanor involving violence, dishonesty, theft, arson, sexual misconduct, use of threat or use of force.

In making the determination whether a potential employee is acceptable under this provision, the Airport Security Manager shall consider:

- A. How the conviction or determination of not guilty by reason of insanity affects the individual's ability to perform the job in question; and
- B. The severity of the crime for which the individual was convicted or determined to be not guilty by reason of insanity; and
- C. The length of time that has passed since the conviction or the determination of not guilty by reason of insanity.

There is no requirement for the Director of Airport Security to make a determination as to whether a potential employee is acceptable to the City under this paragraph should that potential employee already be barred from employment by the unescorted access requirements of the federal regulations.

The background investigation by the Contractor is to include verification of previous employment or education for the past ten (10) years. Said investigation and Identity Verification shall be documented and shall be included in the personnel file provided to Denver International

Airport. The TSA charges a fee of \$29.00 for the fingerprint based Criminal History Record Check (CHRC). All Contractor employees working at Denver International Airport must pass a Criminal History Record Check (CHRC) before obtaining an Airport ID Badge. Denver International Airport also requires an Identity Verification on all employees. The Identity Verification will be conducted by Denver International Airport, Airport Security. The cost for the verification will be \$10 per employee. Costs for a Criminal History Record Check and Identity Verification shall not be reimbursable and the Contractor shall bear the expenses of same.

All personnel provided under this Agreement shall be required to undergo a polygraph examination as deemed necessary by any law enforcement agency during the course of any investigation.

#### **5.04 REJECTION OF UNFIT PERSONNEL**

**A.** The City and County of Denver, Department of Aviation may reject - without cause - the use of an individual security officer if it deems that the individual is not fit to carry out the requirements of the position or post to which the Contractor has assigned said personnel.

**B.** The Contractor shall remove from the Airport work site any Contractor employee, for non-discriminatory reasons, on, or invited by it onto, the Airport, when the Manager of Aviation notifies the Contractor verbally or in writing that such person is unacceptable to the City for any lawful reason. 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.

#### **5.05 SUBSTITUTION OF EMPLOYEES**

It is the intent of the City that all key personnel identified in the Proposal actually perform such work at the Airport under the Agreement, and that such key personnel be retained to work at the Airport for the term of this Agreement 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 Agreement will be assigned by the Contractor to perform such work under this Agreement. 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.

## 5.06 TRAINING

A. The Contractor shall provide the Contract Administrator with copies of its training plan and all training materials, (e.g., manuals, films) for their approval. The Contractor will update their screener training as new equipment and procedures are implemented by the TSA. The Contractor shall be responsible for all training records. The Contract Manager may review the records upon request.

B. In addition to the formal training for new hires, the Contractor shall be expected to provide ongoing on-the-job training in response to individual needs and changing conditions to ensure its personnel are performing in accordance with the terms of this Agreement.

C. It shall be a specific requirement of this Agreement that all training provided for personnel servicing Denver International Airport shall be at the Contractor's expense and the Contractor shall not request additional remuneration for training provided to its employees.

## 5.07 FIELDS OF INSTRUCTION

The Contractor shall be responsible for training each guard in the following fields either prior to, or immediately upon assignment to a post. Additionally, a Security Agent Training Checklist must be completed. The Contractor is required to submit a training plan, a breakdown of hours for each field of instruction, as requested by the Contract Administrator.

- A. Prior to assignment at DIA, the following training must be completed:
1. Legal restrictions on arrest and / or restraint of persons.
  2. Control, detection and reporting of fires, the use of portable fire fighting equipment.
  3. Procedures relating to notification of police in the event of criminal activity.
  4. Public relations, including, but not limited to, interactions with the public in compliance with laws prohibiting discrimination on the basis of race, national origin, religion or disability. These laws include the federal Americans with Disabilities Act, the federal Civil Rights Act of 1964, the Colorado Civil Rights Act, and Colorado laws requiring the admission of service animals into public facilities.
  5. Care and handling of aggressive and violent behavior.

6. O.S.H.A. requirements specific to the security services industry.
  7. First Responder First Aid/CPR Certification. (Must be provided by a Certified Red Cross Instructor).
  8. Defensive Driving Course (if applicable).
- B.** Upon assignment to DIA, the following topics on the Security Agent Training Checklist must be competed:
1. Familiarization with Denver International Airport Security Plan and Security Post Orders.
  2. Performance of duties in accordance with published Post Orders.
  3. Disaster, Evacuation Response and Contingency Plans.
  4. Radio procedures specific to Denver International Airport / Trainers trained by Airport.
  5. Airfield Driver Training.

#### **5.08 NEW POST ASSIGNMENT**

Guards assigned to new posts shall be oriented and instructed by the Training Officer in areas to be instructed (as outlined in training requirements) before commencing their tour of duty. A minimum of sixteen (16) hours of orientation training specific to Denver International Airport and an additional ten (10) hours instruction specific to the post the employee will be assigned to shall be considered sufficiently comprehensive so that personnel may effectively and efficiently perform the duties prior to their post assignment. The Contract Administrator shall have the option of determining the assignment of personnel for each post serviced under this Contract.

#### **5.09 COMMUNICATIONS REQUIREMENTS**

The Contractor must conduct quarterly site meetings, allowing two hours per meeting, in addition to daily guard briefings prior to each shift. The Contractor shall not request and the City shall not provide additional remuneration to the Contractor for continuing education, quarterly site meetings and Security Agent briefings.

## **5.10 DEFENSIVE DRIVING COURSE**

Each driver of a Contractor's vehicle must have completed an approved Defensive Driving Course. The Contractor shall provide the Contract Manager with copies of its training manual and all training materials. The guidelines of this course should be comparable to those used by a certified defensive driver training school. The Contractor will keep a copy of each employees driver training record, and the Contract Manager may review the records upon request. The Contractor shall not request and the City shall not provide additional remuneration to the Contractor for Defensive Driving Courses.

## **5.11 SPECIFIC POSITION REQUIREMENTS**

### **A. ADMINISTRATIVE MANAGER**

The Administrative Manager who shall have overall, operational responsibility for all security officers and shall be based at Denver International Airport on a full-time, 8hr/per/day/M-F basis. The Administrative Manager furnished under this Agreement shall possess a Bachelors Degree in Security Management or Law Enforcement. Five (5) years of security management or law enforcement experience may be substituted for a Bachelors Degree. A Certified Protection Professional is required. The Administrative Manager shall have, at a minimum, one year of experience at a Title 49, Code of Federal Regulations (CFR), Part 1542, regulated airport. The DIA Airport Security Manager must pre-approve the Administrative Manager designee. The Administrative Manager will provide administrative direction for all phases of the security operation at Denver International Airport including Title 49, CFR, Part 1542 Regulations.

### **B. OPERATIONS MANAGER**

The Operations Manager/Site Supervisor furnished under this Agreement shall possess a high school diploma and must have had, at a minimum, five (5) years experience in the security or law enforcement field including two (2) years of experience at a Title 49, CFR, Part 1542, regulated airport and a thorough understanding of the operational requirements of each post that will be serviced under the requirements of this Agreement. It is preferred that within one year of eligibility a Certified Protection Professional Certificate be obtained. The Operations Manager will administer all phases of the security operation related to the airport as directed by the Airport Security Manager. The Operations Manager shall be based at Denver International Airport on a full time basis, and be selected by the Airport Security Contract Manager.

### **C. PERSONNEL MANAGER**

The Personnel Manager furnished under this Agreement shall possess a Bachelors Degree in Human Resources or related field. Five (5) years experience in a security administrative capacity may be substituted for a Bachelors Degree. The Personnel Manager will administer all phases of personnel support for the Contractors operation at Denver International Airport, and provide

paraprofessional and technical assistance to professionals in such areas as personnel, training, finance, or record keeping. The Personnel Manager shall be based at Denver International Airport on a full time basis.

### **Essential Duties**

1. Oversight of human resources functions.
2. Perpetual review all aspects of the department for potential improvement.
3. Analysis of department functions and designed to develop suggestions, recommendations and changes when appropriate to increase effectiveness and productivity.
4. Management of hiring and placement of new employees.
5. Scheduling.
6. Ensure Agreement compliance.

### **D. SUPERVISOR**

The Supervisor furnished under this Agreement shall possess a high school diploma, and three years experience in security, loss prevention or law enforcement. Additional appropriate education may be substituted for one year of the minimum experience requirement. The Contractor shall provide a minimum of three (3) Supervisors working sixteen (16) hours per day, seven (7) days per week for day and swing shifts. Midnight shifts require a minimum of two (2) Supervisors working eight (8) hours per day, seven (7) days per week. The Supervisors will be permanently assigned to Denver International Airport and, as their sole duty, shall coordinate and direct all security guard activities relative to this Agreement. Supervisors are required to have an in depth knowledge of site specific Post Orders.

### **Competencies, Knowledge and Skills:**

1. Oral Communication: Expresses ideas and facts to individuals or groups effectively. Listens effectively.
2. Problem Solving: Identifies and analyzes problems, uses sound reasoning to arrive at conclusions, finds alternative solutions to complex problems, and makes logical judgments.
3. Written Communication: Expresses facts and ideas in writing in a succinct and organized manner.

4. Leadership: Inspires, motivates, guides others toward goals; coaches, mentors, challenges staff; adapts leadership styles to various situations; models high standards of honesty, integrity, trust, openness, and respect for individuals by applying these values daily.
5. Conflict Management: Manages and resolves conflicts, confrontations, and disagreements in a positive and constructive manner to minimize negative personal impact.
6. Managing Diverse Workforce: Is sensitive to cultural diversity, race, gender, and other individual differences in the workforce; manages workforce diversity.
7. Decisiveness: Makes sound and well-informed decisions, perceives the impact and implications of decisions; commits to action, even in uncertain situations, in order to accomplish organizational goals; causes change.

#### **Licensure and/or Certification**

1. Requires possession of an Unarmed Business Guard License issued by the City and County of Denver at the time of employment.
2. Some positions may require possession of a valid Colorado Class "R" Driver's License at the time of employment.

#### **E. TRAINING OFFICER**

The Training Officer furnished under this Agreement shall possess a high school diploma and must have had a minimum of two (2) years of site specific experience. The Training Officer will be permanently assigned to Denver International Airport and responsible for implementing security officer training outlined in sections 5.07 and 5.08 of this Contract. A staffing minimum of one Training Officer per 50 Security Agents is required. Training Officers shall be assigned to a variety of shifts as needed for Security Agent training. A minimum of one Training Officer is required to be on duty at all times.

#### **Responsibilities:**

1. Delivering orientation/training.
2. Identifying individual and organizational needs.
3. Designing and implementing learning objectives and curriculum.

4. Determining appropriate learning methodologies and developing tools to access the quality and effectiveness of training programs.
5. Gathers and analyzes data and develops appropriate learning solutions.
6. Evaluates the effectiveness of training programs and makes recommendations accordingly.
7. Coordinates with the Personnel Manager and Scheduler and makes recommendations regarding post placement of new employees.
8. Maintains training records.
9. Must be able to perform all Supervisor duties if needed.
10. Involvement in the interviewing process of new hires.
11. Performs related tasks as assigned.

#### **F. OFFICE ASSISTANT/SCHEDULER**

The Office Assistant/Scheduler furnished under this Agreement shall possess a high school diploma. This Office Assistant/Scheduler will be permanently assigned to Denver International Airport, providing administrative support for the Administrative, Operations and Personnel Managers.

##### **Essential Duties**

1. Providing Administrative and operational support.
2. Maintain working schedule for DIA security officers, supervisors, and trainers.
3. Produce monthly reports.
4. Maintain personnel roster and distribute to managers and supervisors as needed.
5. Other duties as necessary

#### **G. SECURITY AGENTS**

Security Agents furnished under this Agreement shall possess a high school diploma or a GED. Security Agents must meet the training requirements set forth in Section 5.07 of this Contract.

All Security Agents should be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, running and self defense. They must be capable of handling a 25lb. fire extinguisher and capable of lifting or assist in lifting a small child or handicapped person in the case of a building evacuation. The Security Agent position shall require random drug testing. The cost of random drug testing shall be borne by the Contractor and shall not be a reimbursable expense.

### **Essential Duties**

1. Monitors physical alarm systems, fire protection and radio traffic.
2. Enforces patron and staff compliance with general safety and security rules and regulations.
3. Reports fires, acts of vandalism, theft, illegal entry, and any other unauthorized or irregular activity to the Security Dispatcher.
4. Assists customers by providing facility, exit, and lost-and-found information.
5. Observes all common safety practices.
6. Performs other related duties as assigned or requested.

### **Minimum Qualifications**

1. Integrity/Honesty: displays high standards of ethical conduct and understands the impact of violating these standards on an organization, self, and others; chooses an ethical course of action, is trustworthy.
2. Conscientiousness: Displays a high level of effort and commitment towards performing work; demonstrates responsible behavior.
3. Interpersonal Skills: Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others; relates well to different people from varied backgrounds and different situations.
4. Verbal Skills: Must be able to speak and articulate in English, to communicate ideas and concepts in words to the appropriate audience with emphasis on verbal radio communication skills.

5. **Technical Competence:** Knowledge of how to perform one's job. Refers to specialized knowledge that is acquired through formal training and extensive on-the-job experience.
6. **Customer Service:** Works and communicates with clients and customers (both internal and external customers) to satisfy their expectations. Committed to continuous quality improvement.
7. **Reading:** Learns from written material by determining the main idea or essential message. Recognizes correct English grammar, punctuation, and spelling.
8. **Listening:** Receives, attends to, interprets, and responds to verbal messages and other cues such as body language in ways that are appropriate to listeners and situations.
9. **Manages and Organizes Information:** Identifies a need; gathers, organizes, and maintains information; determines its importance and accuracy, and communicates it by a variety of methods.
10. **Knowledge of building safety and security** sufficient to be able to respond to a variety of emergency and urgent situations.
11. **Knowledge of safety hazards and necessary safety precautions** sufficient to be able to establish a safe working environment.
12. **Skill in communicating and presenting factual information** related to the work assignment.
13. **Skill in establishing and maintaining effective working relationships** with other employees, organizations, and the public.
14. **Skill in understanding and applying oral, written, illustrated, or demonstrated instructions.**
15. **Skill in enforcing rules and regulations.**
16. **Skill in investigating information** relative to the work assignment.
17. **Flexibility:** Adapts quickly to changes.
18. **Reasoning:** Discovers or selects rules, principles, or relationships between facts and other information.

19. Skill in reacting calmly and effectively in emergency and stressful situations.
20. Skill in examining and verifying documents for accuracy, completeness and correcting errors.
21. Skill in the interpretation and application of written guidelines, precedents, and work practices to standardized work situations or specific cases.

#### **H. SECURITY SCREENERS**

The Contractor shall provide, at their expense, a minimum of sixteen (16) hours of training for Security Screening positions prior to their assignment to Denver International Airport. Security Screeners must be trained in the operation of x-ray scanning devices, hand-wand search procedures and the recognition of weapons or other prohibited items. The training provided should be sufficiently comprehensive to assure that security personnel can perform their duties effectively and efficiently prior to being assigned to a Security Screener position. In the event that a Contractor's employee assigned as a Security Screener does not pass a random security screening test by Airport Security or the TSA, said screener will be immediately removed from duty and replaced with another screener at the Contractor's expense.

The Contractor shall provide the Contract Security Manager with copies of training materials for approval. The Contractor will be required to update screener training as new equipment and procedures are mandated by the Transportation Security Administration and be responsible for all training records. The Contract Security manager may review the records upon request.

#### **I. AOB RECEPTIONIST**

The AOB Receptionist shall possess a high school diploma or GED and have a minimum of two (2) years experience in a Customer Service environment. The primary duties of this position consist of issuing temporary badges to individuals showing a demonstrated need to enter the Airport Office Building or the Sterile/Restricted Areas of the Airport and support Airport Security with badging appointments. Personnel in this position should possess all of the minimum qualifications listed in Section 5.11.G. of this Contract.

#### **J. FINGERPRINT AGENTS**

Fingerprint Agents will be trained and supervised directly by Airport Security personnel. Forty (40) hours of on-the-job training will be required prior to being assigned to this position. Basic data entry skills are essential. Fingerprint Agents will be scheduled Monday through Friday, 8:00 a.m. to 5:00 p.m. or as needed. Personnel in this position should possess all of the minimum qualifications listed in Section 5.11.G. of this Contract.

## 5.12 SCHEDULING OF SECURITY GUARDS

- A. The Contractor shall not assign any person to perform guard services hereunder who has worked in any capacity in excess of twelve (12) hours per twenty-four (24) hour period or sixty (60) hours per week, with the exception of emergency situations.
- B. The work week herein shall be defined as commencing with shifts beginning on or after twelve (12) midnight on Sunday and ending the following Sunday at midnight.
- C. Each guard must have a minimum of twenty-four (24) consecutive hours off each week.
- D. The above requirements may be waived by the Contract Administrator, in writing, at her sole discretion.

## 5.13 REPORTS

**A. WRITTEN REPORTS: (Incidents)** The Contractor shall be required to provide written reports pertaining to incidents such as security alarms, fire alarms, theft/burglaries, and all other incidents which occur on each shift at each post. Said written reports shall be delivered to the Denver International Airport Security Manager by the Contractor no later than 9:00 A.M. daily (Saturday and Sunday reports shall be turned in on the following Monday).

**B. WRITTEN REPORTS: (Conditions)** The Contractor shall be required to provide written reports pertaining to conditions such as unlocked doors, unsafe access, inoperable equipment, dangerous conditions of any building, etc., and all other conditions which occur on each shift on each post. If any of these conditions persists for more than one shift, it shall be noted on each subsequent written report until the condition is cured. Said written reports shall be delivered to the Airport Security Manager by the Contractor no later than 9:00 A.M. daily (Saturday and Sunday reports shall be turned in on the following Monday).

**C. COMPUTERIZED DATA BASE OF REPORTS** Besides the hard copy of all incident and condition reports, the Contractor shall maintain -- at its expense (including the cost of computer hardware/software) -- a computerized data base into which all incident and condition reports are input. The Contractor shall have the capability to generate Weekly or Monthly (or per request) summaries of incident and condition reports which shall include and/or provide the following:

1. Capability to provide electronic reports sorted by Time and Date.
2. Capability to provide electronic reports sorted by nature of Incident (both safety and security).

3. Capability to provide electronic reports sorted by nature of Condition (both safety and security).
4. Capability to provide electronic reports of onsite equipment inventories of: cars, radios, AVI Tags, controlled access gate remotes.

All hard copy and computer generated reports will be formatted and preserved for ninety (90) days with the intent that they will be utilized/reviewed pursuant to follow-up security issues. All information must be available to the Airport Security Contract Manager upon request.

#### **5.14 UNIFORMS**

**A. Uniforms** must be consistent among Security Agents. Appropriate footwear is required and shall consist of a black dress shoe, supplied by the Security Agents. The cost of uniforms shall be borne by the Contractor.

**B. UNIFORM – SECURITY AGENTS:** Uniforms shall be provided by the Contractor and shall be neat and clean at all times and shall consist of a shirt or blouse, slacks and a heavyweight overcoat.

**C. UNIFORM – AOB RECEPTIONISTS:** Uniforms shall be provided by the Contractor and shall be neat and clean at all times and shall consist of a blazer, shirt or blouse, slacks and a tie or scarf for women and a heavyweight overcoat.

**D. WEATHER GEAR:** Inclement weather gear must be available for guards who are required to work outdoor posts in a variety of conditions. Examples of this include, but are not limited to, raingear and reflective vests.

#### **5.15 EQUIPMENT PROVIDED BY CONTRACTOR**

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

**A. RADIOS, KEYS AND CELL PHONES:** Handheld radios will be provided and maintained by Denver International Airport (Operations). All security personnel will be on a City frequency. In the event that any security personnel are found guilty of abusing the radio equipment or loss of said equipment, the Contractor shall be responsible for repair or replacement.

Denver International Airport will supply all keys related to security functions. Keys will be issued by Airport Security. Lost or misplaced keys must be reported immediately to Airport Security. The Contractor may bear all expenses incurred in the re-keying of locks associated with a lost or misplaced key.

Cell Phones must be provided to the Administration Manager, Operations Manager, all Supervisors and all Trainers by the Contractor, with no remuneration by the City.

**B. VEHICLES:** Twenty-six (26) vehicles will be required which must remain throughout the Agreement term, with none more than five (5) years old. At least six (6) of these vehicles shall be CNG (Natural Gas) powered or be capable of switching back and forth from gasoline to natural gas as the need arises. Vehicle access to baggage and train access tunnels shall require use of natural gas. Eight (8) of the vehicles supplied shall be four-wheel-drive light duty pickup trucks capable of hauling a variety of cargo and equipment. Vehicles must be capable of responding over varying terrain and during all weather conditions.

1. It is a specific requirement of this Agreement that Denver International Airport will perform CNG emission tests (NOTE: This is not for MVD licensing purposes) on the Contractor's vehicles with said tests occurring annually. This test will be provided annually at the DIA Testing Facility at no charge to the Contractor. Should the testing facility find the vehicle to be defective, it shall be the responsibility of the Contractor to make the necessary repairs prior to the vehicle being returned to service at DIA.

2. Vehicles shall be appropriately marked with the Contractor's logo on both front doors in letters at least four (4) inches high and with a yellow beacon light attached to the roof, and an adjustable spot light on the driver's side. The four wheel drive light duty vehicles will be equipped with a Code 3 Excalibur full amber light bar housing alley lights or an equivalent system. All vehicles must have air conditioning. A log of vehicular patrols, courier runs and any other vehicular activities relating to this Agreement shall be maintained and presented to the DIA Contract Administrator on a monthly basis.

3. The Contractor shall be required to submit any vehicle provided under this Agreement to a vehicle inspection at the request of the Contract Administrator. In the event a vehicle is unable to pass said inspection, the vehicle will be removed from Denver International Airport property and replaced by the Contractor within two (2) hours. Should the Contractor fail to meet this obligation within the specified time frame, the Contractor will be charged at the rate outlined in Section 6.05 of this Contract.

4. **ELECTRIC CARTS:** Two (2) electric cart vehicles will be supplied to support the security needs within the tunnels. Carts must meet the following requirements:

- a. **Equipment On Carts:** Each cart shall be equipped with a permanently-attached, corrosive-proof battery drip pan so as to prevent acid drips on the

floor surfaces, and shall have oil and grease fittings equipped with caps so as to prevent leakage of oil and grease onto the floor surfaces. The cart must be equipped with a yellow beacon light.

- b. **Cart Identification:** All motorized carts shall display the Airport Vehicle Permit, and the appropriate company logo. The Airport Vehicle Permit must be renewed annually.
- c. **Insurance On Carts:** Each cart operated in the terminal and on the concourses shall be covered by liability insurance in single-limit amounts of one million dollars (\$1,000,000.00). Proof of current liability insurance shall be provided to the Airport Property Office annually.
- d. **Inspection Of Carts:** Motorized carts shall be inspected by Airport Operations prior to issuance of a permit.

**5. VEHICLE PERMITS:** Each vehicle provided by the Contractor shall be required to be identified with a Denver International Airport Vehicle Permit. The permit must be renewed annually, on the Contractors auto insurance expiration date. The vehicle permits shall be provided to the Contractor by Denver International Airport, at no additional cost upon meeting specified requirements.

**6. AUTOMATIC VEHICLE IDENTIFICATION (AVI) TAGS:** Provide access to Level 5 of the Terminal, the Ground Transportation (GT) level and parking lots within the Denver International Airport revenue parking system. No deposit is required to get AVI Tags, however, a \$50 replacement fee would be charged to the Contractor for theft and/or loss per AVI Tag.

### **C. ADDITIONAL EQUIPMENT ACQUISITION AND EMPLOYEE PARKING**

Additional specific security equipment may be required during the course of the Agreement. If the Contractor is asked to provide additional security equipment, the Contractor shall provide same and shall be reimbursed through the billing process. Once reimbursement is made, the equipment shall become the property of the City and shall be returned to the City at the conclusion of the Agreement. The Contractor shall be responsible for the care, repair and maintenance of said equipment and same shall be reimbursed through the billing process. No equipment purchased shall be made without the expressed, written approval of the Airport Security Manager. **NOTE:** No additional equipment shall be purchased by the Contractor with a unit cost of \$5000.00 or more. All equipment purchases with a unit cost of \$5000.00 or more shall be made by Denver International Airport.

The cost of the Contractor's employee parking is \$36.00 per person per month. The cost of monthly parking shall be borne by the Contractor.

## **5.16 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.

## **5.17 EMPLOYMENT OF NON-U.S. CITIZENS**

Because of the nature of work involved in this Agreement, the Contractor, and any subcontractor to the Contractor under this Agreement, shall employ only U.S. Citizens for the work performed under this Agreement.

## **5.18 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 Contractor shall return to the City at the expiration or termination of this Agreement, 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 Agreement.

## **5.19 SOLICITING**

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

## **5.20 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.

## **5.21 CITY SMOKING POLICY**

The Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99, attached hereto as **Exhibit A**, 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.

## **5.22 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. The cost of such testing will be borne by the Contractor and is not a reimbursable expense.

**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 B**, and the Contractor shall refer to it for the specific provisions of this policy.

## 5.23 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.

## SECTION 6 – COMPENSATION AND PAYMENT

### 6.01 INVOICING

The Contractor shall furnish to the agency with its Biweekly Invoice, a true and correct copy of the Payroll Records of all workers employed under the Agreement. Denver International Airport will pay only for hours actually worked.

The City **will not** compensate the Contractor for overtime worked by its employees.

Invoicing must include:

1. Contract Reference I.D Number.
2. Items listed individually by unit.
3. Unit price extended and totaled.
4. Quantity delivered.
5. Invoice number and date.
6. Start and end dates of billing cycle.
7. Requesting department name and “ship to” address
8. Payment terms
9. Invoice breakdown documentation.
10. Unit hours by location and date
11. Employee hours, beginning and end
12. Employee name and identification number
13. Employee hourly wage.

Compensation for Personnel, Vehicles and Supplemental Officers will be in accordance with pages 28 and 29 of the Contractor’s proposal, attached hereto as **Exhibit C** and incorporated herein.

### 6.02 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.

### 6.03 BILLING FOR SPECIAL PROJECTS

Billing for special projects will be sent to the Contract Administrator for approval and forwarded to the responsible party (Construction Contractor, Event Staff, etc.) for payment. Billing rates for special projects will be agreed upon prior to the commencement of the special projects. The Contract Security Manager may pre-approve special project billing to be forwarded directly to the Construction Contractor from the Security Contractor.

### 6.04 REIMBURSABLE EXPENSES

The Contractor shall pay all costs and expenses connected with the operations hereunder when due; except as provided elsewhere in this Agreement, no expenses of the Contractor shall be reimbursable hereunder. Any reimbursement of expenses other than as described herein shall require an amendment to this Agreement.

### 6.05 DEDUCTIONS FOR NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE

In the event the Contractor shall fail in the performance of the work specified and required to be performed or material to be delivered within the time limit set forth within the Agreement, after due allowance for any extensions of time granted by the Manager or his authorized representative, the Contractor shall be liable to the City, as liquidated damages and not as a penalty, the amounts noted below for each and every failure in performance by the Contractor. The City shall have the right to make deductions from any amount due or that may become due the Contractor or collect such liquidated damages from the Contractor or his surety. Instances where deductions from unpaid billings may occur and the specific deductions for it shall include and are not limited to:

INCIDENT	SPECIFIC DEDUCTION
1) Insufficient number of personnel or vehicles	500.00 per incident
2) Incomplete, unacceptable, dirty uniform	\$50.00 per documented incident.
3) Late appearance of officer for work	\$100.00 per occurrence.
4) Failure to maintain accurate records of hours worked.	\$100.00 per occurrence.
5) Failure to provide and/or complete an incident report.	\$50.00 per occurrence.
6) Failure to keep the Guard Log current, and each incident of issuance of wrong call numbers or failure to make a service call	\$50.00 per occurrence.

Any instance of an imposition of deductions from balances owed for non-performance or unacceptable performance or delayed performance, as above, shall be prima facie evidence of a deficiency in the Contractor's performance and authorized personnel of the Department of Aviation shall document the incidents of non-performance or unacceptable performance or delayed performance on a "Vendor Deficiency/Deviation Report" which shall be forwarded to the appropriate Purchasing Division Buyer responsible for the bid administration of the Agreement.

## **6.06 INCENTIVE PROGRAM**

This incentive program is intended to reward both the Company and its employees for commendable performance with relation to both day-to-day responsibilities as well as operational excellence. The objective of the program is to foster an expectation of continually increasing achievements through a high level of service in accordance with the Contract. These incentives will be reimbursed to the Contractor by the City.

### **A. PROGRAM**

The Company will answer questions contained in a Company Incentive Evaluation Report each quarter. The Evaluation Report will consist of eight categories as follows:

1. Customer Service	15% of possible incentive award
2. Employee Bonuses	10% of possible incentive award
3. Employee Retention	10% of possible incentive award
4. Training	15% of possible incentive award
5. Vehicles	10% of possible incentive award
6. Contract Compliance	10% of possible incentive award
7. Billing	15% of possible incentive award
8. Post Order Knowledge	15% of possible incentive award

Some questions require a measurable, numerical response. Other questions require an essay type answer that details a new innovation or a plan for improvement.

### **B. SCORING**

All questions are worth thirty total points. Each of the three evaluators will score the sections on a 10-point scale. The cumulative score of each section will then be divided by three (3) and then multiplied by either 10% or 15% as specified. Each section's factored total will then be added together to determine the overall score out of 10.

Each quarter the Contractor's on-site management group will prepare the responses to the Contract Security Company & Employee Incentive Program. Upon completion, the Contractor will notify the Contract Security Manager.

The Contract Security Manager will schedule a meeting with the Incentive Program Review Board. The Contractor's on-site management group will present the Incentive Evaluation Report and answer questions from the Committee.

The Denver International Airport Committee will consist of the Assistant Director of Security, the Contract Security Manager and one other individual from Airport Operations. The form to be used in scoring the Performance Incentive Program is attached hereto as **Exhibit D**.

## **6.07 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 thirty million Dollars (\$30,000,000.00). 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.

## **SECTION 7 - BOOKS, RECORDS AND ACCOUNTING**

**A.** During the term of this Agreement, upon request of the Contract Administrator, the Contractor shall make available to the Contract Administrator all payroll records, training records, books of account, and other relevant records pertinent to the Agreement for the purposes of inspection and audit of such records at the Contractor's office located at DIA.

**B.** Contractor shall keep true and complete records and accounts. Such records shall be kept in accordance with generally accepted accounting principles which are acceptable to the City Auditor and shall contain detailed information concerning all personnel, hours worked, and expenses incurred. 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 Contractor agrees that the Auditor of the City or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this agreement. Subject to the prior written approval of the City and County of Denver, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to this Agreement.

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.

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

### **8.01 INSURANCE**

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, insurance policies as described in the City's form of insurance certificate, a copy of which is attached to this Agreement 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 Agreement. 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 Agreement, 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 Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

## **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 three hundred and ninety five dollars (\$1,395,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. 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 Agreement 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 Agreement and the Manager of Aviation may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for up to two additional one year periods at the same prices, terms and conditions pursuant to Section 3.02 of this Agreement, 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 three hundred and ninety five dollars (\$1,395,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement 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 Agreement 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 APPROVAL OF SUBCONTRACTORS**

A. All subcontractors which the Contractor expects to perform Work under this Agreement 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:

2. Default on a contract within the last five (5) years.
3. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
4. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
5. Significant or repeated violations of Federal Safety Regulations (OSHA).
6. Failure to have the specific qualifications listed in the Agreement Documents for the work that the subcontractor will perform.
7. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.

8. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
7. Conviction within the last five (5) years of the subcontractor or its principal owners or officers of an offense involving fraud or racketeering.

**B.** The Manager may further reject a subcontractor without stating any reason.

**C.** 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.

## **9.02 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 Agreement. 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:

- . Preserve and protect the rights of the City and its funding agencies under the Agreement Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and

- . Require that the Subcontractor be bound to the Contractor by the terms of the Agreement Documents, that its work be performed in accordance with the requirements of the Agreement 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 NO CONTRACTUAL RELATIONSHIP**

The City does not intend that this Section 9, or any other provision of this Agreement, 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 Agreement the full amounts accrued at the time of payment, computed at wage rates not less than \$9.06 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 Agreement, 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 Agreement, 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 Agreement.

C. Increases in living wages pursuant to § 20-80 D.R.M.C. effective after the date of this Agreement 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 Agreement is longer than one year, effective on the anniversary date of this Agreement. In no event shall any increases in living wages over the amount stated in this Agreement 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 Agreement 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**

The City and County of Denver, Denver International Airport Division desires a Contract Security Guard service of the highest quality and integrity. Therefore, in order to assure a higher level of quality and a lower incidence of turnover, the Contractor, as a provision of the Agreement, shall pay a minimum wage to any of the Contractor's employees of \$13.50 per hour, excluding a benefits package.

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

### **A. HEALTH AND DENTAL BENEFITS**

In addition to the required minimum hourly cash wages, all employees of the Contractor shall be offered a comprehensive medical and dental benefit package.

0. The employee's share of health and dental insurance premium payments must be reasonable/affordable for each of the Contractor's employees.
0. The City may require verification/evidence of the employee portion of health and dental insurance premium payments to be paid by the Contractor's employees at any time.
0. The Contractor shall notify the Contract Administrator in writing within 10 days of any substantive change in the medical and dental benefit package.
0. Failure to adhere to these requirements is a substantial breach of this agreement.

**B. VACATION PAY:** At a minimum, Contractor's employees shall receive one week of paid vacation after one year of continuous service. The use of part-time employees to avoid these benefits is prohibited, and is a substantial breach of this agreement. These benefits should take effect after the employee's 90 day probationary period on site.

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 Agreement. The City will pay for an employee's vacation and sick leave which accrues while working at DIA pursuant to this Agreement. At the end of the Agreement 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 Agreement. 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 Agreement for at least a year. The City will pay a maximum of three weeks vacation pay for employees who have worked under this Agreement 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**

Holiday pay shall be compensated at a rate of time and one-half. Observable holidays are: New Year's Day (January 1), Washington's Birthday (Third Monday in February); Memorial Day (Last Monday in May); Independence Day (July 4); Labor Day (First Monday in September); Veteran's Day (November 11); Thanksgiving Day (Fourth Thursday in November); Christmas Day (December 25); and Martin Luther King Day (Third Monday in January).

#### **10.06 OVERTIME**

All personnel shall be paid time and one half for any hours exceeding forty (40) hours per week. As with Holiday pay, the city shall not compensate the Contractor for overtime expenses.

### **SECTION 11 - AGREEMENT ADMINISTRATION**

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

C. The day to day administration of this Agreement 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.

D. The Contract Administrator may from time to time issue to the Contractor written Procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the Contractor's work hereunder. The 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 Procedures which are in effect at any time. The Contract Administrator may amend or rescind any Procedure by notice in writing to the Contractor.

E. In addition to issuing, amending or rescinding Procedures, the Contract Administrator may make changes in the specifications of work performed by the Contractor, 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.

#### **11.02 CONTRACTOR'S PERFORMANCE**

If, in the opinion of the Manager, the Contractor's performance under this Agreement 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 AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE**

This Agreement consists of Sections 1 through 13 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	Nondiscrimination in Airport Employment Opportunities
Exhibit A	Executive Order No. 99
Exhibit B	Executive Order No. 94
Exhibit C	Personnel, Vehicle and Supplemental Officer Pricing
Exhibit D	Performance Incentive Program Score Sheet
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 13 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 13 hereof  
Exhibit E  
Exhibit F  
Exhibit G  
Exhibit C  
Exhibit B  
Exhibit A  
Exhibit D

#### **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 – DEFAULT, REMEDIES, TERMINATION**

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

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

#### **12.02 DEFAULT**

The following are events of default under this Agreement:

In the opinion of the Manager, the Contractor fails to perform adequately the services required in the Agreement;

In the opinion of the Manager the Contractor fails to perform the required work within the time stipulated in the Agreement; or

The Contractor is in default under any other contract, purchase order, or agreement with the City.

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.

The Contractor transfers its interest under this Agreement, 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.

The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement, 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.

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.

**12.03 REMEDIES**

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

B. 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.

C. 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.

D. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of services required, 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.

**12.04 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 13- MISCELLANEOUS**

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

This Agreement 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.

### **13.02 NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this Agreement, 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.

### **13.03 ASSIGNMENT OF AGREEMENT**

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Agreement 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 Agreement. The Manager has the sole and absolute discretion to grant or deny any transfer or assignment request.

### **13.04 NO THIRD PARTY BENEFICIARIES**

This Agreement 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.

**13.05 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 Agreement. 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 Agreement.

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 Agreement.

**13.06 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.

**13.07 STATUS OF CONTRACTOR**

The status of the Contractor under this Agreement 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.

**13.08 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 Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.



### **13.13 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 Agreement.

### **13.14 ADVERTISING AND PUBLIC DISCLOSURES**

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the 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.

### **13.15 SEVERABILITY**

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

### **13.16 ENTIRE AGREEMENT**

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 Agreement, 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 Agreement.

### **13.17 CITY EXECUTION OF AGREEMENT**

This Agreement 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.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

WAYNE E. VADEN, Clerk and Recorder, Ex-officio Clerk of the City and County of Denver



*[Signature]*  
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

COLE FINEGAN, City Attorney for the City and County of Denver

By *[Signature]*  
Co-Manager of Aviation

By *[Signature]*  
Co-Manager of Aviation

By *[Signature]*  
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By *[Signature]*  
Auditor  
Contract No. CE54012

“CITY”

PARTY OF THE FIRST PART

HOSPITAL SHARED SERVICES

By: *[Signature]*  
Title: PRESIDENT

“CONTRACTOR”

PARTY OF THE SECOND PART

## **EXECUTIVE ORDER NO. 99**

**TO:** All Departments and Agencies Under the Mayor  
**FROM:** Mayor  
**DATE:** December 1, 1993  
**SUBJECT:** City Smoking Policy

- I. This Executive Order, effective immediately, establishes the smoking policy in City-owned, or City-managed facilities and offices, and replaces Executive Order No. 99 dated July 2, 1990.
  - A. Smoking in McNichols Arena, Mile High Stadium, Denver Coliseum, Botanic Gardens, convention centers, libraries, museums, theaters, and parks shall be regulated as provided in Denver Revised Municipal Code 24-301 et. seq., and the managers and department personnel in charge of the operation of such facilities shall implement such regulations and procedures in all facilities under their management control.
  - B. At Stapleton International Airport, smoking is prohibited in all indoor public places except bar/lounges designated by the concessionaire and food service establishments meeting the requirements of D.R.M.C. 24-307(b) and so designated by the concessionaire. At Denver International Airport, smoking is prohibited in all indoor public places, including bars, restaurants, and food courts, except in fully enclosed, independently ventilated smoking areas pursuant to D.R.M.C. 24-304(a)(1). Smoking is prohibited in the tunnel and all restricted access areas.
  - C. Smoking in the County Jail and City detention centers shall be regulated by the Department of Safety and the managers in charge of such facilities.
  - D. Smoking in public and private City offices, courts, and other indoor buildings not otherwise specified herein, including City offices within the facilities listed in paragraphs A and B, shall be prohibited.
  - E. Smoking at the entrances or on the grounds of City-owned or managed facilities may be regulated by the manager in charge of the facility with an effort made to reduce exposure to second-hand smoke.
  - F. The City's Wellness Committee will continue to offer smoking cessation classes to City employees.
  - G. Enforcement for City employees violating this order shall be the responsibility of the manager of the department or agency. Enforcement for the general public shall be the responsibility of the building manager.

Approved for legality:

Daniel E. Muse  
Daniel E. Muse  
City Attorney

EXECUTIVE ORDER NO. 99

Wellington E. Webb  
Wellington E. Webb  
Mayor

Michael D. Musgrave  
Michael D. Musgrave  
Manager of Public Works

Thomas S. Moe  
Thomas S. Moe  
Co-Manager of Health and  
Hospitals

Patricia A. Gabow  
Dr. Patricia Gabow  
Co-Manager of Health and  
Hospitals

Elizabeth H. McCann  
Elizabeth H. McCann  
Manager of Safety

Patricia Schwartzberg  
Patricia Schwartzberg  
Manager of Revenue

Marva Hammons  
Marva Hammons  
Manager of Social Services

Bruce Alexander  
Bruce Alexander  
Manager of Parks and  
Recreation

Philip Hernandez  
Philip Hernandez  
Manager of General Services

**EXECUTIVE ORDER NO. 94**

**TO:** All City Agencies

**FROM:** Wellington E. Webb  
**MAYOR**

**DATE:** October 29, 2002

**SUBJECT:** CITY and COUNTY of DENVER EMPLOYEES' ALCOHOL and DRUG POLICY

**PURPOSE:** As an employer, the City and County of Denver (City) is required to adhere to various federal, state, local laws and regulations regarding alcohol and drug use. The City also has a vital interest in maintaining a safe, healthy and efficient environment for its employees and the public. Being under the influence of, subject to the effects of, or impaired by alcohol or a drug on the job may pose serious safety and health risks to the user, the user's co-workers and the public. Additionally, the possession, use or sale of an illegal drug in the workplace may pose an unacceptable risk to the safe, healthy and efficient operation of the City.

The City maintains the Mayor's Office of Employee Assistance, provides Department of Safety psychologists and some outside contractors, who offer help to employees who seek assistance for alcohol and/or drug use and other personal or emotional issues.

**RESPONSIBLE AUTHORITY(S):** City Attorney

This executive order, effective on the above date, establishes and confirms the policy of the City concerning the problem of drug and alcohol use in the workplace. On the date it becomes effective, this executive order supersedes all previously enacted alcohol and drug executive orders.

**I. PROHIBITIONS FOR ALL CITY EMPLOYEES INCLUDING CLASSIFIED MEMBERS OF THE POLICE AND FIRE DEPARTMENTS.**

**A. Alcohol**

Employees are prohibited from consuming, being under the influence of, or impaired by alcohol while performing City business, while driving a City vehicle or while on City property.

**There are three exceptions to this prohibition.** (1) An employee is not on duty **and** attending an officially sanctioned private function, e.g., an invitation-only library reception. (2) An employee is not on duty **and** at a City location as a customer, e.g., playing golf on a City course. (3) An employee is a member of the Police Department **and** as a part of the employee's official duties, consumes alcohol in accordance with Police Department procedures.

The alcohol levels defined by the state legislature that may be amended from time to time for defining "under the influence of alcohol" and "impaired by alcohol" are adopted here for purposes of this executive order.

Employees holding Commercial Driver's licenses (CDL) are **also** subject to the alcohol levels defined by the Department of Transportation (DOT) regulations that may be amended from time to time for "under the influence" which are adopted here for purposes of this executive order.

Current alcohol level definitions are contained in the Addendum to this Order. If there is a conflict between the state legislature and the DOT regulation, alcohol level definitions and the ones contained in the Addendum to this Order, the state legislature and DOT regulation definitions will take precedence.

As part of official duties, members of the Police Department according to established procedures may consume alcohol. However, it is grounds for discipline, up to including immediate dismissal, if members of the Police Department consume alcohol in violation of their department procedures.

#### **B. Legal Drugs**

1. It is the responsibility of the employees who work in positions operating vehicles or dangerous equipment or positions affecting the health or safety of co-workers or the public to advise their supervisors that they are taking prescription medication that may affect their performance.
2. Employees who work in positions operating vehicles or dangerous equipment or positions affecting the health or safety of co-workers or the public are prohibited from consuming, being under the influence of, subject to the effects of or impaired by legally obtained prescription drugs while performing City business, unless the following two determinations have been made:
  - a. It is determined by both the employee's supervisor **and** either the employee's Human Resource Specialist or Safety Officer, after consulting with the Occupational Health and Safety Clinic (OHSC) personnel, that the employee's job performance will not be affected **and** that the employee does not pose a threat to his/her own safety.
  - b. It is determined by both the employee's supervisor **and** either the employee's Human Resource Specialist or Safety Officer, after consulting with the OHSC personnel, that the employee will not pose a threat to the safety of co-workers or the public, **and** the employee will not disrupt the efficient operation of the agency.

If appropriate, the OHSC personnel may contact the employee's personal physician. Prior to making contact with the employee's personal physician, the OHSC personnel should obtain a medical release from the employee.

Employees may be required to use sick leave, take a leave of absence or comply with other appropriate non-disciplinary actions determined by the appointing authority until the above determinations can be made.

The OHSC shall keep the medical records that disclose the identity of the legal drug confidential in accordance with state and federal laws.

3. The DOT regulations prohibit employees with CDLs from using marijuana, even for approved medical reasons. If the federal and Colorado laws are in conflict on this issue, the federal law will take precedence. Therefore, a positive marijuana drug test will be treated as an illegal drug use for employees with CDLs, subjecting them to all rules contained herein for illegal drug use even if a physician has prescribed the marijuana for medical reasons.

### C. Illegal Drugs

1. Employees are prohibited from consuming, being under the influence of, subject to the effects, of or impaired by illegal drugs while performing City business, while driving a City vehicle or while on City property.
2. Employees are also prohibited from selling, purchasing, transferring or possessing an illegal drug.

**There is one exception to this prohibition.** An employee of the Classified Service of the Police and Fire Departments or the Denver Sheriff's Department as a part of the employee's official duties, may sell, purchase, transfer or possess illegal drugs in accordance with the employee's department procedures. However, it is grounds for immediate dismissal if members of the Classified Service of the Police and Fire Departments or Sheriff Department sell, purchase, transfer or possess illegal drugs at any time other than as a part of their official duties. It is also grounds for immediate dismissal if members of the Classified Service of the Police and Fire Departments or Sheriff Department sell, purchase, transfer or possess illegal drugs in violation of the employee's department procedures.

The illegal drug cut-off levels established by the DOT regulations, that may be amended from time to time, are adopted here for purposes of this executive order. Current illegal drug levels are contained in the Addendum to this Order. If there is a conflict between the DOT regulation, illegal drug levels and the ones contained in the Addendum to this Order, the DOT regulation definition will take precedence.

## II. DRUG AND ALCOHOL TESTING

### A. Pre-Employment/Pre-Placement Testing

1. The City may implement, with the City Attorney's approval, pre-employment screening practices designed to prevent hiring individuals for job positions:

- a. whose use of illegal drugs may affect the public health or safety and
- b. whose use of alcohol or legal drugs indicates a potential for impaired or unsafe job performance where the public health or safety may be affected.

The Civil Service Commission, Career Service Authority, OHSC or interviewing agency shall inform a job applicant of these pre-employment screening practices prior to such screening.

2. Employees who will be filling jobs defined as safety-sensitive or requiring a CDL, prior to the first time the employee performs a safety-sensitive function, shall be tested for controlled substances and may be tested for alcohol.
3. Refusal by an applicant to submit to a pre-employment test shall result in denial of employment.
4. Pre-employment/Pre-placement test results:
  - a. **Alcohol**

Where alcohol use is detected and it is determined to be a potential safety risk, employment shall be denied.
  - b. **Legal Drugs**
    - i. Where use of a prescription drug is detected, applicants may be required to offer proof that the drug has been prescribed by a physician for the applicant. If the applicant is unable to provide such proof, employment may be denied.
    - ii. Where the applicant's future or continued use of the drug poses a potential safety risk or would impair job performance, employment may be denied in accordance with the applicable state and federal laws.
  - c. **Illegal Drugs**
    - i. Employment shall be denied when the presence of an illegal drug is detected.
    - ii. Employment shall be denied when the presence of a known masking agent is detected.
    - iii. A second direct observation urinalysis test may be required prior to offering employment to an applicant whose drug test evidences the urine sample has been diluted.

**B. Reasonable Suspicion Testing**

1. When a supervisor has reasonable suspicion that any employee is in violation of this policy, after taking appropriate safety measures, i.e. removing the employee from any situation which may pose a safety risk to the employee, co-workers or the public, the supervisor shall immediately consult with his/her Human Resource Specialist, Safety Officer or the City Attorney's Office to determine further actions. However, if immediate consultation is not possible, it is the responsibility of the supervisor to promptly initiate alcohol and drug testing. The supervisor shall initiate testing as follows:
  - a. **Alcohol**
    - i. Document in writing the specific reasons for the decision to initiate testing based on specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors.
    - ii. When possible, have a second supervisor confirm the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors.
    - iii. Advise the employee that the supervisor is ordering the employee to go to the testing site for testing.
    - iv. Escort the employee to the testing site as soon as possible. However, if the supervisor is unable to escort the employee, the supervisor should have another individual escort the employee for testing. The individual selected to escort the employee shall be of a higher grade/rank than the employee being tested.
    - v. Require the employee to bring a picture identification card and proof of the employee's Social Security or employee number to the testing site.
    - vi. If the employee refuses to go to the testing site, or refuses to participate in the testing process, the supervisor or the escort should tell the employee that the testing request is a direct order and that refusal to comply with the direct order might subject the employee to discipline, up to and including dismissal.
    - vii. After the initial test results are known, the supervisor shall contact the appointing authority for further guidance. If the appointing authority is unavailable and the supervisor has a reasonable doubt about the employee's ability to satisfactorily and safely meet job requirements, the supervisor shall place the employee on investigatory leave pending results of testing or other administrative determination.

- viii. No supervisor or escort should allow an employee to drive to or away from the testing or the work site. However, if the employee does drive off, notify the Police Department immediately and provide them pertinent information, i.e., employee's car make; model and color; license plate number; direction of travel and reason for ordering the alcohol and/or drug testing.

During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.

Testing should be administered within two (2) hours of making a reasonable suspicion determination. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Supervisors who do not test employees within this established time frame may be subject to discipline, up to and including dismissal.

Supervisors and escorts shall keep the employee's name and identifying information restricted to persons who "need to know."

**b. Legal drugs**

- i. Document in writing the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors that provide reasonable suspicion that the employee's use of, or being under the influence of, subject to the effects of, or impaired by a legal drug poses a potential safety risk or would impair job performance.
- ii. When possible, have a second supervisor confirm the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors.
- iii. Advise the employee that the supervisor is ordering the employee to go to the OHSC for evaluation.
- iv. Escort the employee to the evaluation site as soon as possible. However, if the supervisor is unable to escort the employee, the supervisor should have another individual escort the employee for evaluation.
- v. If the employee refuses to go to the evaluation site, the supervisor or the escort should tell the employee that the testing request is a direct order and that refusal to comply with the direct order might subject the employee to discipline, up to and including dismissal.

- vi. If the clinic personnel determine that the employee's use of, being under the influence of, subject to the effects of, or impaired by a legal drug poses a potential safety risk **or** would impair job performance; the supervisor shall contact the appointing authority for further guidance.
- vii. If the appointing authority is unavailable and the supervisor has a reasonable doubt about the employee's ability to satisfactorily and safely meet job requirements, the supervisor shall place the employee on investigatory leave pending such consultation. However, no supervisor or escort should allow an employee to drive to, or away from, the evaluation site. If the employee does drive off, the supervisor or escort shall notify the Police Department immediately and provide them pertinent information, i.e., employee's car make; model and color; license plate number; direction of travel; and reason for ordering the evaluation.
- viii. If the clinic personnel determine that the employee's use of, being under the influence of, subject to the effects of, or impaired by a legal drug **does not** pose a potential safety risk **and does not** impair job performance, have the employee return to work.

**c. Illegal drugs**

Follow the steps listed above in Section B.1.a.

However, testing for illegal drugs should be administered within eight (8) hours of making a reasonable suspicion determination. If this eight-hour (8) time frame is exceeded, the supervisor must document the reasons the test was not promptly administered. Supervisors who do not test employees within the established time frame may be subject to discipline, up to and including dismissal.

The police **shall be** contacted when a supervisor has reasonable suspicion that an employee appears to be in possession of, selling or transferring illegal drugs.

**C. Post-Accident Testing**

- 1. As soon as practicable following a driving or other workplace accident, the supervisor shall ensure that driver-employee is tested for alcohol and drugs when the accident:
  - a. may have been the fault of the employee **and** the accident involves a fatality;
  - b. may have been the fault of the employee **and** any individual was injured severely enough to receive medical treatment immediately away from the scene of the accident;
  - c. may have been the fault of the employee **and** the accident resulted in disabling damage to any vehicle or any equipment; or,

- d. there is reasonable suspicion to test the employee.
2. Post-accident alcohol and drug testing should be administered within two (2) hours following the accident. Supervisors who do not test employees within the established time frames may be subject to discipline, up to and including dismissal.
3. "Disabling damage" for a vehicle accident is defined as precluding the departure of the vehicle from the scene of an accident in its usual manner. Vehicle damage that can be remedied temporarily at the scene without special tools or parts, i.e., replacing a tire with the spare, taping over a headlight or tying down the hood of a car, are not considered disabling.
4. "Disabling damage" for a workplace accident is defined as precluding the use of the equipment from its usual operation. Equipment that can be remedied temporarily at the scene without special tools or parts is not considered disabling.

**D. Return to Duty Testing**

If an employee has violated the prohibited conduct listed in Sections I (A) or I (C) of this Order, the employee shall not return to work unless the employee has taken an alcohol and drug test at the OHSC and both tests were verified negative.

**E. Unannounced Testing**

If an employee has been placed on a Stipulation and Agreement in accordance with this executive order, as a part of that Stipulation and Agreement, the employee may be tested for alcohol and/or drugs by the agency without prior notice of the testing date or time for at least 36 months from the last date in time that the stipulation and agreement is signed by the parties.

**F. Random Testing**

The City may implement, with the City Attorney's approval, random alcohol and drug testing for employees deemed to perform safety-sensitive functions for the City or any of its agencies.

**G. Commercial Driver's License Testing**

For those positions requiring a CDL, the City shall implement drug testing pursuant to applicable DOT regulations, as may be amended from time to time **in addition to** the testing described in Sections II (B), II (C) and II (D) of this Order.

**1. Pre-Employment Testing**

Prior to the first time a driver performs safety-sensitive functions for the City or any of its agencies, the driver shall be tested for illegal drug usage in compliance with the DOT and state regulations, as may be amended from time to time.

**2. Reasonable Suspicion Testing**

**a. Alcohol**

The procedures described in Section II (B)(1)(a) of this Order shall be followed.

**b. Legal Drugs**

The procedures described in Section II (B)(1)(b) of this Order shall be followed.

**c. Illegal Drugs**

The procedures described in Section II (B)(1)(c) of this Order shall be followed.

**3. Post-Accident Testing**

a. As soon as practicable following an accident, the supervisor shall ensure that driver-employee is tested for alcohol and drugs when:

- i. the accident occurred while the vehicle driver was performing safety-sensitive functions with respect to the vehicle **and** the accident involved the loss of human life;
- ii. the vehicle driver was cited under the state or local law for a moving violation arising from the accident **and** an individual was injured severely enough to receive medical treatment immediately away from the scene;
- iii. the vehicle driver was cited under the state or local law for a moving violation arising from the accident **and** one or more of the vehicles involved in the accident sustained disabling damage. "Disabling damage" is defined in Section II (C)(2) and (3) in this Order;
- iv. there is reasonable suspicion to test the employee.

b. If the supervisor does not initiate alcohol testing within eight (8) hours of the accident or drug testing within thirty-two (32) hours of the accident, the supervisor shall cease attempts to administer the tests and shall state in writing for the record the reasons for not administering the tests. Supervisors who do not test employees within the established time frames may be subject to discipline, up to and including dismissal.

**4. Random Testing**

**a. Alcohol**

Pursuant to the DOT regulations, random alcohol testing shall be conducted annually on 25% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Alcohol testing shall be conducted on a random, unannounced basis just before, during or just after the employee performed safety-sensitive functions.

**b. Illegal Drugs**

Pursuant to the DOT regulations, random drug testing shall be conducted annually on 50% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Drug testing shall be conducted on a random, unannounced basis. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

**5. Return to Duty Testing**

**a. Alcohol**

If an employee has violated the prohibited conduct listed in Section I (A) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has completed a successful return to duty alcohol test.

**b. Illegal Drugs**

If an employee has violated the prohibited conduct listed in Section I (C) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has been cleared by a Substance Abuse Professional and has completed a successful return to duty drug test.

**6. Follow-Up Testing**

**a. Alcohol**

- i. The number and frequency of the follow-up alcohol tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to work.
- ii. Follow-up testing shall be unannounced and shall be conducted just before, during or just after the employee performed safety-sensitive functions.

**b. Illegal Drugs**

- i. The number and frequency of the follow-up drug tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first (12) twelve months following the employee's return to work.
- ii. Follow-up testing shall be unannounced. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

**H. Members of the Classified Service of the Police and Fire Departments and Deputy Sheriffs Testing**

For those employees who are members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs, the City may implement drug testing pursuant to their respective department procedures, as may be amended from time to time **in addition to** the testing described in Sections II (A), II (B), II (C), II (D), II (E), II (F), and II (G) of this Order.

**III. EXECUTIVE ORDER 94 TRAINING**

**A. All City Employees**

All new City employees should be trained on this Order during their first year of employment. Training, at a minimum, should include study of the Order and instruction on the recognition of drug and alcohol impairment and use. Additionally, a copy of this Order should be given to each employee with each employee acknowledging, in writing, receipt of the policy and the training.

**B. All Employees With Supervisory Duties**

1. All employees with supervisory duties should be trained on this Order during the first six months following their promotion. This training, at a minimum, should include study of the Order, instruction on the recognition of drug and alcohol impairment and use, the proper documentation of the supervisor's reasonable suspicion, and the supervisor's responsibility for escorting employees to the testing sites and through the testing process.
2. Supervisors shall ensure that all drug and alcohol tests are accomplished immediately after the justification for testing is established. Timeliness for testing is outlined in this Order and its Addendum. Further, once a supervisor has reasonable suspicion that an employee appears to be under the influence of alcohol or drugs, the agency cannot condone the employee's driving of a motor vehicle. If the employee drives off in his/her own or a City vehicle, the Police Department must be notified immediately. Supervisors whom elicit the use of another individual to escort an employee to testing or evaluation sites shall educate the individual on the duties of the escort as provided herein prior to allowing that individual to escort the employee.

3. Supervisors are subject to discipline for failing to fulfill the responsibilities set forth for supervisors in this Order. However, although a supervisor's failure to fulfill his/her responsibility may result in disciplinary action being taken against the supervisor, up to and including dismissal, such failure does not, in any way, excuse the employee's violation of this Order or negate the agency's disciplinary action against the employee.

**CAUTION:** No physical force may be used against an employee to enforce any order under this policy. The employee must be advised that noncompliance with a supervisor's order will be viewed as refusal to obey the order of a supervisor and subject to discipline, up to and including dismissal.

**CAUTION:** Supervisors are to restrict communications concerning possible violations of this policy to those persons who are participating in the evaluation, investigation or disciplinary action and who have a "need to know" about the details of the drug/alcohol evaluation, investigation and disciplinary action. This restriction includes not mentioning the names of employees who are suspected of, or disciplined for, violating this policy.

#### IV. DISCIPLINARY ACTIONS

- A. If it is determined after the appropriate predisciplinary meeting that any of the following situations apply; the employee shall be dismissed even for the first offense for the following conduct.
  1. Members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs that violate their respective departments' prohibitions regarding illegal use of controlled substances;
  2. Safety-sensitive members of the Department of Aviation that violate their department's prohibitions regarding alcohol or drug use;
  3. The employee has endangered the lives of others, or foresee ably could have endangered the lives of others;
  4. The employee refuses to submit to any testing under this Order including, but not limited to, pre-placement, reasonable suspicion, random, post-accident, return to duty, follow-up or unannounced testing;
  5. The employee uses, or attempts to use, a masking agent to alter the sample and/or drug and/or alcohol test results;
  6. The employee's disciplinary history compels dismissal as a matter of progressive discipline;
  7. The employee has refused to enter into a Stipulation and Agreement;
  8. The employee has violated the Stipulation and Agreement;

9. The employee violates Executive Order 94 for the second time in the employee's career with the City and County of Denver and/or its agencies.
- B. A first time violation of this policy, which does not result in a dismissal pursuant to Section IV (A) of this Order shall result in a lesser disciplinary action in conjunction with a Stipulation and Agreement for treatment.
1. Employee Assistance Counselors of the Mayor's Office of Employee Assistance, or such other substance abuse professional(s) as may be designated, shall conduct an assessment of the employee and create a treatment plan.
  2. Each such agreement shall be in writing and approved by the City Attorney's Office. The City shall offer no employee more than one such agreement during his or her employment with the City.
  3. Employees who participate in a supervisor-approved inpatient treatment plan shall be allowed to take one (1) day per month sick leave or vacation leave, or allowed to work one (1) day per month but not in safety-sensitive positions, to assure continued health coverage.

## V. MISCELLANEOUS PROVISIONS

### A. Driver's License

It is the responsibility of employees required to drive as part of their assigned duties or job specifications to report to their appointing authority any loss of a driver's license or the restriction of driving privileges, no later than the beginning of the employee's next scheduled shift. Every employee who is required to drive, as part of their assigned duties or job specifications, shall certify that they have a current valid driver's license in accordance with Executive Order 25 as may be amended from time to time.

### B. Searches

1. Before any search is conducted, supervisors shall contact the City Attorney's Office for guidance.
2. Management has the right to search City-owned property, e.g., a desk, storage cabinet or City vehicle, when the search is necessary for a non-investigatory work-related purpose such as retrieving a needed file. Additionally, management may search City-owned property, e.g., a desk, file cabinet, locker, or City vehicle, when predicated by reasonable suspicion that evidence of misconduct will be found. Finally, management may search an employee's personal property, e.g., their personal vehicle parked on City property, lunch boxes, briefcases, purses, tool kits, and backpacks, upon consent of the employee.

3. Clearly posted notices explaining the City's right to carry out search activities should be displayed in appropriate locations throughout the work area. The posted notices should contain the language listed above in paragraph V (B) (2) of this Order. Any deviation from this language must be approved by the City Attorney's Office prior to posting.

C. Contracts

1. This Executive Order is applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring contract personnel from City facilities or from participating in City operations.
2. All City contracts shall inform contractors doing work for the City about this Executive Order.

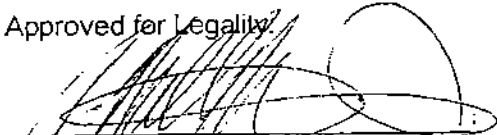
D. Mayor's Office of Employee Assistance and Department of Safety Psychologists

The City maintains the Mayor's Office of Employee Assistance (MOEA) and provides Department of Safety psychologists who offer help to employees who suffer from alcohol or drug use or other personal or emotional issues. It is the responsibility of each employee to seek help from the MOEA, Department of Safety psychologist or other appropriate health care professionals before alcohol and drug use leads to disciplinary actions.

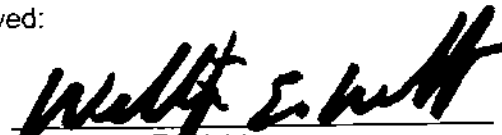

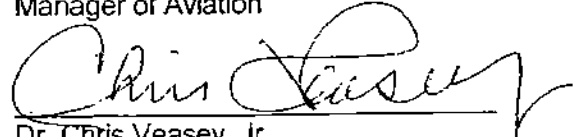
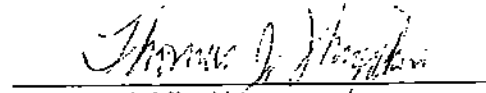

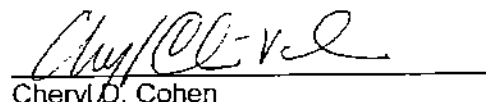
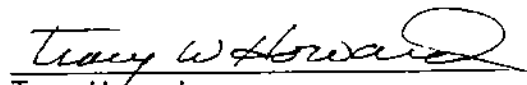
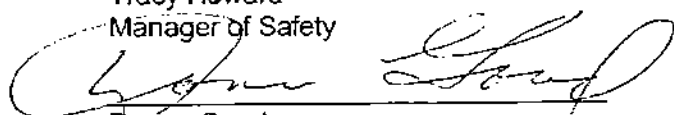
E. Memorandum to this Order

The City Attorney shall have the authority to amend definitions and drug testing cut-off levels contained in the Order's Memorandum, from time to time, consistent with Colorado statutes and the DOT regulations, without obtaining signatures of the Mayor or City Council. For purposes of this Executive Order, all references to Agency head, Department head or appointing authority will also include the designee of the Agency head, Department head or appointing authority.

Approved for Legality:

  
\_\_\_\_\_  
J. Wallace Wortham, Jr.  
City Attorney

Approved:

  
\_\_\_\_\_  
Wellington E. Webb  
MAYOR  
\_\_\_\_\_  
Bruce Baumgartner  
Manager of Aviation  
\_\_\_\_\_  
Dr. Chris Veasey, Jr.  
Manager of Environmental Health  
\_\_\_\_\_  
Thomas J. Migaki  
Manager of General Services  
\_\_\_\_\_  
James Mejia  
Manager of Parks & Recreation  
\_\_\_\_\_  
Stephanie Foote  
Manager of Public Works  
\_\_\_\_\_  
Cheryl D. Cohen  
Manager of Revenue  
\_\_\_\_\_  
Tracy Howard  
Manager of Safety  
\_\_\_\_\_  
Donna Good  
Manager of Human Services

**MEMORANDUM NO. 94A**

**TO:** All Agencies Under the Mayor  
**FROM:** John W. Hickenlooper  
Mayor  
**DATE:** August 26, 2004  
**SUBJECT:** STATUTORY PROVISIONS

This memorandum to Executive Order 94 was originally referred to as an addendum, effective April 10, 1989, amended April 13, 1999, January 10, 2000, March 1, 2000, March 15, 2001 and is hereby continued in effect as amended and retitled as a memorandum this August 26, 2004. This Memorandum shall be attached to and become a part of Executive Order 94, dated, October 29, 2002. subject "City and County of Denver Employees' Alcohol and Drug Policy."

**I. ALCOHOL PROVISIONS**

- A. Under the Colorado statutes, as may be amended from time to time, "impaired by alcohol" is defined as having 0.05 grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood), but less than 0.08 grams of alcohol. Under the "influence of alcohol" is defined as having 0.08 or more grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood).
- B. Under the DOT regulations, as may be amended from time to time, "under the influence of alcohol" is defined as having 0.04 percent alcohol concentration, or more; as prescribed by state law; or in the event of refusal to undergo such testing as is required by the state or jurisdiction.

DOT regulations, as may be amended from time to time, state that post-accident alcohol testing should be administered within two (2) hours following the accident, but must be administered within eight (8) hours following the accident. *These DOT time frames shall also apply to testing under this Executive Order unless otherwise specified within this Order.*

**II. ILLEGAL DRUG PROVISIONS**

- A. Illegal drugs, including controlled substances, are defined in Colorado Revised Statutes §12-22-303.

- B. "Subject to the effects of an illegal drug" is to be determined consistent with the confirmation test levels established by the DOT regulations, as may be amended from time to time:

Marijuana metabolites	-----	15 ng
Cocaine metabolite	-----	150 ng
Opiates:		
Morphine	-----	2,000 ng
Codeine	-----	2,000 ng
Phencyclidine	-----	25 ng
Amphetamines:		
Amphetamine	-----	500 ng
Methamphetamine	-----	500 ng

Drug testing shall be administered no later than thirty-two (32) hours after the accident. *These DOT time frames shall also apply to testing under this Executive Order unless otherwise specified within this Order.*

## EXHIBIT C

Page 28

Proposal No. SECURITY\_GUARD\_0571A

**3.19 RFP PRICING FORM—DENVER INTERNATIONAL AIRPORT**

Proposers must review required minimum wage and benefits for Security Agents as defined herein. For all other job classifications, the proposer shall determine wages in relation to the Security Agent wage (\$ 13.50 per hour). Holiday, overtime, vacation and health and dental shall apply to ALL job classifications, however, and Proposer's unit pricing shall reflect this fact. No additional remuneration for any facet of this Contract shall be paid by the City and shall not be requested by the Proposer — with the exception of those items specifically set out herein — other than the NET UNIT PRICE offered by the Proposer in the proposal items which follow. Therefore, increases in attendant costs to wage increases (FICA, etc.) must be anticipated for the full term of this contract and included in your proposal pricing offered herein.

**3.19.a DIA Proposal Item No. 1 (Personnel)****3.19.a.1 Administrative Manager:**

(2,080 hours/year)

Net Unit Price per hour \$ 43.55**3.19.a.2 Operations Manager:**

(2,080 hours/year)

Net Unit Price per hour \$ 36.05**3.19.a.3 Personnel Manager:**

(2,080 hours/year)

Net Unit Price per hour \$ 25.67**3.19.a.4 Shift Supervisors:**

(29,200 hrs/yr.)

Net Unit Price per hour \$ 21.76**3.19.a.5 Training Officers:**

(10,400 hrs/yr.)

Net Unit Price per hour \$ 21.08**3.19.a.6 Office Assistant/Scheduler:**

(2,080 hrs/yr.)

Net Unit Price per hour \$ 21.10**3.19.a.7 Security Agents:**

(382,080 hrs/yr.)

Net Unit Price per hour \$ 18.97**3.19.a.8 AOB Reception Area Security Agents:**

(5,840 hrs/yr.)

Net Unit Price per hour \$ 19.87**3.19.a.9 Screeners:**

(17,520 hrs/yr.)

Net Unit Price per hour \$ 18.97

**3.19.b DIA Proposal Item No. 2 (Vehicles)**

(Vehicles - All costs, including fuel, insurance, maintenance, etc., must be included in your net unit per month price.)

3.19.b.1 Net Monthly Price Per Vehicle:  
 Net Monthly Cost Per Vehicle: \$ 490.00  
 (25 Vehicles Total)

3.19.b.2 Net Price Per Mile Per Each Vehicle:  
 Net Cost Per Mile: \$ 0.39  
 (76,000 miles/yr.)

3.19.b.3 Net Monthly Price per each Electric Cart:  
 \$ 190.00

NOTE: Pricing offered above for vehicles shall remain firm and fixed for the entire term (three (3) years with the possibility of two, one year extensions) of the Contract. The Proposer will be compensated both for the net monthly cost per vehicle and the net cost per mile. The allocation of costs between the Net Monthly Cost and the Net Cost Per Mile for operation of these vehicles is left totally to the discretion of the Proposer.

**NOTE: The possible two one-year extensions of this Contract will not be included in the evaluation. The possible two one-year extensions are not assured and depend upon the Proposer's ability to sustain original proposal pricing and/or the City's desire to continue with or re-advertise and re-issue the RFP.**

**NON-EVALUATED PROPOSAL ITEMS: THE PRICING OFFERED BELOW WILL NOT BE INCLUDED IN THE EVALUATION. NO ESTIMATED USAGE IS AVAILABLE FOR THE USE OF SUPPLEMENTAL PERSONNEL. RETENTION OF "SUPPLEMENTAL" PERSONNEL BEYOND THIRTY (30) CALENDAR DAYS, AS ABOVE, SHALL REQUIRE THAT THE COST FOR THAT "SUPPLEMENTAL" PERSONNEL REVERT TO PROPOSAL PRICING OFFERED PURSUANT TO PROPOSAL ITEM NO. 1.**

**3.19.c DIA Proposal Item No. 3 (Supplemental Officers)**

3.19.c.1 Net Unit Cost for Supplemental Security Agent—~~twenty-four~~ (24) hours notice:  
 Net Unit Price per hour \$ 30.00

3.19.c.2 Net Unit Cost for Supplemental Security Agent—seventy-two(72) hours notice:  
 Price per hour \$ 27.50

3.19.c.3 : Net Unit Cost for Supplemental Security Agent—five (5) working days notice  
 Price per hour \$ 26.00

3.19.c.4 Net Unit Price for Fingerprinting Agent:  
 Price per hour per Fingerprinting Agent \$ 21.45

DIA Sample Agreement  
Performance Bond and Payment Bond Form--DIA

### PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Hospital Shared Services, Inc. dba Firstwatch Security Services, a corporation organized under the laws of the State of \_\_\_\_\_, hereinafter referred to as the "Contractor" and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of One Million Three Hundred Ninety Five Thousand and 00/100 Dollars (\$ 1,395,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, 2005, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. \_\_\_\_\_, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Hospital Shared Services, Inc. dba  
~~Firstwatch Security Services~~  
CONTRACTOR

By: [Signature]  
President

Travelers Casualty and Surety Company of America  
SURETY

By: Elaina M McGrath  
Attorney-In-Fact Elaina McGrath

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

CITY AND COUNTY OF DENVER

By: [Signature]  
MAYOR

By: [Signature]  
Co-Manager of Aviation

By: [Signature]  
Co-Manager of Aviation

APPROVED AS TO FORM:

COLE FINEGAN,  
Attorney for the City and County of Denver

By: [Signature]  
Assistant City Attorney

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Hospital Shared Services, Inc.  
dba Firstwatch Security Services  
 , a corporation organized under the laws of the State of Colorado  
 hereinafter referred to as the "Contractor" and Travelers Casualty and Surety Company of  
America , a corporation organized under the laws of the State of Connecticut  
 hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF  
 DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY",  
 in the penal sum of ~~Ninety five thousand and 00/100~~ <sup>One Million Three Hundred</sup> Dollars (\$ 1,395,000.00  
 ), lawful money of the United States of America, for the payment of which sum  
 the Contractor and Surety bind themselves and their heirs, executors, administrators, successors  
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, 2005,  
 entered into a written contract with the City for furnishing all labor, materials, tools,  
 superintendence, and other facilities and accessories for the construction of Contract No. CE \_\_\_\_  
 \_\_\_\_\_,  
 , Denver International Airport, in accordance with the Technical Specifications, Contract Drawings  
 and all other Contract Documents therefor which are incorporated herein by reference and made  
 a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this payment bond obligation is such that if the Contractor  
 shall at all times promptly make payments of all amounts lawfully due to all persons supplying or  
 furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment,  
 used or performed in the prosecution of work provided for in the above Contract and shall  
 indemnify and save harmless the City to the extent of any and all payments in connection with the  
 carrying out of such Contract which the City may be required to make under the law, then this  
 obligation shall be null and void, otherwise, it shall remain in full force and effect;

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

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, 2005.

Hospital Shared Services, Inc. dba  
Firstwatch Security Services  
CONTRACTOR

By: [Signature]  
President

Travelers Casualty and Surety Company of America  
SURETY

By: Elaina McGrath  
Attorney-in-Fact Elaina McGrath

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

CITY AND COUNTY OF DENVER  
By: [Signature]  
MAYOR

By: [Signature]  
Co-Manager of Aviation

By: [Signature]  
Co-Manager of Aviation

APPROVED AS TO FORM:  
COLE FINEGAN,  
Attorney for the City and County of Denver

By: [Signature]  
Assistant City Attorney

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 25th day of June, 2004.


STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY



By   
George W. Thompson  
Senior Vice President

On this 25th day of June, 2004 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault


My commission expires June 30, 2006 Notary Public  
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 13th day of May, 20 05



By   
Peter Schwartz  
Senior Vice President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2004

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 51,672,364	UNEARNED PREMIUMS	\$ 495,854,177
BONDS	1,900,711,942	LOSSES	496,611,406
STOCK	21,472,221	LOSS ADJUSTMENT EXPENSES	107,672,652
OTHER INVESTED ASSETS	-	COMMISSIONS	9,858,790
INVESTMENT INCOME DUE AND ACCRUED	20,688,590	TAXES, LICENSES AND FEES	7,779,413
PREMIUM BALANCES	148,202,446	OTHER EXPENSES	10,293,898
REINSURANCE RECOVERABLE	52,235,274	CURRENT FEDERAL AND FOREIGN INCOME TAXES	17,056,324
CURRENT FEDERAL INCOME TAX RECOVERABLE	-	PAYABLE FOR SECURITIES	58,488,883
NET DEFERRED TAX ASSET	34,303,735	PAYABLE TO PARENT, SUBSIDIARIES & AFFILIATES	875,951
RECEIVABLE FOR SECURITIES	1,356,735	OTHER ACCRUED EXPENSES AND LIABILITIES	63,261,427
RECEIVABLE FROM PARENT, SUBSIDIARIES & AFFILIATES	-	TOTAL LIABILITIES	\$ 1,267,752,921
OTHER ASSETS	(48,890,840)		
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	604,702,144
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 913,999,546
TOTAL	<u>\$2,181,752,467</u>	TOTAL	<u>\$2,181,752,467</u>

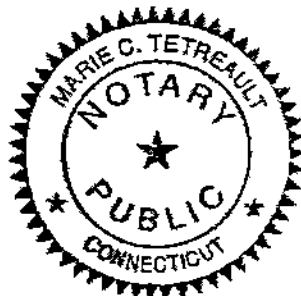
STATE OF CONNECTICUT            )  
 COUNTY OF HARTFORD            )SS.  
 CITY OF HARTFORD

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT, BOND, OF THE TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2004.

*L. A. Siuta*  
 \_\_\_\_\_  
 VICE-PRESIDENT, BOND

*Marie C. Tetreault*  
 \_\_\_\_\_  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 23RD DAY OF AUGUST, 2004



**EXHIBIT D**  
**PERFORMANCE INCENTIVE SCORING**

**SCORING:** A factored total of 10 points is possible.

- 1. Customer Service \_\_\_\_\_
  - 2. Employee Bonuses \_\_\_\_\_
  - 3. Employee Retention \_\_\_\_\_
  - 4. Training \_\_\_\_\_
  - 5. Vehicles \_\_\_\_\_
  - 6. Contract Compliance \_\_\_\_\_
  - 7. Billing \_\_\_\_\_
  - 8. Post Order Knowledge \_\_\_\_\_
- TOTAL SCORE** \_\_\_\_\_

**INCENTIVE SCALE:**

- 10 points = Incentive of 1.5% to company of quarterly billing.  
(maximum award not to exceed \$32,000 per quarter)
- 7.5 – 9.9 points = an incentive of 1% to company of quarterly billing  
(maximum award not to exceed \$22,000 per quarter)
- 5.0 – 7.4 points = an incentive of 1/2% to company of quarterly billing  
(maximum award not to exceed \$11,000 per quarter)
- Below 5.0 points= no incentive for the quarter

**CUSTOMER SERVICE – 15% of possible incentive award**

Review all feedback received regarding the Company's interactions and dealings with its customers. Customers, as referred to herein include the public, vendors, tenants, city, Denver Police Department, CAISS, Communications Center, Airport Operations, Airport Security, Ground Transportation, Air Serve, Parking, TSA, etc. (*Customer feedback includes surveys, phone calls, correspondence, email, face-to-face communication, etc.*)

- How many were received? \_\_\_\_\_
- How many were compliments? \_\_\_\_\_
- How many negative comments related to the manner in which an incident was handled?  
\_\_\_\_\_
- How many were out of the Contractors ability to resolve, were unfounded, or exonerated\*?  
\_\_\_\_\_
- How does the comment ratio between positives and negatives relate to the previous quarter?  
\_\_\_\_\_

How is the Contractor making improvements and is a plan of action being acted upon to prevent negative feedback?

How does this plan of action build and improve upon last quarter?

**SCORING: 30 POINTS POSSIBLE** (10 per evaluator) based upon an improvement in quarterly results and a Contractor focus on progress and development.

- 10 points if negative feedback is below 20% of total
- 8 points if negative feedback is between 20% & 29% of total
- 6 points if negative feedback is between 30% & 39% of total
- 4 points if negative feedback is between 40% & 49% of total
- 0 points if negative feedback is above 50% of total

The total points \_\_\_\_\_ must now be divided by 3 and multiplied by 15%.

**The factored total is:** \_\_\_\_\_

**Definitions**

\* Unfounded – Allegation is false; alleged act did not actually occur; employee(s) and/or security personnel not involved

\* Exonerated – Action complained of did occur, but was lawful, justified and proper

**EMPLOYEE INCENTIVE PROGRAM – 10% of possible incentive award**

List the number of employees the corresponding percentage of employees earning bonuses for the quarter.

- Number of employees eligible to earn a bonus. \_\_\_\_\_
- Number of employees that earned the Level 1 bonus. \_\_\_\_\_
- Number of employees that earned the Level 2 bonus. \_\_\_\_\_
- Number of employees that earned the Level 3 bonus. \_\_\_\_\_

THE EMPLOYEE INCENTIVE PROGRAM IS BASED UPON THE FOLLOWING:

	Points	Maximum Points Awarded per Quarter
Uniform Policy/Rating		30
-Exceeds Expectations	10 per month	
-Meets Expectations	5 per month	
-Below Expectations	0 per month	
Accurate daily paperwork / Incident Reports		60
	+1/-1 each day	
Customer Compliment		10
	5 per occurrence	
Attendance		30
-0 days missed per month	10 per month	
Documented Outstanding Performance		5
-at discretion of a Manager	5 per occurrence	
Customer Complaint		-10
	-5 points per occurrence	
Moving Violation		No maximum
	-10 each occurrence	
Vehicular Accident		No maximum
	-20 each occurrence	
Disciplinary action		No maximum
	-20 each occurrence	

Any failure in duty that results in a significant security violation as determined by the review committee will result in a disqualification from any quarterly bonus.

Full-time employees may receive a cash bonus each quarter based on the following point scale:

Level 1	126 or more points	\$75
Level 2	116 – 125 points	\$50
Level 3	106 – 115 points	\$25
No Bonus	105 or less points	\$ 0

(Part-time employees are eligible to earn 50% of the cash bonus.)

SCORING: 30 POINTS POSSIBLE (10 per evaluator) based upon the total percentage of employees earning a Level 1 or Level 2 bonus.

- 10 points if between 100% & 81%
- 8 points if between 80% & 61%
- 6 points if between 60% & 41%
- 4 points if between 40% & 21%
- 0 points if 20% or below

The total points \_\_\_\_\_ must now be divided by 3 and multiplied by 10%.

**The factored total is:** \_\_\_\_\_

**EMPLOYEE RETENTION – 10% of possible incentive award**

- What is the percentage of employee retention for the quarter? \_\_\_\_\_
- Number of employees at the beginning of this quarter. \_\_\_\_\_
- How many employees were terminated this quarter? \_\_\_\_\_
- Number of employees at the end of this quarter. \_\_\_\_\_

Retention = (the number of employees at the end of this quarter – terminations) divided by the number of employees at the end of this quarter.

SCORING: 30 POINTS POSSIBLE (10 per evaluator) based upon the employee retention percentage.

- 10 points if between 100% & 91%
- 8 points if between 90% & 86%
- 6 points if between 85% & 81%
- 4 points if between 80% & 76%
- 0 points if 75% or below

The total points \_\_\_\_\_ must now be divided by 3 and multiplied by 10%.

**The factored total is:** \_\_\_\_\_

**TRAINING – 15% of possible incentive award**

- Provide the names and titles of new hires that have completed all training.
- What % of employees have completed all required training within contractual defined periods? \_\_\_\_\_
- What % of employees are cross trained? \_\_\_\_\_
- List any newly implemented training procedures.
- List benefits of newly implemented training procedures
- List any ideas to improve training.

SCORING: 30 POINTS POSSIBLE (10 per evaluator) based upon the percentage of employees who have completed all required training.

- 10 points if between 100% & 96%
- 8 points if between 95% & 91%
- 6 points if between 90% & 86%
- 4 points if between 85% & 81%
- 0 points if 80% or below

The total points \_\_\_\_\_ must now be divided by 3 and multiplied by 15%.

**The factored total is:** \_\_\_\_\_

**VEHICLE MAINTENANCE – 10% of possible incentive award**

- Total number of vehicles. \_\_\_\_\_
- Total number of CNG vehicles. \_\_\_\_\_
- Total number of 4WD vehicles. \_\_\_\_\_
- Total number of electric carts. \_\_\_\_\_
- Total number of vehicles over 5 years old. \_\_\_\_\_

SCORING: 30 POINTS POSSIBLE (10 per evaluator) based upon the adherence to RFP requirements.

- 10 points if entire fleet in service the whole quarter
- 8 points if fleet shorted any vehicles between 1 & 5 days
- 6 points if fleet shorted any vehicles between 6 & 10 days
- 4 points if fleet shorted any vehicles 11 & 15 days
- 0 points if fleet shorted any vehicles over 15 days.

The total points \_\_\_\_\_ must now be divided by 3 and multiplied by 10%.

**The factored total is:** \_\_\_\_\_

**CONTRACT COMPLIANCE – 10% of possible incentive award**

The Contract Security Manager will select three (3) audits and/or inspections at the end of each quarter to assess contract compliance. The Contractor must explain what steps were taken to correct or improve each of the situations. If any of the findings represent findings addressed in previous quarters, this section's score will be lowed by one tier.

SCORING: 30 POINTS POSSIBLE (10 per evaluator) based upon the audit results and willingness to solve audit issues in a timely manner.

- 10 points for good audit results and timely solutions to all problems
- 8 points for average audit results and timely solutions to all problems
- 6 points for good audit results but delayed solutions to problems
- 4 points for average audit results but delayed solutions to problems
- 0 points for poor results and/or a lack of solutions to issues raised by the audits.

The total points \_\_\_\_\_ must now be divided by 3 and multiplied by 10%.

**The factored total is:** \_\_\_\_\_

**BILLING ACCURACY – 15% of possible incentive award**

The Contract Security Manager will make the judgment as to billing accuracy.

**SCORING: 30 POINTS POSSIBLE (10 per evaluator) based upon**

- 10 points if all billing is accurate and all items balance
- 0 points if any part of billing has errors and/or items do not balance

The total points \_\_\_\_\_ must now be divided by 3 and multiplied by 15%.

**The factored total is:** \_\_\_\_\_

**POST ORDER COMPLIANCE & KNOWLEDGE – 15% of possible incentive award**

The Contract Security Manager will select three (3) audits and/or inspections at the end of each quarter to assess post order compliance and knowledge. The Contractor must explain what steps were taken to correct or improve each of the situations. If any of the findings represent findings addressed in previous quarters, this section’s score will be lowered by one tier.

- Competency Tasks measure security staff member performance at each evaluation period
- Officers can demonstrate or describe their knowledge of the Airport Security Plan
- Consistency and accuracy of updated post orders and pass-on requirements

**SCORING: 30 POINTS POSSIBLE (10 per evaluator) based upon**

- 10 points for good audit results and timely solutions to all problems
- 8 points for average audit results and timely solutions to all problems
- 6 points for good audit results but delayed solutions to problems
- 4 points for average audit results but delayed solutions to problems
- 0 points for poor results and/or a lack of solutions to issues raised by the audits.

The total points \_\_\_\_\_ must now be divided by 3 and multiplied by 15%.

**The factored total is:** \_\_\_\_\_

**Sample Agreement DIA Exhibit  
Insurance Certificate**

**PLEASE GIVE THIS FORM TO YOUR INSURANCE AGENT FOR COMPLETION. THIS IS THE ONLY CERTIFICATE FORM THAT WILL BE ACCEPTED BY THE CITY AND COUNTY OF DENVER.**

**CITY AND COUNTY OF DENVER  
CERTIFICATE OF INSURANCE FOR BUSINESS ENTITIES**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:  
CITY AND COUNTY OF DENVER  
Manager of Aviation  
Denver International Airport  
8500 Pena Boulevard  
Attention: Steve Davis

Name and Address of Insured:

*Hospital Shared Services  
First Watch Security Services  
1395 So. Platte River Dr.  
Denver, CO 80223*

**CONTRACT NAME AND NUMBER TO WHICH THIS INSURANCE APPLIES: CE**

**I. MANDATORY COVERAGE**

**WC-1 Colorado Workers' Compensation and Employer Liability Coverage**

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
Colorado Workers' Compensation Statutory Limits and Employer Liability	Employer's Liability Limits \$100, \$500, \$100 <i>5000 EL Co. - Colorado Work Comp</i>	<i>Safety Partners, Co. SP8043-20</i>	<i>4/1/05 - 4/1/06</i>

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

- All States Coverage or Colorado listed as a covered state for the Workers' Compensation
- Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

**CGL-5. Commercial General Liability Coverage**

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)	Each Occurrence: <i>\$1,000,2000</i> General Aggregate Limit: <i>\$2,000</i> Products-Completed Operations Aggregate Limit: <i>\$1,000,2000</i> Personal & Advertising Injury: <i>\$1,000,2000</i> Fire Damage Legal (Any one fire \$50 (\$300 if a City facility is leased))	<i>Nautilus Ins. Co. BK 0010230-0</i>	<i>12/1/04 - 12/1/05</i>

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

- City, its officers, officials and employees as additional insureds.
- Coverage for defense costs of additional insureds outside the limits of insurance.
- Contractual Liability.
- Waiver of Subrogation and Rights of Recovery, in favor of the City and County of Denver.
- If liquor may be sold, then Liquor Legal Liability, with City as additional insured, is required.

**BAL-1. Business Automobile Liability Coverage**

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
Business Automobile Liability (coverage at least as broad as ISO form CA 0001)	Combined Single Limit --\$1,000	Clarendon Ins. Co DISHAN 00001642	12/1/04 - 12/1/05

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

- Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
- Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

**II. ADDITIONAL COVERAGE**

**CRM-1. Crime: Money & Securities of Others / Employee Dishonesty/Computer Fraud (per box checked)**

Coverage	Minimum Limits of Liability	Policy No. & Company	Policy Period
<input type="checkbox"/> CRM-1-A. Money and Securities of Others	Limit: Maximum amount of funds in care, custody or control at any one time  \$ 500,000	Federal Ins. Co 6800-8538	4/1/05 - 4/1/06
<input checked="" type="checkbox"/> CRM-1-B. Employee Dishonesty			
<input type="checkbox"/> CRM-1-C. Computer Fraud.			

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

- Coverage must extend to cover all City funds in the care, custody and control of the Insured by endorsement; endorsement must apply coverage directly to City via third party endorsement.

**UL-2 Umbrella Liability**

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
Umbrella Liability [X] Unescorted airside access	Each occurrence and Aggregate \$9,000 XS Auto - 1 mil - XS Auto - 8 mil - <del>XS Unescorted - 4 mil -</del>	Seymour - 0290382 - North Union - XS 3462565 - <del>Auto Ins -</del>	12/1/04 - 12/1/05 12/1/04 - 12/1/05

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

- City, its officers, officials and employees as additional insureds.
- Coverage in excess of, and at least as broad as, the primary policies in section WC-1, CGL-1 and BAL-1.

**III. ADDITIONAL CONDITIONS**

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.

3. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the Insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
4. Advice of renewal is required.
5. All insurance companies issuing policies hereunder must carry at least an A VIII rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
6. Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
7. No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

**IV. NOTICE OF CANCELLATION**

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, the issuing company or its authorized Agent shall mail to the address shown above, by mail, return receipt requested, forty-five (45) days prior written notice (ten (10) days for non-payment of premium), referencing the contract/project number set forth herein.

**V. CERTIFICATE VERIFICATION BY AUTHORIZED INSURANCE AGENT**

STATE OF Ohio )  
 ) SS:  
 COUNTY OF Cuyahoga )

I, HAROLD G. FIDELS, being first duly sworn, state and aver, under penalty of law, that I am familiar with the insurance coverage maintained by the Insured, \_\_\_\_\_; that I have reviewed the coverage requirements set forth in the foregoing Certificate of Insurance; that I have completed the foregoing Certificate and; that the information contained in the Certificate is true and correct to the best of my knowledge and the referenced policies are in full force and effect. I further state and aver, under penalty of law, that I am authorized by the identified companies to place the coverage specified in the Certificate and I understand that the City will rely on the representations I have provided.

This Information is provided for City and County of Denver Contract Name \_\_\_\_\_ and Contract No. \_\_\_\_\_

By: [Signature] Agency: Britton-Halliday Associates Inc.  
 (Signature)

Title: V. Pres.

Producer License Number: NP1000078531e State of: Colorado

Telephone number with Area Code: 440-298-4711

Subscribed and sworn to before me by Harold G. Fidels, on the 12th day of May, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 5/31/07

[Signature]  
 Notary Public

**FIRST AMENDMENT TO SECURITY GUARD AGREEMENT**

THIS FIRST AMENDMENT TO SECURITY GUARD AGREEMENT, made and entered into this 7<sup>th</sup> day of March, 2006 by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("the City"), Party of the First Part, and HOSPITAL SHARED SERVICES, INC. dba FIRSTWATCH SECURITY SERVICES, a Colorado corporation ("the Contractor"), Party of the Second Part;

**WITNESSETH:**

**WHEREAS**, the parties hereto entered an Agreement dated July 5, 2005, for professional security services (the "Existing Agreement"); and

**WHEREAS**, the parties now desire to amend the Existing Agreement to clarify certain terms thereof to align and comply with the Contractor's proposal and the negotiated terms of the Agreement; and

**WHEREAS**, the parties now desire to expand the scope of security staff positions that might be drawn upon under this Agreement,

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

1. The following subparagraphs are added after subparagraph 5.11 J.:

**K. SECURITY EXIT AGENTS**

Security Exit Agents furnished under this Agreement shall possess a high school diploma or a GED. All Security Exit Agents must meet the training requirements set forth in Section 5.07 of this Contract. All Security Exit Agents should be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, running and self defense. They must be capable of handling a 25 lb. fire extinguisher and capable of lifting or assist in lifting a small child or handicapped person in the case of a building evacuation. The Security Agent position shall require random drug testing. The cost of random drug testing shall be borne by the Contractor and shall not be a reimbursable expense.

**Essential Duties**

1. Monitors Security Screening exit areas for illegal entry into sterile areas.
2. Monitors physical alarm systems, fire protection and radio traffic.

3. Enforces patron and staff compliance with general safety and security rules and regulations.
4. Reports fires, acts of vandalism, theft, illegal entry, and any other unauthorized or irregular activity to the Security Dispatcher.
5. Observes all common safety practices.
6. Performs other related duties as assigned or requested.

### **Minimum Qualifications**

1. **Integrity/Honesty:** displays high standards of ethical conduct and understands the impact of violating these standards on an organization, self, and others; chooses an ethical course of action, is trustworthy.
2. **Conscientiousness:** Displays a high level of effort and commitment towards performing work; demonstrates responsible behavior.
3. **Interpersonal Skills:** Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others; relates well to different people from varied backgrounds and different situations.
4. **Verbal Skills:** Must be able to speak and articulate in English, to communicate ideas and concepts in words to the appropriate audience with emphasis on verbal radio communication skills.
5. **Technical Competence:** Knowledge of how to perform one's job. Refers to specialized knowledge that is acquired through formal training and extensive on-the-job experience.
6. **Customer Service:** Works and communicates with clients and customers (both internal and external customers) to satisfy their expectations. Committed to continuous quality improvement.
7. **Reading:** Learns from written material by determining the main idea or essential message. Recognizes correct English grammar, punctuation, and spelling.
8. **Listening:** Receives, attends to, interprets, and responds to verbal messages and other cues such as body language in ways that are appropriate to listeners and situations.
9. **Manages and Organizes Information:** Identifies a need; gathers, organizes, and maintains information; determines its importance and accuracy, and communicates it by a variety of methods.

10. Knowledge of building safety and security sufficient to be able to respond to a variety of emergency and urgent situations.
11. Knowledge of safety hazards and necessary safety precautions sufficient to be able to establish a safe working environment.
12. Skill in communicating and presenting factual information related to the work assignment.
13. Skill in establishing and maintaining effective working relationships with other employees, organizations, and the public.
14. Skill in understanding and applying oral, written, illustrated, or demonstrated instructions.
15. Skill in enforcing rules and regulations.
16. Skill in investigating information relative to the work assignment.
17. Flexibility: Adapts quickly to changes.
18. Reasoning: Discovers or selects rules, principles, or relationships between facts and other information.
19. Skill in reacting calmly and effectively in emergency and stressful situations.
20. Skill in examining and verifying documents for accuracy, completeness and correcting errors.
21. Skill in the interpretation and application of written guidelines, precedents, and work practices to standardized work situations or specific cases.

#### **L. DOCUMENT VERIFICATION AGENTS**

Document Verification Agents furnished under this Agreement shall possess a high school diploma or a GED. All Document Verification Agents must meet the training requirements set forth in Section 5.07 of this Contract. All Document Verification Agents should be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, running and self defense. They must be capable of handling a 25 lb. fire extinguisher and capable of lifting or assist in lifting a small child or handicapped person in the case of a building evacuation. The Document Verification position shall require random drug testing. The cost of random drug testing shall be borne by the Contractor and shall not be a reimbursable expense.

## **Essential Duties**

1. Verifies individual government issued picture identification from the traveling public in accordance with federal regulations.
2. Ensure proper intent to travel guidelines are adhered to at all times.
3. Reports fires, acts of vandalism, theft, illegal entry, and any other unauthorized or irregular activity to the Security Dispatcher.
4. Assists customers by providing facility, exit, and lost-and-found information.
5. Observes all common safety practices.
6. Performs other related duties as assigned or requested.

## **Minimum Qualifications**

1. **Integrity/Honesty:** displays high standards of ethical conduct and understands the impact of violating these standards on an organization, self, and others; chooses an ethical course of action, is trustworthy.
2. **Conscientiousness:** Displays a high level of effort and commitment towards performing work; demonstrates responsible behavior.
3. **Interpersonal Skills:** Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others; relates well to different people from varied backgrounds and different situations.
4. **Verbal Skills:** Must be able to speak and articulate in English, to communicate ideas and concepts in words to the appropriate audience with emphasis on verbal radio communication skills.
5. **Technical Competence:** Knowledge of how to perform one's job. Refers to specialized knowledge that is acquired through formal training and extensive on-the-job experience.
6. **Customer Service:** Works and communicates with clients and customers (both internal and external customers) to satisfy their expectations. Committed to continuous quality improvement.
7. **Reading:** Learns from written material by determining the main idea or essential message. Recognizes correct English grammar, punctuation, and spelling.

8. **Listening:** Receives, attends to, interprets, and responds to verbal messages and other cues such as body language in ways that are appropriate to listeners and situations.
9. **Manages and Organizes Information:** Identifies a need; gathers, organizes, and maintains information; determines its importance and accuracy, and communicates it by a variety of methods.
10. **Knowledge of building safety and security** sufficient to be able to respond to a variety of emergency and urgent situations.
11. **Knowledge of safety hazards and necessary safety precautions** sufficient to be able to establish a safe working environment.
12. **Skill in communicating and presenting factual information** related to the work assignment.
13. **Skill in establishing and maintaining effective working relationships** with other employees, organizations, and the public.
14. **Skill in understanding and applying oral, written, illustrated, or demonstrated instructions.**

#### **M. SECURITY RUNNER**

Security Runners furnished under this Agreement shall possess a high school diploma or a GED. All Security Runners must meet the training requirements set forth in Section 5.07 of this Contract. All Security Runners should be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, running and self defense. They must be capable of handling a 25lb. fire extinguisher and capable of lifting or assist in lifting a small child or handicapped person in the case of a building evacuation. The Security Runner position shall require random drug testing. The cost of random drug testing shall be borne by the Contractor and shall not be a reimbursable expense.

#### **Essential Duties**

1. Assists general public with personal item divesting into approved screening tubs.
2. Assists TSA Screening Checkpoint efficiency by providing essential customer service prior to entering the magnetometer and x-ray machines.
3. Reports fires, acts of vandalism, theft, illegal entry, and any other unauthorized or irregular activity to the Security Dispatcher.

4. Assists customers by providing facility, exit, and lost-and-found information.
5. Observes all common safety practices.
6. Performs other related duties as assigned or requested.

### **Minimum Qualifications**

1. **Integrity/Honesty:** displays high standards of ethical conduct and understands the impact of violating these standards on an organization, self, and others; chooses an ethical course of action, is trustworthy.
2. **Conscientiousness:** Displays a high level of effort and commitment towards performing work; demonstrates responsible behavior.
3. **Interpersonal Skills:** Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others; relates well to different people from varied backgrounds and different situations.
4. **Verbal Skills:** Must be able to speak and articulate in English, to communicate ideas and concepts in words to the appropriate audience with emphasis on verbal radio communication skills.
5. **Technical Competence:** Knowledge of how to perform one's job. Refers to specialized knowledge that is acquired through formal training and extensive on-the-job experience.
6. **Customer Service:** Works and communicates with clients and customers (both internal and external customers) to satisfy their expectations. Committed to continuous quality improvement.
7. **Reading:** Learns from written material by determining the main idea or essential message. Recognizes correct English grammar, punctuation, and spelling.
8. **Listening:** Receives, attends to, interprets, and responds to verbal messages and other cues such as body language in ways that are appropriate to listeners and situations.
9. **Manages and Organizes Information:** Identifies a need; gathers, organizes, and maintains information; determines its importance and accuracy, and communicates it by a variety of methods.
10. **Knowledge of building safety and security** sufficient to be able to respond to a variety of emergency and urgent situations.

11. Knowledge of safety hazards and necessary safety precautions sufficient to be able to establish a safe working environment.
12. Skill in communicating and presenting factual information related to the work assignment.
13. Skill in establishing and maintaining effective working relationships with other employees, organizations, and the public.
14. Skill in understanding and applying oral, written, illustrated, or demonstrated instructions.
15. Skill in enforcing rules and regulations.
16. Skill in investigating information relative to the work assignment.
17. Flexibility: Adapts quickly to changes.
18. Reasoning: Discovers or selects rules, principles, or relationships between facts and other information.
19. Skill in reacting calmly and effectively in emergency and stressful situations.
20. Skill in examining and verifying documents for accuracy, completeness and correcting errors.
21. Skill in the interpretation and application of written guidelines, precedents, and work practices to standardized work situations or specific cases.

2. The title of Paragraph 10.03 is changed to **10.03 BENEFITS AND VACATION PAY.**
3. Paragraph **10.03 B.** of the Existing Agreement is replaced by the following:

#### **B. VACATION PAY**

##### **1. Minimum and Accrual Dates**

- a. **Minimum Paid Time Off:** At a minimum, Contractor's employees hired or assigned to work at the Airport shall accrue 48 hours of paid time off during their first year (i.e. 2080 hours of continuous service) at DIA under this Agreement, 56 hours of paid time off during their second year of continuous service at DIA under this Agreement, and 64 hours of paid time off during their third year of continuous service at DIA under this Agreement.

- b. Contractor's Employees Who Began Working at DIA Prior to the Start of this Agreement:** Contractor's employees working for the Contractor at DIA prior to the start of this contract will accrue 48 hours of paid time off on the anniversary of their hire date following the start of this contract (2,080 hours of continuous service); 56 hours on the second anniversary; and 64 hours on the third anniversary.
- c. Contractor's Employees Who Began Working at DIA after the start of this Agreement:** Paid time off hours will be accrued from the date of employment. During the first year of employment, paid time off will not be considered to be earned and cannot be taken until employee completes one year (2080 hours) of employment. An employee not completing one year (2080 hours) of service will not have earned any paid time off.
- d.** Paid time off must be taken within the employment year following the year in which the paid time off was earned.
- e.** The use of part-time employees to avoid these benefits is prohibited, and is a substantial breach of this Agreement.

**2. City's Portion of Paid Time off to Contractor's Employees:**

- a.** The City will pay the Contractor to compensate it for any paid time off for Contractor's employees as set forth in B.1.a. and b., above. During the course of this Agreement, any paid time off taken by an employee will be billed to the City at the employee's billing rate as shown in Exhibit C.
- b.** At the end of the Agreement term, including extensions to the original term, if any, the City shall pay Contractor for all accrued but unused paid time off earned under this agreement for eligible employees then working at DIA under this Agreement, at employee's then-current rate of pay, not the employee's billing rate shown in Exhibit C.
- c.** The City will be invoiced for paid time off in the pay period in which the paid time off is used.

**4.** Exhibit C, Paragraph 3.19.a.4, Shift Supervisors is changed from 29,200 hours/year to 23,360 hours/year. Paragraph 3.19.a.9, Screeners is changed from 17,520 hours/year to 56,940 hours/year.

5. Exhibit C, add paragraphs 3.19.a.10, 3.19.a.11 and 3.19.a.12 as follows:

3.19.a.10 Exit Security Agents

(Hours as agreed between the City and Contractor)

Net Unit Price per hour \$ 18.97.

3.19.a.11 Document Verification Agents

(Hours as agreed between the City and Contractor)

Net Unit Price per hour \$ 18.97.

3.19.a.12 Security Runners

(Hours as agreed between the City and Contractor)


Net Unit Price per hour \$ 16.87.

6. Except as modified or amended by this First Amendment to Security Guard Agreement, all terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as if fully set forth herein.

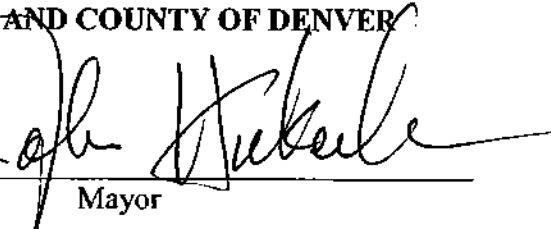
7. This First Amendment to Security Guard Agreement shall not become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

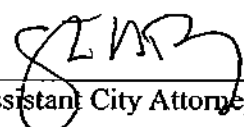
ATTEST:  
  
\_\_\_\_\_  
WAYNE E. VADEN, Clerk and Recorder, Ex-officio Clerk of the City and County of Denver



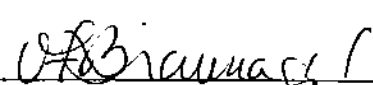
CITY AND COUNTY OF DENVER  
  
\_\_\_\_\_  
Mayor

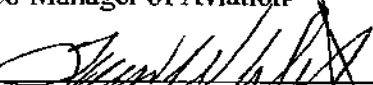
APPROVED AS TO FORM:

COLE FINEGAN, City Attorney for the City and County of Denver

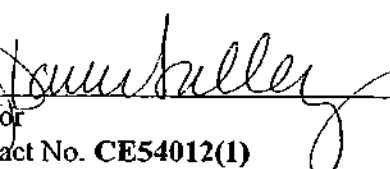
By   
\_\_\_\_\_  
Assistant City Attorney

RECOMMENDED AND APPROVED:

By   
\_\_\_\_\_  
Co-Manager of Aviation

By   
\_\_\_\_\_  
Co-Manager of Aviation

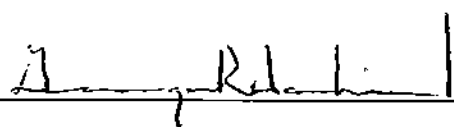
REGISTERED AND COUNTERSIGNED:

By   
\_\_\_\_\_  
Auditor  
Contract No. CE54012(1)

“CITY”

PARTY OF THE FIRST PART

HOSPITAL SHARED SERVICES

By:   
\_\_\_\_\_  
Title: PRESIDENT

“CONTRACTOR”

PARTY OF THE SECOND PART