

1 BY AUTHORITY

2 ORDINANCE NO. _____

COUNCIL BILL NO. _____

3 SERIES OF 2010

COMMITTEE OF REFERENCE:

4 ECONOMIC DEVELOPMENT

5 A BILL

6 For an ordinance approving a proposed Second Amendment to Agreement between the
7 City and County of Denver and RMES Communications, Inc. concerning pay telephone
8 services at Denver International Airport.

9
10 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The proposed Second Amendment to Agreement between the City and County of
12 Denver and RMES Communications, Inc. in the words and figures contained and set forth in that form
13 of the Second Amendment filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City
14 and County of Denver, on the 3rd day of June, 2010, City Clerk's Filing No. 05-681-B is
15 hereby approved.

16
17 COMMITTEE APPROVAL DATE: May 28, 2010

18 MAYOR-COUNCIL DATE: June 1, 2010

19 PASSED BY THE COUNCIL _____ 2010

20 _____ - PRESIDENT

21 APPROVED: _____ - MAYOR _____ 2010

22 ATTEST: _____ - CLERK AND RECORDER,
23 EX-OFFICIO CLERK OF THE
24 CITY AND COUNTY OF DENVER
25

26 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2010 _____ 2010

27 PREPARED BY: George "Skip" Gray, III, ~~ST~~ DATE: June 3, 2010

28 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
29 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
30 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
31 of the Charter.
32

33 David R. Fine, City Attorney

34 BY: _____, _____ City Attorney

35 DATE: June 3, 2010

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2010 by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation acting for and on behalf of its Department of Aviation ("City"), Party of the First Part, and **RMES COMMUNICATIONS, INC.**, a Colorado corporation ("Concessionaire"), Party of the Second Part.

RECITALS

A. The City and Concessionaire entered into an Agreement dated September 6, 2005 and a First Amendment to Agreement dated November 25, 2008 (collectively, the "Original Agreement") for a pay telephone concession at Denver International Airport ("Airport").

B. Concessionaire has requested and the City has agreed to extend the term of the Original Agreement to expire at the same time as Concessionaire's Internet Kiosk Agreement and to adjust the Minimum Annual Guarantee (MAG) for both agreements.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The Original Agreement hereby is amended by deleting the Summary Page attached thereto and replacing it with the attached Summary Page, which is fully incorporated herein by this reference. The attached Summary Page reflects the agreement between the Parties to enlarge the term to expire January 31, 2013, reduce the Minimum Annual Guarantee effective as of January 1, 2010 from \$174,373 to \$60,000 without change in the Percentage Compensation Fee, the Monthly Minimum Guarantee will become \$5,000 or 17% of Gross Revenues, whichever is greater. The Performance Guarantee shall be correspondently reduced to \$30,000.

2. As consideration for extending the term hereof, reducing the compensation and performance guaranty requirements, and revising the liquidated damages provision related to minimum levels of service, Concessionaire agrees to remove or relocate, at Concessionaire's own cost and expense and upon a mutually agreed upon date but not later than July 1, 2010, certain pay telephones, TDD/TTY telephone devices and pre-paid calling card vending machines/units located in the east and west center cores and sub-cores of Concourses A, B and C to other locations in the Airport designated and approved by the City and identified on by written instructions to be supplied by the City; **Exhibit A**; at which time, the minimum service levels Concessionaire will be required to maintain under this Agreement will be reduced from 200 to 150 Pay Telephones and from 17 to 10 pre-paid phone card vending machines/units, and all references to the minimum number of Pay Telephones and the minimum number of Pre-Paid Phone Card Vending machines stated elsewhere in this Agreement, shall be and hereby are conformed to these new requirements.

3. There shall be no reduction in TDD/TTY telephone devices and Concessionaire agrees that it shall not remove or relocate TDD/TTY telephone devices without the prior written approval of the City. Additionally, Concessionaire agrees to comply with all ADA rules and

regulations including, but not limited to, providing and posting City approved signage identifying the nearest ADA compliant telephone.

4. The Original Agreement hereby is further amended by deleting **Exhibit A** attached to the Original Agreement and replacing it with **Exhibit A** appended hereto and incorporated herein by this reference. This revised **Exhibit A** identifies the current location of each Pay Telephone, TDD/TTY Telephone Device and pre-paid calling card vending machines/units. Concessionaire agrees and acknowledges that prior Concession Equipment Locations may no longer be used by Concessionaire unless pre-approved by the City in writing and listed on **Exhibit A**, and agrees that no Pay Telephone or pre-paid phone card vending machines/unit shall be moved or relocated without the prior written approval of the City..

5. Section 2.05 of the Original Agreement (Concession Equipment) hereby is amended by deleting said section entirely and replacing it with the following:

2.05 CONCESSION EQUIPMENT

"Concession Equipment" shall mean all PPC Vending Units, all Pay Telephones and associated equipment, hardware, software and personal property, including any pre-manufactured enclosures or new faceplates for City-owned enclosures installed by Concessionaire under this Agreement.

6. Section 2.15 of the Original Agreement (Manager's Authorized Representative) hereby is amended by deleting said section entirely and replacing it with the following:

2.15 MANAGER'S AUTHORIZED REPRESENTATIVE

Whenever reference is made herein to "Manager or his authorized representative," or words of similar import are used, the City's Deputy Manager of Aviation – Revenue and Business Development ("Deputy Manager") shall be such authorized representative for the purpose of administering, coordinating and approving the Concessionaire's performance of its obligations under this Agreement, except for actions and approvals expressly reserved to the Manager under this Agreement. The Manager may at any time revoke or change such authorized representative by written notice to Concessionaire. The Deputy Manager's authorized representative for day-to-day operational administration of Concessionaire's activities under this Agreement is the Director of Concessions. The Deputy Manager's authorized representative for day-to-day administration of financial matters under this Agreement, including revenue reports, payments, bonds and insurance is the Project Manager. The Deputy Manager may at any time revoke or change such authorized representatives by written notice to Concessionaire.

7. Section 3.07 of the Original Agreement (Enclosures) hereby is amended by deleting said section entirely and replacing it with the following:

3.07 ENCLOSURES

The City presently owns certain custom-built Pay Telephone enclosures and certain manufactured payphone containment fabrications (e.g. ADCO 90L

Clamshell Pedestals; PBG Model 800, etc.) (collectively, "enclosures") that are in use or in storage at the Airport. Concessionaire may use any of the enclosures at no charge, if the City determines that such use would be appropriate, as noted on **Exhibit A**. The City will bear the cost to maintain, repair and refurbish these enclosures as necessary, and the enclosures will remain the property of the City. In order to install certain upgraded Pay Telephones Concessionaire was given permission by the City to install new faceplates onto certain City-owned enclosures. The Parties agree hereby that faceplates installed by Concessionaire to accommodate upgraded Pay Telephones are deemed Concession Equipment for all purposes under this Agreement.

8. Section 3.08 of the Original Agreement (Review by City and Concessionaire) hereby is amended by deleting said section entirely and replacing it with the following:

3.08 REVIEW BY CITY AND CONCESSIONAIRE

The City and Concessionaire will from time to time during the term of this Agreement review together Concessionaire's operations under this Agreement and developments in the telecommunications industry, in order to determine whether the traveling public would be better served if new or improved equipment, services or technologies were made available by Concessionaire at the Airport under this Agreement. The parties acknowledge that the addition of new products, equipment or services may require amendment to this Agreement.

9. Section 4.01 of the Original Agreement (Term) hereby is amended by deleting said section entirely and replacing it with the following:

4.01 TERM

"Term" shall mean the period commencing at noon on the Effective Date stated on the Summary Page and expiring at noon on the Expiration Date specified on the Summary Page. The Manager in her sole and absolute discretion may extend the Term for no more than one (1) three (3) year period, if such extended term is determined to be in the best interest of the City ("Extended Term"). The City's option to extend the Term shall be exercised by written notice ("Extension Notice") signed by the Manager delivered to Concessionaire, no later than ninety (90) days prior to the end of the Term. Concessionaire must consent in writing to the exercise of the option to extend no later than sixty (60) days after the date when the Extension Notice is delivered to Concessionaire or the Term shall not be extended. If the Term is extended, Compensation payable during the Extended Term shall be as stated in Section 5.01 and Concessionaire agrees that its failure to remain financially current throughout the Term or Extended Term and cure any monetary delinquency within thirty days from written demand from the City shall give the City the right to convert the Term or Extended Term to a month to month tenancy or pursue any other remedy available to the City in this Agreement, at law or in equity.

10. Section 4.02 of the Original Agreement (Surrender of Concession Equipment Locations) hereby is amended by deleting said section entirely and replacing it with the following:

4.02 SURRENDER OF CONCESSION EQUIPMENT LOCATIONS

Upon the expiration or earlier termination of this Agreement or on the date specified in any demand for possession by City after any Default by Concessionaire, Concessionaire covenants and agrees to surrender possession of the Concession Equipment Locations and City-owned enclosures to the City in the same condition as when first occupied, ordinary wear and tear excepted and remove the Concession Equipment (except that Concessionaire agrees to surrender or remove certain faceplates described in Section 3.07 at the City's option). Concessionaire covenants and agrees to cooperate with the City's closeout procedures. The Parties agree that Concessionaire will have no responsibility for removing signage attached to any faceplates the City asks Concessionaire to surrender.

11. Paragraph B of Section 5.01 of the Original Agreement (Compensation), hereby is amended and given effect as of January 1, 2010 by deleting the following sentence: "The foregoing notwithstanding, during the Extended Term, the term 'Minimum Annual Guarantee' shall mean \$174,373.00, which shall be paid annually in equal monthly installments of \$14,532 as provided in Section 5.03A."

12. Section 6.03 of the Original Agreement (Operations) hereby is amended by deleting Paragraph J of said section entirely.

13. Section 6.07 of the Original Agreement (Liquidated Damages Related to Minimum Levels of Service) hereby is amended by deleting said section entirely and replacing it with the following:

6.07 LIQUIDATED DAMAGES RELATED TO MINIMUM SERVICE, MAINTENANCE AND RESTORATION STANDARDS

On the first Wednesday of June, 2010 and on the first business day of each month thereafter, a representative of Concessionaire and an Airport representative will inspect all payphones, TDD/TTY telephone devices and vending machines/units to confirm that the minimum service, maintenance and restoration standards, required by this Agreement and also described in *Exhibit D* of this Agreement have been met. In the event that such inspection determines that Concessionaire does not meet these minimum standards, Concessionaire will then be given a 48 hour grace period to make necessary repairs, replace or restore service to the telephones or units or otherwise come into compliance with the minimum standards required by this Agreement. On the next business day following the 48-hour grace period, a representative of Concessionaire and an Airport representative will re-inspect the telephones, devices and/or machines/units that were identified as presenting compliance issues to ensure the equipment has been repaired, restored or replaced. In the event the minimum standards are not met after the 48-hour grace period, liquidated damages in the amount of \$10 multiplied by the number of telephones, devices and/or machines/units falling below the required minimum standards will be calculated by Concessionaire, noted on Concessionaire's Monthly Report and paid to the City without demand, on the 10th day of the month, together with Concessionaire's Percentage Compensation Fee, if any. The Parties agree in the event that Concessionaire fails to meet with the Airport's representative for

inspection or re-inspection within the times stated above, Concessionaire agrees to pay to the City, without demand, on the 10th day of the month in which Concessionaire failed to meet, liquidated damages of \$100, which amount after the third missed meeting increases to \$500 for the remainder of the Term or any Extended Term.

14. The Original Agreement hereby is further amended by deleting Exhibit D and D1 entirely and replacing them with the ***Exhibit D, Equipment and Service Requirements***, appended hereto and incorporated herein by this reference.

15. Section 6.09 of the Original Agreement (Compliance) hereby is amended by adding the following Paragraph:

Prevailing Wage Obligation. Concessionaire and its contractor and sub contractors shall pay to every worker, laborer or mechanic employed by them in the performance of any work at DIA that is covered by §20-76 of the Denver Revised Municipal Code, prevailing wages, including fringe benefits or their cash equivalent, for the same class and kind of work in the City and County of Denver, as determined by the Career Service Board under the provisions of Section 20-76 of the Denver Revised Municipal Code and shall furnish to the City for each week during which covered work was performed copies of certified payroll records for all such workers

16. Section 6.20 of the Original Agreement (Removal of Concessionaire's Equipment) hereby is amended by deleting said section entirely and replacing it with the following:

6.20 REMOVAL OF CONCESSIONAIRE'S EQUIPMENT

Except as it concerns the option reserved to the City in Section 4.02, Concessionaire shall retain title to and shall remove, at its sole cost, prior to the expiration or termination of this Agreement, all of Concessionaire's Equipment. If such removal shall injure or damage the Concession Equipment Locations or City-owned enclosures Concessionaire agrees, at its sole cost, at or prior to the expiration or termination of this Agreement, to repair such injury or damage in good and workmanlike fashion and to place the Concession Equipment Locations or City-owned enclosure, in the same condition as the Concession Equipment Locations or City-owned enclosure, would have been if such Concessionaire's Equipment had not been installed. If Concessionaire fails to remove any of Concessionaire's Equipment by the expiration or termination of this Agreement, City may, at its option, keep and retain any such Concessionaire's Equipment or dispose of the same and retain any proceeds therefrom, and City shall be entitled to recover from Concessionaire any costs of City or in removing the same and in restoring the Concession Equipment Locations or City-owned enclosure, in excess of the actual proceeds, if any, received by City from disposition thereof.

17. Paragraph E of Section 6.22 of the Original Agreement (Reporting of Requirements) hereby is amended by deleting said paragraph entirely.

18. Section 11.01 of the Original Agreement (Advertising and Public Displays) hereby is amended by deleting said section entirely and replacing it with the following:

11.01 SIGNAGE, ADVERTISING AND PUBLIC DISPLAYS:

A. Concessionaire is responsible for the fabrication, installation and removal of signage. Concessionaire shall not install or have installed or allow to be installed upon the Concession Equipment or Concession Equipment Locations, without the prior written approval of the Manager or his authorized representative, any sign, either lighted or unlighted, poster or other display of advertising media, including material supplied by manufacturers of merchandise offered for sale, as well as other types of display specified in the DIA Design Standards or DIA Tenant Development Guidelines. Permission will not be granted for any advertising that fails to comply with DIA Design Standards, or any advertising material, fixture or equipment that is not affixed to the equipment or enclosures. The City reserves the right to require unapproved signage be immediately removed and Concessionaire agrees to remove unapproved signage at Concessionaire's own cost and expense. Concessionaire shall coordinate with the Airport's advertising concessionaire to ensure any advertising generated by Concessionaire will not infringe upon such advertising agreement with the City.

B. The Airport requires and Concessionaire agrees, as soon as practicable following execution of this Second Amendment, to post signs at its own cost and expense to inform the consumer of all charges incurred, including deposits or holds, for calls made with credit and debit cards. In the case of deposits or holds, signage must include the time period in which the consumer can expect such deposits or holds to be refunded. Such signage must be pre-approved by the City. Such approval must be given in writing. To assist Concessionaire with its current marketing signage, the City will provide design advisory services and before Concessionaire installs such new, approved signage, the City will remove previously installed but unapproved signage from all enclosures. Thereafter, the cost and expense of changing and/or installing any signage will be borne entirely by Concessionaire. At the expiration or earlier termination of this Agreement, the City will assume responsibility for removing all signage affixed to Concession Equipment Locations, certain faceplates surrendered to the City and City-owned enclosures.

19. Except as modified or amended by this Second Amendment to Agreement, all of the terms, provisions and conditions of the Original Agreement shall remain valid, enforceable and in full force and effect as though fully set forth herein.

20. This Second Amendment to Agreement is expressly subject to, and shall not be or become effective or binding on the City, until it is approved by the Denver 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 Second Amendment as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

By _____
STEPHANIE Y. O'MALLEY Clerk
and Recorder, Ex-Officio Clerk of the City
and County of Denver

By _____
Mayor

APPROVED AS TO FORM:
DAVID R. FINE, Attorney
for the City and County of Denver

RECOMMENDED AND APPROVED:

By _____
Assistant City Attorney

By  _____
Manager of Aviation

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance

Contract Control No. AR54006 (2)

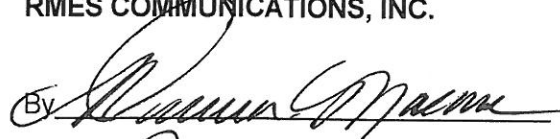
By _____
Auditor

Party of the First Part

ATTEST:

RMES COMMUNICATIONS, INC.

By _____
Witness

By  _____
Title President
Party of the Second Part

STANDARD AGREEMENT FOR CONCESSION EQUIPMENT LOCATIONS – DENVER INTERNATIONAL AIRPORT

**SUMMARY PAGE
RMES COMMUNICATIONS, INC.**

This Summary Page, consisting of three pages, is attached to and made a part of that certain Second Amendment to Agreement dated _____, 2010, between the City and County of Denver and the Concessionaire listed below.

CONCESSIONAIRE:

Name: RMES COMMUNICATIONS, INC.
Address: 1543 Champa St. #201, Denver, CO 80222
Contact: Herman Malone – President/CEO

CONCESSION LOCATION:

Concourse/Terminal: Terminal, Concourses A, B, & C, Public Parking Facilities, Ground Transportation Facilities and other public areas of the Airport all as designated on Exhibit A
Address: See Exhibit A
Square Feet: N/A

STORAGE SPACE LEASE:

Yes
Terminal R16-13-W8-N31-1 168.5 Sq. Ft
Terminal R16-13-E8-N31-1 260.1 Sq. Ft.

PERMITTED USES:

Effective 11/25/08
Install and integrate within the Airport public information system, operate, maintain, market and provide no fewer than 200 public Pay Telephones with credit card readers and local, long distance and international calling services and no fewer than 24 TDD/TTY telephone devices in compliance with revised ADA Accessibility Guidelines. Install, operate, maintain, market and provide no fewer than 17 prepaid phone card vending machines in the locations described on Exhibit A. Market at the Airport prepaid phone cards to the Airport Administration and to Airport retail concessionaires for their over the counter resale at the Airport.

Effective 7/1/010

The Minimum service level Concessionaire will be required to maintain will be reduced to 150 Pay Telephones and 10 Pre-Paid Phone Card Vending Machines/units and no fewer than 24 TDD/TTY telephone devices.



Initialed by Concessionaire

CONCESSION OPENING DATE:	Date the concession opens for business to the public; August 1, 2005.
HOURS OF OPERATION:	24 hours per day, 7 days per week as provided in Section 6.05.
Gates whose schedules determine opening hours per Section 6.05:	N/A
TERM:	September 5, 2005
Effective Date	January 31, 2013 or as extended pursuant to Section 4
Expiration Date:	
COMPENSATION:	
Initial Minimum Annual Guarantee:	\$120,000.00 or as provided in Section 5.01
Initial Minimum Monthly Guarantee	\$10,000.00 or as provided in Section 5.03A
Initial Percentage Compensation Fee:	16% of Gross Revenues
Effective November 25, 2008:	
Minimum Annual Guarantee:	\$174,373 or as provided in Section 5.01
Minimum Monthly Guarantee	\$14531.08 or as provided in Section 5.03A
Percentage Compensation Fee	17% of Gross Revenues
Effective January 1, 2010:	
Minimum Annual Guarantee:	\$60,000.00 or as provided in Section 5.01
Minimum Monthly Guarantee	\$5,000.00 or as provided in Section 5.03A
Percentage Compensation Fee	17% of Gross Revenues
PERFORMANCE GUARANTEE:	
Effective January 1, 2010	
50% of the Minimum Annual Guarantee:	\$30,000.00 or as provided in Section 8.03
REQUIRED MINIMUM INVESTMENT:	\$139,604.00
ANNUAL INVESTMENT PLEDGE	N/A
RENOVATION MINIMUM INVESTMENT:	N/A
RENOVATION COMPLETION DATE:	N/A
INSURANCE POLICY AMOUNTS:	
Comprehensive General Liability:	\$1,000,000
Automobile/Delivery Vehicle Liability:	\$1,000,000 non-airside; \$10,000,000 airside
Workers Compensation:	Statutory requirements
ACDBE GOALS	36%


 Initialed by Concessionaire

DESCRIPTION OF EXHIBITS AND ADDENDA:

Exhibit A	Concession Equipment Locations
Exhibit B	Disadvantaged Business Enterprise Participation
Exhibit C	Certificate of Insurance
Exhibit D	Equipment and Service Requirements
Exhibit X	Provisions for Design and Construction of Improvements
Appendix 1	Standard Federal Assurances
Appendix 2	Standard Federal Assurances, Nondiscrimination
Appendix 3	Nondiscrimination in Airport Employment Opportunities


Initialed by Concessionaire

STANDARD AGREEMENT FOR CONCESSION EQUIPMENT LOCATIONS – DENVER INTERNATIONAL AIRPORT

CONSTRUCTION SUMMARY PAGE
RMES COMMUNICATIONS, INC.

This Summary Page, consisting of one page, is attached to and made a part of that certain Second Amendment to Agreement dated _____, 2010 between the City and County of Denver and the Concessionaire named below.

CONCESSIONAIRE:

Name: RMES COMMUNICATIONS, INC.
Address: 1543 Champa St. #201,
Denver, CO 80222
Contact: Herman Malone – President/CEO

INSTALLATION, DESIGN AND CONSTRUCTION DEADLINE:

120 Calendar days from September 6, 2005

CONSTRUCTION PERFORMANCE AND PAYMENT BOND AMOUNTS:

100% of construction contract price

CONSTRUCTION INSURANCE POLICY AMOUNTS:

Builder's Risk: 100% of construction contract price
Minimum Commercial General Liability:
 Combined Single Limit: \$1,000,000
 General Aggregate: \$2,000,000
Business Auto Liability:
 Combined Single Limit: \$1,000,000
Workers Compensation: Statutory requirements

M/WBE DESIGN AND CONSTRUCTION GOALS:

0%



Initialed by Concessionaire

EXHIBIT D
EQUIPMENT AND SERVICE REQUIREMENTS

N. MINIMUM SERVICE STANDARDS; MAINTENANCE AND SERVICE RESTORATION STANDARDS

1. Concessionaire agrees at all times during the Term or Extended Term of this Agreement to use all commercially reasonable efforts to keep the minimum number of pre-paid phone card vending machines, Pay Telephones and TDD/TTY devices stated on the Summary Page in service, fully functional and in good working condition. Concessionaire agrees that the City may exercise any remedy provided in this Agreement, at law or in equity to address Concessionaire's failure to timely resolve presenting issues as described below unless the failure to meet these minimum standards is caused by the City.
2. Concessionaire agrees to maintain Concessionaire's Equipment in accordance with the standards and within the timeframes set forth below: Concessionaire shall promptly respond to service interruptions, trouble reports, out-of-service conditions due to a filled coin box, customer complaints, the City's complaints or any other such presenting issue and promptly service, and repair and/or replace Concessionaire's Equipment when necessary. The parties agree that promptly shall mean a response that completely resolves a presenting issue (clear interruptions, repair or replace defective equipment, respond to trouble reports, empty a filled coin box, respond to customer complaints or respond to complaints from the City) within 48 hours (Sundays and holidays excepted) of the onset or notice of the presenting issue. Notwithstanding the foregoing, in any circumstance that Concessionaire's commercially reasonable efforts to resolve a presenting issue requires a period longer than 48 hours as a result of a 3rd party delay beyond the control of the Concessionaire, the Concessionaire shall within 48 hours of onset or notice give a written explanation to the Project Manager of the delay and its cause along with the anticipated date on which the presenting issue will be fully resolved (e.g. the particular PPC unit, Pay Telephone or TDD/TTY device will be fully functional and returned to service) in which case, so long as the City concurs that Concessionaire's explanation and date for resolution is commercially reasonable.
3. Concessionaire shall provide the City "24/7," on-line, real-time remote access to equipment maintenance reports.
4. Within forty-eight (48) hours of receipt of a complaint from the City or from a user regarding Concessionaire's operations under this Agreement, Concessionaire shall provide a written response to the City during normal business hours (Mondays through Fridays). Such response shall include, at minimum, details of the complaint submitted, efforts coordinated as necessary with any service providers engaged by Concessionaire in providing services hereunder, and results of contact made with the user.
5. Pay Telephone sets must be cleaned periodically in order to maintain a clean and attractive environment for customers. A periodic joint City/Concessionaire physical inspection will occur once per month. Any persistent or unresolved service or maintenance issues will be cause for remedial action.

6. Coin will be collected and coin boxes emptied will be done per a pre-approved schedule designed to promptly avoid out-of-service conditions due to a filled coin box and collection must be done no less than at least once a week.
7. Lighting fixtures and lenses, panels, shelves and directory facilities must be repairable or replaceable without telephone service interruption.
8. Concessionaire must maintain dialing instructions and directories for Pay Telephones and TDD/TTY devices. Dialing instructions will be printed and installed on a separate sign apart from the phone face decal.

O. USER CHARGES

1. User Charges shall not be greater than 25% of the ILEC (QWEST) Colorado PUC TARIFF RATES for IntraLATA or InterLATA charges for the same call. The minimum toll charge shall not exceed 25% of the rate applicable for a one-minute connection.
2. Caller shall be able to make the following types of calls coin free and free of charge: 911, 711, Operator (for information), calls to 800 In-WATS number and requests for repair and refunds.
3. Within thirty (30) days following the date this First Amendment is fully executed and/or of any change in rates and annually during the month of June, Concessionaire shall submit a copy of their IntraLATA rates, including service charges, time of day discounts, etc. for both sent paid and non-sent paid calls.

P. INTRALATA SERVICE

1. Long distance calls must be timed and the customer must be notified prior to being cut off.
2. Advanced rate Information must be available to the customer through the operator or a toll free number.
3. Billing must begin when the called party goes off-hook (i.e. answer supervision must be available).
4. Operators must be available 24 hours per day, 7 days per week, including holidays.
5. The following operator services must be provided to users including TDD users:
 - Long Distance Directory Assistance including TDD/TTY information
 - Refunds and Credits
 - Collect Billing
 - Third Party Billing
 - Credit Card
 - Caller Assistance
 - Colorado Relay Service for TDD/TTY or Video Phone calls
 - Operator access through a TDD/TTY or Video Phone terminal

Q. STAFFING REPORTS AND WORK SCHEDULES

As required by the City Prevailing Wage Ordinance, on the 10th day of each month, Concessionaire will provide accurate and verified copies of weekly time cards showing the name, contact phone number (cell), title, duties, and hours worked of all company personnel assigned to DIA together with each monthly revenue report.

Exhibit A (as of 7/1/10)

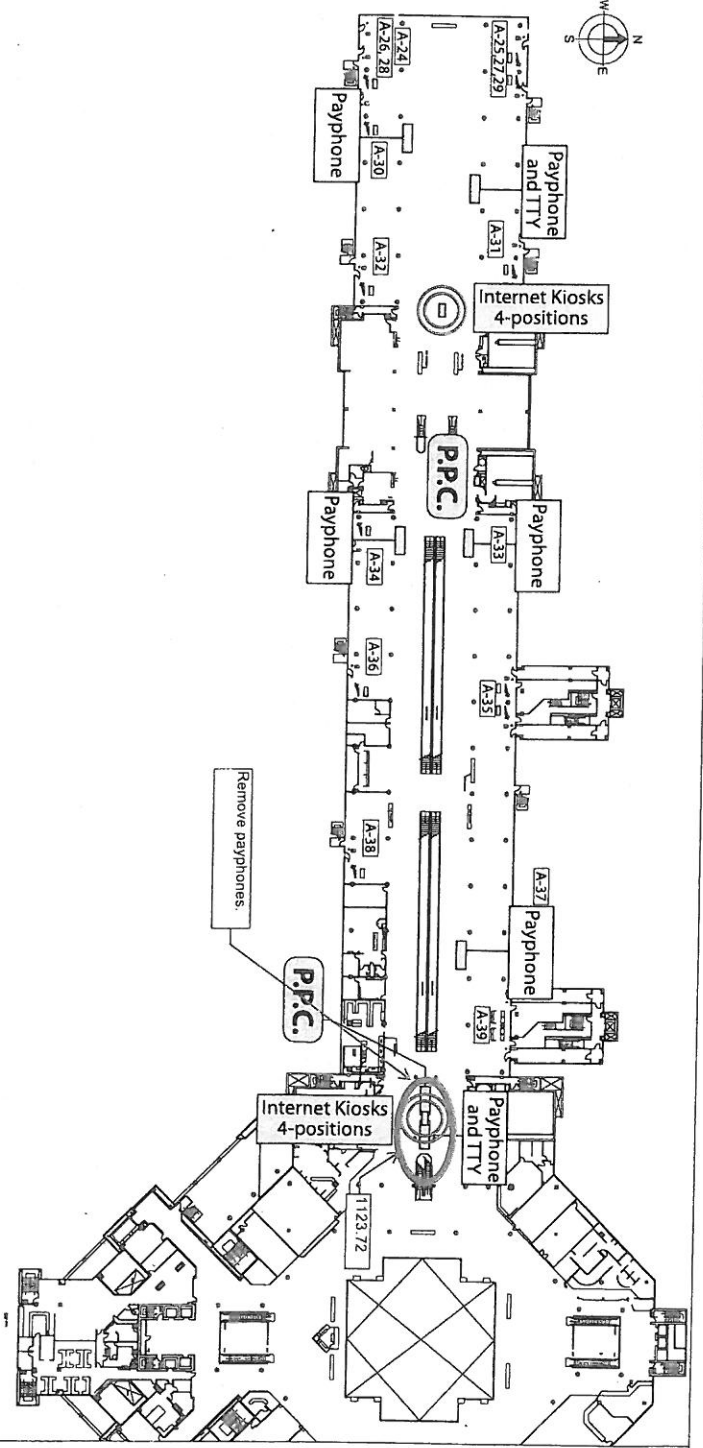
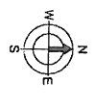
#	PHONE NUMBER	LOCATION	TTY
1	(303)348-9971	A CONC. COMMUTER AREA	
2	(303)317-9831	A CONC. COMMUTER LVL	
3	(303)342-8088	A CONC. GATE 29	
4	(303)342-8091	A CONC. GATE 29	
5	(303)342-8089	A CONC. GATE 29	TTY
6	(303)342-8100	A CONC. GATE 32	
7	(303)342-8185	A CONC. GATE 32	
8	(303)342-8103	A CONC. GATE 33	
9	(303)342-8085	A CONC. GATE 33	TTY
10	(303)317-9852	A CONC. GATE 34	
11	(303)342-8086	A CONC. GATE 34	
12	(303)342-8101	A CONC. GATE 37	
13	(303)342-8102	A CONC. GATE 37	
14	(303)317-9827	A CONC. Gate 39	
15	(303)317-9830	A CONC. GATE 41	
16	(303)348-9931	A CONC. GATE 41	
17	(303)342-8109	A CONC. GATE 42	
18	(303)348-9930	A CONC. GATE 45	
19	(303)342-8108	A CONC. GATE 45	
20	(303)317-9844	A CONC. GATE 46	
21	TBD	A CONC. GATE 46	
22	(303)348-9932	A CONC. GATE 48	
23	(303)342-8117	A CONC. GATE 48	
24	(303)342-8125	A CONC. GATE 48	
25	(303)342-8119	A CONC. GATE 48	TTY
26	(303)342-8111	A CONC. GATE 49	
27	(303)342-8115	A CONC. GATE 49	
28	(303)342-8110	A CONC. GATE 60	TTY
29	(303)348-9901	B CONC. GATE 35	TTY
30	TBD	B CONC. GATE 35	
31	(303)342-8141	B CONC. GATE 44	
32	(303)342-8146	B CONC. GATE 45	TTY
33	(303)342-8149	B CONC. B46 Wall	
34	(303)342-8238	B CONC. GATE 15 WALL	
35	TBD	B CONC. GATE 15 WALL	
36	TBD	B CONC. GATE 15 WALL	
37	(303)342-8230	B CONC. GATE 18 WALL	
38	(303)342-8236	B CONC. GATE 18 WALL	
39	(303)342-8233	B CONC. GATE 19	
40	(303)342-8232	B CONC. GATE 22	
41	(303)317-9820	B CONC. GATE 24 Wall	
42	(303)342-8222	B CONC. GATE 25	

43	TBD	B CONC. GATE 25	
44	(303)342-8214	B CONC. GATE 26	
45	TBD	B CONC. GATE 26	
46	(303)342-8212	B CONC. GATE 29	
47	(303)342-8206	B CONC. GATE 31	
48	(303)342-8207	B CONC. GATE 31 WALL	
49	TBD	B CONC. GATE 31 WALL	
50	(303)348-9903	B CONC. GATE 31 WALL	
51	(303)342-8200	B CONC. GATE 32	
52	TBD	B CONC. GATE 32	
53	(303)342-8196	B CONC. GATE 32.5	
54	(303)342-8199	B CONC. GATE 33	
55	TBD	B CONC. GATE 33	
56	(303)342-8254	B CONC. GATE 36	
57	TBD	B CONC. GATE 36	
58	(303)342-8191	B CONC. GATE 38	TTY
59	TBD	B CONC. GATE 38	
60	(303)342-8192	B CONC. GATE 38.5	
61	TBD	B CONC. GATE 38.5	
62	(303)342-8133	B CONC. GATE 39	
63	(303)342-8130	B CONC. GATE 42	
64	(303)342-8138	B CONC. GATE 43	
65	(303)342-8146	B CONC. GATE 45	TTY
66	(303)342-8151	B CONC. GATE 46 WALL	
67	(303)342-8188	B CONC. GATE 47	
68	TBD	B CONC. GATE 47	
69	(303)342-8155	B CONC. GATE 50	
70	(303)342-8166	B CONC. GATE 54	
71	TBD	B CONC. GATE 54	
72	(303)342-8164	B CONC. GATE 55	
73	(303)342-8172	B CONC. GATE 57 WALL	
74	(303)342-8175	B CONC. GATE 57 WALL	
75	(303)342-8177	B CONC. GATE 60	
76	(303)342-8179	B CONC. GATE 60	
77	(303)342-8174	B CONC. GATE 67	
78	(303)342-8182	B CONC. GATE 81	
79	(303)342-8216	B CONC. GATE 86	
80	(303)342-8136	B CONC. GATE 90	TTY
81	(303)317-9855	B CONC. GATE B24	
82	(303)317-9854	B CONC. GATE B24	
83	(303)342-8211	B CONC. GATE B29	
84	(303)342-8142	B CONC. GATE B44	
85	(303)342-8234	B SUB -CORE 3 WEST	
86	(303)342-8154	B SUB-CORE 3 EAST	
87	(303)342-8152	B SUB-CORE 3 EAST	
88	TBD	B SUB-CORE 3 EAST	
89	TBD	B SUB-CORE 3 EAST	

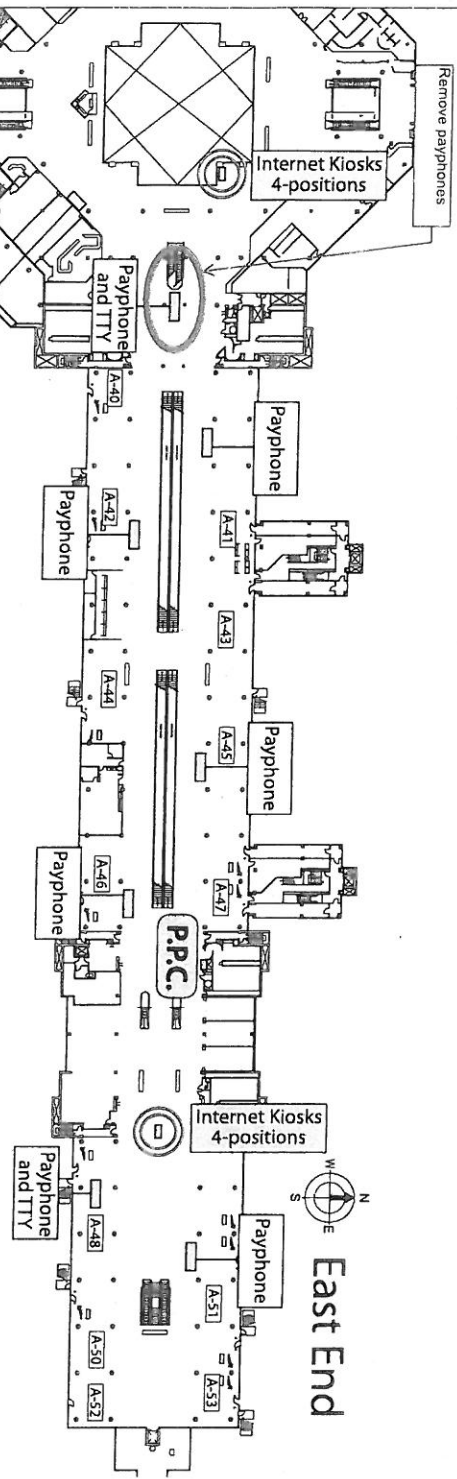
90	(303)342-8161	B SUB-CORE 3 EAST	TTY
91	(303)342-8160	B SUB-CORE 3 EAST	
92	(303)342-8228	B SUB-CORE 3 WEST	
93	(303)342-8227	B SUB-CORE 3 WEST	
94	TBD	B SUB-CORE 3 WEST	
95	TBD	B SUB-CORE 3 WEST	
96	(303)342-8291	C CONC. GATE 32	TTY
97	(303)342-8301	C CONC. GATE 32	
98	(303)342-8049	C CONC. GATE 35	
99	(303)342-8293	C CONC. GATE 32	
100	(303)342-8118	C CONC. GATE 38	
101	(303)342-8271	C CONC. GATE 35	
102	(303)342-8284	C CONC. GATE 42	
103	(303)342-8290	C CONC. GATE 38	TTY
104	(303)342-8285	C CONC. GATE 42	TTY
105	(303)342-8283	C CONC. GATE 45	
106	(303)342-8269	C CONC. GATE 47	
107	(303)342-8488	C CONC. GATE 45	
108	(303)342-8273	C CONC. GATE 47	
109	(303)342-9758	C CONC. GATE 47	TTY
110	(303)342-8310	CAB HOLD BLD	
111	(303)342-8306	EMPLOYEE PARKING BLD 2	
112	(303)342-8363	GROUND TRANSPORTATION	
113	(303)348-9926	MTB BAG CLAIM #1	
114	(303)348-9924	MTB BAG CLAIM #4	
115	(303)348-9923	MTB BAG CLAIM #6	
116	(303)342-8380	MTB BAG CLAIM 16	
117	(303)342-8025	MTB E. BAG CLAIM #6	
118	(303)342-8030	MTB E. BAG CLAIM #1	
119	(303)342-8031	MTB E. BAG CLAIM #1	TTY
120	(303)342-8028	MTB E. BAG CLAIM #4	
121	TBD	MTB E. BAG CLAIM #4	
122	(303)342-8027	MTB E. BAG CLAIM #4	TTY
123	(303)342-8026	MTB E. BAG CLAIM #6	
124	(303)342-8039	MTB E. BAG CLAIM #9	
125	TBD	MTB E. BAG CLAIM #9	
126	(303)342-8061	MTB LVL 4 E. CURB-SIDE	
127	(303)342-8303	MTB LVL 4 E. CURB-SIDE	
128	(303)342-8105	MTB LVL 4 N.E. CURB-SIDE	
129	(303)342-8123	MTB LVL 4 N.W. CURB-SIDE	
130	(303)342-8106	MTB LVL 4 S.E. CURB-SIDE	
131	(303)342-8107	MTB LVL 4 S.W. CURB-SIDE	
132	(303)342-8062	MTB LVL 4 W. CURB-SIDE	
133	(303)342-8063	MTB LVL 4 W. CURB-SIDE	
134	(303)342-9674	MTB LVL 5 INTL. E.	
135	(303)342-9673	MTB LVL 5 INTL. W.	
136	(303)342-9027	MTB LVL 5 N. WKY	

137	(303)342-9073	MTB LVL 5 N. WKY	
138	(303)342-9081	MTB LVL 5 N. WKY	
139	(303)342-8460	MTB LVL 5 S. WKY	
140	(303)342-5895	MTB LVL 5 S. WKY	
141	(303)342-8425	MTB LVL 5 S. WKY	
142	TBD	MTB LVL 5 S. WKY	
143	(303)342-8060	MTB LVL 6 DOOR 600	
144	(303)342-8186	MTB LVL 6 DOOR 601	
145	(303)342-8059	MTB LVL 6 DOOR 604	
146	(303)348-9912	MTB LVL 6 DOOR 605	
147	(303)342-8428	MTB LVL 6 DOOR 607	
148	(303)317-9863	MTB LVL 6 DOOR 608	
149	(303)342-8058	MTB LVL 6 DOOR 608	
150	(303)342-8050	MTB LVL 6 DOOR 611	
151	(303)342-8056	MTB LVL 6 DOOR 612	
152	(303)342-8036	MTB LVL 6 DOOR 613	
153	(303)317-9843	MTB LVL 6 DOOR 616	
154	(303)342-5835	MTB LVL 6 N.E. WKY	
155	(303)348-9914	MTB LVL 6 N.E. WKY	
156	(303)342-8053	MTB LVL 6 N.E. WKY	TTY
157	(303)317-9822	MTB LVL 6 N.W. WKY	
158	(303)342-8055	MTB LVL 6 N.W. WKY (HC)	
159	(303)342-8572	MTB LVL 6 N.W. WKY	TTY
160	(303)342-8121	MTB LVL 6 S.E. WKY	
161	(303)342-8051	MTB LVL 6 S.E. WKY	TTY
162	(303)342-8037	MTB LVL 6 S.E. WKY	
163	(303)342-8122	MTB LVL 6 S.W. WKY	
164	(303)342-8139	MTB LVL 6 S.W. WKY	
165	(303)342-8054	MTB LVL 6 S.W. WKY	TTY
166	(303)342-8032	MTB W. BAG CLAIM #10	
167	(303)342-8033	MTB W. BAG CLAIM #10	
168	(303)342-8040	MTB W. BAG CLAIM #14	
169	(303)342-8041	MTB W. BAG CLAIM #14	
170	(303)342-8034	MTB W. BAG CLAIM #10	TTY
171	TBD	MTB W. BAG CLAIM #14	
172	(303)342-8042	MTB W. BAG CLAIM #16	
173	(303)342-8045	MTB W. BAG CLAIM #19	
174	(303)342-8046	MTB W. BAG CLAIM #19	
175	(303)342-8043	MTB W. BAG CLAIM #16	TTY
175	TBD	MTB W. BAG CLAIM #19	

West End



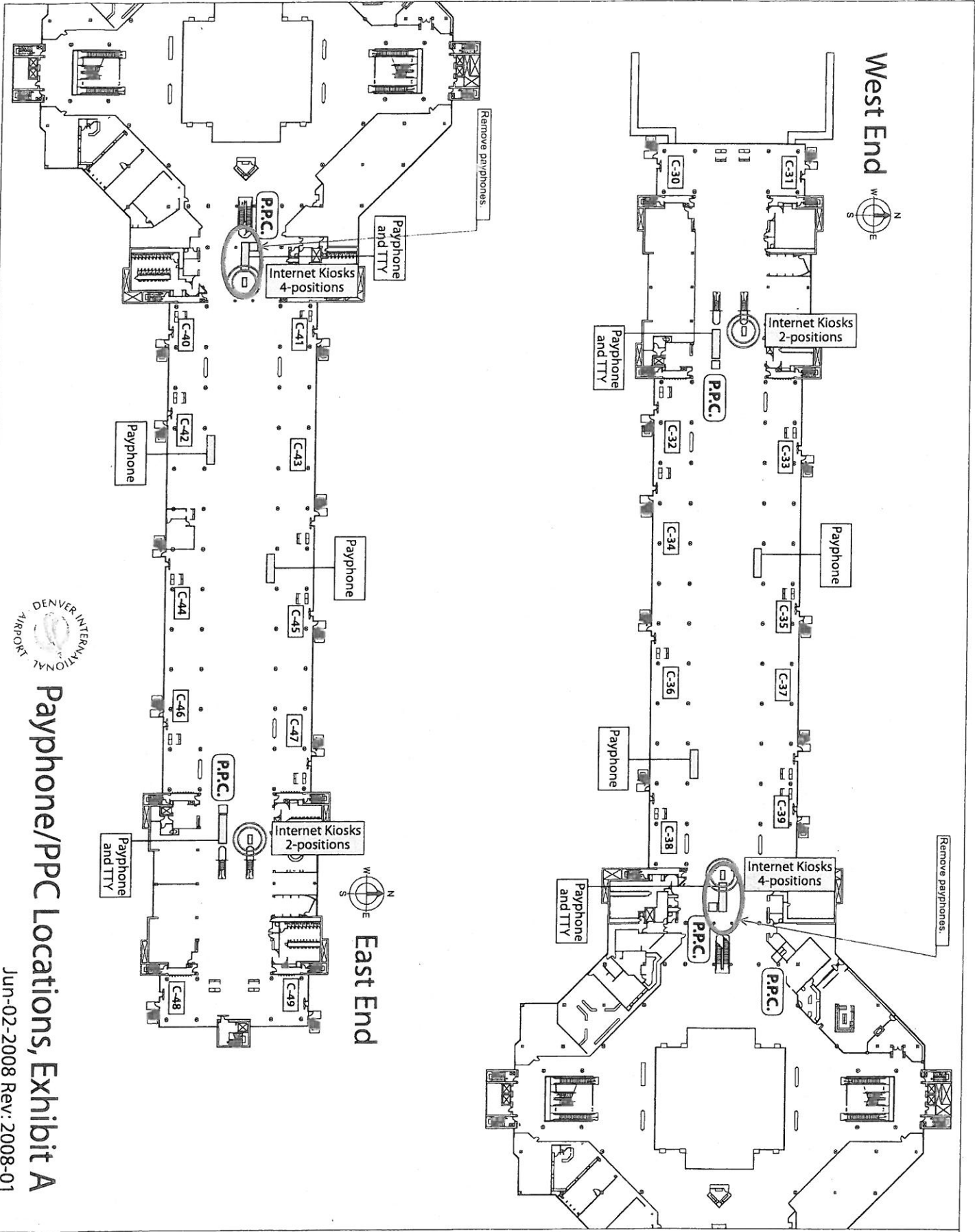
East End



Payphone/P.P.C Locations, Exhibit A

Jun-02-2008 Rev: 2008-01

Concourse A, Concourse Level-3

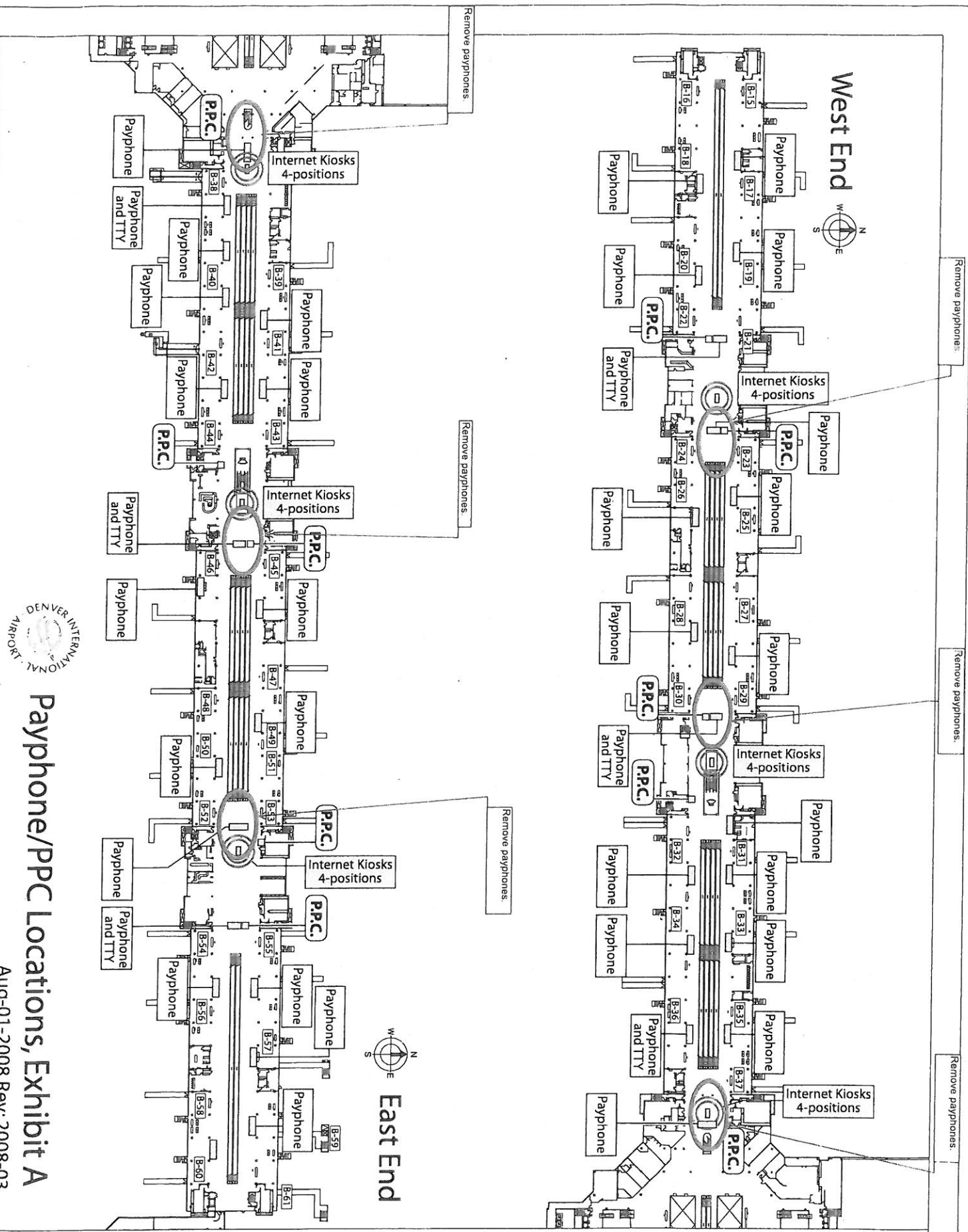


Payphone/P.P.C. Locations, Exhibit A

Jun-02-2008 Rev: 2008-01

Concourse C, Concourse Level-3

Concourse B, Concourse Level-3



Payphone/P.P.C. Locations, Exhibit A

Aug-01-2008 Rev: 2008-03

