



**AGREEMENT
FOR
OPERATION OF CURB TRANSPORTATION MANAGEMENT SERVICES
DENVER INTERNATIONAL AIRPORT**

BETWEEN

THE CITY AND COUNTY OF DENVER

AND

ABM AVIATION

CURB TRANSPORTATION MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered as of the date set forth on the signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, through and on behalf of its Department of Aviation (the "City"), and **ABM AVIATION INC.** a company authorized to conduct business under the laws of the State of Colorado ("Contractor").

WITNESSETH:

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

WHEREAS, the City desires that Curb Transportation Management services be provided to the traveling public at DEN; and

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

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide such services to the City at DEN in accordance with its proposal submitted to the City; and

WHEREAS, the Contractor agrees to provide first-class Curb Transportation Management services in accordance with the terms and conditions of the Agreement,

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

SECTION 1 – DEFINITIONS

In the event of any discrepancy between the definitions contained in this section and those contained in "Part 90—Taxicab Rules and Regulations" of the Denver Municipal Airport System Rules and Regulations, the definitions included in Part 90 shall govern. The following list of definitions do not include all terms defined in Part 90.

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

1.01 ACCIDENT

"Accident" means an incident, collision or other event arising in any manner from the performance of the Contractor which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind.

1.02 AIRPORT; DEN

"Airport" or "DEN" means Denver International Airport

1.03 AUTOMATED VEHICLE IDENTIFICATION

“Automated Vehicle Identification Tag” means a device issued by the Airport to taxicab companies for each motor vehicle in their fleets, which allows the Airport to record the number of trips of each motor vehicle through the fourth, fifth, or sixth level commercial roadway on the east and west side of the terminal and other movement with the Airport’s revenues control system. Also referred to as “AVI Tag.”

1.04 CAB STARTER

“Cab Starter” or “Taxicab Starter” means employees of the Contractor or a company under contract with the City and County of Denver providing curb transportation management services at the Airport, including directing the flow of taxicab (and/or limousine/shuttle van) traffic upon Airport roadways, supervising loading of passengers into taxicabs (and/or limousines/shuttle vans), dispatching taxicabs (and/or limousines/shuttle vans) at the Commercial Vehicle Holding Lot, and additional duties as directed by the City or as may be necessary to provide first class taxicab service for deplaning airline passengers.

1.05 CITY

The “City” shall mean either the Denver International Airport or the City and County of Denver.

1.06 COLORADO PUBLIC UTILITIES COMMISSION

“Colorado Public Utilities Commission” or “PUC” means a regulatory agency of the state of Colorado which issues authorities and registrations regulating commercial transportation carriers within the state and performs inspections for safety and continuing fitness to operate pursuant to state rules and regulations.

1.07 CONSUMER PRICE INDEX

“Index” means the Consumer Price Index Denver, Colorado Metropolitan Area All Urban Consumers (CPI-U) Current Series, Customized Table for Denver-Boulder-Greeley, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics (1982-84 = 100) for the for the Annual period of each calendar year, issued in February of the following year. If the United States Bureau of Labor Statistics shall discontinue the issuance of the Index, then the Index changes shall be calculated on the basis of changes in the most comparable and recognized cost-of-living index then issued and available which is published by the United States Government.

1.08 CONTRACT ADMINISTRATOR

“Contract Administrator” means the person designated by the CEO or Director of Parking and Transportation Systems (“Director”) to perform day-to-day administration of this Agreement for the City.

Whenever reference is made herein to “City’s CEO or his/her authorized representative”, the Director shall be such authorized representative of said CEO until notice otherwise is hereafter given to the Contractor by said CEO.

1.09 CONTRACT TERM

“Contract Term” means the period from August 1, 2017 through July 31, 2020

1.10 CONTRACTOR

Contractor shall mean the successful bidder.

1.11 CONTRACTOR’S EMPLOYEE; CONTRACTOR PERSONNEL

“Contractor’s employee” or “Contractor personnel” shall include employees, personnel, and agents of the Contractor and subcontractor, if any.

1.12 FAA

“FAA” means the Federal Aviation Administration of the United States government and federal agency succeeding to its jurisdiction.

1.13 HOLDING LOT

“Holding Lot” currently means the commercial holding lot, located on Shady Grove Street, approximately two miles from the Terminal Building and from which all taxicab dispatching shall occur. The location of the Holding lot is subject to change.

1.14 LUXURY LIMOUSINE OPERATORS

Commercial Operators engaged in the business of providing specialized luxurious passenger transportation to the public for hire on a prearranged, charter basis, using chauffeur-driven luxury motor vehicles which are “luxury limousines” as defined in C.R.S., § 40-16-101, and which are registered as luxury limousine operators with the Colorado Public Utilities Commission as required by law.

1.15 LIMOUSINE SERVICE

Limousine means the transportation of passengers charged at a per person rate, and the use of the vehicle is pre-arranged and exclusive to an individual or group.

1.16 LOADING

“Loading” means the boarding of passengers, parcels, baggage, or freight.

1.17 LOADING AREA

Loading area shall mean those portions of Level 5 of the terminal building allocated by the CEO or Director of Parking and Transportation for the loading of taxicab/ground transportation passengers and for the queuing of passengers waiting to board taxicabs and limousines.

1.18 CEO

“CEO” means the City and County of Denver Department of Aviation CEO or his/her successor in function.

1.19 SHUTTLE VAN

“Shuttle Van” means a motor driven passenger vehicle, other than an automobile, used to transport passengers for public hire, having a seating capacity of more than five (5) persons, not including the driver. Van shall not include a bus.

1.20 STANDARD OPERATING PROCEDURES, SOPS, OPERATING PROCEDURES

“Standard Operating Procedures”, “SOPs”, or “Operating Procedures” means a document issued to the Contractor by the CEO pursuant to this Agreement, which sets forth detailed procedures or requirements for specific aspects of the Contractor’s work hereunder.

1.21 TAXICAB

Taxicab shall mean a passenger vehicle with a maximum seating of seven persons plus the taxicab driver operating for-hire on a call and demand as defined by Colorado statute or PUC regulation.

1.22 TAXICAB DRIVER

“Taxicab Driver” means a person who operates, drives, or has physical control of a taxicab and who possesses a valid License (including but not limited to PUC authority) as issued and required by the City and County of Denver and the State of Colorado.

1.23 TAXICAB LANE

“Taxicab Lane” means the drive lane adjacent to the first loading island outside the fifth level on both sides of Terminal Building or any location as otherwise designated by the Director of Parking and Transportation.

1.24 TAXICAB COMPANY

“Taxicab Company” means a taxicab company conducting business by virtue of a certificate of public convenience and necessity issued by the Colorado Public Utilities Commission which authorizes it to provide taxicab service in the Denver metropolitan area.

1.25 TERMINAL

“Terminal” shall mean the Jeppesen Terminal Building located at the Airport.

1.26 TRANSPORTATION NETWORK COMPANY

"Transportation network company" means a Corporation, partnership, sole proprietorship, or other entity, Operating in Colorado, that uses a digital network to connect Riders to drivers for the purpose of providing transportation. A Transportation network company does not provide taxi service, Transportation service arranged through a transportation broker, ridesharing arrangements, as defined in section 39-22-509 (1) (a) (ii), C.R.S., or any transportation service over fixed routes at regular intervals. A transportation network company is not deemed to own, control, operate, or manage the personal vehicles used by transportation network company drivers.

1.27 TSA

“TSA” means the Transportation Security Administration of the United States government and federal agency succeeding to its jurisdiction.

SECTION 2 – CONTRACT ADMINISTRATION; CONTRACT DOCUMENTS

2.01 CHIEF EXECUTIVE OFFICER; DIRECTOR; CONTRACT ADMINISTRATOR

The Chief Executive Officer City and County of Denver Department of Aviation (“CEO”), his or her designee or successor in function (hereinafter referred to as the “Chief Executive Officer” or the “CEO”) authorizes all work performed under this Agreement. The CEO hereby delegates his or her authority over the work described in this Agreement to the Director of Parking and Transportation Systems (“Director”), as the CEO’s authorized representative for the purpose of administering, coordinating, and approving work under this Agreement. The Director may designate a Department of Aviation employee as the Contract Administrator with authority to act in all day-to-day matters in the administration of this Agreement. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Director or the Director’s authorized representative.

2.02 ACCESS TO RECORDS AND WORK AREAS

The Contract Administrator shall have free access to all records and documents of the Contractor directly relating to site labor, parts, materials and equipment used to perform the work, and to all of the Contractor’s work areas at all times for the sole purpose of evaluating the Contractor’s performance and administering the Agreement, and the Contractor is to afford the Contract Administrator all necessary facilities and assistance for so doing.

2.03 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This Agreement consists of Sections 1 through 13 that precede the signature page and the following attachments that are incorporated herein and made a part hereof by reference:

Appendices	Standard Federal Assurances
Exhibit A	Standard Operating Procedures (SOPs)
Exhibit B	City and County of Denver Insurance Certificate
Exhibit C	Performance Bond
Exhibit D	Scope of Work
Exhibit F	Office Space Exhibit
Attachments	

Together all such documents constitute and are referred to as the “Contract Documents” or the “Agreement.”

In the event of (i) an irreconcilable conflict between a provision of Sections 1 through 13 and any of the listed attachments, such that it is impossible to give effect to both, or (ii) an irreconcilable conflict between provisions of any attachments, such that 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:

Sections 1 through 13
Appendices
Exhibit C
Exhibit B
Exhibit F
Exhibit A
Exhibit D
Attachments

SECTION 3 – SCOPE OF WORK

3.01 SCOPE OF WORK

SEE EXHIBIT D

3.02 STANDARDS OF SERVICE

Contractor shall provide Curb Management Services in accordance with this Agreement for present and future public transportation facilities at the Airport, efficiently, reliably, and in accord with the highest standards of safety and customer service, which will provide the public Curb Transportation Management Service, for at least nineteen (19) hours per day, each day of the year, including holidays.

- A. The Contractor shall provide all services under this Agreement on a fair and reasonable basis to all users of the Airport.
- B. The Contractor's starters shall be scheduled through the last flight arrival and extended as needed up to one hour to include late or delayed flights. The Curb Management Services shall operate 19 hours a day, each day of the year, including holidays from 7 AM to 2AM unless otherwise changed with 30 days written notice to the contractor.
- C. The Contractor shall provide for the prompt dispatching of passengers in a reasonable and timely manner regardless of the desired destination of such passenger. All passengers will be loaded on a first come first served basis. No passenger shall be bypassed in favor of another.
- D. The Contractor shall meet all reasonable demands for taxicab service by customers at their loading area. The Contractor shall use their best efforts to ensure that Drivers shall not refuse passengers due to any disabilities the passenger has, the length of their trip, or the location of the destination.
- E. The Contractor shall report to DEN Ground Transportation personnel any and all refusals of limo/taxi passengers due to any disabilities the passenger has, the length of their trip, or the location of the destination.
- F. The Contactor shall not consolidate passengers in taxicabs unless at the passenger's express consent.

- G. In no event shall the dispatch of a taxicab require more than two (2) minutes after the first passenger has been loaded unless taxicabs are unavailable at DEN.
- H. If deemed necessary by the City, the City shall inform the Contractor in writing, of any reasonable change, modification, or improvement in Ground Transportation starter service. Changes may include, but are not limited to, the amount and number of hours required by this Agreement. If such change, modification, or improvement in service is not made by the Contractor in accordance with the terms and conditions of such request within 30 days after said notice by the City, the City may declare a breach of contract, and the security deposit shall be forfeited to the City; provided, however, if the nature of the change, modification, or improvement is such that it cannot be completed within 30 days, the Contractor shall be deemed in compliance herewith if it is diligently pursuing such change, modification, or improvement.

3.03 OPERATION OF RECONFIGURED AND FUTURE FACILITIES

A. Facilities

Throughout the term of this Agreement, City shall have the right in its sole discretion, to improve, add, reduce, modify, or replace curbside areas, holding areas, or roadways providing access to/from these areas. This Agreement shall not limit City's authority to perform such activities itself or to contract with a party other than Contractor for performance thereof. However, in such event, City shall reasonably coordinate its activities with Contractor's operations, keep the Contractor informed as to the progress of such work, and shall not permit such work to materially interfere with or delay Contractor's performance under this Agreement.

B. Management

If the City constructs additional terminal facilities or holding areas, City shall have the right, in its sole discretion, to require Contractor to operate and manage the Curb Management Services at these facilities and/or taxicab holding areas in accord with all terms, conditions, and covenants of this Agreement for the remainder of the term thereof. If Contractor does not have the capacity to provide the additional Curb Management Services that may be required as result of the addition of new facilities as described above, the City may select an additional contractor to operate and manage the additional Curb Management Services.

3.04 MANNER OF WORK

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

3.05 PREPARATION FOR ASSUMPTION OF RESPONSIBILITY

The Contractor shall, after delivery of the written notice to proceed from the City, take such actions as are necessary to assure commencement of its operations under the Agreement at 12:01 a.m. of the Agreement commencement date or other such time as may be identified by the CEO. The Contractor shall work with DEN on a transition plan. These preparatory actions by the Contractor shall include, but are not limited to, setting up its office at the Airport, hiring and training its personnel, and acquiring the necessary equipment. In order to conduct an orderly transition, the Contractor will obtain from the City, at least seven (7) calendar days prior to assumption of responsibility (assumption of the requirements of the Contract), all badges, clearances, and permits that are required to conduct the Curbside Transportation Management Service in accordance with this agreement.

3.06 SPECIAL OPERATIONS OTHER THAN BY CONTRACTOR

In the event of an emergency which renders Contractor unable to perform its obligations under this Agreement during the term hereof, and in order that the Curb Management Services and Airport operations are not compromised or interrupted on account of such inability, Contractor agrees that it will cooperate fully with the CEO or his/her designated representative in order to facilitate the City's operating or providing alternative taxicab starter service by any means other than through Contractor's services. Such emergency conditions may include a strike or work stoppage due to a labor dispute, by or on behalf of Contractor's employees or employees of any subcontractor or any other company doing business at the Airport. Contractor further agrees to give the City immediate notice as possible when it knows, or has reason to believe, that it will be, or has become, unable to provide its required Cab Starter Taxicab Service hereunder on account of strike, labor dispute or any other reason, whether or not Contractor would be excused from performing services for such reason under this Agreement.

SECTION 4 –COMPENSATION AND PAYMENT

4.01 COMPENSATION

City shall compensate the Contractor per employee per each hour of actual hours worked by the employee. The rate of compensation is as follows:

- Net Cost for Taxicab Dispatcher/Starter on a per hour basis \$23.42/hour
- Net Cost for Taxicab Starter Supervisor on a per hour basis \$28.10/hour

- A. The level of hours specified in this agreement shall be a maximum limit of 185 hours per day of billable work to the City. The hours include: Dispatchers/Starters - 150 hours daily; Supervisors/Support Staff – 35 hours daily. The CEO or his or her designee may change the amount of hours required in this agreement. Any changes in the amount of hours shall be made upon giving a minimum of ten (10) business days written notice to the Contractor.

4.02 INVOICING AND PAYMENT PROCEDURE

On or before the fifteenth (15th) day of the month, Contractor shall submit a monthly invoice to the City for the prior month. The monthly invoice shall specify the number and names of employees and the hours each employee worked the previous monthly period. All such invoices shall have attached thereto supporting documents detailing actual hours of each employee's hours worked the prior month, including itemized hours worked per day. The invoice shall be itemized and certified by a duly authorized representative of the Contractor and shall be in a form and content

satisfactory to the CEO. The City reserves the right to require additional documentation of any such payment request submitted.

Operating Expenses and Reimbursement to the Contractor

The City must be in receipt of, by the fifteenth (15th) of each month, the invoice and time sheet showing the total hours each day, and week tabulated with a total for the month shown:

+ Total Hours X Hourly Rate = monthly reimbursement

The City shall process reimbursements per the City's Prompt Payment Ordinance.

+ Overtime hours as approved by DEN Ground Transportation, will be reimbursed at time and a half based on the hourly bid amount. The Contractor shall make every attempt to schedule employees in such a manner that the base hourly rate will be reimbursed rather than the overtime hourly rate.

+ Initial cost of ID Badge will be reimbursed.

+ Uniforms will be reimbursed with the exception of foot gear as approved by the City per the terms of this agreement. The allocated cost of uniform reimbursement by DEN for the total annual uniform allotment shall not exceed Twelve Thousand dollars (\$12,000) per year.

The City shall deduct from any amounts due to the Contractor based on the invoice the total amount of deductions which have been accrued under the Section of this Agreement titled LIQUIDATED DAMAGES and have not yet been applied.

4.03 WAGE RATE

The Contractor and every Subcontractor under this contract shall;

- a. Pay all workers, mechanics and other laborers at least twice a month the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications. Additionally, the Contractor shall post at the site where services are performed in an easily accessible area to which all employees have access the rates of pay as specified herein, the schedule dates and times of payroll dispersal to employees and the location where payroll dispersal shall be made. Further, it shall be a specific provision of this Contract that if, in the City's opinion, the Contractor's payroll dispersal to employees are not scheduled at the most optimally convenient times or locations(s) for employees to respond, The City may require the Contractor in writing to change the location and/or time of payroll dispersal. The Contractor shall have fourteen (14) days from the date of written notice as above to company with the change in location and/or time of payroll dispersal. If compliance is not forthcoming within fourteen (14) days of the written demand, deductions from the Contractor's unpaid balances shall begin to accrue at a rate of \$100.00 per day until compliance by the Contractor.
- b. The Contractor, at any time during the course of this Contract and in response to any actual or suspected deficiencies in the Contractor's payment to its employees or for any other actual or suspected deficiencies in the Contractor's performance, may be required to furnish the Auditors during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and

mechanics employed under the contract, either by the Contractor or Subcontractors. Such payroll records shall include information showing the number of hours worked by each workers, laborer or mechanic employed under the contract, the hourly pay of each such workers, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each workers, laborer or mechanic for the period covered by the payroll. The payroll records 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 mechanics, laborers, or other workers working under the contract either for the Contractor or Subcontractor, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the Contractor or by any Subcontractor have been paid the wages as set forth in the contract specifications.

- c. If, at any time during the course of the contract, the Contractor is required by written demand to comply with the Section “b” above, the Contractor shall respond to all requirements noted in said paragraph no later than fourteen (14) days following the Notice from the City to comply. If compliance is not forthcoming within fourteen (14) days of the written demand, deductions from the Contractor’s unpaid balances shall begin to accrue at a rate of \$100.00 per day until compliance by the by the Contractor. Further, if at any time during the course of the contract, deficiencies in the Contractor’s payments to its employees occur, the Contract may be required to pay its employees by certified funds. If the City issues a written demand requiring the Contractor to pay its employees by certified funds, the Contractor shall comply within fourteen (14) days of the written demand. If compliance is not forthcoming within the fourteen (14) day period deductions from the Contractor’s unpaid balance shall begin to accrue at a rate of \$100.00 per day until compliance by the Contractor.
- d. If the Contractor or any Subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- e. If any laborers, worker or mechanic employed by the Contractor or any Subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, 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 and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess cots occasioned the city thereby.
- f. Employee Bus Pass Program and Parking
 - 1. The Contractor agrees to provide its employees located at Denver International Airport under this Agreement (“Eligible Employees”), with transit passes. Transit passes shall be purchased in accordance with an approved transit plan provided by the Regional Transportation District (RTD).

2. The Contractor shall be responsible for administering its transit plan with RTD and agrees to comply with all terms and conditions of the transit plan.
3. For every month that the Contractor provides transit passes for its Eligible Employees, the City shall reimburse the Contractor 75% of the transit pass cost for each Eligible Employee.
4. The Contractor agrees to provide the City with the following information:
 - a. A copy of the contract relating to the transit plan between the Contractor and RTD;
 - b. A monthly report of all Eligible Employees who have and have not accepted the transit pass; and
 - c. A detailed invoice with the cost of the transit plan clearly identifiable.
5. The Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records of the Contractor, involving the transit plan within the record retention period generally established in the Contract.
6. The City agrees to reimburse the cost of the transit passes in accordance with subsection (3) above.
7. Any Eligible Employee who accepts a Transit Pass under this program will not also receive an employee parking permit in the DEN Employee Parking Lot.” DEN shall provide for employee parking in an authorized parking lot referred to as “Landside Employee Lot” for those employees who do not accept a Transit Pass under this program.
8. The Site Manager, supervisors, and dispatchers may use the Holding Lot parking area on the west side of the Holding Lot building to park their vehicles.

4.04 ADJUSTMENT OF FEES

Effective May 1, 2018, the wages paid to Contractor hereunder shall be increased annually for each contract year during the term of this Agreement by application of the following formulae, where "Index" (or "CPI") is as defined in Section 1.07 of this Agreement (as "Consumer Price Index"), and each "Original Fee" is the number stated in Section 4.01.

The Fee Adjustment using the CPI shall involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This will be calculated by first determining the index point change between the two periods and then the percent change. The following **example** illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1

Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

In no event shall the adjustment of wages paid to the contractor by use of the CPI increase more than 3% in any given year. If the CPI percentage change is calculated as a negative then Wages shall remain the same as the previous year.

4.05 TAXES

All price quotations herein shall reflect all applicable tax exemptions. The City's Federal Registration Number is A-138560, and the State Registration Number is 98-028900000.

4.06 DEDUCTIONS FROM UNPAID BILLINGS (LIQUIDATED DAMAGES)

In the event the Contractor shall fail in the performance of the work specified and required to be performed within the time limit specified in the Contract, after a cure period of 24 hours is provided for in each incident, the City, in its complete and sole discretion, may make deductions from any monthly invoice as liquidated damages and not as a penalty. 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.

<u>INCIDENT</u>	<u>SPECIFIC DEDUCTIONS</u>
1. Insufficient number of personnel	Hourly Bid Rate X Insufficient Number of personnel X hours Insufficiency not corrected within 24 hours of written notice of deficiency from authorized personnel.
2. No Vehicle or Inadequate Vehicle Provided	\$20 per day if deficiency not corrected within 24 hours of written notice from authorized personnel.
3. Inoperative time clock	\$100.00 per day if deficiency not corrected within 24 hours of written notice from authorized personnel. NOTE: Hand written entries are unacceptable and shall constitute default under the terms and conditions of the Contract which may lead to cancellations of the Contract if not corrected within 24 hours of written notice from authorized personnel.
4. Incomplete, unacceptable, dirty uniform	\$5.00 per hour X number of personnel wearing incomplete, unacceptable, dirt uniform if not corrected within 24 hours of written notice from authorized personnel.

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| <p>5. Non-compliance with Rules & Regulations, Operating Procedures, P.U.C. or any City, State or Federal law, rule or regulation pertaining to the operation of taxicabs; any future amendments to same or enactments of any new rule, regulation, operating procedure, or law pertaining to same.</p> | <p>\$50.00 per day X law, rule, regulation or operating procedure if not corrected within 24 hours of written notice from authorized personnel. (Note: Non-compliance with applicable rules & regulations, operating procedures, P.U.C., or any City, State, or Federal law, rule or regulations shall constitute default under the terms and conditions of the Contract which may lead to cancellation of the Contract if not corrected within 24 hours of notice of deficiency.</p> |
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4.07 MAXIMUM LIABILITY; FUNDING

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 Five Million Dollars and No Cents (\$5,000,000.00). The Maximum Contract Liability may only be increased by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City’s “Funds of the Airport System” and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund.

The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Contractor acknowledges and understands City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City.

The City reserves the right to direct the Contractor to perform only limited portions of the work and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City’s written notice must be signed by the CEO, otherwise it is invalid and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

SECTION 5 - TERM

5.01 TERM

The term of this Agreement shall be for a period of Three (3) years, commencing August 1, 2017 and terminating on July 31, 2020 (Term), unless terminated sooner or extended in accordance with the provisions hereof.

SECTION 6 – OBLIGATIONS OF THE CITY

6.01 STANDARD OPERATING PROCEDURES

The City intends, by entering into this Agreement, to provide superior Curb Management Services to the traveling public and employees. To this end, the City has prepared and provided to Contractor a manual entitled “Standard Operating Procedures, Taxicab/Curbside Management, Denver International Airport” (also referred to as “SOPs”), which contains details concerning

operating procedures, job descriptions, routes, and standards of performance with which Contractor and its agents and representatives shall strictly comply in the performance of this Agreement. The term "SOP" or "SOPs" includes all materials designated as exhibits and appendices in such manual. The SOP is attached to this Agreement as **Exhibit A**.

The Contractor understands and agrees that the CEO, in his/her sole discretion, may amend the SOPs; any such amendment will not require formal amendment to this Agreement. Amendments to the SOPs will be in writing, with a copy delivered to the Contractor. When circumstances require immediate revisions of the allocation of the holding area or curbside loading areas, maximum passenger wait times, other procedures or details of performance, the Contract Administrator may issue one or more temporary unwritten directives to the Contractor's General Manager thus amending the SOPs. If such amendments are to remain in effect for longer than three days, they shall be put in writing and a copy delivered to the Contractor.

The CEO shall be the sole judge of the Contractor's compliance with the SOPs.

6.02 EQUIPMENT AND SERVICES PROVIDED BY CITY

A. Office Space

- i. The City shall provide office space for use by the Contractor in performing its services under this Agreement during the term of this Agreement, as illustrated on **Exhibit F**. The office space is currently located in the commercial vehicle hold lot building on Shady Grove Street. Any remodel or alteration of this space requires prior written approval by the CEO or his/her authorized representative and will be the Contractor's expense. The Contractor's right to occupy and use such space shall not survive the term of this Agreement, and nothing in this Agreement shall be construed as a lease of any Airport property to the Contractor. The City reserves the right to relocate the Contractor to other space, and to alter the configuration and size of the areas provided for the Contractor's use hereunder. The City will not provide furniture or furnishings in the office space for the contractor. Any office furniture or related furnishings shall be provided by the contractor at their expense. Although the City is providing office space, it shall be the responsibility of the Contractor to provide for janitorial cleaning of those office areas.
- ii. The City shall provide the Contractor with one or more booths on the terminal Level 5 curbside boarding area for use by the Contractor's taxicab starters. The Contractor is responsible for maintenance of their assigned booths.
- iii. City shall have no obligation for any payments, or reimbursements to Contractor for any lease of use of off-Airport space.

B. Commercial Vehicle Holding Lot Office

The City shall allow the Contractor use of a portion of the commercial vehicle holding lot office currently located on Shady Grove Street, approximately two miles from the terminal building. The Contractor shall be responsible for all keying costs of their work area. All keying work must be approved by DEN.

The Contractor shall also be responsible for paying for any order to change locks. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract. The commercial vehicle holding lot is where all taxicabs that provide the On-Demand Taxicab Service at the Airport shall wait until dispatched by the Contractor to the terminal building loading areas. The City may allow other providers of authorized commercial ground transportation use adjacent portions of the holding lot. The City reserves the right to reconfigure, move, modify, or otherwise alter the shape or location of the holding area.

C. Radios

The City shall provide hand held two way radios to be used on the job only by Supervisors, Starters and Dispatcher. Radios provided shall not leave the premises of the airport and shall be rotated to appropriate personnel on a shift basis. The Contractor will be responsible to arrange with the Airport Operations Department to obtain for all employees, appropriate radio communication training pursuant to Denver International Airport standards. The Contractor shall be billed by the City for costs associated with the repair or replacement of radios as a result of misuse, loss, or failure to follow procedures for use of radios by the contractor.

D. Uniforms

All Contractor personnel shall wear uniforms approved by the CEO or his/her designated representative. The CEO will determine numbers of uniform parts to be issued to all employees. The cost of uniforms (with the exception of footwear but including safety vests) shall be a reimbursable expense to the Contractor. All uniforms shall remain property of DEN. At the request of DEN uniforms must be returned to the City. The cost of any and all footwear is not covered by the City. All ancillary costs associated with uniforms shall not be reimbursable. These ancillary costs which are not reimbursable include delivery charges, cleaning charges, alteration charges, etc.

E. Roadway and Parking Facility Maintenance

The City shall be responsible for all maintenance of commercial vehicle holding lot building, the holding areas, terminal building curbside loading areas, and other roadways used by the Contractor to provide Curbside Transportation Management Services. The City shall be responsible for traffic enforcement, snow removal, and other actions required to maintain vehicular traffic flows on these roadways during all hours that the Airport is open to the public.

SECTION 7 – OBLIGATIONS OF THE CONTRACTOR

7.01 TYPES OF OPERATION

The Contractor shall operate the Curbside Management Services efficiently, reliably, and provide superior standards of safety and customer service at all times, in order to assure that the traveling public is provided first-class Ground Transportation service at all times.

The Contractor shall assure that its employees, sub-contractors, and representatives and the vehicles used to provide the Curb Management Services comply at all times with the City's Standard Operating Procedures, and abide by all City rules and regulations, policies, procedures and directives. The Contractor shall assure that its employees, sub-contractors, and representatives only shall use the Airport only for the purposes specified in this Agreement.

7.02 RESPONSIBLE PARTY

The Contractor shall at all times have on file with the CEO or his/her authorized representative, the name, address, and telephone number of the person in charge of an responsible for its operations as well as the same information for an alternative person in the event that the primary responsible party is unavailable for any reason whatsoever.

In the event of an emergency of Contractor shall at all times have an authorized supervisor or management representative, who may act on behalf of the company, available to respond to the Airport premises within two (2) hours after notification for emergencies as so deemed by the CEO or his/her authorized representative.

7.03 STAFFING REQUIREMENTS

- A. The Contractor shall at all times perform its services under this Agreement by means of adequately trained and competent personnel in sufficient numbers and classifications necessary to perform such required superior level of service safely, efficiently and in accordance with the Agreement. The Curb Management Services shall operate 19 hours a day, each day of the year, including holidays, from 7 AM to 2AM.
- B. The level of hours specified in this agreement shall be a maximum limit of 185 hours per day of billable work to the City. The hours include: Dispatchers/Starters – 150 hours daily; Supervisors/Support Staff – 35 hours daily.
- C. Peak Passenger arrival times on a daily time basis are defined as approximately 8:00 A.M. to 12:00 P.M.; 2:00 P.M. to 5:00 P.M.; and 6:00 P.M. to 11:00 P.M. and are subject to change.
- D. Operational changes, Seasonal traffic volumes, significant weather conditions, or airport emergencies, as so deemed by the CEO or his/her designated representative, may require altered or additional staffing requirements with reasonable notifications.
- E. The Contractor should be aware of and fully comply with Department of Aviation Standard Policies and Procedures, Manager Order 1005 "Service Contract Worker Retention."
- F. The Contractor shall work with the Contract Administrator to ensure that an adequate and correct level of staffing occurs. The Contract Administrator may approve exceptions to

staffing levels.

- G. The CEO or his or her designee may change the amount of hours required in this agreement. Any changes in the amount of hours shall be made upon giving a minimum of ten (10) business days written notice to the Contractor.

7.04 AREAS OF OPERATION

- A. One (1) cab/limo loading area on the West Side of the main terminal on Loading Islands number one (1) and two (2).
- B. One (1) cab/limo loading area on the East Side of the main terminal on Loading Islands number (1) and two (2).
- C. Commercial Vehicle Staging Lot approximately one mile south of the Main Terminal from which all taxicabs will be dispatched for loading.
- D. The Contractor agrees to operate any future cab/limo areas as directed by the City upon being given ten (10) days written notice by the City. Interim emergency or alternate operating areas, as dictated by weather, construction, etc., may be designated by the CEO or his/her authorized representative. No additional compensation shall be provided to the Contractor for operation of alternative cab areas other than the "Cost Per Person Per Hour" as bid herein. The City also has the right to reduce levels of service at any time.

7.05 SERVICE STANDARDS

A. Curb Management Service

The Contractor acknowledges that the City intends to provide Curb Management Services that are safe, efficient, reliable, and offers a superior level of service to the traveling public.

The Contractor recognizes that a key aspect of the City's desired superior level of service is to assure an adequate number of ground transportation vehicles are available to transport passengers at all times and thus minimize the wait times endured by the traveling public. The Contractor accepts full responsibility for operating the Curb Management Services in a manner that achieves the vehicle standards, driver standards, hours of operations, waiting time standards, transportation of disabled passengers, accommodation of all passenger trip requests, and other procedures described in the City's Standard Operating Procedures. The Contractor recognizes that during certain busy periods additional Ground Transportation will be required to achieve these objectives.

B. Contractor Personnel-Behavior

All Contractor personnel are required to be properly trained and competent to perform the duties of their positions. Contractor personnel shall be properly trained

in customer service, and all dispatchers and starters shall be uniformed in a manner satisfactory to the CEO (including legible name tag); clean and neat in appearance while on duty, and shall treat members of the public in a prompt, polite, and professional manner. All Contractor personnel must possess adequate English language skills to accurately and clearly communicate with the traveling public and City employees as required to safely and efficiently operate the Curb Management Services.

While at the Airport, Contractor's personnel shall not use profanity, engage in any loud boisterous or otherwise offensive or disturbing speech or conduct, nor display any rudeness whatsoever to any person at the Airport.

Contractor shall maintain close supervision over all its personnel used in the performance of this Agreement to ensure Contractor's timely, efficient, reliable, and professional performance of its obligations hereunder; and ensure a superior standard of service to the traveling public to the satisfaction of the CEO. Upon receipt of written notice from the CEO that any person employed by or serving as a sub-contractor to the Contractor in performance of this Agreement, in the CEO's opinion, has behaved in any manner detrimental (including but not limited to incompetence, unfit or disorderly behavior, or who uses profane or abusive language to any person, or is subject to being under the influence or using alcohol or an illegal substance to the best interests of the public or the City) Contractor shall, within twenty-four (24) hours thereafter, remove such person from service at the Airport, and shall not again use such person in performance of this Agreement or allow such person to operate a taxicab on the Airport without the express prior written consent of the CEO.

The City also reserves the right to recommend that the Contractor reassign employees whose performance, in the opinion of the City, has been unsatisfactory.

7.06 CONTRACTOR'S MANAGER

Site Manager

The Site Manager ("Manager") is responsible for administering the Contractor's performance of the Agreement in all respects, including supervision of all Contractor personnel performing services under this Agreement. The Contractor shall appoint a full-time, experienced site manager to supervise and be responsible for all aspects of the Contractor's performance of this Agreement and have authority to assure the Contractor's compliance with this Agreement. The site manager must be employed exclusively on this Agreement and cannot be employed or work on any other airport agreement. Any outside employment by the site manager needs approval by the Contract Administrator. The manager shall be present at the Airport a minimum of forty (40) hours per week and five (5) days a week, usually during normal business hours, and be available on-call during off hours and weekends as required by the CEO.

The Site Manager will focus on the supervision of Curb Management Services to ensure the provision of superior Ground Transportation service as required by this Agreement. The manager's responsibilities include but are not limited to:

1. Serving as the Contractor's representative and day-to-day point of contact with the City for all matters concerning this Agreement.
2. Regular coordination with the CEO (or his/her designee) and general managers of other contractors providing Ground Transportation Services regarding the operation of ground transportation services, the terminal level 5 loading areas, the commercial vehicle holding areas, and other aspects of On-Demand Taxicab Service at the Airport.
3. Representing the Contractor in communications with the public.
4. Oversight of all of the Contractor's operations provided under this Agreement at the Airport including but limited to maintaining desired superior level of customer service and safe, efficient, and reliable Ground Transportation Service.
5. Timely submittal to the City of all reports and communication required by this Agreement.
6. Hiring, training, assigning, scheduling, promoting, disciplining, and discharging dispatchers and other staff required to maintain the desired superior level of customer service.
7. Reviewing and as necessary revising Contractor policies and procedures relating to the Contractor's performance of the Agreement, including customer service, personnel, safety, security, and efficiency, and other operational matters.
8. All other matters required for the Contractor's compliance with this Agreement.

The Contractor shall not assign the manager any other management responsibility for any other operation(s) of Contractor, or any other duties which would adversely affect the manager's full-time responsibilities under this Agreement.

This individual may not be removed or replaced without written notification to the CEO or his/her authorized representative. Should this individual have to be replaced, the CEO reserves the right to approve the proposed replacement individual and to require and to review a resume and references, and to interview the proposed replacement.

7.07 CONTRACTOR'S TAXICAB STARTERS

The Contractor shall appoint a sufficient number of full-time Ground Transportation curb management services personnel and other personnel as needed to assure that from 7 a.m. to 2 a.m. (19 hours per day) each day of the year at a minimum, and additionally as needed due to flight delays, operational changes, weather, and/or extenuating circumstances as so deemed by the CEO or his/her authorized representative, a full-time employee of the Contractor is at the Airport with the authority to assure the Contractor's compliance with this Agreement and to direct the day-to-day operations of the On-Demand Ground Transportation Service. These individuals will be responsible for managing and controlling the taxicab and/or ground transportation services, dispatching taxicabs (and/or shuttle vans) from the Holding Lot to the curbside loading areas, managing the loading of passengers and their baggage into waiting taxicabs (and/or shuttle vans), disseminating information to taxicab drivers and the public, and procuring a taxicab (and/or shuttle

van) to respond to specific requests of individual customers (e.g., an ADA equipped vehicle, or a vehicle capable of accommodating oversize baggage).

1. Contractor shall have designated first line supervision at all times to supervise all aspects of this contract. The Supervisor shall have the overall responsibility and authority to assure the Contractor's compliance with this contract. A minimum of one manager/supervisor shall be on duty as designated at the terminal building. A second manager/supervisor shall be on duty to rove as designated in the Commercial Vehicle Staging Lot or the Terminal Building. In the absence of the site manager the on duty supervisor shall be responsible for all aspects of this contract and shall act as the site manager in the site manager's absence. These supervisors will be so designated at the inception of this contract and made know to the CEO or his/her authorized representative.
2. Supervisor's primary responsibility will be supervision, but they are expected to be "working supervisors" and cover any position as needed and/or determined by Ground Transportation personnel if necessary. Supervisors may be required to notify Ground Transportation personnel when leaving the operating area for their dinner break. When the supervisor at the terminal takes a lunch/dinner break, the second supervisor will be responsible for both areas.
3. The Contractor shall not assign the Ground Transportation starters any other management responsibility for any other operation(s) of Contractor, or any other duties which would adversely affect their full-time responsibilities under this Agreement.
4. The Contractor shall assure that Curb Management Services starters wear appropriate uniforms/safety vests or jackets displaying the word "Taxi/Limo/Shuttle" (or other such uniform that the CEO designates) in bold letters to clearly indicate to customers that they are responsible for taxicab and limousine (and/or shuttle van) loading and assigning passengers to the next waiting vehicle.
5. All personnel shall wear uniforms approved by the City while on duty. The City will determine numbers of uniform parts to be issued to all employees. The Contractor shall present uniforms or photographs of uniforms, including foul weather gear, for inspection by the CEO or his/her designated representative. The cost of uniforms shall be a reimbursable expense to the Contractor. All ancillary costs associated with uniforms shall not be reimbursable. These ancillary costs which are not reimbursable include delivery charges, cleaning charges, alteration charges, etc. The Contractor shall provide the uniform as approved by the City and shall ensure that all uniforms are cleaned, pressed, and presentable. This includes a traffic safety vest for each duty position.
6. Contractor employees may be required to wear Denver International Airport identification badges while on duty at the Airport.

7.08 OTHER PERSONNEL

Contractor shall provide, train, and supervise other personnel as required to assure the operation of the Curbside Management Services as required by this Agreement.

7.09 NOTICE OF PERSONNEL CHANGES

To assure compliance with the City's regulations, not less than bi-annually or upon request by the Contract Administrator, the Contractor shall inform the Contract Administrator in writing of the names of all Curb Management Services employees used in performance of this Agreement.

7.10 COMPLIANCE WITH LAWS

- A. 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 comply with all laws of the United States, the State of Colorado, and the Charter and Ordinances of the City and County of Denver, and will not use or permit Airport property or facilities to be used for any purpose prohibited by any of such laws. The contractor further agrees that it will use the roadway and other areas of the Airport in accordance with all general rules and regulations adopted by the City and County of Denver or the CEO for the governing and operation of Denver International Airport.
- B. Personnel assigned to Denver International Airport will be designated as Taxicab Dispatcher and Curb Coordinator for Denver International Airport and will act on behalf of and upon order of the CEO or his/her authorized representative in enforcing the Rules and Regulations of the Airport as adopted by the CEO; the Rules and Regulations of the Colorado Public Utilities Commission (PUC) with regard to taxicabs, taxicab drivers, and operation of the same; the Revised Municipal Code of the City and County of Denver as it applies to the licensing of taxicabs and taxicab drivers and the operation of cabs within the City and County of Denver. All personnel will cooperate and work harmoniously with City employees, the Denver Police Department, the Department of Excise and License, the Colorado Public Utilities Commission, such other parties as required by the CEO, and the general public. The Ground Transportation Department will assist the Contractor in the enforcement of all those rules, regulations, ordinances and laws governing such activities on Airport premises.

7.11 AIRPORT SECURITY

A. It is a material requirement of this Agreement that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. 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. Violation by Contractor or any of its employees or subcontractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

B. Upon execution of this Agreement, if Contractor's employees are required to wear airport security issued identification badges Contractor shall promptly meet with the Airport's Assistant Security Manager to establish badging requirements for Contractor's operations under

this Agreement. Contractor shall obtain the proper access authorizations for all of its employees and sub consultants 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. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of Contractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Agreement, Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to Contractor's operations at the Airport.

D. Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If Contractor fails to do so, 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 Contractor under this Agreement.

E. The Contractor will be responsible to notify Ground Transportation personnel or, if not during normal working hours for Ground Transportation personnel, Airport Security of any vehicles illegally or dangerously parked. The contractor shall not employ anyone who cannot obtain or does not have a DEN security badge if required.

7.12 GRATUITIES

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

7.13 JOB ASSIGNMENTS; SUBSTITUTION OF EMPLOYEES

A. It is the intent of the City that all key personnel identified in the Proposal actually perform such work at the Airport under the Contract, and that such key personnel be retained to work at the Airport for the term of this Agreement to the extent practicable and to the extent that such employment maximizes the quality of work performed hereunder. The Contractor shall not reassign any person holding the position of Manager to duties away from the Airport, unless it notifies the CEO, provides the CEO 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 CEO 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 CEO, and provide the CEO 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 CEO of the proposed successor.

7.14 TRAINING

A. The Contractor shall provide each employee assigned to perform work under this Agreement with adequate training in the duties of his or her job to perform the work competently. The Contractor will establish a formal, written training program in accordance with SOPs for each

job classification and provide to the Contract Administrator a copy of its training manual, which will be kept current with all amendments to the manual.

B. The Contractor shall provide for use to its employees all equipment needed to support a formal first class training program.

C. The failure by the Contractor to comply with the requirements of this section shall constitute a material event of default under this Contract.

7.15 CONTRACTOR'S OFFICES AND OTHER WORK AREAS

The Contractor shall maintain the interior of its offices in a completely clean, businesslike, and orderly manner at all times. Office furniture and equipment will at all times be presentable and businesslike. Broken, defaced or unnecessary items will be promptly removed and, if appropriate, replaced. The Contractor shall immediately upon discovery of the need, submit to the City a Maintenance Request Form for all repairs needed to any Airport facility, including the replacement of broken windows.

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. The Contractor will recycle its office paper, cans, glass and plastic bottles and all other materials for which the City provides a recycling program at the Airport.

7.16 PROTECTION OF PROPERTY; ACCIDENTS; DAMAGE

- A. The Contractor shall adequately protect Airport property, adjacent property and the traveling public and employees.
- B. In the event of damage to any City facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the CEO .
- C. The Contractor will be liable for the cost to repair any damaged City facilities or property when such damage is caused by the Contractor, its employees, agents or subcontractors. Any insurance deductible will be the responsibility of the Contractor.
- D. Any Contractor employee involved in a motor vehicle accident while driving on the Airport will immediately report the accident to his supervisor and to the Denver Police Department at the Airport. The Contractor will complete an accident report form for its own records and will supply a copy of that form to the Contract Administrator within 24 hours of the accident.
- E. Members of the traveling public or employees claiming any personal injury or loss, including damage to their vehicles, as a result of the Curb Management Services will be promptly referred to the Department of Aviation in accordance with procedures directed by the Contract Administrator. At no time will the Contractor or its employees make a promise or commit the City to any action regarding such a claim.
- F. Except in an emergency involving public safety or under proper legal authority, the Contractor shall not move vehicles. Neither shall the Contractor direct any vehicles to be backed up in the cab line or either the east or West side of the Terminal building. Failure

to comply with this stipulation will result in the Contractor being liable for damages resulting from vehicles they move or remove.

7.17 RESERVED

7.18 HOLDING LOT ROADWAY MAINTENANCE

The Contractor will inform the City immediately of any needed maintenance or repairs required in cab lanes, Level Five (5) of the Main Terminal, the dispatching area including the exit gate from the Staging Area, and all City areas the Contractor occupies.

7.19 VEHICLE USE

The Contractor shall provide a vehicle(s) at all times, without interruption to enable monitoring of terminal and dispatching operations by supervisors and other personnel. The Contractor will be responsible for the vehicle(s), vehicle(s) insurance, fees, permit costs, repairs, fuel, etc. The vehicle(s) provided shall be no more than five years old and shall be identified on both front doors with the Contractor's Company name in, at least, two inch block letters. The Contractor shall, at all times, provide an operable vehicle(s) meeting the above specifications to service this contract. Substitution vehicle(s) meeting the above specifications must be provided if primary vehicle(s) is inoperable or being repaired. If described vehicle is issued an AVI tag for Airport access, the Contractor will be responsible for that tag and, if lost or damaged, will be assessed a \$50.00 replacement fee.

7.20 TIME CLOCKS

The Contractor will be responsible for providing electronic time clocks in locations necessary to keep track of hours (recording all incoming and departing personnel duty hours) worked by employees. Hand written entries are not an acceptable substitute for time clock punched cards. Any incidence of malfunctioning time clocks (to include faded, unreadable print) which leads to hand written entries shall constitute default under the terms and conditions of the Contract and, if not corrected within 24 hours of occurrence may lead to cancellation of the contract. It is the Contractor's responsibility to maintain/repair time clocks provided and to assure their constant operability.

SECTION 8 – PLANS, REPORTS AND RECORDS

8.01 FALSE STATEMENTS

Knowingly furnishing to the CEO false statements or knowingly omitting material information required to be submitted under this Agreement, will constitute a default of the Agreement by the Contractor, and the City may use any available remedies, including but not limited to withholding future payments to recover any payments to the Contractor by the City, which are determined to be overpayments as a result of an audit, and, at its option, declare the Agreement terminated and exercise such other remedies available at law or herein.

8.02 BOOKS, RECORDS, AND ACCOUNTING

Contractor shall keep true and complete records and accounts within the Denver metropolitan area. Such records shall be kept in accordance with generally accepted accounting principles

which are acceptable to the City Auditor, and in accordance with the SOPs. Such system shall be kept in a manner as to allow Contractor's operations hereunder to be distinguishable from all other operations of Contractor. The City shall at all times have the right through its representatives to inspect such books and records. All such documents including but not limited to payroll records are to be made available to the City for inspection during reasonable office hours for a period of three (3) years after termination of this Agreement. Subject to the prior written approval of the City, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to this Contract.

The City Auditor, the CEO, and their respective authorized representatives, shall have the right at any time and from time to time to audit all of the books of account, bank statements, documents, files, returns, papers, and other records, whether stored in electronic media or in hard copy, of the Contractor and other documents required to be kept by the Contractor relating to this Contract. The Contractor, upon request by any of such officials, shall make all such records available for examination and inspection during reasonable office hours for a period of three (3) years after termination of this Agreement within the Denver metropolitan area. 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.

Upon request of the CEO, the Contractor shall make available to the CEO or his/her authorized representative, all payroll records, training records, invoices for materials, 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 DEN.

The Contractor agrees that the City's Auditor or CEO or authorized representatives, may inspect any tax data provided to the Department of Revenue as required by Denver's Revised Municipal Code, Chapter 53, Taxation and Miscellaneous Revenue and any related audit reports and data generated by the Department of Revenue. The Contractor waives any claim of confidentiality that it may have in connection therewith. Such records may include taxpayer's returns or reports, accompanying schedules and data, and associated audit data and information generated by authorized representatives of the City's Manager of Revenue.

8.03 INSPECTION OF RECORDS

In connection with any services performed hereunder the CEO, the City Auditor and any other authorized official of the City and County of Denver, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor pertaining to work performed under this Agreement for the purpose of auditing and examining them, and shall have the right to make excerpts and transcriptions of such records. The Contractor further agrees that such records will contain detailed information concerning all personnel, hours worked, and expenses incurred, and that

they shall be maintained for three (3) years after the termination of the Agreement. Such records shall be made available for inspection in the City and County of Denver.

8.04 COLORADO OPEN RECORDS ACT:

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

SECTION 9 – INSURANCE, INDEMNIFICATION, AND PERFORMANCE SURETY

9.01 INSURANCE

A. The Contractor shall obtain and keep in force during the entire term of this Contract, insurance policies as described in the City's form of insurance certificate, a copy of which is attached to this Agreement as Exhibit B and incorporated herein. The certificate specifies the minimum insurance requirements the Contractor and any subcontractors must satisfy in order to perform work under this Contract.

B. Upon execution of this Contract, the Contractor shall submit to the City a fully completed and executed original of the insurance certificate form (or ACORD form) which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

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), for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

F. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any

provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

9.02 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 sole 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.

9.03 PERFORMANCE SURETY

A. A Performance Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with the 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 CEO. If the CEO 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 CEO 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 of this Contract, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The only acceptable alternative to a Performance Bond is an Irrevocable Unconditional Letter of Credit from a financial institution acceptable to the City and County of Denver in the amount of Three Hundred Thousand Dollars (\$300,000.00). 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 Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as **Exhibit C**. Attorneys-in-Fact who sign Performance 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 10 – SUBCONTRACTING

10.01 SUBCONTRACTING

The Contractor is expected to perform all the work under this Contract with its own workforce, without subcontracting any part of such work. However, if unforeseen and urgent circumstances develop, in which the City believes that it will be in the City's best interest to allow the Contractor to subcontract for part or all of such work, the Contractor may do so. However, no final agreement or contract with any subcontractors shall be entered into without the prior written approval of the Director. Requests for such approval shall be made in writing and shall include a description of the nature and extent of the services to be provided, the name, address, and qualifications of the proposed subcontractor, and any other information requested by the Director. The insurance coverage required by this Contract shall be required as to any subcontractor's operations and employees. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

10.02 OBLIGATIONS OF CONTRACTOR

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

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

10.03 APPROVAL OF SUBCONTRACTORS

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

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

Before the CEO accepts any such subcontractor, the Contractor shall submit to the CEO 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.

10.04 NO CONTRACTUAL RELATIONSHIP

The City does not intend that this Section 10, or any other provision of this Contract, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its acceptance of a subcontractor will create in that subcontractor a right to any subcontract. The City's acceptance of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

SECTION 11 – WAGES AND SALARIES

11.01 MINIMUM WAGE REQUIREMENTS FOR EMPLOYEES

MINIMUM WAGE REQUIREMENTS FOR EMPLOYEES

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

POSITION	START	Each Year thereafter
Cab Starters	\$13.96 + Benefits	\$ Wage plus CPI (with a Maximum

		increase of 3%
		per year)
Supervisors	\$16.01 + Benefits	\$
Assistant	\$17.47 + Benefits	\$
Managers		
Manager	\$28.12 + Benefits	\$

In addition to the stated minimum hourly wages fringe benefits shall also be included. Fringe benefit amounts shall not decrease during the term of this agreement.

B. Wage Increase For Employees

Each subsequent year of this contract beginning May 2018 all Cab Starters shall be entitled to a wage increase effective May 1st, based on the Consumer Price Index. Effective May 1, 2018, the wages paid to Contractor hereunder shall be increased annually for each Contract Year during the term of this Agreement by application of the following formulae, where "Index" (or "CPI") is as defined in Section 1.07 of this Agreement (as "Consumer Price Index"), and each "Original Fee" is the number stated in Section 4.01.

The Fee Adjustment using the CPI shall involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This will be calculated by first determining the index point change between the two periods and then the percent change.

The following **example** illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

In no event shall the adjustment of wages paid to the contractor by use of the CPI increase more than 3% in any given year. If the CPI percentage change is calculated as a negative then Wages shall remain the same as the previous year.

C. Maximum Salary Increase

Notwithstanding any other provision in this Section, if the application of the wage increase formula under this Section for any year would result in a salary increase over 3%, then the salary shall be adjusted for an increase only up to a 3% level.

D. No Decrease in Salary

Notwithstanding any other provision in this Section, if the application for the formula under this Section for any year would result in a decrease, then the salary shall remain unchanged.

Notwithstanding any increases in the Denver-Boulder CPI in any given year, wages shall not increase more than 3% each year.

11.02 PAYMENT OF WAGES

- A. Pursuant to Section 20-80 of the Denver Revised Municipal Code (D.R.M.C), the Contractor shall pay every worker 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 \$13.96 per hour the first year of this contract, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. The Contractor shall post in a prominent place which is easily accessible to the Covered Workers the scale of wages to be paid to such workers.
- B. The Contractor shall furnish to the City Auditor or his authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers working under this contract, either for the Contractor or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under this contract, either for the Contractor or a subcontractor, that payments were made to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, either by the Contractor or any subcontractor, were paid the living wages as set forth in this contract.
- C. . In no event shall any increases in 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 wages after the date of this Agreement shall not be permitted.
- D. If any worker to whom 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 CEO may, at his/her 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.

SECTION 12 – DEFAULT, REMEDIES, TERMINATION

12.01 TERMINATION FOR CONVENIENCE OF THE CITY

The CEO, upon giving a minimum of thirty (30) days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the City. If this 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 Contract::

- A. In the opinion of the CEO, the Contractor fails to perform adequately the services required in the contract;
- B. In the opinion of the CEO the Contractor fails to perform the required work within the time stipulated in the contract; or
- C. The Contractor is in default under any other contract, purchase order, or agreement with the City.
- D. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.
- E. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.
- F. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the CEO of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.
- G. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.

12.03 REMEDIES

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

- A. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder.
- B. The City may cancel and terminate this Agreement upon giving 30 days written notice to Contractor of its intention to terminate, at the end of which time all the

rights hereunder of the Contractor shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days.

- C. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of services required to keep the On-Demand Taxicab Services in operation, at the expense of the Contractor. The City may recover any actual excess costs by: (1) collection against the Contractor's performance bond; (check). 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 PROVISIONS

13.01 GOVERNING LAW; VENUE

- A. 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.
- B. 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.
- C. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.
- D. 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 contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

13.03 ASSIGNMENT OF CONTRACT

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

13.04 DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved by administrative hearing before the CEO 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.

13.05 CITY SMOKING POLICY

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 25 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

13.06 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

13.07 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT

a. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Contractor is liable for any violations as provided in the Certification Statute.

b. By signing this Agreement, the Contractor certifies that, at the time of signing, it does not knowingly employ or contract with an illegal alien and that it has participated or attempted to participate in the basic pilot program ("Basic Pilot Employment Verification Program", "Basic Pilot Program" or "BPP"), as defined in § 8-17.5-101(1), C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

c. The Contractor shall also comply with the following provisions:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed or attempted to confirm the employment of all employees who are newly hired for employment in the United States through participation in the BPP, and that if it is not accepted into the BPP prior to entering into the Agreement, it shall apply to participate in the BPP every three months until it is accepted into the BPP or the Agreement has been terminated, whichever occurs first.

(4) It is prohibited from using BPP procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three days. The Contractor will also then terminate such sub-consultant or subcontractor if within three days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

13.08 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.

13.09 PATENTS AND TRADEMARKS

A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Contract. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Contract.

B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright registered or owned by the City, including the City's DEN 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.

13.10 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 DEN and the Contractor waives any right to claim damages or other consideration arising therefrom.

13.11 STATUS OF CONTRACTOR

It is agreed and understood by and between the parties hereto that the status of the Contractor shall be that of an independent Contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1 (E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Contractor or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

13.12 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 NOTICES

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

by Contractor to: Chief Executive Officer
Airport Office Building, 9th Floor
Denver International Airport
8500 Peña Boulevard
Denver, CO 80249

by City to: ABM Aviation
1150 S. Olive Street 19th Floor
Los Angeles, CA 90015
Attn: D. Scott Hutchinson

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

13.14 FEDERAL PROVISIONS

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or

property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of Denver International Airport.

13.15 FORCE MAJEURE

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party, including shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to relieve Contractor of its responsibility to provide all required services hereunder in the event of a labor dispute, strike, or boycott action by or on behalf of any of Contractor's or a subcontractor's employees, or by or on behalf of the employees of any other company doing business at the Airport.

13.16 CONFLICT OF INTEREST

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

13.17 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 CEO, 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 CEO, member or members of City Council, or the Auditor.

13.18 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.

13.19. FEDERAL AID PROVISIONS:

General Civil Rights

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance.

This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Federal Fair Labor Standards Act

This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Contractor has full responsibility to monitor

compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act

This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Contractor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request City to enter into any litigation to protect the interests of City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

13.20 ENTIRE CONTRACT

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

13.21 DSBO GOALS:

The Contractor is subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is zero percent (0%). Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder.

13.22 DIVERSITY AND INCLUSIVENESS:

A. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

B. The Contractor is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

13.23 CITY EXECUTION OF CONTRACT

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



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201733570-00

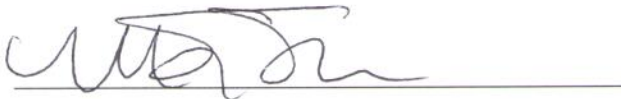
Contractor Name: ABM Aviation

By: 

Name: D. SCOTT HUTCHINSON
(please print)

Title: VICE PRESIDENT, GLOBAL ACCOUNTS
(please print)

ATTEST: [if required]

By: 

Name: M. SCOTT SNOW
(please print)

Title: REGIONAL OPERATIONS MANAGER
(please print)



COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Contractor, and the term "sponsor" shall mean the "City."

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

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

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take

action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Contractor and the term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

EXHIBIT A

STANDARD OPERATING PROCEDURES FOR CURBSIDE TRANSPORTATION MANAGEMENT SERVICES AT DENVER INTERNATIONAL DEN (DEN)

1. General Policy Statement:

The objectives of the Curbside Transportation Management Services operation are to allow controlled access by taxicab companies regulated by the Colorado Public Utilities Commission, maintaining the smooth flow of vehicles including (but not limited to) limos along the curbside areas, and assisting the traveling public in their use of DEN facilities and ground transportation.

2. Monthly Invoice:

A. As specified in the Curbside Management Agreement, the City and County of Denver ("City") will pay the Contractor for approved operating expenses for the previous month, which are reimbursable under this Agreement.

B. The City must be in receipt of the previous month's invoices no later than the tenth of each month. To expedite payment, submit each invoice in the following format:

1. Use a cover sheet on Contractor letterhead, include date invoice is submitted, clearly indicate invoice period and indicate an invoice number.

2. Include copies of employee time cards for specified period in Excel format.

3. Indicate billing period by showing total number of hours worked each day and week. This should be tabulated with a total for the month as indicated below:

4. Total hours x (times) hourly rate = (equal) monthly reimbursement. The City shall process reimbursements per the City's Prompt Payment Ordinance.

5. Overtime hours, as approved by the City in writing prior, will be reimbursed at time and a half based on the hourly bid amount. The Contractor shall make every attempt to schedule employees in such a manner that the base hourly rate will be reimbursed rather than the overtime-hourly rate.

6. Receipts that are illegible, not dated or labeled, will not be reimbursed. If there is a question on the legitimacy of an item to be reimbursed, the item will be deducted from the invoice until it can be approved. Contractor keeps copies of cancelled checks on file locally.

7. Invoice for reimbursable items must include the following and be emailed to terry.smith@flydenver.com:

- a. City purchase order, requisition number, or contract agreement number
- b. Items are to be listed individually and indicate for which employee uniform pieces were purchased.
- c. Unit price, extended and totaled.
- d. Quantity ordered, back ordered, and shipped
- e. Invoice number and date.

- f. Contractor name and shipping address.
- g. Payment terms.

3. Personnel:

1. The Contractor shall maintain adequate personnel to provide the level of service required by the City in this contract.
2. Staffing levels by position and hours of coverage for employees shall be established by the City. Contractor supervisors will be expected to vary working hours from time to time in order to observe, become familiar with and adequately supervise all shifts of the 19-hour, 7-day a week operation from 0700 to 0200 at terminal.
3. Specific job procedures and work methods for employees in each job will be established by the Contractor in concert with the City in addition to the SOPs, and a copy provided to the City.
4. The Contractor shall establish a written training program in concert with the City for each job classification and maintain a current record of the training of each employee. This should also include a retraining schedule. A copy of the training schedules must be provided to the City for reference on a regular basis.

4. Rules of Conduct/Employment:

It is extremely important that all Contractor employees read carefully and adhere to these rules of conduct. The Contractor may have additional rules, which shall be submitted, to the City for reference.

1. Employees must conduct themselves in a dignified and professional manner, maintain integrity and honesty with the public, supervisors, fellow employees, and the City. The Contractor employees will remain alert and awake while on duty.
2. Profanity directed toward any individual or group is not allowed. Disorderly conduct in any job related area will not be tolerated. Inappropriate behavior (intimidation, coercion, fighting, or threatening bodily harm) that may affect the job performance or endanger the safety of any individual will not be tolerated.
3. Any employee suspected to be under the influence of alcohol or illegal drugs will be removed from duty and may not return to work until an investigation is completed. Refer to City Executive Order No. 94.
4. Compliance with all laws and regulations.
The Contractor agrees not to use or permit DEN premises to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the Charter or ordinances of the City or for any purpose not specifically authorized hereunder or in accordance herewith, and it further agrees that it will use the premises herein described in accordance with all rules and regulations adopted from time to time by the City or its Manager(s) of Aviation for the management, operation and control of DEN, either promulgated by the City or by said Manager on its or his own initiative or by or in compliance with regulations or actions of any federal agency authorized to regulate interstate flights to and from said DEN, including without limitation, requirements for

meeting and greeting pre-booked and pre-ticketed passengers in the Terminal Building. The Contractor further agrees to submit any reports or information regarding its operations that the CEO of Aviation, the Director of Parking and Transportation, the Contract Administrator or his/her authorized representative may request.

5. A Supervisor shall be called if arguments with cab drivers or passengers occur. A written account shall be submitted to DEN authorized representative within twenty-four (24) hours after incident.
6. There will be no smoking, eating, or drinking at assigned positions, except during the summer months when Cab Starters may keep a small container of water at their workstation. There shall be no radios or reading materials at assigned positions. There shall be no cell phone use at assigned positions with the exception of contract/work related conversations or emergency phone calls.
7. **Employees shall not accept gratuities or special favors from drivers, passengers, or other employees.** Verified violations of this provision may result in the City ordering prompt removal of the identified offender from servicing the contract.
8. There will be no delivery of food or other items to or from DEN from any commercial driver.
9. Self Service luggage carts are not to be retrieved for reward while on paid duty.
10. Contractor's Cab Starters are not allowed to show favoritism to any commercial operator, i.e., sitting inside a commercial vehicle while on duty, giving long trips to certain individuals or companies, etc.
11. Contractor employees' personal vehicles are to be parked in designated employee spaces. They are not allowed in any Ground Transportation commercial areas. Contractor vehicle(s) will be parked as directed by DEN Ground Transportation staff.
12. Use of City telephones will be for official business. Exceptions will be made in the event of an emergency. Disciplinary action will be taken in the event of misuse. No personal cell phones are to be used while on duty; however they may be used during authorized break times.
13. Comments detrimental to the Contractor, DEN, or the City will not be tolerated.
14. Employees will not remove or destroy property belonging to DEN or its tenants.
15. Inappropriate behavior (intimidation, coercion, fighting, or threatening bodily harm) that may affect the job performance or endanger the safety of any individual will not be tolerated.
16. Employees are prohibited from distributing literature or posting notices of any kind on DEN property without specific approval.
17. All staff is expected to wear assigned uniforms while on duty. A neat and professional appearance is mandatory. Modification of the uniform for summer and winter comfort will be allowed. Comfort will be the responsibility of each individual. It is suggested that all

staff keep additional gear for all kinds of weather conditions in their locker while on duty to insure maximum comfort.

18. Contractor's Starter Supervisor must authorize any employee leaving the work site.
19. Unauthorized stoppage of work assigned will not be tolerated.
20. Employees must get approval from the DEN Contract Administrator to be employed by any second/third job.
21. Any infraction of the above may result in a recommendation by the City that the involved Contractor employee be reassigned from working under this Contract.

5. Duties:

Note: The Director of Parking and Transportation reserves the right to amend the following Duties during the term of this contract.

The duties of Contractor employees will include, but not be limited to, gaining taxi cab compliance with Part 90 - Taxicab Rules and Regulations as stated on www.flydenver.com, assistance to travelers, monitoring operating areas, performing filing and paper work associated with the office and maintaining a safe environment for employees and the public in the areas assigned to the commercial vehicle operation.

1. Maintaining control of the commercial vehicle operation at DEN is key in gaining compliance with the rules and regulations of the program. All employees shall be thoroughly familiar with the published DEN rules governing taxicab operations. Violations of the rules should be dealt with in an impartial and courteous manner. Any action by a taxicab operator that presents a hazard or violates Public Utilities Commission or DEN rules or causes a traffic jam must be dealt with immediately. In the event the situation calls for police intervention, a request must be made for the dispatch of a ground transportation staff member and a police officer to the scene. The Contractor shall remain at the scene to provide any help that DEN staff may require.
2. Ground Transportation staff will monitor taxicab/curbside management operations. Ground Transportation staff will discuss concerns with the Contractor supervisor. Situations may arise which will require immediate decisions from authorized Ground Transportation staff, i.e., emergencies, flight banks, inclement weather conditions, and/or mechanical problems with gate arms. These decisions will be implemented immediately with the cooperation of taxicab dispatchers/curbside management services and their supervisors who will be notified of such action. This is done in order to expedite and guarantee movement of cabs to their respective doors and ensure passenger satisfaction.
3. The Denver Police Department ("DPD") officers assigned to DEN provide security and backup for all departments during emergencies. Traffic movement and rules compliance are two of their major responsibilities and the predominant reasons why DPD interfaces with taxicab operations. Ground Transportation staff is authorized to issue violation notices when necessary. Contractor shall radio for assistance from Ground Transportation staff for towing or if in need of a police officer.

4. Information/documentation/web-site address is available to give to the public to advise them about filing a complaints, suggestions and commendations. Each passenger wishing to file a comment (complaint, suggestion, commendation, etc.) shall be provided with the web site and a copy of the attached Public Utilities Commission complaint form by the cab starter.
5. Due to the nature of the work being performed, employees may be subjected to inclement weather, potentially hazardous traffic situations, and hostile confrontations. Employees are responsible for their own comfort and safety while on duty.
6. In the event of hostile confrontations, employees should avoid arguing and instead of escalating the situation they should solicit assistance from other staff, supervisors, Ground Transportation, or Denver Police Department in order to maintain the operational flow and an orderly environment.
7. Taxicabs shall be dispatched to the Main Terminal Building from the Commercial Vehicle Staging Facility (also known as Commercial Vehicle Holding Area) as needed, and the first taxi dispatched from the Holding Lot may not necessarily be the first cab to obtain a fare.
8. The dispatching area for taxicabs at the Commercial Vehicle Holding Area (CVHA), is the vacating area (sometimes referred to as the “ready area”) where drivers may leave their vehicles before being dispatched to the terminal.
9. In order to gain mutual respect with the cab companies and their drivers, the Contractor’s employees must maintain an appropriate attitude and tone of voice. Good discipline is required by all employees.
10. There are rules for the cab lanes, as outlined in Part 90 – Taxicab Rules and Regulations, as published on www.flydenver.com, that drivers are expected to adhere to when operating at the DEN. If drivers are discovered in violation of these rules there is an incident report that should be filled out to submit to the Ground Transportation Section.
11. The Contractor’s Starters will be knowledgeable regarding DEN and taxicab information and will distribute to the public as directed by the Ground Transportation Department any pertinent information. Cab Starters need to have knowledge of the Metro Denver area, the street locations, what events (festivals, conventions, etc.) are taking place and at which locations. Passenger(s) and the taxicab drivers shall be allowed to discuss destinations and may acquire suggestions regarding hotels and restaurants from the Contractor’s Starters.
12. Contractor’s Cab Starters shall not ask for the passenger’s (traveler’s) destination; it is between the traveler and the driver, except under multiple loading or shared ride situations. It is not the taxicab starters’ responsibility to obtain the best fare for the passenger. Taxicab starters are present to assist passengers in obtaining a taxi.
13. The taxicab drivers have access to the facilities in the CVHA. The taxicab dispatch area in the CVHA is indicated on the attached map.

14. Public relations are an integral part of the Contractor's dispatcher/starter's job. Assisting the public whenever needed. If the Contractor's dispatcher/starter does not have specific information, their supervisor should be able to assist. The Contractor's taxicab starters will often be the first people a traveler comes in contact with and also the first who represents the City. First impressions are lasting ones. Contractor's Cab Starters are to remain level headed and helpful during situations which may be stressful for them, the public/traveler, or a cab driver.
15. Taxicab Dispatcher/Starters must anticipate situations, which may arise. They must know the peak times for passenger arrivals and special passenger movements, i.e., conventions being held downtown. Dispatchers/starters are to stay in touch by radio and keep the others informed of their location when a unique situation occurs. The duty area extends from Door 500 to Door 516 on the West Side of the Terminal, and Door 501 to Door 517 on the East Side and the dispatching area in the CVHA (See maps 1-5).
16. Taxicabs shall off-load passengers at the fifth (5th) Level in the drop off lane or on Level 6 at the driver's discretion. Drivers are to load only from the cab lane at the starter's direction unless there is a unique situation, which requires the cab to vacate the cab lane to load.
17. All duties and responsibilities are outlined for a tour of duty are to be completed so as not to force the oncoming duty taxicab dispatcher or starter to bear the burden of any incomplete tasks.

6. Contractor's Taxicab Starter Functions and Responsibilities:

The primary function of the Contractor is to assist the traveler in finding their ground transportation provider and to maintain a sufficient number of cabs at the terminal.

1. Help gain compliance with DEN rules and regulations pertaining to taxicabs.
2. Provide the most current Ground Transportation and general DEN information to the Public.
3. Be aware of all safety hazards concerning passengers, drivers, other employees and themselves. **Report hazards to Ground Transportation staff via the Supervisors.**
4. Keep egresses and through lanes open for immediate cab departure or dispatch.
5. Call a supervisor when in need of assistance using a two way radio. Supervisors shall be the only people who will contact Ground Transportation, except in an emergency, or if no Supervisor is available. If an emergency occurs, contact both Ground Transportation and a Taxicab Dispatcher/Starter Supervisor.
6. Fill out all incident reports in detail including the cab driver's name.
7. Remain at station until relieved. No starter is to leave the airport while on duty without permission, or have visitors of a personal nature.
8. Drivers will report to the first loading area on each side of the fifth (5th) level of the Terminal, and surrender the ticket to the starter for verification before being allowed to

enter the line for loading. At this time the driver will enter the back of the line on the side of the Terminal for which he/she holds a ticket. Depending on demand for taxis, cabs may be dispatched to the forward most loading location.

9. Verify the cab driver's meter begins after the passenger is in the car. Drivers may begin their meter while waiting for a passenger to retrieve baggage or for another rider. The meter are not to begin while cabs are being dispatched from the CVHA.
10. Insure that drivers comply with the Americans with Disabilities Act, which ensures that Service Animals (including but not limited to Seeing Eye dogs) and visually impaired or otherwise disabled persons are considered one person and are not charged an extra fare, per Public Utilities Commission regulations.
11. Report malfunctioning cab gates to Ground Transportation personnel assigned to the CVHA.
12. Anticipate peak arrival times to insure effective cab service to the public by endeavoring to have sufficient taxis on Level 5 during normal dispatch hours.

7. Contractor's Cab Starter Dispatcher Functions and Responsibilities:

The functions of the Dispatcher at the CVHA and the Cab Starters at the Terminal will be as follows.

1. As each cab enters the CVHA they will access the area to be known as the "Ready Area". Drivers may leave their vehicles **TEMPORARILY** for the purpose of using the lavatories, telephones or the drivers' waiting areas inside the CVHA or outside at the drivers' waiting shelter or shade shelters.
2. Cabs are to be dispatched from the "ready area." This will be accomplished by the cabs being formed into five (5) lines that will be controlled by a light system activated by the dispatcher from the office located on the North Side of the CVHA. When the dispatcher learns the number of cabs needed, as dictated by a call from one of the starters at the Terminal, he/she will activate a green light for the particular lane of cabs to be dispatched. The green light will stay on until the particular number of cabs has proceeded to the dispatch window and received from the dispatcher a certain color ticket denoting east or west side of the Terminal.
3. The color of the tickets will indicate to which side of the Terminal the driver will be dispatched
 - a. Yellow Ticket – East side of the Terminal
 - b. Salmon Ticket – West side of the Terminal
 - c. White Ticket – Personal Trip - Driver also needs to obtain driver pass and will proceed to special loading area on appropriate side of the Terminal.
4. The driver will be given ten (10) minutes to arrive at the designated area from the time shown on his/her ticket after leaving the CVHA. If the driver arrives after the allotted drive time without a valid reason, i.e., breakdown, flat tire, etc., they will not be allowed to load and will be send back to be dispatched again.

5. The dispatcher and the starter will work together to insure that the proper number of cabs are available at all times to accommodate the number of passengers awaiting cabs. The dispatcher and starters will be responsible to know peak loading times and be aware of any extenuating circumstances, such as weather, so as to avoid any delays to the traveling public.
6. The dispatcher will also be responsible for the cleanliness of the dispatch area during their shift, as well as providing information to the Ground Transportation Staff concerning the conduct of drivers while in the Ready area.
7. It will be the responsibility of the dispatcher to monitor the operation of this gate to insure it is operating properly. If the gate is malfunctioning or the arm is damaged, the dispatcher shall the Ground Transportation Office located inside the CVHA building.
8. If a vehicle crashes the gate, the dispatcher has the responsibility to report this violation to Ground Transportation personnel with all appropriate information regarding the incident. Drivers observed breaking gate arms will be charged with destruction of City property.

8. Taxicab Supervisor Duties:

Taxicab Supervisor's duties include but are not limited to:

1. Supervisors will insure that all loading locations are properly staffed at all times. The stanchion configuration shall be allowed to have two (2) parallel lines within close proximity of each DEN authorized cab loading area.
2. Report any radio or other equipment problems to the Ground Transportation supervisor immediately.
3. Communicate with Ground Transportation supervisor concerning any unusual operational or emergency situations.
4. Notify Ground Transportation of any hostile actions on the part of passengers, taxicab drivers, or taxicab starters.
5. The Supervisor will numerically reconcile all tickets collected at the Terminal Building twice daily. (See Daily Ticket Reconciliation.)
6. All complaints, incident reports, accident reports or other relative correspondence will be routed to the main Ground Transportation Office.
7. It is the supervisor's responsibility to ensure fair and equitable rotation of time spent at each location by each cab starter. The object of the rotation is to prevent extended exposure to traffic, pollution, and extreme weather conditions, supply some variation in daily routine and discourage familiarity between starters and drivers.

9. Taxicab Starter Terminal Rotation:

1. Cab Starters will follow a standard duty route.

2. All loading points will be staffed when customer traffic dictates and as loading points are designated.
3. Depending on construction or other activity, the traffic and queuing situation will change. Cab starters will be notified, as much as possible, ahead of time if there is to be a major change. The City will endeavor to notify supervisors of any changes or problems that may occur.
4. Cab Starters must anticipate traffic needs to ensure sufficient taxicabs are being dispatched from the Commercial Vehicle Staging Facility.

10. Taxicab/Limo Loading:

1. Contractor employees will conduct themselves in a dignified and professional manner at all times.
2. The dispatcher assigned to the CVHA is responsible for dispatching cabs to the Terminal upon request.
3. Once taxicabs have arrived at the Terminal Building, they shall be staged on the West side, and on the East side of island (1) one. With limos being staged on island 2 on the West side and East side. Depending on the demand for taxis, they will be dispatched to the forward loading location to stage. The first taxicab dispatched to the Terminal is not necessarily the cab to obtain the first fare.
4. Loading on a first-come-first-serve basis ***depending upon customer preference, or if indicated by the customer.***
5. Cab Starters are never to initiate multiple loading unless deemed necessary by the supervisor. Only under certain conditions, when passenger requests for cab service are high and few taxicabs are available, (which occurs often during inclement weather), the cab starter may be authorized to load passengers according to the Standard Operating Procedures, SOP for multiple loading. Questions may be taken to a Taxicab Starter Supervisor or Ground Transportation personnel.
 - At NO OTHER TIME will the cab starter provide multiple loading unless requested and approved by passengers.
 - Multiple loading must be approved by the passenger(s) first assigned to the taxicab. Without this approval, there will be no multiple loading for that particular cab.
6. Cab drivers are never to initiate multiple loading at DEN.
 - Shared Rides may be requested. The concept of shared ride is to group two or more riders going to the same area, at a flat rate per person, in an effort to reduce costs to the passenger and reduce pollution in the City.
7. Cabs may offload passengers on level 6 or in the drop off lanes on level 5. Cab drivers are authorized to pick up fares in cab lanes on the fifth level of the east and west side unless otherwise authorized by cab starters, police or Ground Transportation personnel.
8. Passengers have the right to request a specific cab Contractor or type of vehicle (e.g. metered or flat rate cab). Cab Starters will endeavor to honor all such requests. a. Cab

drivers may request a DIA taxicab service comment form in order to record their concerns with starter service or related DEN problems.

9. Cab starters will complete incident paper work if violations of rules occur or if requested by Ground Transportation. In all incidents involving overcharges, trip refusals, multiple loading without permission, or lack of service, starters should endeavor to obtain a statement from the passengers.
10. As cabs are dispatched from the Ready Area, dispatchers will issue drivers a ticket indicating if they are to go to the East or West Side of the Terminal. The driver then will proceed to the terminal. The Cab Starter at the Terminal is to collect the ticket from the driver upon their arrival at the East or West Side.
11. "Personals," trips where drivers have made arrangements off the DEN to pick up a specific passenger, are to come through the dispatch area in the CVHA, obtain a driver's pass and be issued a ticket identified with a "P". They will surrender the ticket to the Cab Starter when they arrive at the terminal, on the East or West Side of the Terminal.

11. Daily Ticket Reconciliation:

1. There are three colors of tickets:
 - a. East Side – Yellow Ticket
 - b. West Side – Salmon Ticket
 - c. Personal – White Ticket
2. The Contractor's Taxicab Supervisor will reconcile all tickets collected at the Terminal Building numerically by color daily, to include recording how many trips were made per each taxicab Contractor, **and report to authorized DIA personnel.**
3. The Contractor is responsible for accounting for and documenting any missing dispatch tickets.

12. Taxicab Gate Handling Procedures:

If a cab gate malfunctions, contact Ground Transportation personnel in the CVHA Lot Office.

They will respond to repair the gate.

13. Radio Procedures:

1. The radio will be used in a professional manner.
2. Cab Starters will use the radio to quickly dispatch taxicabs to one of the loading points.
3. Radio transmissions will be limited to business matters only.
4. Radio transmissions will be monitored; misuse of the radio will not be tolerated.
5. The Cab Starter radio call signs are as follows
 - a. West Side are Cabs West
 - b. East Side are Cabs East
 - c. Cab Supervisor at the Terminal Building is Cab 1
 - d. Holding Lot Supervisor is Cab 2
 - e. Holding Lot Dispatcher is Cab Base
6. Cab west will request from Cab Base. Cab east shall request from Cab Base.

7. Proper radio procedure is as follows:
 - a. Identify yourself (Cab West initiating call). Example: Cab West, Cab Ease
8. Relay your message.
 - b. Example: Cab East, Cab Base, I need one. It is not necessary to say what you need, it is already known.
9. The person initiating the call must clear the channel.
10. It is imperative to maintain possession of radios at all times and listen very carefully.
11. Any person violating radio procedures is subject to disciplinary action.
12. If assistance is needed at any door for any reason, call the supervisor on duty.
13. Misuse of DEN radios may result in FCC violations and ultimate loss of complete radio frequency. This includes use of profanity. NOTE: Any resulting fines to DIA may be passed along to the contractor.
- 14. Memorize and use the phonetic alphabet. (See Figure 1.) and Zulu military time identifiers**
15. As a condition of the Contract, misuse, damage, loss or abuse of City issued radios may result in the Contractor being billed by the City for repairs as a result of misuse and/or loss of radios or related equipment.

FIGURE 1

PHONETIC ALPHABET

A - Alpha N - November
 B - Bravo O - Oscar
 C - Charlie P - Papa
 D - Delta Q - Quebec
 E - Echo R - Romeo
 F - Foxtrot S - Sierra
 G - Golf T - Tango
 H - Hotel U - Uniform
 I - India V - Victor
 J - Juliet W - Whisky
 K - Kilo X - X-Ray
 L - Lima Y - Yankee
 M - Mike Z - Zulu

ZULU – MILITARY TIME

AM	PM
2400 Midnight	1200 Noon
0100 (1:00 am)	1300 (1:00 pm)
0200 (2:00 am)	1400 (2:00 pm)
0300 (3:00 am)	1500 (3:00 pm)
0400 (4:00 am)	1600 (4:00 pm)
0500 (5:00 am)	1700 (5:00 pm)
0600 (6:00 am)	1800 (6:00 pm)
0700 (7:00 am)	1900 (7:00 pm)
0800 (8:00 am)	2000 (8:00 pm)
0900 (9:00 am)	2100 (9:00 pm)
1000 (10:00 am)	2200 (10:00 pm)
1100 (11:00 am)	2300 (11:00 pm)

Examples: 0420 = 4:20 am 1913 = 7:13 pm

14. Taxicab Operators:

DEN Permitted operator(s)

1. Ground Transportation will contact the companies on any incidents involving one of their drivers. (See attached Taxicab Incident Report).

15. Reporting Taxicab Driver Violations:

1. Upon observing any of the following violations, cab starter is to obtain cab Contractor name, cab identification number, or license plate number, if possible the driver's name; then report immediately to Ground Transportation on the DEN Taxicab Incident Report Form (See Attachment 8.)
2. Bypassing Dispatcher: Any cab accessing the cab lane without proper trip ticket will be required to return to the Dispatch Lot
3. Crashing through the Cab dispatch gate: If a cab vehicle crashes the gate, the dispatcher must report this violation to Ground Transportation staff. Anyone observed breaking gate arms will be charged with destruction of City property.
4. Multiple Loading of Passengers: Taxicab drivers SHALL NOT initiate multiple loading at DEN. Only under certain conditions, when passenger requests for cab service are high and few taxicabs are available, (which occurs often during inclement weather), the cab starter may be authorized to load passengers according to the Standard Operation Procedures, for multiple loading.
5. Loading in Drop-Off Lanes: Taxicabs are not allowed to pick up passengers anywhere other than the designated cab-loading lane on either side of the terminal, unless authorized by DEN Police or Ground Transportation personnel.

16. Taxicab Operating Areas within Colorado:

NOTE: All taxicab companies may transport passengers from DEN to any location within the State of Colorado. Not all taxicab companies may pick up passengers from any location within Colorado and transport passengers to DEN.

17. Identification Badges:

1. Some Contractor employees shall obtain DEN identification badges through DEN Security. Badges will be displayed on the **outermost part of the** upper left side of the uniform at all times.
2. Lost identification must be reported to a supervisor immediately, Contractor employees will pay to replace lost identification.
3. Contractor employees terminating employment will be required to turn in identification badges, uniforms, keys and City issued safety vest.

18. Uniforms and Appearance:

1. Taxicab Dispatchers/Starters and Supervisors will wear full uniforms including safety vests at all times while on duty at the DEN. During extreme weather conditions, variations to the basic uniform may be approved by the City.
2. The Contractor shall provide a complete uniform for employees at no expense to the employees with items approved in advance by the Director of Parking and Transportation.
3. It is the responsibility of the Contractor and employee to ensure all uniform gear is kept clean and properly fitted at all times.
4. The Contractor will be responsible for replacement uniforms if not properly maintained by its employees.
5. At no time will the Contractor's employees be permitted to wear jeans in place of their uniform slacks.
6. Contractor employees will wear acceptable black or brown shoes with their uniforms. During cold, wet, or snowy weather, approved insulated boots may be worn.
7. Contractor employees must maintain excellent personal grooming. Hair must be neat, clean, and moderately styled. Beards and mustaches must be kept trimmed.
8. Contractor employees terminating employment will be required to turn in uniforms. Payment for the cost of items not turned in shall be the sole responsibility of the Contractor.
9. All Contractor personnel will comply with the DEN Rules and Regulations and with the Contractor's general rules for employee conduct.

19. Safety:

1. Taxicab drivers will adhere to the posted speed limit at all times.
2. Taxicab Starters will closely monitor pedestrian traffic in crosswalks and loading areas. They will attempt to prohibit passengers from walking down the cab lanes.
3. Cab Starters will adhere to DEN rules governing the loading of cabs.
4. Except in an emergency involving public safety, or under proper legal authority, the Contractor employees shall not move vehicles. Neither shall the Contractor employees direct any vehicles to be backed up in the cab line on either the East or West Side of the Terminal Building. Failure to comply with this procedure will result in the Contractor being liable for damages as a result of moving these vehicles.
5. Starters will not lift or place baggage in taxicabs. That is the cab driver's responsibility.
6. Taxi Starters and Supervisors shall wear approved safety vests at all times while on Level 5.

20. Employee Parking:

1. Employee parking is located at the Landside Employee Lot. The monthly permits may be purchased at the Parking Permit Booth located in the north end of the terminal on Level 5.
2. Employees specifically assigned to the Commercial Vehicle Holding Lot Building during the contract, may park as directed in the holding lot. Each employee must provide the license plate number, make and model of any vehicles they will park there while on duty.

21. Forms:

Other additional necessary DEN forms will be provided by the City to the Contractor.

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ ,
a corporation organized and existing under and by virtue of the laws of the State of _____ ,
hereafter referred to as the "Contractor", and _____ ,

_____ ,
a corporation organized and existing under and by virtue of the laws of the State of _____ ,
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to
as the "City", in the penal sum of **THREE HUNDRED THOUSAND DOLLARS AND NO CENTS
(\$300,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly
to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all
labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to
do, perform and complete **CONTRACT NO. CURBSIDE TRANSPORTATION
SERVICES**, Denver, Colorado, and has bound itself to complete the project within the time or times specified
or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions
thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract
being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully
observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the
Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference
made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in
such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and
effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the
Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all
damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of
the Contract), claims, demands, expense and charge of every kind (including claims of patent infringement)
arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said
work; and shall fully reimburse and repay to the City all costs, damages, losses and expenses which it may
incur in making good any breach or default based upon the failure of the Contractor to fulfill its obligation to
furnish maintenance, repairs, services, or replacements for the full guarantee period provided in the Contract
Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said 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 that if the Contractor will indemnify and save harmless the City for the extent of any and all
payments in connection with the carrying out of such Contract, then this obligation shall be null and void;
otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire,
sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or
materials used or consumed by said Contractor or its subcontractors in 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 will pay the
same in any 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 no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20__.

Attest:

Secretary

Contractor

By: _____
President

Surety

By: _____
Attorney-In-Fact

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

APPROVED AS TO FORM:

KRISTIN M. BRONSON,
City Attorney for the City and County of
Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: _____
MAYOR

By: _____
CEO DEPARTMENT OF AVIATION

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION
(SAMPLE)**

FAX NUMBER: 303-342-2552
TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney
Airport Office Building
8500 Pena Blvd. #9810
Denver, CO 80249-6340

RE: (Company name)

Contract No: «Contract_No»
Project Name: «Project_Name»
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through

_____ insurance
company, on _____, 20__.

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at _____.

Thank you.

Sincerely,

EXHIBIT D SCOPE OF WORK CURB TRANSPORTATION MANAGEMENT SERVICES

Services Objective:

The primary objectives of the Curb Transportation Management Service agreement includes, but is not limited to the following:

- providing equitable access to the airport staging and loading areas for all local taxi companies;
- dispatching taxis from the holding lot; maintaining an even movement of vehicles in the terminal curbside loading areas;
- monitoring the loading of taxis and limousines at the curbside areas;
- interacting with taxi and limousine drivers, their passengers and airport staff;
- providing information to people using the terminal facilities;
- ensuring compliance with airport rules and regulations applicable to the curbside loading operations;
- providing additional duties as directed by the Denver International Airport (DEN) authorized representative.

Scope of Work:

I. Contractor Service Responsibilities:

The contractor shall provide all personnel, materials, vehicles, equipment, supervision and/or all other items necessary to provide Curb Transportation Management Services which may include, but are not limited to:

- directing the movement of both taxicab drivers and taxicab traffic upon-airport roadways,
- supervising loading of passengers into taxicabs (and/or other ground transportation vehicles),
- dispatching taxicabs at the Commercial Vehicle Holding Lot,
- and additional duties as directed by the City and/or the authorized designated representative as may be necessary to;
 - (1) provide Curb Transportation Management Services for deplaning airline passengers,

Director of Parking and Transportation and/or the authorized designated representative may revise the applicable policies and procedures by delivering a written notice to the contractor thirty (30) days in advance.

The contractor's personnel shall be trained in the application of ~~required~~ goals established by the Director of Parking and Transportation and/or the authorized designated representative, including all policies and procedures and copies shall be furnished for reference.

The contractor shall maintain close communication and coordination with the Director of Parking and Transportation and/or the authorized designated representative concerning its performance of the Curbside Transportation Management Services and to establish operating procedures under which the operation of the Curbside

Transportation Management Services shall be performed.

Contractor's personnel shall perform their duties in a manner satisfactory to the Director of Parking and Transportation and/or the authorized designated representative,, but shall be exclusively under the direction and control of the contractor. In performing its duties hereunder, contractor shall be an Independent Contractor.

EXHIBIT F

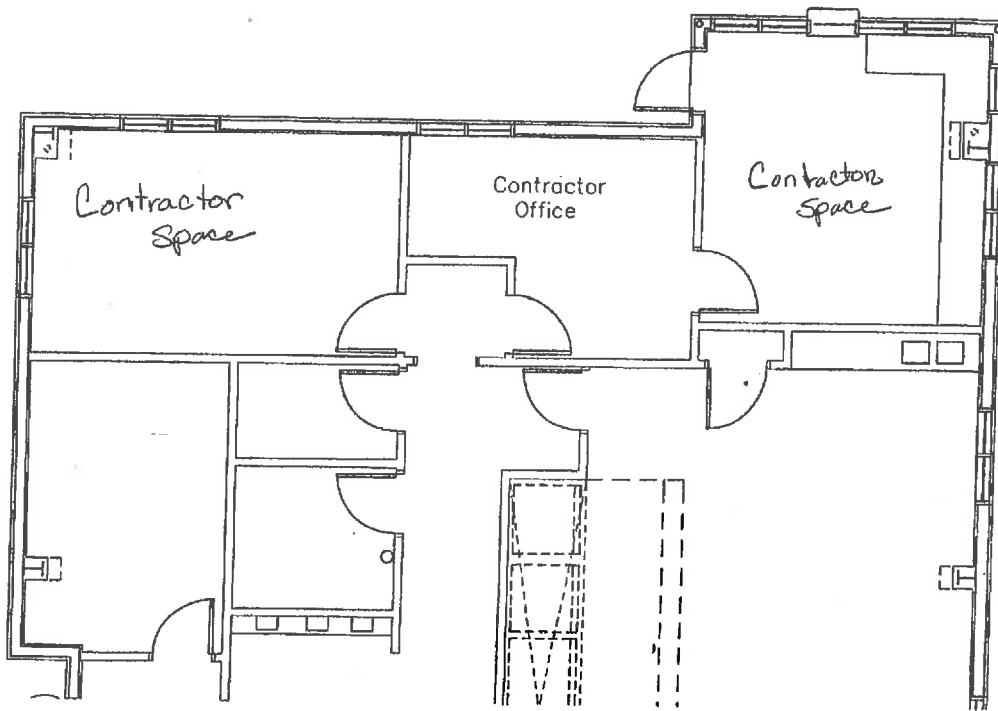


EXHIBIT F

DENVER REVISED MUNICIPAL CODE

55-16. - Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

- (1) *Bus* shall mean a motor vehicle for the transport of people with a minimum capacity of sixteen (16) passengers, which is hired to provide services for a person or group of persons travelling from one (1) location to another for a common purpose or which provides regular route service from one (1) location to another and has been designated as a bus by the public utilities commission.
- (2) *Driver* shall mean any person who drives a vehicle for hire and may include an operator or any employee of an operator.
- (3) *Limousine* shall mean a motor-driven passenger automobile used to transport passengers for hire which has been issued a certificate of public convenience and necessity by the public utilities commission with charter authority.
- (4) *Luxury limousine* shall mean a luxury, motor-driven passenger automobile used to transport passengers for hire on a charter basis which has been issued a luxury limousine registration and vehicle identification by the public utilities commission.
- (5) *Operator* shall mean any person engaged in the business of transporting persons for hire by means of one (1) or more than one (1) vehicle for hire.
- (6) *Public utilities commission* shall mean the public utilities commission of the State of Colorado.
- (7) *Taxicab* shall mean a motor-driven passenger automobile used to transport passengers for public hire which has been issued a certificate of public convenience and necessity by the public utilities commission with call-and-demand authority.
- (8) *Van* shall mean a motor-driven passenger vehicle, other than an automobile, used to transport passengers for hire, having a seating capacity of more than five (5) persons, not including the driver. *Van* shall not include a bus.
- (9) *Vehicle for hire* shall mean a motor vehicle used to transport persons for hire or other consideration and shall include limousines, luxury limousines, taxicabs and vans. *Vehicle for hire* shall not include buses and shall not include vehicles used for *people service transportation* or *volunteer transportation* as those terms are defined in Article 1.1 of Title 40 of the Colorado Revised Statutes.

(Code 1950, § 424.1; Ord. No. 618-89, § 2, 10-16-89)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 55-17. - Record of telephone calls requesting service.

The director of excise and licenses shall require that the operator keep a permanent record of each telephone call received requesting taxicab service.

(Code 1950, § 424.3-2)

Sec. 55-18. - Display of identification.

It shall be the duty of the owner, operator or driver of every vehicle for hire operating in and on the streets of the city to have posted in a conspicuous place, clearly visible to passengers at all times, a sign stating the proper identifying name of the company operating the vehicle for hire and, in the case of a taxicab, the permanent fleet number of the taxicab in numerals at least three (3) inches high.

(Code 1950, § 424.3-3; Ord. No. 618-89, § 3, 10-16-89)

Sec. 55-19. - Possession of alcoholic beverages by drivers prohibited.

Drivers, while on duty or in possession of a taxicab, are prohibited from having in their possession on their person or in their taxicab any fermented malt beverage and vinous or spirituous liquors at any time whatsoever.

(Code 1950, § 424.16-1)

Cross reference— Alcoholic beverages generally, Ch. 6.

Sec. 55-20. - Reserved.

Editor's note— Section 11 of Ord. No. 618-89, adopted Oct. 16, 1989, repealed former § 55-20, which related to maximum hours of work and originated from the 1950 Code, § 424.16-2.

Sec. 55-21. - Unlawful to transport nonpaying passengers.

It shall be unlawful for any operator or driver to transport or offer to transport in any taxicab any person other than a paying passenger except law enforcement officials in the course of their duties and officers or employees of such operator or driver going to and from work and their bona fide trainees and supervisory cab personnel in the course of their duties.

(Code 1950, § 424.17)

Sec. 55-22. - Prohibited conduct.

(a) It shall be unlawful for the driver or operator of any vehicle for hire to attempt to divert patronage from any hotel, restaurant, nightclub, cabaret, bar or any other business establishment to another business establishment for consideration in any form.

(b) It shall be unlawful for the driver of any vehicle for hire to sell intoxicating liquors except pursuant to a properly issued public transportation liquor license or to solicit business for any illegal purpose, prostitute or house of ill repute.

(c) It shall be unlawful for the driver of any vehicle for hire to invite business or customers or attract attention of the public by word of mouth, signal, nods or other signs from the vehicle for hire while it is parked at any appropriate stand for vehicles for hire or by driving up to the curb for that purpose or while cruising.

(d) It shall be unlawful for the operator or driver of any vehicle for hire to pay compensation in any form, directly or indirectly, to any person for the right to pick up passengers from any hotel, motel, apartment,

restaurant, nightclub, bar or any other business establishment or public facility except pursuant to a contractual relationship between a business establishment and a vehicle-for-hire operator.

(e) It shall be unlawful for any person to accept compensation in any form, either directly or indirectly, from any operator or driver of a vehicle for hire for the right to pick up passengers from any business establishment or public facility.

(f) It shall be unlawful for any operator or driver of a taxicab to engage in the multiple-loading of passengers except at terminals for other modes of transportation or to and from sporting events, conventions or other events where a large number of passengers are seeking transportation or during storms or other emergencies or from specially designated home stands; provided, however, that the passengers already in the taxicab offer no objection.

(g) It shall be unlawful for the driver, owner or operator of a taxicab to refuse service based solely on the length of the trip requested by the passenger anywhere within the city.

(Code 1950, § 424.18; Ord. No. 79-84, § 1, 2-21-84; Ord. No. 618-89, § 4, 10-16-89)

Sec. 55-23. - Trip-sheets.

(a) It shall be the duty of every operator of any vehicle for hire to furnish regularly to the driver thereof an adequate number of printed trip-sheets which shall contain the name of the driver of the vehicle for hire and, either specifically or by a code number reference, the driver's address and license number, the license number of the vehicle for hire and the date. Such sheets shall contain blank spaces which shall be filled in by the driver showing the time and place at which any passenger engaged the vehicle for hire, the number of such passengers, the time and place at which such passengers were delivered to their destinations and the amount of the fare received by the driver. It shall be the duty of the driver to have stamped on each trip-sheet with an automatic time-clock mechanism kept at the garage of the operator for that purpose or, if a time clock is not reasonably available, to write on each trip-sheet and initial the time the driver takes the vehicle for hire from the garage and the time at which the vehicle for hire is returned to the garage. An operator may maintain computer records in lieu of printed trip-sheets so long as such records contain all the information required herein.

(b) The trip-sheets, when completed at the end of a shift, shall be returned to the operator, who shall file them consecutively by date and retain them as permanent records for a period of not less than two (2) years.

(c) Such trip-sheets may be examined by the director of excise and licenses or the chief of police or any person designated by either of them at any time upon request.

(Code 1950, § 424.19; Ord. No. 618-89, § 5, 10-16-89)

Sec. 55-24. - Charges to passengers.

(a) It shall be unlawful for any operator or driver of any taxicab to demand or collect a different charge for taxicab service than those established from time to time by the authorized ratemaking body, or to accept anything of value other than money as a charge for taxicab service, whether as payment or as security pledge, or otherwise.

(b) It shall be unlawful for a passenger or person engaging a taxicab to refuse to pay any fare registered on the taximeter in accordance with the rates.

(Code 1950, § 424.20)

Sec. 55-25. - Inspectors.

The director of excise and licenses shall appoint a suitable number of inspectors and other employees to carry out, prevent violations of, and enforce the provisions of this article and the rules and regulations adopted by the director pursuant to section 55-26, and to perform any one (1) or more of the acts, functions or duties of the director under and in relation to this article, provided that such delegation of performance by the director is not prohibited by Charter or general law.

(Code 1950, § 424.22)

Sec. 55-26. - Rules and regulations.

(a) The director of excise and licenses shall have the power, and is hereby authorized and directed to adopt and publish such reasonable rules and regulations, not inconsistent with the provisions of this article, as the director may deem necessary, advisable or expedient to carry out or enforce the provisions hereof.

(b) Copies of such rules and regulations, when adopted, shall be available for distribution at the office of the director of excise and licenses.

(c) It shall be the duty of every operator and every driver licensed under the provisions of this article to observe all such rules and regulations.

(d) Any violation of any such rule or regulation duly adopted by the director of excise and licenses shall be deemed a violation of this article and shall be punishable as such.

(Code 1950, § 424.21)

Cross reference— Rules and regulations generally, § 2-91 et seq.

Secs. 55-27—55-40. - Reserved

Sec. 55-18. - Display of identification.

It shall be the duty of the owner, operator or driver of every vehicle for hire operating in and on the streets of the city to have posted in a conspicuous place, clearly visible to passengers at all times, a sign stating the proper identifying name of the company operating the vehicle for hire and, in the case of a taxicab, the permanent fleet number of the taxicab in numerals at least three (3) inches high.

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(b) It shall be unlawful for the driver of any vehicle for hire to sell intoxicating liquors except pursuant to a properly issued public transportation liquor license or to solicit business for any illegal purpose, prostitute or house of ill repute.

(c) It shall be unlawful for the driver of any vehicle for hire to invite business or customers or attract attention of the public by word of mouth, signal, nods or other signs from the vehicle for hire while it is parked at any appropriate stand for vehicles for hire or by driving up to the curb for that purpose or while cruising.

(d) It shall be unlawful for the operator or driver of any vehicle for hire to pay compensation in any form, directly or indirectly, to any person for the right to pick up passengers from any hotel, motel, apartment,

restaurant, nightclub, bar or any other business establishment or public facility except pursuant to a contractual relationship between a business establishment and a vehicle-for-hire operator.

(e) It shall be unlawful for any person to accept compensation in any form, either directly or indirectly, from any operator or driver of a vehicle for hire for the right to pick up passengers from any business establishment or public facility.

(f) It shall be unlawful for any operator or driver of a taxicab to engage in the multiple-loading of passengers except at terminals for other modes of transportation or to and from sporting events, conventions or other events where a large number of passengers are seeking transportation or during storms or other emergencies or from specially designated home stands; provided, however, that the passengers already in the taxicab offer no objection.

(g) It shall be unlawful for the driver, owner or operator of a taxicab to refuse service based solely on the length of the trip requested by the passenger anywhere within the city.

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(b) The trip-sheets, when completed at the end of a shift, shall be returned to the operator, who shall file them consecutively by date and retain them as permanent records for a period of not less than two (2) years.

(c) Such trip-sheets may be examined by the director of excise and licenses or the chief of police or any person designated by either of them at any time upon request.

(Code 1950, § 424.19; Ord. No. 618-89, § 5, 10-16-89)

Sec. 55-24. - Charges to passengers.

(a) It shall be unlawful for any operator or driver of any taxicab to demand or collect a different charge for taxicab service than those established from time to time by the authorized ratemaking body, or to accept anything of value other than money as a charge for taxicab service, whether as payment or as security pledge, or otherwise.

(b) It shall be unlawful for a passenger or person engaging a taxicab to refuse to pay any fare registered on the taximeter in accordance with the rates.

(Code 1950, § 424.20)

Sec. 55-25. - Inspectors.

The director of excise and licenses shall appoint a suitable number of inspectors and other employees to carry out, prevent violations of, and enforce the provisions of this article and the rules and regulations adopted by the director pursuant to [section 55-26](#), and to perform any one (1) or more of the acts, functions or duties of the director under and in relation to this article, provided that such delegation of performance by the director is not prohibited by Charter or general law.

(Code 1950, § 424.22)

Sec. 55-26. - Rules and regulations.

(a) The director of excise and licenses shall have the power, and is hereby authorized and directed to adopt and publish such reasonable rules and regulations, not inconsistent with the provisions of this article, as the director may deem necessary, advisable or expedient to carry out or enforce the provisions hereof.

(b) Copies of such rules and regulations, when adopted, shall be available for distribution at the office of the director of excise and licenses.

(c) It shall be the duty of every operator and every driver licensed under the provisions of this article to observe all such rules and regulations.

(d) Any violation of any such rule or regulation duly adopted by the director of excise and licenses shall be deemed a violation of this article and shall be punishable as such.

(Code 1950, § 424.21)

Cross reference— Rules and regulations generally, [§ 2-91](#) et seq.

Secs. 55-27—55-40. - Reserved



DEPARTMENT OF REGULATORY AGENCIES

Public Utilities Commission

RULES REGULATING TRANSPORTATION BY MOTOR VEHICLE

4 CCR 723-6

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

BASIS, PURPOSE, AND STATUTORY AUTHORITY

The basis for and purpose of these rules is to describe the manner of regulation over persons providing transportation services by motor vehicle in or through the state of Colorado. These rules address a wide variety of subject areas including, but not limited to, safety; civil penalties; the issuance, extension, transfer, and revocation of authority to operate as a motor carrier; insurance and permit requirements; tariff and time schedule requirements; the identification, condition, and leasing of motor vehicles; record keeping; and service standards. These rules cover an array of carriers, including common carriers, contract carriers, hazardous materials carriers, towing carriers, movers, limited regulation carriers (charter buses, children's activity buses, luxury limousines, off-road scenic charters, and fire crew transport), and transportation network companies. In addition, these rules cover persons required to register under the Unified Carrier Registration Agreement, pursuant to 49 U.S.C. § 14504a, including motor carriers, motor private carries, freight forwarders, brokers, leasing companies, and other persons.

The statutory authority for the promulgation of these rules can be found at §§ 40-2-108, 40-2-110.5(8), 40-3-101(1), 40-3-102, 40-3-103, 40-3-110, 40-4-101, 40-5-105, 40-7-113(2), 40-10.1-101 through 608; 42-4-235, 42-4-1809(2)(a), 42-4-2108(2)(a), and 42-20-202(1)(a), C.R.S.

GENERAL PROVISIONS

6000. Scope and Applicability.

All rules in this Part 6, the "6000" series, shall apply to all Commission proceedings and operations concerning regulated entities providing transportation by motor vehicle, unless a specific statute or rule provides otherwise. Rules 6000 – 6099 apply to all common carriers, contract carriers, limited regulation carriers, towing carriers, movers, UCR registrants, and drivers as defined herein. For hazardous materials carriers and nuclear materials carriers, only rule 6008 and the related definitions in rule 6001 shall apply. Rules 6700 – 6724 apply to all transportation network companies. Specific provisions regarding the applicability of this Part 6 can be found in rules 6100, 6200, 6250, 6300, 6400, 6500, 6600, and 6700.

6001. Definitions.

The following definitions apply throughout this Part 6, except where a specific rule or statute provides otherwise:

- (a) "Advertise" means to advise, announce, give notice of, publish, or call attention to by use of any oral, written, or graphic statement made in a newspaper or other publication, on radio, television, or any electronic medium, or contained in any notice, handbill, sign (including signage on a vehicle), flyer, catalog, or letter, or printed on or contained in any tag or label attached to or accompanying any article of personal property.

- (b) "Authority," except as otherwise defined or contextually required, means a common carrier certificate, a contract carrier permit, or an emergency temporary authority or a temporary authority issued by the Commission to a regulated intrastate carrier that specifies the authorized type of service, the authorized geography of service, and any restrictions limiting the authorized service.
- (c) "Certificate" means the certificate of public convenience and necessity issued to a common carrier declaring that the present or future public convenience and necessity requires or will require stated operation.
- (d) "C.F.R." means the Code of Federal Regulations.
- (e) "Compensation" means any money, property, service, or thing of value charged or received or to be charged or received, whether directly or indirectly.
- (f) "Duplicating or overlapping authority" means transportation in the same type of service between the same points under two or more separate authorities which are held by the same carrier.
- (g) "Driver" means any person driving a motor vehicle, including an independent contractor.
- (h) "Encumbrance" means any transaction that creates a security interest, mortgage, deed of trust, lien, or other similar right or interest, by act or deed or by operation of law.
- (i) "Enforcement official" means either:
 - (I) any employee or independent contractor appointed or hired by the director, or the director's designee, to perform any function associated with the regulation of transportation by motor vehicle; or
 - (II) "enforcement official," as that term is defined by § 42-20-103(2), C.R.S.
- (j) "FMCSA" means the Federal Motor Carrier Safety Administration and includes predecessor or successor agencies performing similar duties.
- (k) "GCWR" means gross combination weight rating, the value specified by the manufacturer as the loaded weight of a combination (articulated) motor vehicle. In the absence of a value specified by the manufacturer, GCWR is determined by adding the GVWR of the power unit and the total weight of the towed unit and any load thereon.
- (l) "GVWR" means gross vehicle weight rating, the value specified by the manufacturer as the loaded weight of a single motor vehicle.
- (m) "Hazardous materials carrier" means a person who transports hazardous materials as defined in § 42-20-103(3), C.R.S.
- (n) "Holidays" means those days designated as legal holidays by the Colorado General Assembly.
- (o) "Independent contractor" means "independent contractor" as that term is used in Article 11.5 of Title 40, C.R.S.
- (p) "Intrastate commerce" means transportation, other than in interstate commerce, for compensation, by motor vehicle over the public highways between points in this state.

- (q) "Letter of authority" means a document issued by the Commission to a common or contract carrier stating the permanent authority granted by the Commission. A letter of authority is deemed to provide proof of Commission-granted common or contract carrier authority.
- (r) "Limited regulation carrier" means a person who provides service by charter bus, children's activity bus, fire crew transport, luxury limousine, or off-road scenic charter as those terms are defined in § 40-10.1-301, C.R.S.
- (s) "Manufacturer" means the final person modifying the physical structure of a motor vehicle, such as the original manufacturer or a person subsequently modifying a motor vehicle's wheelbase in a luxury limousine.
- (t) "Meter" means a device that calculates charges for passenger transportation and/or measurement of distance travelled by a passenger.
- (u) "Motor carrier" means any person owning, controlling, operating, or managing any motor vehicle that provides transportation in intrastate commerce pursuant to Article 10.1 of Title 40, C.R.S.
- (v) "Motor vehicle" means any automobile, truck, tractor, motor bus, or other self-propelled vehicle or any trailer drawn thereby.
- (w) "Nuclear materials carrier" means a person who transports nuclear materials as defined in § 42-20-402(3), C.R.S.
- (x) "Passenger," except as otherwise specifically defined or contextually required, means any person, other than a driver, occupying a motor vehicle including any assistance animals as defined in § 24-34-803, C.R.S.
- (y) "Permit" means the permit issued to a contract carrier pursuant to part 2 of Article 10.1 of Title 40, C.R.S., or to a motor carrier pursuant to parts 3, 4, and 5 of said Article.
- (z) "Person" means any individual, firm, partnership, corporation, company, association, joint stock association, or other legal entity and any person acting as or in the capacity of lessee, trustee, or receiver thereof, whether appointed by a court or otherwise.
- (aa) "Principal" means a person who:
 - (I) necessarily participates or abstains in a firm, partnership, corporation, company, association, joint stock association, or other legal entity taking an action as an entity;
 - (II) is authorized to act on behalf of an entity;
 - (III) participates in the election, appointment, or hiring of persons that are authorized to act on behalf of an entity; and
 - (IV) through his/her conduct or activity, directly or indirectly controls an entity subject to the Commission's jurisdiction, irrespective of his/her formal title or financial interest in the entity.

Examples of principals include the owner of a sole proprietorship, a member or manager of a limited liability company, a partner in a partnership, and an officer, director, or shareholder of a corporation.

- (bb) "Regulated intrastate carrier" means a public utility declared to be affected with a public interest that is a common carrier and/or a contract carrier.

- (cc) "Roof light" means equipment attached to the roof of a vehicle or extending above the roofline of a vehicle.
- (dd) "Seating capacity" means:
- (I) Except as otherwise specifically defined or contextually required, and in the absence of the manufacturer-rated number of seating positions in a motor vehicle, "seating capacity" means the greatest of the following:
 - (A) the total number of seat belts, including the driver's, in a motor vehicle; or
 - (B) the number generated by adding:
 - (i) for each bench or split-bench seat, the seat's width in inches, divided by 17 inches, rounded to the nearest whole number;
 - (ii) the number of single-occupancy seats, including the driver's seat if it is not part of a split-bench seat; and
 - (iii) for each curved seat, the seat's width in inches measured along the inside arc of the curve, divided by 17 inches, rounded down to the nearest whole number.
 - (II) Auxiliary seating positions, such as folding jump seats, shall be counted in determining seating capacity.
- (ee) "Transportation broker" means a person, other than a motor carrier or as part of a motor carrier's operations, who, for compensation, arranges, or offers to arrange, for-hire transportation of passengers. A transportation broker is not an agent of a motor carrier, cannot represent itself as a motor carrier, cannot provide or offer to provide transportation service, and cannot be a party to the contract for transportation.
- (ff) "Type of service" means any one of the following services: charter, limousine, shuttle, sightseeing, taxicab, or scheduled.

6002. Authority and Permit Requirements - Applications.

A person may seek Commission action regarding any of the following matters through the filing of an appropriate application:

- (a) For the grant or extension of authority to operate as a regulated intrastate carrier, as provided in rule 6203.
- (b) To voluntarily abandon or suspend an authority to operate as a regulated intrastate carrier, as provided in rule 6204.
- (c) To encumber or transfer any authority to operate as a regulated intrastate carrier, to acquire control of any regulated intrastate carrier, or to merge or consolidate a regulated intrastate carrier with any other entity, as provided in rule 6205.
- (d) To amend a tariff on less than statutory notice, as provided in paragraph 6207(j).
- (e) For a permit to operate as a limited regulation carrier on a Commission-prescribed form.
- (f) For a permit to operate as a towing carrier on a Commission-prescribed form.

- (g) For a permit to operate as a mover on a Commission-prescribed form.

6003. Petitions.

Any person may petition the Commission for a waiver or variance of any rule in this Part 6 as provided in rule 1003 of the Commission's Rules of Practice and Procedures, 4 CCR 723-1.

6004. Registration.

A person may seek Commission action through the filing of an appropriate registration form for registration in the UCR Agreement, as provided in rule 6401.

6005. Authority to Interview Personnel and Inspect Records, Motor Vehicles, and Facilities.

- (a) Unless a format or period of record retention is specified in a rule:
- (I) motor carriers shall maintain all records required by these rules for three years. For the first year, the records must be maintained in their original format. The format may be changed after one year (i.e., converting original paper to electronic format for storage); and
 - (II) UCR registrants shall maintain the records upon which annual registration in the UCR Agreement is based for a period of three years.
- (b) An enforcement official has the authority to interview personnel and inspect records motor vehicles used in providing a transportation service, and facilities of a motor carrier.
- (I) Upon request by an enforcement official, except as otherwise required by these rules or an order of the Commission, records must be made available to the official in the original format during the first year. Thereafter, the records shall be made available in the format maintained by the company. Copies shall also be provided upon request. Records or copies, as applicable, must be made available within the following time periods:
 - (A) Immediately for any records required to be maintained in a motor vehicle or with the driver, towing authorizations, mover estimates for service, mover contracts for service, or any records related to insurance or safety;
 - (B) Within two days for any records related to a complaint investigation; or
 - (C) Within ten days for all other records.
 - (II) When a request under paragraph (b) of this rule meets multiple time periods under subparagraphs (b)(I) through (III), the shortest time period shall apply.
 - (III) Upon request of an enforcement official and during business hours, a motor carrier shall make its facilities available for inspection.
 - (IV) Upon request by an enforcement official, a motor carrier, including its drivers, shall make its motor vehicles available for inspection and shall assist, if requested, in the inspection of such equipment.
 - (V) Upon request by an enforcement official, motor carrier personnel and drivers shall be available for interview during business hours.

6006. Reports, Name Changes, Address Changes, Address Additions, and Designated Agent Changes.

- (a) Each common carrier and contract carrier shall submit its annual report, as prescribed by rule 6212.
- (b) A motor carrier is required to notify the Commission in writing of any change of name, mailing address, physical address, or telephone number on file with the Commission within two days of making said change. The notification shall identify the person making the change and all of the affected motor carrier's certificates, permits, or registrations. A notice of name change including trade name changes and trade name additions, shall include supporting documentation from the Colorado Secretary of State.
 - (I) In the event of a name change or an address change, the motor carrier shall comply with all other applicable Commission rules, including but not limited to, rules regarding financial responsibility and tariffs.
 - (II) No name change shall be effective until proper proof of financial responsibility in the motor carrier's new name has been filed with the Commission.
- (c) If a towing carrier wishes to begin providing storage for towed motor vehicles at a new or additional storage facility, the towing carrier shall, prior to using the new or additional storage facility, file with the Commission the storage facility's address and, if one exists, telephone number.
- (d) Each motor carrier shall notify the Commission of any changes in the designated agent's identity, name, or address by filing a new designation within two days following the effective date of such change.
- (e) Any information provided by a motor carrier for the Commission's files shall be deemed accurate until changed by the motor carrier.

6007. Financial Responsibility.

- (a) Financial responsibility requirements:
 - (I) Motor vehicle liability coverage. Every motor carrier shall obtain and keep in force at all times motor vehicle liability insurance coverage or a surety bond providing coverage that conforms with the requirements of this rule. Motor vehicle liability means liability for bodily injury and property damage. Coverage shall be combined single limit liability. The minimum level for public entities, as defined in § 24-10-103(5), C.R.S., shall be the maximum amount per § 24-10-114(1), C.R.S. The minimum levels for all other motor carriers shall be:

Type of Carrier	Vehicle Seating Capacity or GVWR	Minimum Level
Motor Carriers of Passengers	8 or less	\$500,000
	9 through 15	\$1,500,000
	16 through 32	\$3,000,000
	33 or more	\$5,000,000
Public Entities	Any	The maximum amount per § 24-10-114(1), C.R.S.
Movers	10,000 pounds or more GVWR	\$750,000
	Less than 10,000 pounds GVWR	\$300,000
Towing Carriers	Any GVWR	\$750,000

- (II) Motor carriers may obtain a certificate of self-insurance issued pursuant to §§ 10-4-624 and 42-7-501, C.R.S., or Part 387 of 49 C.F.R.
- (A) All common carriers, contract carriers, limited regulation carriers, movers, and towing carriers shall cause a Form E, Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance or a Form G, Uniform Motor Carrier Bodily Injury and Property Damage Liability Surety Bond to be filed with the Commission. The applicable form shall be executed by a duly authorized agent of the surety.
- (B) All common carriers, contract carriers, limited regulation carriers, movers, and towing carriers obtaining a certificate of self-insurance under the provisions of §§ 10-4-624 and 42-7-501, C.R.S., or Part 387 of 49 C.F.R., shall cause a copy of said certificate of self-insurance to be filed with the Commission. Upon renewal of the certificate of self-insurance, the common carrier, contract carrier, limited regulation carrier, mover, or towing carrier shall file a copy of the most current version of such certificate of self-insurance.
- (III) Cargo liability coverage. Every mover and towing carrier shall obtain and keep in force at all times cargo liability insurance coverage or a surety bond providing coverage that conforms with the requirements of this rule. Cargo liability coverage for a towing carrier shall include coverage of physical damage to the motor vehicle in tow (on hook) and loss of its contents.
- (A) For towing carriers the cargo liability coverage shall provide coverage to the extent of the towing carrier's legal liability for loss or damage to the property of any persons other than the insured, which is carried in, upon, or attached to the towing vehicle and/or its trailers or dollies operated by, or for, or under the control of the towing carrier.
- (B) For movers, the minimum level of cargo liability coverage shall be \$10,000.00 for loss of or damage to household goods carried on any one motor vehicle, or sixty cents (\$0.60) per pound per article, whichever is greater. By way of example, "article" means a desk, but not each individual drawer of the desk.
- (C) All movers or towing carriers shall cause a Form H, Uniform Motor Carrier Cargo Certificate of Insurance, or a Form J, Uniform Motor Carrier Cargo Surety Bond, to be filed with the Commission. For a towing carrier, a Colorado Form 12-INS, Towing Carrier Cargo Liability Insurance Certificate may be used in lieu of the Form H. The applicable form shall be executed by a duly authorized agent of the surety.

- (IV) Garage keeper's liability coverage. Towing carriers providing storage, directly or through an agent, shall obtain and keep in force at all times garage keeper's liability insurance coverage.
 - (A) Garage keeper's liability coverage shall provide coverage to the extent of the towing carrier's legal liability for loss or damage to the property of any person, other than the insured, which is stored by the towing carrier directly or through an agent.
 - (B) All towing carriers shall cause a Colorado Form 14-INS, Garage Keepers Legal Liability Certificate of Insurance, to be filed with the Commission.
 - (V) Workers' compensation insurance coverage. Every towing carrier shall obtain and keep in force at all times workers' compensation insurance coverage in accordance with § 40-10.1-401(3), C.R.S., the "Workers' Compensation Act of Colorado" found in articles 40 to 47 of Title 8, C.R.S., and the rules set forth by the Department of Labor and Employment, Division of Workers' Compensation.
 - (A) If workers' compensation insurance coverage is required, the towing carrier shall cause proof of coverage to be filed and maintained with the Commission on a Commission prescribed Form WC in lieu of the original policy.
 - (B) If a person has proof of workers' compensation insurance coverage on file with the Commission, there shall be a rebuttable presumption that the person is required to maintain such insurance.
 - (C) If workers' compensation insurance coverage is not required, the towing carrier shall cause:
 - (i) For corporations or limited liability companies, a completed Colorado Department of Labor and Employment, Division of Workers' Compensation Form WC43 including a part B for each person listed on part A; or
 - (ii) For other towing carriers, a statement that workers' compensation insurance coverage is not required.
 - (VI) General liability coverage. Every mover shall obtain and keep in force at all times general liability insurance coverage, or surety bond, providing coverage of not less than \$500,000.00. For purposes of this subparagraph, "general liability" means liability for bodily injury and property damage.
 - (A) All movers shall cause a Colorado Form GL, General Liability Certificate of Insurance to be filed with the Commission.
- (b) The motor carrier shall ensure that insurance or surety bond coverage:
- (I) is provided only by insurance or surety companies authorized to provide such coverage in the state of Colorado; or, for self-insurance, is provided in accordance with §§ 10-4-624 and 42-7-501, C.R.S.;
 - (II) is not less than the minimum limits set forth under paragraph (a) of this rule;

- (III) covers all motor vehicles which may be operated by or for the motor carrier, or which may be under the control of the motor carrier, regardless of whether such motor vehicles are specifically described in the policy or amendments or endorsements thereto;
 - (IV) provides for the payment of benefits by the insurance or surety bond company directly to parties damaged by the motor carrier on a "first dollar"/"dollar one" basis;
 - (V) if the coverage contains a retained risk provision, such provision shall obligate the insurance or surety company to pay the party damaged by the motor carrier regardless of the level of funds in the retained risk pool; and
 - (VI) does not permit a motor carrier to pay insurance or surety benefits directly to a party damaged by said motor carrier; except that nothing in this subparagraph shall preclude a damaged party from settling a claim for loss or damage prior to making a claim against the motor carrier's insurance or surety policy.
- (c) The provisions of subparagraphs (IV) through (VI) of paragraph (b) do not apply to motor carriers with regard to proof of self-insurance pursuant to 49 C.F.R. Part 387, if applicable, and §§ 10-4-624 and 42-7-501, C.R.S. The provisions of subparagraphs (III) through (VI) of paragraph (b) do not apply to workers compensation requirements for towing carriers pursuant to § 40-10.1-401(3), C.R.S.
 - (d) The motor carrier shall retain each original insurance or surety policy for required coverage and keep a copy of its proof of motor vehicle liability coverage in each motor vehicle that it operates.
 - (e) The motor carrier's failure to have proof of liability coverage or compliance with workers' compensation insurance requirements, on file at the Commission, as required by this rule, shall constitute a rebuttable presumption that the carrier is in violation of the requirements of this rule.
 - (f) The motor carrier shall ensure that the policy and the forms noted in this rule contain the motor carrier's exact name, trade name (if any), and address as shown in the records of the Commission.
 - (g) Any change affecting the policy and the information contained in forms noted in this rule (e.g., name, address, or policy number) shall be filed with the Commission on an appropriate endorsement or amendment.
 - (h) The proof of minimum levels of financial responsibility required by this rule is public information and may be obtained from the Commission.
 - (i) Except as provided in paragraph (j) of this rule, each certificate of insurance and/or surety bond required by and filed with the Commission shall be kept in full force and effect unless and until canceled or not renewed upon 30-days advance written notice, on a Form K Uniform Notice of Cancellation of Motor Carrier Insurance Policies, a Form L Uniform Notice of Cancellation of Motor Carrier Surety Bonds, Form BMC 35, or Form BMC 36, as applicable, from the insurer or surety to the Commission. The 30-day cancellation or non-renewal notice period shall commence on the date the notice is received by the Commission. In lieu of the prescribed form, the insurer or surety may cancel or not renew a certificate of insurance and/or surety bond by letter to the Commission containing the same information as required by such form.

- (j) Administrative cancellation of certificates of insurance and/or surety bond.
 - (I) When a new certificate of insurance and/or surety bond is filed with the Commission, all certificates of insurance and/or surety bond for the same type and category of coverage with an older effective date shall be administratively cancelled. For purposes of this paragraph, type of coverage means those listed in paragraph (a) of this rule, and category of coverage means primary coverage or excess coverage.
 - (II) When the Commission grants an application filed by a regulated motor carrier, or receives notice from any other type of motor carrier to cancel all of its authorities and permits, all certificates of insurance and/or surety bond for the motor carrier shall be administratively cancelled.

6008. Revocation, Suspension, Alteration, or Amendment.

- (a) Summary suspension and/or revocation for lack of financial responsibility of a motor carrier, a hazardous materials carrier, and a nuclear materials carrier.
 - (I) Summary suspension.
 - (A) Whenever Commission records indicate that a motor carrier's, hazardous materials carrier's, or nuclear materials carrier's required insurance or surety coverage, except for garage keeper's coverage, is or will be canceled, and the Commission has no proof on file indicating replacement coverage, the Commission shall, pursuant to § 24-4-104(3) and (4), C.R.S., summarily suspend such authority or permit.
 - (B) Whenever Commission records indicate that a towing carrier's workers' compensation insurance coverage is or will be canceled and the Commission has no proof on file indicating replacement coverage, or documentation filed demonstrating that coverage is not required, in accordance with rule 6007 the Commission shall, pursuant to § 24-4-104(3) and (4), C.R.S., summarily suspend such authority or permit.
 - (C) Failure on the part of an insurance company to respond to a Commission inquiry for verification of insurance coverage within 60 days shall be treated as a cancellation of insurance.
 - (D) The summary suspension shall be effective on the date of coverage cancellation.
 - (II) The Commission shall advise the motor carrier, hazardous materials carrier, or nuclear materials carrier:
 - (A) that the Commission is in receipt of insurance or surety cancellation, and the effective date of such cancellation;
 - (B) that its authority or permit is summarily suspended as of the coverage cancellation date;
 - (C) that it shall not conduct operations under any of its authorities, or permits after the coverage cancellation date;
 - (D) that the Commission has initiated complaint proceedings to revoke its authorities, or permits;

- (E) that it may submit, at a hearing convened to determine whether its authorities or permits should be revoked, written data, views, and arguments showing why such authorities or permits should not be revoked; and
 - (F) the date, time, and place set for such hearing.
- (III) Until proper proof of insurance or surety coverage, or documentation demonstrating that coverage is not required as to workers' compensation insurance coverage is filed with the Commission, a motor carrier, hazardous materials carrier, or nuclear materials carrier receiving notice of summary suspension shall not, under any of its authorities, or permits, conduct operations after the effective date of such summary suspension.
 - (IV) If the Commission receives proper proof of coverage or documentation that coverage is not required prior to the hearing, the summary suspension and complaint will be dismissed without further order of the Commission, even if there is a lapse in coverage. However, operations performed during lapses in coverage are subject to civil penalty assessments.
 - (V) If the Commission receives proper proof of coverage or documentation that coverage is not required prior to revocation, the Commission shall dismiss the summary suspension and complaint, even if there is a lapse in coverage. However, operations performed during lapses in coverage are subject to civil penalty assessments.
- (b) If, due to an administrative error or omission of the Commission staff, an authority or permit is suspended or revoked for lack of financial responsibility coverage, such authority or permit shall, without a hearing, be retroactively reinstated as of the effective date of the proof of coverage. Staff shall document in its files the correction of such administrative error or omission.
 - (c) After a hearing upon at least ten days' notice to the motor carrier affected, and upon proof of violation, the Commission may issue an order to cease and desist, suspend, revoke, alter, or amend any certificate or permit for the following reasons:
 - (I) a violation of, or failure to comply with, any statute, order, or rule concerning a motor carrier; or
 - (II) a conviction, guilty plea, or plea of nolo contendere to a felony by an owner, member, partner, director, or officer of a towing carrier.
 - (d) Period of ineligibility.
 - (I) A motor carrier whose certificate or permit is revoked shall be ineligible to be issued another certificate or permit for at least one year from the date of such revocation or for such additional period of time as the Commission may in its discretion determine to be appropriate.
 - (II) A motor carrier whose certificate or permit is revoked more than twice shall be ineligible to be issued another certificate or permit for at least two years from the date of such revocation or for such additional period of time as the Commission may in its discretion determine to be appropriate.
 - (III) In the case of an entity other than an individual, such period of ineligibility shall also apply to all principals, members, owners, managers, officers, and directors of the entity, without regard to capacity in the same or different entity during the period of ineligibility.

- (e) Subparagraphs (d)(I) and (II) shall not apply to revocations that are solely the result of failure to maintain the financial responsibility required by rule 6007, unless the motor carrier knowingly operated without the required financial responsibility.

6009. Annual Motor Vehicle Fees - Exemption.

- (a) Every motor carrier shall pay to the Commission an annual fee before the first day of January of each calendar year, for each motor vehicle that such motor carrier owns, controls, operates, or manages within the state of Colorado as set forth in § 40-10.1-111, C.R.S.
- (b) The Commission shall provide public notice on the Commission's website at least 60 days prior to the effective date of such annual fee.
- (c) A motor carrier that obtains an authority or permit during the calendar year shall, unless the Commission orders otherwise, pay the annual fee at the time of obtaining the authority or permit.
- (d) A motor carrier that acquires one or more additional motor vehicles during the calendar year shall pay the annual fee prior to placing the additional vehicle(s) into service.
- (e) Proof of payment of each annual fee shall be in the form of a vehicle stamp issued by the Commission.
- (f) A vehicle stamp is valid only for the calendar year for which it is purchased.
- (g) A motor carrier shall not operate a motor vehicle unless it has affixed a valid vehicle stamp to the inside lower right-hand corner of the motor vehicle's windshield. In the alternative, the vehicle stamp may be affixed to the right front side window of the motor vehicle so long as the stamp does not interfere with the driver's use of the right-hand outside mirror.
- (h) Exemption for a UCR registrant.
- (I) Except as provided in subparagraph (II), a motor carrier that is also a UCR registrant for the same calendar year is exempt from paragraphs (a) through (g) of this rule.
- (II) A motor carrier that is also a UCR registrant for the same calendar year is not exempt from paragraphs (a) through (g) of this rule for any motor vehicle that:
- (A) was used only in intrastate commerce;
- (B) was not included in the calculation of fees paid under the UCR Agreement; and
- (C) provides transportation of household goods, nonconsensual tows, or passenger transportation that is not subject to the preemption provisions of 49 U.S.C. section 14501(a).
- (i) Exemption for a mover. A mover holding a permit issued under Part 5 of Article 10.1 of Title 40, C.R.S., is exempt from paragraphs (a) through (g) of this rule.

6010. Letter of Authority and Permit.

- (a) No party shall file an application under a name or trade name that identifies a type of transportation service not requested or currently authorized (e.g., a limited regulation carrier or a common carrier with only call-and-demand shuttle service shall not have taxi in its name). If an application is filed in violation of this rule, the Commission shall not issue a certificate or permit under such name.

- (b) Any carrier currently operating under a name or trade name that identifies a type of transportation service not currently authorized (e.g., a limited regulation carrier or a common carrier with only call-and-demand shuttle service shall not have taxi in its name) shall alter its name or trade name to comply with this rule within one year after the effective date of these rules.
- (c) The motor carrier must maintain evidence of its authority or permit at its principal place of business and, upon request, shall immediately present it to any enforcement official.

6011. Designation of Agent.

- (a) Each motor carrier shall file in writing with the Commission, and shall maintain on file, its designation of the name, mailing address, and physical address of a person upon whom service may be made of any lawful notice, order, process, or demand. The named person is the motor carrier's designated agent. A motor carrier shall not designate the Secretary of State of the state of Colorado. The person designated, if a natural person, shall be at least 18 years of age. The addresses of the person designated shall be in the state of Colorado.
- (b) Service upon a motor carrier's named designated agent, as on file with the Commission, shall be deemed to be service upon the motor carrier.

6012. [Reserved].

6013. Notice.

Notice sent to the motor carrier's address on file with the Commission shall constitute prima facie evidence that the motor carrier received the notice.

6014. Waivers.

A motor carrier granted a waiver, or engaging a driver who has been granted a waiver of any rule in this Part 6 shall:

- (a) If the waiver pertains to a motor vehicle: maintain a copy of the waiver:
 - (I) in the affected motor vehicle; and
 - (II) in the motor carrier's motor vehicle maintenance records at the motor carrier's primary place of business.
- (b) If the waiver pertains to a driver: ensure that a copy of the waiver is:
 - (I) carried on the affected driver's person whenever the driver is operating a motor vehicle over which the Commission has jurisdiction; and
 - (II) maintained in the affected driver's qualification file at the motor carrier's primary place of business.
- (c) A copy of any other waiver shall be maintained at the motor carrier's primary place of business.

6015. Exterior Vehicle Markings, Signs, or Graphics.

- (a) With the exceptions of luxury limousines, all motor vehicles must have external markings as detailed below.
 - (I) The markings on the vehicle must;

- (A) appear on both sides of vehicles;
 - (B) be in letters that contrast sharply in color with the background on which the letters are placed;
 - (C) be readily legible during daylight hours from a distance of 50 feet, but in no case be less than three inches tall;
 - (D) be maintained in a manner that retains the legibility required above;
 - (E) display the name or a trade name as set forth in the common carrier certificate(s), the contract carrier permit(s), the towing carrier permit(s), or the mover permit(s), as applicable;
 - (F) display the letter and/or number designation of the carrier's certificate(s) and or permit(s), as applicable, preceded by the letters "CO PUC" or "PUC;" and
 - (G) either be painted on the motor vehicle or consist of a removable device.
- (II) Subparagraphs (I)(E) and (I)(F) shall not apply to a commercial motor vehicle that is subject to 49 U.S.C. Section 14506 regarding restrictions on identification of vehicles.
- (III) In lieu of subparagraph (I), a regulated intrastate carrier or a limited regulation carrier operating a motor vehicle having a seating capacity of fifteen or less may affix the marking required by subparagraph (F) to both the front and rear of the motor vehicle in compliance with subparagraphs (I)(B), (I)(C), (I)(D), and (I)(G).
- (b) A motor carrier shall remove all markings required by this rule from a motor vehicle that the motor carrier is permanently withdrawing from service.

6016. Offering of Transportation Service.

- (a) Advertising to arrange transportation service as a transportation broker is not an offer to provide transportation service; rather, it is an offer to broker transportation service.
- (b) Advertising to provide transportation service or advertising transportation service other than by brokerage is an offer to provide the advertised service.
- (c) No motor carrier, or any officer, agent, employee, or representative of said carrier, shall offer to provide a transportation service without authority or permit to provide such service.
- (d) No motor carrier, or any officer, agent, employee, or representative of said carrier, shall offer a transportation service in a name, to the character, other than a name appearing on said carrier's authority or permit (e.g., A and B Transportation violates this rule when advertising as A & B Transportation).
 - (I) If a motor carrier operates authority or permit under a trade name, nothing in this paragraph shall be construed to require advertising under all names appearing on said carrier's authority or permit.
 - (II) If a motor carrier holds an authority or permit under more than one trade name, nothing in this paragraph shall be construed to require said carrier advertise under all the trade names.

- (e) Each advertisement of a mover shall include the phrase "CO PUC Mover Permit No. [HHG permit number]" and the physical address of the mover.
- (f) Each advertisement of a towing carrier in any newspaper or other publication, on radio, television, or any electronic medium, including more than the name and telephone number of the carrier shall include the phrase "PUC. [T- permit number]" of the towing carrier.
- (g) Each advertisement of a luxury limousine carrier in any newspaper or other publication, on radio, television, or any electronic medium, including more than the name and telephone number of the carrier shall include the phrase "PUC [LL- permit number]".
- (h) Roof lights. Except as otherwise required by law, only a a taxicab operated by a common carrier under an authority to provide taxicab service may have a roof light.

6017. Violations, Civil Enforcement, and Enhancement of Civil Penalties.

- (a) A violation of subparagraph (a)(I), except (a)(I)(A) or (a)(I)(B), of rule 6007 may result in the assessment of a civil penalty of up to \$11,000.00 for each violation.
- (b) A violation of § 40-10.1-111(1)(f) or (2), C.R.S., or rule 6009(a), (c), or (d) with regard to operating a motor vehicle without having paid the annual fee may result in the assessment of a civil penalty of up to \$400.00 for each violation.
- (c) A violation of rule 6016(c) and (d) may result in the assessment of a civil penalty of up to \$550.00 for each violation.
- (d) Except as provided for in paragraph (a) through (c) of this rule, a violation of any provision of rules 6000 through 6016 or § 40-10.1-111(1)(f) or (2), C.R.S. may result in the assessment of a civil penalty of up to \$275.00 for each violation.
- (e) Pursuant to § 40-7-112, C.R.S., a person, whose driver operates a motor vehicle in violation of applicable statutes or these rules, may be assessed a civil penalty for such violation.
- (f) Notwithstanding any provision in these rules to the contrary, the Commission may assess a civil penalty of two times the amount or three times the amount, as provided in § 40-7-113, C.R.S.
 - (I) The amounts in subparagraphs (a) through (d) shall be two times the specified amount if:
 - (A) the person engaged in prior conduct which resulted in the issuance of a prior civil penalty assessment notice;
 - (B) the conduct is of the same or narrower character as the conduct that was cited in the prior civil penalty assessment notice;
 - (C) the conduct occurred within one year after the date of violation in the prior civil penalty assessment notice; and
 - (D) the conduct occurred after the person's receipt of the prior civil penalty assessment notice.
 - (II) The amounts in subparagraphs (I)(a) through (d) shall be three times the specified amount if:
 - (A) the person engaged in two or more instances of prior conduct which resulted in the issuance of two or more prior civil penalty assessment notices;

- (B) the conduct is of the same or narrower character as the conduct that was cited in the prior civil penalty assessment notices;
 - (C) the conduct occurred within one year after the two most recent prior instances of conduct cited in the prior civil penalty assessment notices; and
 - (D) the conduct occurred after the person's receipt of two or more prior civil penalty assessment notices.
- (g) The civil penalty assessment notice shall contain the maximum penalty amounts prescribed for the violation, the amount of the penalty surcharge pursuant to § 24-34-108(2), with a separate provision for a reduced penalty of 50 percent of the maximum penalty amount if paid within ten days after the civil penalty assessment notice is tendered.
- (h) Civil penalty assessments are in addition to any other penalties provided by law.

6018. – 6099. [Reserved].

SAFETY RULES

6100. Applicability of Safety Rules.

- (a) Rules 6100 through 6199 apply to:
- (I) regulated intrastate carriers and limited regulation carriers; and
 - (II) drivers (whether as employees or independent contractors), employees, and commercial motor vehicles of the motor carriers listed in subparagraph (a)(I).

6101. Definitions.

In addition to the definitions in rule 6001, and those incorporated from federal law in rule 6102, the following definitions apply to all carriers subject to these safety rules:

- (a) "Commission" means the Public Utilities Commission of the state of Colorado. Any reference to the United States Department of Transportation, the FMCSA, or any other federal agency in any provision of the Code of Federal Regulations adopted by reference in these safety rules shall be construed to refer to the Commission.
- (b) "Commercial motor vehicle" or "motor vehicle" as used in regulations incorporated by reference by rule 6102, means a motor vehicle operated by a regulated intrastate carrier or limited regulation carrier. Notwithstanding the foregoing, for purposes of the incorporated rules found in 49 C.F.R. Part 382 (concerning drug and alcohol testing), the definition of commercial motor vehicle shall be as found in 49 C.F.R. § 382.107; and for purposes of the incorporated rules found in 49 C.F.R. Part 383 (concerning commercial driver's licenses) the definition of commercial motor vehicle shall be as found in 49 C.F.R. § 383.5.
- (c) "Employer" as used in regulations incorporated by reference by rule 6102, means a regulated intrastate carrier or limited regulation carrier, in addition to the definition found in 49 C.F.R. § 390.5.
- (d) "Low-power scooter" means low-power scooter as defined in § 42-1-102(48.5), C.R.S.
- (e) "Motorcycle" means motorcycle as defined in § 42-1-102(55), C.R.S.

6102. Regulations Incorporated by Reference.

- (a) Except as provided in rule 6103 and paragraph (c) of this rule, the Commission incorporates by reference the regulations published in:
 - (I) 49 C.F.R. Parts 40, 382, 383, 390, 391, 392, 393, 395, 396, and 399, as revised on October 1, 2010.
 - (II) 49 C.F.R. Appendix G to Subchapter B of Chapter III, as revised on October 1, 2010.
- (b) No later amendments to or editions of the C.F.R. are incorporated into these rules.
- (c) The following provisions of 49 C.F.R. are not incorporated by reference:
 - (I) §§ 382.507, 383.53, 390.3(a), 390.3(c), 390.3(f)(2), 390.3(f)(6), 390.21(a), 390.21(b), 390.21(e), 390.21(f), 390.37, 391.47, 391.49, 391.68, 391.69, 395.8(e), and 396.9; and
 - (II) The definition of "commercial motor vehicle" in § 390.5.
- (d) The material incorporated by reference may be examined at the offices of the Commission or any state publications library.

6103. Modification of Regulations Incorporated by Reference.

- (a) With regard to qualification and examination of drivers: 49 C.F.R. § 391.11(b)(1), relating to age of drivers, shall not apply to drivers operating solely in intrastate commerce; rather, such drivers shall be at least eighteen years of age. This subparagraph (I) shall not apply to drivers operating motor vehicles used in transporting hazardous materials of a type and quantity that would require the motor vehicle to be marked or placarded under 49 C.F.R. § 177.823.
- (b) With regard to motor vehicle parts and accessories necessary for safe operation:
 - (I) The provisions of 49 C.F.R. § 393.55 shall only apply to a bus with a seating capacity of 16 or more.
 - (II) The provisions of 49 C.F.R. § 393.83(c) and (d), relating to exhaust systems, shall only apply to any bus with a seating capacity of 16 or more or having a GVWR of more than 10,000 pounds, which is manufactured with a side discharge exhaust.
 - (III) The provisions of 49 C.F.R. § 393.89, relating to driveshaft protection, and 393.95, relating to emergency equipment, shall only apply to any bus with a seating capacity of 16 or more or having a GVWR of more than 10,000 pounds.
 - (IV) In addition to the requirements of 49 C.F.R. § 393.93 regarding seat belt assemblies for a bus, a vehicle manufactured with such a system shall be operational and readily accessible to passengers at all times.
- (c) With regard to hours of service of drivers:
 - (I) For a motor carrier of passengers operating a motor vehicle having a seating capacity of 16 or more, or GVWR or GCWR of more than 10,000 pounds, the requirements of 49 C.F.R. §§ 395.5(a)(2) and (b) and 395.8, shall apply.

- (II) For a motor carrier of passengers operating a motor vehicle having a seating capacity of 15 or less and GVWR or GCWR of less than 10,001 pounds, the requirements of 49 C.F.R. §§ 395.5(a)(2) and 395.8, shall not apply. Additionally, a motor carrier shall neither permit nor require a driver to drive, nor shall any such driver drive, in violation of any of the following:
 - (A) At the end of the 16th hour after coming on duty, a driver shall not drive and shall be released from duty, for eight consecutive hours. Drivers may go off duty for any period of time during the 16-hour period, but the 16-hour period shall only be restarted after eight consecutive hours off duty;
 - (B) A driver shall not exceed ten hours maximum driving time, following eight consecutive hours off duty;
 - (C) A driver shall not drive for a minimum period of eight consecutive hours after having been on duty 80 hours in any eight consecutive days. In no instance shall a driver's hours of service exceed 80 hours in any rolling eight consecutive day period; and
 - (D) A motor carrier that employs or retains the driver shall maintain and retain accurate and true time records, including all supporting documents verifying such time records, for a period of six months showing:
 - (i) the time(s) the driver reports for duty each day;
 - (ii) the time(s) the driver is released from duty each day;
 - (iii) the total number of hours the driver is on duty each day; and
 - (iv) for a driver who is off duty for an entire day, an indication to that effect.
- (d) With regard to inspection of drivers and/or motor vehicles:
 - (I) A driver receiving a Driver/Vehicle Compliance Report (DVCR) from the Commission shall deliver the DVCR to the motor carrier operating the motor vehicle upon the driver's next arrival at any of the motor carrier's terminals or facilities. If the driver is not scheduled to arrive at a terminal or facility within 24 hours, the driver shall immediately mail the report to the motor carrier operating the motor vehicle.
 - (II) Motor carriers shall examine the DVCR and correct all violations or defects noted thereon. Within 15 days following the date of the inspection, the motor carrier shall:
 - (A) complete the "Carrier Official's Signature, Title, and Date" portions of the DVCR, certifying that all violations on the DVCR have been corrected;
 - (B) return the completed DVCR to the Commission at the address shown on the DVCR; and
 - (C) retain a copy of the DVCR in its records.
 - (III) A motor vehicle that would likely cause an accident or a breakdown due to its mechanical condition as determined by the current out-of-service criteria set forth by the Commercial Vehicle Safety Alliance shall be placed out-of-service.

- (IV) A driver who, by reason of the driver's lack of qualification, sickness or fatigue, violation of hours of service provisions, or violation of drug or alcohol provisions, would likely cause an accident as determined by the current out-of-service criteria set forth by the Commercial Vehicle Safety Alliance shall be placed out-of-service.
 - (V) A DVCR declaring a motor vehicle and/or a motor vehicle driver out-of-service shall constitute an out-of-service order giving notice to the driver and the motor carrier regarding the out-of-service condition.
 - (VI) No motor carrier shall require or permit any person to operate, nor shall any person operate, any motor vehicle declared and ordered out-of-service until all repairs required by the out-of-service order have been satisfactorily completed.
 - (VII) No motor carrier shall require or permit any person declared and ordered out-of-service to operate, nor shall any person operate, any motor vehicle until the person's out-of-service condition has been corrected.
- (e) Motor carriers and drivers shall, upon request by an enforcement official, make available for inspection all records required to be made by these safety rules and all motor vehicles subject to these safety rules.

6104. Motor Vehicle Weight.

An enforcement official may require a motor carrier to have a motor vehicle weighed, if such motor vehicle's structural components, suspension components, wheels, tires, or loading may, in the enforcement official's judgment, create potentially unsafe operations.

6105. Fingerprint-Based Criminal History Record Checks.

- (a) For purposes of this rule only:
- (I) "CBI" means the Colorado Bureau of Investigation.
 - (II) "Driver" means a person who drives or wants to drive for a passenger carrier, regardless of whether such person drives or wants to drive as an employee or independent contractor.
 - (III) "Passenger carrier" means a taxicab carrier and a limited regulation carrier, except for fire crew transport.
 - (IV) "Criminal history record check" means a state and national fingerprint-based criminal history record check.
- (b) This rule applies to passenger carriers and drivers.
- (c) Within ten days of contracting or being employed to drive for a passenger carrier, a driver who is not qualified by the Commission at the time of hire shall submit to the Commission a set of the driver's fingerprints, documentation of any name change from the agency where the change was approved, and payment of the actual cost to conduct a criminal history record check.
- (d) A driver shall re-submit to the Commission a set of the driver's fingerprints, documentation of any name change from the agency where the change was approved, and payment of the actual cost to conduct a criminal history record check within five years after being qualified by the Commission. Qualifications without an expiration date shall expire five years from August 1, 2012.

- (e) The driver shall submit his or her fingerprints on an official Federal Bureau of Investigation form FD-258. The Commission will only accept official forms completed by a law enforcement or state agency in accordance with the instructions available from the Commission or its website.
- (f) Qualification determination based upon moral character or statutory disqualification.
 - (I) Upon the Commission's receipt of a completed criminal history record check, Commission staff shall make a qualification determination regarding the driver's qualification status. In making this determination, Commission staff is authorized to request from the driver, and the driver shall provide, additional information that will assist Commission staff in making the determination regarding the driver's qualification status. If a driver does not provide such additional information requested by Commission staff, or explain why it is unavailable within 15 days of the request, Commission staff may disqualify the driver.
 - (II) A driver is not of good moral character and shall be disqualified and prohibited from driving, if the driver has:
 - (A) a conviction in the state of Colorado at any time of any class 1 or 2 felony under Title 18, C.R.S.;
 - (B) a conviction in the state of Colorado, within the ten years preceding the date the criminal history record check is completed, of a crime of violence, as defined in § 18-1.3-406(2), C.R.S.;
 - (C) a conviction in the state of Colorado, within the eight years preceding the date the criminal history record check is completed, of any class 3 felony under Title 18, C.R.S.;
 - (D) a conviction in the state of Colorado, within the four years preceding the date the criminal history record check is completed, of any class 4 felony under Articles 2, 3, 3.5, 4, 5, 6, 6.5, 8, 9, 12, or 15 of Title 18, C.R.S.; or
 - (E) an offense in any other state or in the United States that is comparable to any offense listed in subparagraphs (A) through (D) within the same time periods as listed in subparagraphs (A) through (D).
 - (III) Without a determination as to moral character at the time of determination, a driver is disqualified by statute and prohibited from driving if the driver has been:
 - (A) convicted in the state of Colorado at any time of a felony or misdemeanor unlawful sexual offense against a child, as defined in § 18-3-411, C.R.S., or of a comparable offense in any other state or in the United States at any time;
 - (B) within the two years preceding the date the criminal history record check is completed, convicted in this state of driving under the influence, as defined in § 42-4-1301(1)(f), C.R.S.; driving with excessive alcoholic content, as described in § 42-4-1301(2)(a), C.R.S.; driving while ability impaired, as defined in § 42-4-1301(1)(g), C.R.S.; or driving while an habitual user of a controlled substance, as described in § 42-4-1301(1)(c), C.R.S.; or
 - (C) within the two years preceding the date the criminal history record check is completed, convicted of an offense comparable to those included in subparagraph (III)(B) in any other state or in the United States.

- (IV) For purposes of this rule, a deferred judgment and sentence pursuant to § 18-1.3-102, C.R.S., shall be deemed to be a conviction during the period of the deferred judgment and sentence.
- (g) The Commission and Commission staff may consult and use any commercially or governmentally available information source in conducting criminal history record checks. The Commission may require a name-based criminal history record check of a driver who has twice submitted to a fingerprint-based criminal history record check and whose fingerprints are unreadable or unclassifiable.
- (h) At any time, Commission staff shall disqualify a previously qualified driver whose subsequent conviction meets the criteria of this rule.
- (i) A passenger carrier shall not permit a driver to drive for the passenger carrier if:
 - (I) the driver has not complied with this rule and § 40-10.1-110, C.R.S., as applicable;
 - (II) the driver is disqualified and prohibited from driving under paragraph (f) of this rule; or
 - (III) the driver's qualification status has expired.
- (j) A passenger carrier shall, as a condition of continued contract or employment, require a driver to submit his or her fingerprints to the Commission for a criminal history record check:
 - (I) at least once every five years; and/or
 - (II) within ten days of becoming aware that the driver has been convicted of the offenses listed in paragraph (f) of this rule.
- (k) Commission staff shall notify the driver of its qualification determination. The Commission will also maintain a password-protected portion of its website where drivers, passenger carriers, and other persons authorized by Commission staff may access the current qualification status of drivers.
- (l) If the driver is disqualified and prohibited from driving, the driver may, within 60 days of Commission staff's notification, file a petition with the Commission for qualification determination.
 - (I) Upon the filing of a petition for qualification, Commission staff shall be an indispensable party.
 - (A) If a driver submitting fingerprints is disqualified to drive pursuant to subparagraph (f)(II), the driver shall bear the burden of proving that he is of good moral character based upon all surrounding facts and circumstances or that disqualification is not supported by fact or law.
 - (B) If a driver submitting fingerprints is disqualified to drive pursuant to subparagraph (f)(III), the driver shall bear the burden of proving that disqualification is not supported by fact or law;
 - (C) If a driver is disqualified pursuant to paragraph (h), the Commission staff shall bear the burden of proving all applicable elements.
 - (D) The Commission will consider the petition using the standards set forth in § 24-5-101(2), C.R.S. for disqualifications based on a determination of moral character.

- (m) Commission staff's qualification determination may be relied upon by all persons, unless and until the Commission rules on a driver's qualification.
- (n) If the Commission qualifies a driver upon petition, paragraph (f) shall be waived as to qualification determinations for future fingerprint resubmissions regarding the events upon which Commission staff's disqualification was based.

6106. Safety Violations, Civil Enforcement, and Civil Penalties.

- (a) A person who violates the following provisions may be assessed a civil penalty of up to \$10,000.00 for each violation:

Citation	Violation Description
49 C.F.R. § 392.4(b)	Requiring or permitting a driver to drive while under the influence of, or in possession of, a narcotic drug, amphetamine, or any other substance capable of rendering the driver incapable of safely operating a motor vehicle, per §392.4(a).
49 C.F.R. § 392.5(b)(1)	Requiring or permitting a driver to operate a commercial motor vehicle within four hours of using, while under the influence of, or having in his/her possession, alcohol, per §392.5(a).
49 C.F.R. § 392.5(b)(2)	Requiring or permitting a driver to operate a commercial motor vehicle who shows evidence of, or the general appearance and conduct of, having consumed alcohol within the preceding four hours.
49 C.F.R. § 396.11(c)	Failing to correct out-of-service defects listed by the driver in a driver vehicle inspection report before the vehicle is operated again.
Rule 6103(d)(VII)	Requiring or permitting a driver to operate a motor vehicle during the period the driver was placed out of service.
Rule 6103(d)(VI)	Requiring or permitting the operation of a motor vehicle placed out of service before the required repairs are made but after the motor carrier has received notice of the defect.

- (b) A person who violates the following provisions may be assessed a civil penalty of up to \$2,500.00 for each violation:

Citation	Violation Description
49 C.F.R. § 390.35	Making, or causing to make, fraudulent or intentionally false statements or records and/or reproducing fraudulent records if such action misrepresents a fact that constitutes a violation other than a reporting or recordkeeping violation.
49 C.F.R. § 391.11(a)	Requiring or permitting a driver who is not qualified to drive [§ 391.11(b)(4), (5), and (7)].
49 C.F.R. § 391.15(a)	Using a disqualified driver.
49 C.F.R. § 392.2	Operating a motor vehicle not in accordance with the laws, ordinances, and regulations of the jurisdiction in which it is being operated.
49 C.F.R. § 392.9(a)(1)	Requiring or permitting a driver to drive without the vehicle's cargo being properly distributed and adequately secured.
49 C.F.R. § 395.5(b)(1)	Requiring or permitting a driver to drive after having been on duty 60 hours in seven consecutive days.
49 C.F.R. §395.5(b)(2)	Requiring or permitting a driver to drive after having been on duty 70 hours in eight consecutive days.
49 C.F.R. § 395.5(a)(1)	Requiring or permitting a driver to drive more than ten hours.
49 C.F.R. § 395.5(a)(2)	Requiring or permitting a driver to drive after having been on duty 15 hours.

Rule 6103(c)(II)(A)	Requiring or permitting a driver to drive after having been on duty for 16 consecutive hours.
Rule 6103(c)(II)(B)	Requiring or permitting a driver to drive more than ten hours.
Rule 6103(c)(II)(C)	Requiring or permitting a driver to drive after having been on duty 80 hours in eight consecutive days.
49 C.F.R. § 396.17(g)	Failing to promptly repair parts and accessories not meeting minimum periodic inspection standards.
49 C.F.R. § 382.115(a)	Failing to implement an alcohol and/or controlled substances testing program.
49 C.F.R. § 382.201	Using a driver known to have an alcohol concentration of 0.04 or greater.
49 C.F.R. § 382.211	Using a driver who has refused to submit to an alcohol or controlled substances test required under Part 382.
49 C.F.R. § 382.213(b)	Using a driver known to have used a controlled substance.
49 C.F.R. § 382.215	Using a driver known to have tested positive for a controlled substance.
49 C.F.R. § 382.301(a)	Using a driver before the motor carrier has received a negative pre-employment controlled substance test result.
49 C.F.R. § 382.303(a)	Failing to conduct post accident testing on driver for alcohol and/or controlled substances.
49 C.F.R. § 382.305	Failing to implement a random controlled substances and/or an alcohol testing program.
49 C.F.R. § 382.305(b)(1)	Failing to conduct random alcohol testing at an annual rate of not less than the applicable annual rate of the average number of driver positions.
49 C.F.R. § 382.305(b)(2)	Failing to conduct random controlled substances testing at an annual rate of not less than the applicable annual rate of the average number of driver positions.
49 C.F.R. § 382.309(a)	Using a driver who has not undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.
49 C.F.R. § 382.309(b)	Using a driver who has not undergone a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances.
49 C.F.R. § 382.503	Allowing a driver to perform safety sensitive function, after engaging in conduct prohibited by subpart B, without being evaluated by substance abuse professional, as required by § 382.605.
49 C.F.R. § 382.505(a)	Using a driver within 24 hours after being found to have an alcohol concentration of 0.02 or greater but less than 0.04.
49 C.F.R. § 382.605(c)(1)	Using a driver who has not undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 or with verified negative test result, after engaging in conduct prohibited by part 382 subpart B.
49 C.F.R. § 382.605(c)(2)(ii)	Failing to subject a driver who has been identified as needing assistance to at least six unannounced follow-up alcohol and/or controlled substance tests in the first 12 months following the driver's return to duty.
49 C.F.R. § 392.5(a) or (b)	Driving after being placed out of service for 24 hours for violating the alcohol prohibitions.

- (c) A person who violates the following provisions may be assessed a civil penalty of up to \$1,100.00 for each violation:

Citation	Violation Description
49 C.F.R. § 391.45	Allowing a driver to drive who is not medically examined and certified.
49 C.F.R. § 396.17(a)	Using a commercial motor vehicle not periodically inspected.
Rule 6103(d)(VI)	Operating a motor vehicle after the vehicle was placed out of service and before the required repairs are made.
Rule 6103(d)(VII)	Operating a motor vehicle during a period the driver was placed out of service.
Rule 6107	Knowingly falsify, destroy, mutilate, change, or cause falsification, destruction, mutilation, or change, to any record.

- (d) A person who violates the following recordkeeping provisions may be assessed a civil penalty of up to \$500.00 for each violation up to a cumulative maximum of \$10,000.00:

Citation	Violation Description
49 C.F.R. § 392.6	Scheduling a run that would necessitate the vehicle being operated at speeds in excess of those prescribed.
Rule 6103(c)(II)(D)	Failing to maintain and retain accurate and true time records, including all supporting documents verifying such time records.
Rule 6103(d)(II)	Failing to return the written certification of correction as required by the out-of-service order.
49 C.F.R. § 395.8(a)	Failing to require driver to make a record of duty status.
49 C.F.R. § 395.8(i)	Failing to require driver to forward within 13 days of completion, the original of the record of duty status.
49 C.F.R. § 395.8(k)(1)	Failing to preserve driver's record of duty status and supporting documents for six months.
49 C.F.R. § 396.3(b)	Failing to keep minimum records of inspection and vehicle maintenance.
49 C.F.R. § 396.11(a)	Failing to require driver to prepare driver vehicle inspection report.

- (e) A person who violates 49 C.F.R. Part 383, Subparts B, C, E, F, G, or H may be assessed a civil penalty of \$2,750.00 for each violation.
- (f) A person who violates any provision of rule 6105 may be assessed a civil penalty of \$275.00 for each violation.
- (g) Except as provided in paragraphs (a) through (f) of this rule, a person who violates any other rule may be assessed a civil penalty of up to \$250.00 for each violation.
- (h) For each type of recordkeeping violation, a civil penalty may be assessed up to a cumulative maximum of \$10,000.00.
- (i) With the exception of paragraph (f) of this rule, the provisions relating to the doubling and tripling of civil penalty assessments, found in § 40-7-113(3) and (4), and in paragraphs (g) and (h) of rule 6017, shall not apply to the assessment of civil penalties for safety rule violations.
- (j) Civil penalty assessments are in addition to any other penalties provided by law.

6107. Records: Falsification, Reproduction, or Alteration.

No person shall knowingly falsify, destroy, mutilate, change, or cause falsification, destruction, mutilation, or change to any record, subject to inspection by the Commission.

6108. – 6199. [Reserved].

REGULATED INTRASTATE CARRIER RULES

Regulated Intrastate Carrier Rules.

6200. Applicability.

Rules 6200 through 6249 apply to all common carriers, all contract carriers, and to all Commission proceedings and operations concerning common carriers and contract carriers as well as applicants, employees, and drivers of such carriers.

6201. Definitions.

In addition to the definitions in rule 6001, the following definitions apply to all carriers and drivers subject to these regulated intrastate carrier rules:

- (a) "Auto livery" or "auto livery service" means the transportation of passengers by common carrier, including the transportation of passengers in scheduled and/or call-and-demand service. This term is only used in historical authorities.
- (b) "Capable," as used in § 40-10.1-204(1), C.R.S., means ready, willing, and able to provide services under the terms of the common carrier's authority. Capability may be evidenced by, among other things, ongoing transportation operations or good faith efforts to conduct such operations under such authority.
- (c) "Call-and-demand," "on call-and-demand," or "call-and-demand service" means the transportation of passengers by a common carrier not on schedule.
- (d) "Chartering party" means a person or group of persons who share a personal or professional relationship whereby all such persons are members of the same affiliated group, including, a family, business, religious group, social organization or professional organization. "Chartering party" does not include groups of unrelated persons brought together by a carrier, transportation broker, or other third party.
- (e) "Charter service" means transportation of a chartering party provided by a common carrier on a call-and-demand basis.
- (f) "Common carrier" means every person directly or indirectly affording a means of transportation, or any service or facility in connection therewith, within this state by motor vehicle or other vehicle whatever by indiscriminately accepting and carrying passengers for compensation; except that the term does not include a contract carrier as defined under § 40-10.1-101(6), C.R.S.; a motor carrier that provides transportation not subject to regulation pursuant to § 40-10.1-105, C.R.S.; or a limited regulation carrier defined under § 40-10.1-301, C.R.S.
- (g) "Contract carrier" means every person, other than a common carrier or a motor carrier of passengers under Part 3 of Article 10.1 of Title 40, C.R.S., who, by special contract, directly or indirectly affords a means of passenger transportation over any public highway of this state.
- (h) "Encumbrancer" means a person seeking or holding an encumbrance (e.g., lien or mortgage) against the authority of a common or contract carrier.

- (i) "Flag stop" means a point of service designated by a common carrier on its filed schedule, which point is located between two scheduled points on the scheduled route. Typically, the common carrier does not designate a specific time for service to the flag stop; if the common carrier does designate a specific time for service, the time is considered to be an approximation.
- (j) "Limousine service" means the transportation of passengers by a common carrier on a call-and-demand basis charged at a per-person rate, and the use of the motor vehicle is not exclusive to any individual or group. The term "limousine service" is distinguished from the term "luxury limousine service" as used in Article 10.1 of Title 40, C.R.S. This term is only used in historical authorities.
- (k) "Outstanding authority" means an existing authority, or any portion thereof, which is not under suspension.
- (l) "Scheduled service," "on schedule," or "schedule" means the transportation of passengers by a common carrier between fixed points and over designated routes at established times as specified in the common carrier's time schedule filed with and approved by the Commission.
- (m) "Shuttle service" means the transportation of passengers by a common carrier on a call-and-demand basis charged at a per-person rate and the use of the motor vehicle is not exclusive to any individual or group.
- (n) "Sightseeing service" means the transportation of passengers by a common carrier on a call-and-demand basis originating and terminating at the same point for the sole purpose of viewing or visiting places of natural, historic, or scenic interest.
- (o) "Special bus service," "special bus transportation," or "special bus", only used in historical authorities, means the transportation of passengers by common carrier:
 - (I) not including ordinary and continuous scheduled service;
 - (II) rendered generally on weekends, holidays, or other special occasions;
 - (III) with a fixed termination date; and
 - (IV) to a number of passengers whom the carrier on its own initiative has assembled into a travel group, through its own promotion and sale of individual tickets, for a trip or tour planned by the carrier.
- (p) "Tacking" means the joinder of two or more separate authorities or two or more separate parts thereof at a common service point for the purpose of providing a through service.
- (q) "Taxicab" means a motor vehicle with a seating capacity of eight or less, including the driver, operated in taxicab service.
- (r) "Taxicab service" means passenger transportation by a common carrier on a call-and-demand basis in a taxicab, with the first passenger therein having exclusive use of the taxicab unless such passenger agrees to multiple loading.
- (s) "Transfer" means, without limitation, any sale, lease, assignment, license, change in ownership, foreclosure of an encumbrance, execution in satisfaction of any judgment or claim, merger, consolidation, or similar transaction in which control of any authority or portion thereof changes from one entity to another, whether voluntarily, by court order, or otherwise.
- (t) "Transferee" means any entity newly acquiring control of any authority from a transferor.

(u) "Transferor" means any entity transferring control of any authority to a transferee.

6202. Prohibited Operations.

- (a) Without specific approval by the Commission, no regulated intrastate carrier shall:
- (I) combine or tack two or more separate authorities or two or more separate parts of an authority in order to render a transportation service not authorized by any individual authority or part thereof;
 - (II) extend, enlarge, diminish, change, alter, or vary the territory, route, or service authorized by its authority;
 - (III) serve any point not included in its authority or authorized by statute;
 - (IV) abandon or suspend operations under its authority; or
 - (V) file a tariff or time schedule whose applicability or scope violates this rule.

6203. Applications to Operate as a Common or Contract Carrier.

- (a) Any person seeking permanent authority to operate as a common or contract carrier, or permanent authority to extend a common carrier certificate or contract carrier permit, shall file an application. The application shall contain the following information:
- (I) The name, including trade name if applicable, physical address, mailing address, telephone number, and email address of the applicant.
 - (II) The name, mailing address, telephone number, and email address of the applicant's representative to whom the Commission may direct inquiries regarding the application.
 - (III) The name and address of the applicant's Colorado designated agent for service of process, if required by rule 6011.
 - (IV) A statement describing the applicant's business structure (corporation, limited liability company, partnership, sole proprietorship, etc.).
 - (V) If the applicant is a corporation: the name of the state in which it is incorporated; the mailing address and physical address of its principal office; the names of its directors and officers; and a certified copy of its certificate of good standing authorizing it to do business in Colorado, certified within 14 days prior to the filing of the application.
 - (VI) If the applicant is a limited liability company: the name of the state in which it is organized; the mailing address and physical address of its principal office; the name of its managers; and a certified copy of its certificate of good standing authorizing it to do business in Colorado, certified within 14 days prior to the filing of the application.
 - (VII) If the applicant is a partnership: the names, titles, and addresses of all general and limited partners.
 - (VIII) A copy of the applicant's certificate of assumed trade name or trade name registration, if applicable.
 - (IX) A complete description of the authority sought, which shall indicate:

- (A) whether the applicant proposes to operate as a common or contract carrier;
 - (B) the proposed type of service (e.g., charter, shuttle, sightseeing, taxicab, or scheduled, but not limousine, auto livery or special bus), if the applicant proposes to operate as a common carrier;
 - (C) the proposed geographic area of service or the proposed points or routes of service;
 - (D) any proposed restrictions to the authority sought; and
 - (E) a description of the make, model, and year of the motor vehicles proposed to be operated, or if unknown, then a summary of the number and types of motor vehicles proposed to be operated.
- (X) A map or diagram showing the proposed geographic service area, or the proposed points or routes of service, if and in the form requested by the Commission or Commission staff.
- (XI) A statement setting forth the qualifications of the applicant, including managerial, operational, and financial fitness, to conduct the proposed operations.
- (XII) A statement describing the extent to which the applicant, or any person affiliated with the applicant, holds or is applying for authority duplicating or overlapping in any respect the authority at issue in the application.
- (XIII) A statement identifying current authorities issued by either a state or federal agency, authorizing the applicant or any affiliate to provide for-hire transportation of passengers in the state of Colorado.
- (XIV) A statement that the applicant understands the Commission will, in its discretion, cancel any duplicating or overlapping authorities created by granting the application.
- (XV) A statement indicating the town or city where the applicant prefers any hearing to be held.
- (XVI) A statement, signed by the applicant, that the application contains only information that is true and correct to the best of the applicant's knowledge and belief.
- (XVII) If the applicant applies for common carrier authority, the applicant shall demonstrate a public need for the proposed service and that the authority is in the public interest and should be granted. Due to the presumed public need in § 40-10.1-203(2)(b)(II)(B), C.R.S., this demonstration is not required when the proposed service is taxicab service within and between the counties of Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, and Jefferson. Any letter of support filed to demonstrate a public need:
- (A) shall contain the author's name, address, and telephone number;
 - (B) should describe the public need;
 - (C) should specifically support the applicant's particular request for authority;
 - (D) should describe whether and how existing service is inadequate;
 - (E) should contain a statement that the letter contains only information that is true and correct to the best of the author's knowledge and belief; and

- (F) shall be signed by the author.
- (XVIII) If the applicant seeks contract carrier authority shall provide a statement of the facts upon which the applicant relies to establish the superior, special, or distinctive nature of the transportation service, or how the transportation service will be specifically tailored to meet the customers' needs. The applicant shall also attach a letter from each proposed customer. Such a letter:
- (A) shall contain the proposed customer's name, address, and telephone number;
 - (B) should indicate the proposed customer's special or distinctive transportation needs;
 - (C) should specifically support the applicant's particular request for authority;
 - (D) should describe whether there is existing service and how the existing service is inadequate;
 - (E) should contain a statement that the letter contains only information that is true and correct to the best of the proposed customer's knowledge and belief; and
 - (F) shall be signed by the proposed customer.
- (b) Any person seeking temporary authority to operate as a common or contract carrier, shall file an application.
- (I) The application shall contain all the information specified by paragraph (a) of this rule, modified as follows:
 - (A) any letters of support shall contain the following additional information: an explanation of the immediate and urgent need for the proposed service; whether there is any other transportation service available; if such service is available, a detailed description of the author's efforts to use it and whether it is capable of meeting the author's needs, and the extent to which available transportation services have refused to provide service;
 - (B) the statement of facts shall also establish an immediate and urgent need for the proposed service and that there is no such service capable of meeting the need;
 - (C) the statement in subparagraph (a)(XIX) is not required;
 - (D) a statement shall be included indicating whether the Commission has previously granted to the applicant authority to render all or any part of the proposed service and the decision number granting the authority; and
 - (E) a statement shall be included of the period of time which applicant requests the temporary authority to cover, not to exceed 180 days.
 - (II) The Commission shall not grant temporary authority to provide the same service, including both temporary authority and emergency temporary authority for a total period greater than 180 days.

- (c) Any person seeking emergency temporary authority to operate as a common or contract carrier, shall file an application with the Commission. The application shall contain all the information required by paragraph (b) of this rule, except that the period of time identified in subparagraph (b)(I)(E) shall not exceed 30 days. The application shall include a statement of facts establishing the basis and nature of the emergency need for the proposed service. Any letters of support shall describe the basis and nature of the emergency. Without regard to the period of time in the application, the Commission shall not issue emergency temporary authority for a period greater than 30 days following the effective date of the Commission decision granting the authority.
- (d) The granting of emergency temporary authority creates no presumption that temporary or permanent authority will be granted. The granting of temporary authority creates no presumption that permanent authority will be granted.
- (e) Burden of proof for contract carrier applicants.
 - (I) A contract carrier applicant shall bear the burden of proving that the service it proposes is superior, special, of a distinctive nature, or that the service will otherwise be specifically tailored to meet the potential customers' needs.
 - (II) Such a showing is overcome by an intervenor's showing that the intervenor is ready, willing, and able to meet the potential customers' needs.
 - (III) If the intervenor makes such a showing, the applicant shall bear the burden of proving that the applicant is better suited than the intervenor to meet the needs of the potential customer.
 - (IV) The intervenor may overcome such a demonstration by establishing that the applicant's proposed operation will impair the efficient public service of any common carrier then adequately serving the same geographic area.
 - (V) Nothing in this paragraph shall be construed to direct the sequence of evidence presented by the parties.

6204. Applications to Voluntarily Abandon or Suspend Authority.

- (a) A regulated intrastate carrier shall file an application to voluntarily abandon or suspend its authority, or any portion thereof. After ten days' notice, the Commission may either decide such an application without a hearing or set it for hearing. Carrier obligations are not affected by filing of the application; rather they will be determined by Commission decision. The application shall:
 - (I) fully describe why the abandonment or suspension is sought;
 - (II) describe how the abandonment or suspension will affect the public;
 - (III) contain a statement that the application contains only information that is true and correct to the best of the applicant's knowledge and belief; and
 - (IV) be signed by the applicant.
- (b) A regulated intrastate carrier may not request and the Commission shall not grant a voluntary suspension persisting for longer than:
 - (I) twelve consecutive months;
 - (II) twelve months in any 24-month period; or

- (III) two consecutive seasons, for a regulated intrastate carrier operating seasonally.
- (c) In addition to all other applicable requirements, any request for waiver or variance from this time period limitation must demonstrate that the suspension is in the public interest and that alternative service will be available during the period of suspension.

6205. Application to Encumber, Transfer, Merge, Consolidate, and Acquire Control.

- (a) No regulated intrastate carrier shall by any means, directly or indirectly, sell, lease, merge, consolidate, assign, license, encumber, or otherwise transfer any right or interest in any portion of said regulated intrastate carrier's authorities, except as specifically provided by Commission order, rule 6205, or Article 11.5 of Title 40, C.R.S.
- (b) Except with regard to foreclosures of encumbrances, executions in satisfaction of a judgment or claim, or transfers pursuant to a court order, only the owners of an authority as shown in the official records of the Commission may transfer the authority. No regulated intrastate carrier shall transfer any authority by means of foreclosure of an encumbrance or by means of an execution in satisfaction of any judgment or claim, except as approved by the Commission. Commission approval of an encumbrance is not authorization to transfer the subject authority.
- (c) An application to encumber any authority, transfer any authority, acquire control of any regulated intrastate carrier, or permit a merger or consolidation of a regulated intrastate carrier with any other entity, shall, if possible, take the form of a joint application submitted by all parties to the transaction. Such an application shall contain all the information below. If an applicant is unable to supply the required information, the applicant shall explain the reason for the lack of information.
 - (I) All applicants shall provide the information required by subparagraphs 6203(a)(I), (II), and (XIV).
 - (II) Transferees and encumbrancers shall provide the information required by subparagraphs 6203(a)(III) - (VIII), and (XI) - (XVI). An application to transfer a contract carrier permit shall include a signed letter of support from each customer.
 - (III) If a transferee or encumbrancer is an executor, trustee, receiver, or other similar representative of the real party in interest: a copy of the court order evidencing the representative's appointment, or other evidence of authority if not under court order.
 - (IV) If the transaction covers only portions of an authority: a statement fully explaining which portions are covered by the transaction and which are not.
 - (V) A complete description of the type of transaction for which the applicants seek Commission approval, together with a statement describing each applicant's role in the transaction.
 - (VI) If the transaction involves an acquisition of stock: a statement of the transferor's total number of outstanding capital stock shares, by class; and the number of shares of each class to be acquired by transferee.
 - (VII) A copy of all agreements concerning the transaction, including a copy of all documents creating a security interest, if any, and a statement of the consideration paid in the transaction.

- (VIII) A statement explaining how the transferee proposes to meet the financial requirements of the transaction, including, if a loan is involved, the amount, maturity, interest rate, and other terms and conditions.
- (IX) A statement setting forth the nature, extent, and proposed disposition of any existing encumbrances against the affected authorities.
- (X) A current copy of each of the letters of authority encompassing the authorities at issue in the application.
- (XI) If the transaction involves the lease of an authority: a copy of the proposed lease and a statement of the lease's effective date and termination date.
- (XII) If a transferor or encumbrancer seeks foreclosure of an encumbrance or execution in satisfaction of any judgment or claim: the transferee's written consent to transfer, or in lieu thereof, a judicial order authorizing unilateral action by the transferor or encumbrancer.
- (XIII) A statement setting forth the qualifications of the transferee, including managerial, operational, and financial fitness, to conduct the proposed operations.
- (XIV) A statement that the applicants understand the Commission will, in its discretion, cancel any duplicating or overlapping authority created by the transaction.
- (XV) A statement setting forth whether the transferor has been and is conducting active, bona fide operations under the authorities at issue in the transaction.
- (XVI) A statement of the facts upon which the applicants rely to show that the application should be granted. The applicants have the burden of proving:
 - (A) that the transferor has not abandoned the authority and has not allowed the authority to become dormant;
 - (B) that the transferor has been and is engaged in bona fide operations under its authority, or the extent to which bona fide operations have been excused because of a Commission-approved suspension;
 - (C) that the transfer is not contrary to the public interest;
 - (D) that the transfer will not result in the common control or ownership of duplicating or overlapping authorities; and
 - (E) that the transferee will engage in bona fide regulated intrastate carrier operations and is fit to do so, except in transfers involving foreclosures of encumbrances, executions in satisfaction of a judgment or claim, or transfers pursuant to a court order.
- (XVII) A statement, signed by the applicants, that the application contains only information that is true and correct to the best of the applicants' knowledge and belief.

- (d) An application filed under § 40-10.1-204, C.R.S., seeking temporary or emergency temporary approval to operate or transfer control of an authority shall be filed concurrently with the permanent application filed under paragraph (c) of this rule. A temporary and/or emergency temporary application shall contain a statement of the facts establishing that failure to grant temporary or emergency temporary approval may result in destruction of or injury to the utility's properties sought to be acquired, or to interfere substantially with their future usefulness in the performance of adequate and continuous service to the public. In the case of an emergency temporary application, the application shall contain a statement explaining the nature and extent of the emergency.
- (e) Upon approval of a transfer application a transferee shall not begin operations until after the Commission has advised the transferee that it is in compliance with all requirements and is authorized to begin operations. In accordance with the timelines set forth by the Commission's decision, the transferee shall:
 - (I) file with the Commission an adoption notice, in a form available from the Commission, whereby the tariff and/or time schedule of the transferor shall become those of the transferee until changed;
 - (II) cause to be filed with the Commission proof of insurance as required by Commission rules; and
 - (III) pay the issuance fee and annual motor vehicle fee.
- (f) The transferor of any authority or permit shall not cancel its insurance, surety bond, or tariffs until the Commission has approved the transfer, the transferee has filed all required documents in the transferee's own name, and the Commission has advised the transferee that it is authorized to begin operations.
- (g) Upon approval of a permanent transfer application, the transferor and transferee shall file a Commission-prescribed acceptance of transfer form. The form shall be signed by both parties, indicating acceptance of the terms and conditions of the decision authorizing the transfer. The Acceptance of Transfer shall contain a statement indicating that the transferee has complied, and will comply, with all provisions of the agreement of sale, lease, or other transfer.
- (h) When the Commission authorizes the transfer of control of one regulated intrastate carrier to another regulated intrastate carrier on a permanent basis, the adoption notice and adopted tariffs and time schedules shall be valid for a maximum of 120 days from the date of issuance of the authority, or as otherwise ordered by the Commission.
- (i) Within 60 days from approval of the permanent transfer of the authority, the transferee shall file an advice letter and tariff in the transferee's name in accordance with Commission rules.
- (j) The granting of emergency temporary authority to operate or transfer control creates no presumption that temporary or permanent authority will be granted. The granting of temporary authority to operate or transfer control creates no presumption that permanent authority will be granted.
- (k) If temporary or emergency temporary authority to assume operating control is not made permanent, transferor shall file an adoption notice reassuming permanent operating control. The transferor shall also post the adoption notice in a prominent public place in each terminal facility and office of the transportation utility, and shall make the adoption notice available for public inspection at each terminal and office. The temporary or emergency temporary authority assumed by the transferee expires on the effective date of the transferor's adoption notice reassuming permanent operating control.

6206. Duplicating or Overlapping Authorities.

The Commission shall cancel duplicating or overlapping authorities that arise as a result of any grant, extension, or other modification to a certificate or permit.

6207. Tariffs.

- (a) A regulated intrastate carrier shall keep on file with the Commission, at all times, approved tariffs clearly showing rates, charges, and collections to be assessed for all transportation and accessorial services and disclosing all rules and conditions relating to rates or service.
- (b) Tariff compliance.
 - (I) No regulated intrastate carrier may operate its motor vehicles without having approved tariffs on file with the Commission.
 - (II) No regulated intrastate carrier shall disseminate to any person information contrary to the information contained in its approved tariff.
 - (III) No regulated intrastate carrier shall operate in conflict with its approved tariff.
- (c) A common carrier shall ensure that a copy of its approved tariff is available for public inspection, at all reasonable times, in each of the common carrier's offices or terminals transacting business with the public.
- (d) Every taxicab carrier shall publish, in its tariffs, reduced fares applicable to each passenger being transported under a multiple loading arrangement. The calculated fare for each passenger in a multiple load shall be reduced by a minimum of 20 percent.
- (e) A contract carrier shall ensure that:
 - (I) Its tariff includes the provisions required by paragraph 6209(d) or incorporates the written contract into tariff by attaching a copy of the contract to the tariff.
 - (II) It is paid in accordance with its approved tariff.
 - (A) The tariff shall provide for payment to the contract carrier only:
 - (i) by the Commission-approved person with whom the contract carrier has directly contracted; or
 - (ii) by such entity's agent for distribution of payment.
 - (B) The tariff shall not provide for payment from an individual passenger, unless:
 - (i) such passenger is the Commission-approved person specifically named in the contract carrier's permit; or
 - (ii) the Commission specifically so approves.
- (f) Unless this rule specifies otherwise, the provisions of rules 1210 and 1305 of the Commission's Rules of Practice and Procedure govern the tariffs and advice letters of regulated intrastate carriers. In addition to the requirements of subparagraph 1210(b)(1)(A), the tariff's title page shall contain the regulated intrastate carrier's common carrier certificate or contract carrier permit numbers to which the tariff applies.

- (g) A regulated intrastate carrier filing a tariff for newly granted or extended authority shall do so on no less than:
- (I) one day notice for emergency temporary authority;
 - (II) five days' notice for temporary authority; and
 - (III) ten days' notice for permanent authority.
- (h) A regulated intrastate carrier proposing a tariff to replace or modify an existing tariff shall not implement such change except after 30 days notice to the Commission and the public. The regulated intrastate carrier shall file, upon the request of Commission staff, additional supporting documentation to justify the proposed tariff. The justification should include an explanation of the circumstances and data relied upon in requesting approval of the proposed tariff.
- (i) In addition to the notice required by § 40-3-104, C.R.S., and the notice requirements of the Rules of Practice and Procedure, a common carrier filing an advice letter and proposed tariff pages shall give notice as follows:
- (I) The common carrier shall post notice of its proposed tariff pages, concurrently with the filing of the advice letter with the Commission.
 - (A) Notice shall be posted in a prominent public place in each terminal facility and office of the common carrier.
 - (B) Notice shall be posted on the carrier's website. In the event that a carrier does not have a website, such carrier shall post notice of its proposed tariff pages in a newspaper of general circulation which covers the localities or areas of the state where people affected by the proposed tariff change reside. Such notice shall appear in the newspaper at least 20 days prior to the proposed effective date. A common carrier utilizing this form of notice shall file an affidavit of publication prepared by the newspaper, or a copy of the published notice, with the Commission no later than seven days prior to the proposed effective date.
 - (C) Notice shall be posted in the passenger compartment of each motor vehicle used in the transportation of passengers affected by the proposed tariff pages.
 - (D) The notice shall remain posted for a minimum of 20 days from the date filed with the Commission.
 - (II) The common carrier shall include in such notice: the proposed changes; the proposed effective date; a statement that a written objection may be filed with the Commission; a statement that any objection must be filed at least ten days prior to the proposed effective date; and the Commission's address and website where objections may be filed.
- (j) An application to amend a tariff on less notice than otherwise required by these rules shall only be granted for good cause. The application shall contain the proposed advice letter and tariff, information fully explaining the circumstances and data relied upon to justify why the tariff amendment is sought, why it should be made on lesser notice, and how the tariff change will affect the public if approved. Notice of an application requesting lesser notice shall be given as follows:
- (I) The common carrier shall post notice of its proposed tariff amendment concurrently with the filing of the proposed amendment with the Commission.

- (A) Notice shall be posted in a prominent public place in each terminal facility and office of the common carrier.
 - (B) Notice shall be posted on the carrier's website.
 - (C) Notice shall be posted in the passenger compartment of each motor vehicle used in the transportation of passengers affected by the proposed amendment.
 - (D) The notice shall remain posted until the Commission approves or rejects the application.
- (II) The common carrier shall include in such notice: the proposed changes; the proposed effective date; a statement that the Commission may grant or deny the application; a statement that a written objection may be filed with the Commission; a statement that an objection may only be filed prior to the date that the Commission grants or denies the application; and the Commission's address and website where objections may be filed.
- (k) If the Commission rejects a tariff, the tariff number contained in it shall not be used again. The tariff or amendment shall not be referred to afterwards as canceled, amended, or otherwise.

6208. Time Schedules.

- (a) No scheduled common carrier may operate its motor vehicles without having approved time schedules on file with the Commission. No such common carrier shall operate in conflict with its approved time schedules.
- (b) No scheduled common carrier shall disseminate to any person information contrary to the information contained in its approved time schedules.
- (c) A common carrier shall promptly report in writing to the Commission and shall communicate to the affected public any interruption of regular service for 24 continuous hours or more, explaining in detail the cause and anticipated length of the service interruption.
- (d) A scheduled common carrier shall designate its flag stops on its schedule. Such a common carrier shall drive by each flag stop in such close proximity and speed as to be able to reasonably assess whether passengers are waiting for service. Failure to stop for a waiting passenger constitutes prima facie evidence of a violation of subparagraph 6202(a)(II).
- (e) A scheduled common carrier shall ensure that a copy of its approved time schedule is available for public inspection, at all reasonable times, in each of the common carrier's offices or terminals transacting business with the public. The common carrier shall carry copies of its time schedules in its scheduled motor vehicles, and shall furnish them to passengers upon request.
- (f) Time schedules shall be filed with the Commission as part of the scheduled common carrier's tariff, in accordance with applicable provisions of rule 6207. At a minimum, time schedules shall contain the following:
 - (I) a statement of the scope of the time schedule, describing the route or points to which the time schedule applies;
 - (II) an explanation of the symbols, reference marks, and abbreviations used;
 - (III) one or more lists of all scheduled stops and all flag stops, in geographical order, designating the departure and/or arrival times for the scheduled stops, as appropriate;

- (IV) a statement whether service is daily or otherwise, and if otherwise a statement describing the other service;
- (V) the address of each scheduled stop, if such address exists, otherwise a description sufficient to notify the Commission and the public regarding the location of the scheduled stop; and
- (VI) any other appropriate information regarding the service the common carrier desires to perform.

6209. Contract Carrier Contracts.

- (a) Except as otherwise permitted by law, a contract carrier shall not enter into a contract for transportation with any person not named in the contract carrier's permit.
- (b) Except as otherwise permitted by law, a contract carrier shall not engage in any act of transportation for compensation except in compliance with the contract between the contract carrier and the person named in the contract carrier's permit.
- (c) Contracts shall be written.
- (d) At a minimum, all contracts shall specify the following:
 - (I) the names of the parties to the contract;
 - (II) the provisions regarding the scope and terms of transportation and accessorial services to be provided; and
 - (III) the date(s) and terms of the contract, including rates.
- (e) A contract carrier shall not operate in conflict with the contract carrier's permit.
- (f) A contract carrier shall not operate in conflict with the contract carrier's tariff.

6210. Refusal of Service, Driver Courtesy.

- (a) No regulated intrastate carrier or driver may refuse to transport any passenger unless: the passenger is acting in an unlawful, disorderly, or endangering manner; there is a previous commitment of the equipment; or the passenger is unable to care for himself or herself, if not in the charge of a responsible companion or attendant. Except where there is a previous commitment of the equipment, a driver shall immediately report to the carrier any refusal to transport a passenger.
- (b) Every regulated intrastate carrier shall ensure that its drivers provide its passengers with courteous service promoting the passengers' comfort and convenience. Drivers shall not behave discourteously. Discourteous service by a driver includes, but is not limited to, instances involving profanity, obscenity, assault, or the making of derogatory sexual or racial remarks towards passengers or other persons. Passenger's or other person's conduct, especially if it is unlawful, disorderly, or endangers others, is a factor to consider in determining whether a driver behaves discourteously.

6211. [Reserved].

6212. Annual Reports.

- (a) Each regulated intrastate carrier shall file with the Commission an annual report on a Commission-prescribed form on or before April 30 of each year. The regulated intrastate carrier shall complete all sections of the annual report applicable to said regulated intrastate carrier for the 12-month period ending on December 31 of the previous calendar year.
- (b) When the Commission grants a permanent transfer of authority, the transferor shall complete a terminating annual report on a Commission-prescribed form, which report shall cover the period from January 1 to the date of the decision approving the transfer.
- (c) A principal of the regulated intrastate carrier shall sign the certification of the annual report or terminating annual report. In all annual report filings, the regulated intrastate carrier shall comply with subparagraph 1204(a)(III) and rule 1100 et seq, of the Commission's Rules of Practice and Procedure.

6213. Age of Motor Vehicles.

- (a) Intrastate regulated carriers operating vehicles with a seating capacity of 15 or less shall not use vehicles older than 12 model years as of July 1 of each year.
- (b) The counting of model years shall begin with the present calendar year. By way of example, between July 1, 2011, and June 30, 2012, counting backwards, 2011 is the first model year, 2010 is the second model year, and so forth.
- (c) An intrastate regulated carrier operating vehicles that are over 12 model years old as of August 1, 2012, shall have until July 31, 2014, to comply with paragraph (a) for those specific vehicles.
- (d) A vehicle that would otherwise be subject to this rule that is equipped with ramps, lifts, or other special devices to facilitate the loading, unloading, or transportation of individuals with disabilities is exempt from the requirements of this rule if all such devices are in good working order.

6214. Condition of Motor Vehicles.

Vehicles operated by intrastate regulated carriers shall be in good physical condition. The Commission's enforcement officials shall use the following general guidelines in determining if a vehicle is in good physical condition:

- (a) The body of the vehicle has a good, unfaded paint job; is devoid of dents, rust, broken trim, and cracked windows; and
- (b) Except for problems caused by current weather conditions, the interior of the vehicle is clean, and has no major tears, cracks, or stains upon the upholstery, headliner, and carpeting.

6215. Forms of Payment.

A common carrier may accept any form of payment, but must accept MasterCard and Visa credit cards.

6216. Regulated Intrastate Carrier Violations, Civil Enforcement, and Civil Penalties.

- (a) A person who violates any of the following provisions may be assessed a civil penalty of up to \$1,100.00 for each violation of:

- (I) § 40-10.1-201(1), C.R.S., or § 40-10.1-202(1), C.R.S.;
 - (II) § 40-10.1-205, C.R.S.; rule 6202; or paragraph 6205(e); or
 - (III) § 40-10.1-206, C.R.S.; subparagraph 6207(b)(I); or paragraph 6208(a).
- (b) A violation of subparagraph 6207(b)(II), paragraph 6209(a), paragraph 6210(a), or rule 6212 regarding filing an annual report may result in the assessment of a civil penalty of up to \$550.00 for each violation.
- (c) A violation of subparagraph 6207(b)(III) may result in the assessment of a civil penalty as follows for each violation:
- (I) up to \$275.00 for an overcharge of \$25.00 or less;
 - (II) up to \$550.00 for an overcharge greater than \$25.00 but less than or equal to \$50.00; and
 - (III) up to \$1,100.00 for an overcharge greater than \$50.00.
- (d) Except as provided for in paragraphs (a), (b), and (c) of this rule, a person who violates any provision of Part 2 of Article 10.1 of Title 40, C.R.S., or any provision of these regulated intrastate carrier rules may be assessed a civil penalty of up to \$275.00 for each violation.
- (e) Civil penalty assessments are in addition to any other penalties provided by law.

6217. – 6249. [Reserved].

Taxicab Carrier Rules

6250. Applicability of Taxicab Carrier Rules.

Rules 6250 through 6258 apply to all common carriers providing taxicab service. Nothing in these taxicab carrier rules shall alter, amend, modify, suspend, or otherwise affect specific provisions, limitations, or requirements in any authority issued to any common carrier prior to the adoption of these rules.

6251. Definitions.

In addition to the definitions in rule 6001, and the definitions applicable to common and contract carriers in rule 6201, the following definitions apply to all common carriers providing taxicab service:

- (a) "Access fee" means the fee assessed by an airport for the use of its facilities for one trip levied upon motor carriers transporting passengers to, from, or at an airport.
- (b) "Base area" means a geographic area in which a taxicab carrier is authorized to provide point-to-point service.
- (c) "Close proximity", as referenced in § 40-10.1-203, C.R.S., means within a one-mile radius and 20 minutes from the drop-off location and time.
- (d) "DIA" means Denver International Airport.
- (e) "Live meter" means any taxicab meter that, without intervention from the driver, automatically calculates changes in rates for taxicab service due to waiting time, traffic delay, or changes in the taxicab's speed.

- (f) "Multiple loading" means the sharing of a taxicab ride, or portion thereof, by unrelated traveling parties.
- (g) "Taxicab carrier" means a common carrier with authority to provide taxicab service.
- (h) "Time call" means a customer's communication with a common carrier requesting a specific date and time for service (otherwise known as an appointment), or the common carrier's service provided in response to the customer's communication, as the context requires.

6252. Notices.

Each taxicab carrier shall post the following notices, as applicable, on the inside of the left window immediately behind the driver's window or on the back of the front seat of each taxicab it operates. Except as provided in subparagraph (f), the font size of such notice shall be at least 14-point characters and the font size of the cab number shall be at least 24-point characters. The taxicab carrier shall complete all blanks in the notices.

- (a) The following notice shall be placed in all taxicabs:

NOTICE

Cab No. _____

The driver of this taxicab shall not load other passengers without the permission of the first passenger.

Additional charges may apply for additional passengers, passenger drop offs, baggage and packages, waiting time, pets, and toll charges or access fees.

Report any problems to the Public Utilities Commission at (303) 894-2070.

- (b) If the taxicab carrier uses meters only, the notice shall state:

Fares are calculated by use of a meter. The meter fares are _____ for the first _____ mile plus _____ for each additional _____ mile.

- (c) If the taxicab carrier uses a live meter, the notice shall state:

The meter will automatically change to a time charge of _____ per minute when the taxicab's speed is less than _____ miles per hour.

- (d) If the taxicab carrier uses odometers only, the notice shall state:

Fares are calculated by use of the odometer. The fares are _____ for the first _____ mile, plus _____ for each additional _____ mile.

- (e) If the taxicab carrier uses both meters and odometers, such notice shall contain the information specified by paragraphs (b), (c), and (d), as applicable.

- (f) If the taxicab carrier serves DIA subject to the rate provided for in rule 6257 the notice shall contain a zone map showing the zones and, except for airport access fees and drop charges, the applicable rate in each zone. The font size may be no less than 12-point characters.

6253. Service: Multiple Loading; Routing; Quality.

- (a) Multiple loading.
 - (I) No taxicab carrier or taxicab driver shall engage in multiple loading from a common point of origin or from separate locations if the taxicab driver receives the second request for service via the taxicab company's dispatch system, unless the first passenger occupying the taxicab agrees to multiple loading.
 - (II) If the first passenger agrees to the multiple load, the taxicab driver shall advise the first passenger that the meter charge from his/her origin to destination will be reduced by the percentage named in the taxicab carrier's tariff. The taxicab driver shall also advise the second passenger that the meter charge from his/her origin to destination will be reduced by the percentage named in the taxicab carrier's tariff.
- (b) A taxicab carrier shall ensure that passenger transportation shall be by the shortest possible route between the origin and destination; provided, however, that a passenger may agree to an alternate route or designate the route he or she wishes to travel, if the taxicab carrier has first advised the passenger regarding the extent of deviation from the shortest possible route.
- (c) When a customer calls a taxicab carrier for service, the taxicab carrier shall request a phone number or email address from the passenger and give an estimated time of pickup. Unless its effective tariff specifies a different time, the taxicab carrier shall arrive at the pickup location within 30 minutes from the time the customer first requested service or within five minutes of a time call, whichever is applicable. The time restriction is limited to pickup locations within a 25-mile radius of the taxicab carrier's dispatch center. A taxicab carrier need not provide time call service if doing so would conflict with the 30-minute margin (or such other margin specified in the taxicab carrier's effective tariff) allowed a taxicab carrier under this paragraph. A delay under this rule shall be excused if:
 - (I) the customer has left the passenger's telephone number or email address with the taxicab carrier;
 - (II) the taxicab carrier notifies the passenger regarding the delay; and
 - (III) such delay is caused by inclement weather, traffic congestion, or other circumstances beyond the control of the taxicab carrier.

6254. Additional Service Requirements for Taxicab Carriers Operating Within or Between Counties with a Population Density of 40 or More People per Square Mile.

Taxicab carriers operating within or between counties with a population density of 40 or more people per square mile based on the most recent federal census shall be subject to the additional requirements of this rule. To the extent of conflict between rule 6254 and the regulated intrastate carrier rules, the requirements of rule 6254 shall prevail

- (a) Hours of operation. Taxicab carriers shall be available to provide service 24 hours per day, every day of the year.
- (b) Age of motor vehicles. The maximum age of motor vehicles shall be ten model years.
- (c) A taxicab otherwise subject to this rule that is equipped with ramps, lifts, or other special devices to facilitate the loading, unloading, or transportation of individuals with disabilities is exempt from the requirements of paragraph 6213(a) and paragraph (b) of this rule if all such devices are in good working order.

6255. Additional Service Requirements for Taxicab Carriers Operating Within and Between the Counties of Arapahoe, Adams, Boulder, Broomfield, Denver, Douglas, El Paso, and Jefferson.

Taxicab carriers operating within or between the counties of Arapahoe, Adams, Boulder, Broomfield, Denver, Douglas, El Paso, and Jefferson shall be subject to the additional requirements of this rule. To the extent of conflict between rule 6255 and other taxicab carrier rules, the requirements of rule 6255 shall prevail.

- (a) Communications and dispatch.
 - (I) Taxicab carriers shall obtain and advertise a central telephone number by which the public may call and request service.
 - (II) Taxicab carriers shall employ a communications system capable of contacting each of its taxicabs in service. The communications system shall have the ability to "broadcast" to all motor vehicles in the fleet at the same time.
 - (III) Beginning January 1, 2014, taxicab carriers shall employ a GPS-based, digital dispatch system that tracks and records driver hours or service, and records and reports trip information including origination point and customer wait times.
 - (IV) Beginning January 1, 2014, taxicab carriers shall employ a GPS-based, digital dispatch system that records and reports driver location and on-duty time. Said system must log a driver on-duty when the driver's assigned vehicle is within two miles of Denver International Airport or Colorado Springs Municipal Airport, and 500 feet of any known taxi stand.
 - (V) Beginning January 1, 2014, taxicab carriers shall employ a GPS-based digital dispatch system that locks out any driver who has exceeded on-duty hours of service maximums.
 - (VI) Beginning January 1, 2014, taxicab carriers shall lockout, for a minimum of eight hours, a driver who has exceeded on-duty hours of service maximums. Drivers who are locked-out, shall not be allowed access to the carriers dispatch system, credit card processing system, and metering system.
 - (VII) Beginning January 1, 2014, taxicab carriers shall log a driver as being on-duty when the vehicle assigned to said driver, enters an area no less than two miles of Denver International Airport or Colorado Springs Municipal Airport, or 500 feet of known taxi stands.
- (b) Age of motor vehicles. The maximum age of motor vehicles shall be eight model years. A taxicab carrier operating vehicles that are over eight model years old as of August 1, 2012, shall have until July 31, 2014, to comply with this paragraph for those specific vehicles.
- (c) A taxicab otherwise subject to this rule that is equipped with ramps, lifts, or other special devices to facilitate the loading, unloading, or transportation of individuals with disabilities is exempt from the requirements of paragraph 6213(a) and paragraph(b) of this rule if all such devices are in good working order.

6256. Record Keeping.

- (a) A taxicab carrier shall maintain in its files, for a minimum of one year from the date a customer requested service, the following data for each trip:

- (I) the taxicab number;
 - (II) the driver's name;
 - (III) the date and time of the customer's request for service;
 - (IV) the address, date, and time of the customer's pickup; and
 - (V) the address of the customer's destination.
- (b) If multiple loading is applicable for a given trip, then the data shall reflect the requirements of this rule for each party involved in the multiple loading trip.

6257. Total Charges for Transportation to and from Denver International Airport.

Taxicab carriers authorized to provide service to or from any portion of the zones listed in this rule shall be subject to all the provisions of this rule.

- (a) The total charge established pursuant to this rule shall be the only authorized taxicab rates for service between points in the zones described by this rule, on the one hand, and DIA, on the other hand. These charges shall be the rates in effect for every taxicab carrier subject to this rule.
- (b) Taxicab drivers shall inform passengers of the total charge prior to commencing the trip.
- (c) Rates for taxicab service between a defined zone and DIA.
 - (I) Taxicab carriers shall charge the rates permitted by this rule for service between DIA and the zones defined below. Taxicab carriers providing service between DIA and the zones listed in this rule shall not charge live meter rates, (including any charge for mileage, waiting time, and traffic delay). Only as specifically authorized below, taxicab carriers providing service between DIA and the zones listed in this rule may charge airport access fees or for additional passengers in one traveling party.
 - (II) The total charge between DIA and any point within a defined zone shall be the zone rate, plus any applicable airport access fee, plus any applicable per drop fee.
 - (III) Zone A: The zone rate for transportation between DIA and any point in Zone A shall be \$51.00.
 - (IV) Zone B: The zone rate for transportation between DIA and any point in Zone B shall be \$57.00.
 - (V) Zone C: The zone rate for transportation between DIA and any point in Zone C shall be \$84.00.
 - (VI) Access fees as established by DIA for the use of its facilities for one trip levied upon the taxicab.
 - (VII) A drop fee of \$5.00 may be charged for each additional drop within a zone required by members of one traveling party.

- (d) The zones established in this rule include the following:
- (I) Zone A (Downtown Denver): Beginning at the intersection of Clarkson Street and Park Avenue West, then northwest on Park Avenue West to Interstate 25, then south on Interstate 25 to 13th Avenue, then east on 13th Avenue to Speer Boulevard, then southeast on Speer Boulevard to 11th Avenue, then east on 11th Avenue to Clarkson Street, then north on Clarkson Street to the point of beginning.
 - (II) Zone B (Denver Technological Center): Beginning at the intersection of Dayton Street and Arapahoe Road, then north on Dayton Street to Belleview Avenue, then west on Belleview Avenue to Yosemite Street, then north on Yosemite Street to Quincy Avenue, then west on Quincy Avenue to Monaco Street, then south on Monaco Street to Belleview Avenue, then east on Belleview Avenue to Quebec Street, then south on Quebec Street to Arapahoe Road, then east on Arapahoe Road to the point of beginning.
 - (III) Zone C (Boulder): The area within the city limits of the City of Boulder, Colorado, as such city limits exist on the day these Transportation by Motor Vehicle Rules become effective.
- (e) Additional requirements with multiple loading.

The taxicab driver shall inform the parties of the total charge prior to departing from the point of origin of the second traveling party and advise the parties they must determine how much of the total charge each party is obligated to pay. The total charge may be approximated for taxicab service provided under subparagraphs (I), (II), or (III) of this paragraph.

- (I) If the first party is dropped at a point within a defined zone and additional parties are at different points in the same zone, the total charge shall be the appropriate zone rate, plus any applicable airport access fee, plus a \$5.00 charge for each additional drop within the zone.
- (II) If the first party is dropped at a point within a defined zone and the second party is dropped at a point outside of any defined zone the charge for the first party shall be the appropriate zone rate plus the agreed portion of applicable airport access fees. The charge for the second party shall be the meter fare from the first drop point to the second drop point, plus the agreed portion of applicable airport access fees.
- (III) If the first party is dropped at a point outside of the defined zones, the rates established in this rule shall not apply.

6258. Taxicab Violations, Civil Enforcement, and Civil Penalties.

- (a) A person who violates subparagraph (c)(I) of rule 6257 may be assessed a civil penalty as follows for each violation:
- (I) Up to \$275.00 for an overcharge of \$25.00 or less.
 - (II) Up to \$550.00 for an overcharge greater than \$25.00 but less than or equal to \$50.00.
 - (III) Up to \$1,100.00 for an overcharge greater than \$50.00.
- (b) A violation of paragraph (b) of rule 6253 may result in the assessment of a civil penalty of up to \$550.00 for each violation.

- (c) Except as provided in paragraphs (a) and (b) of this rule, a person who violates any provision of these Taxicab Carrier Rules or § 42-3-236, C.R.S. may be assessed a civil penalty of up to \$275.00 for each violation.
- (d) Civil penalty assessments are in addition to any other penalties provided by law.

6259. - 6299. [Reserved].

LIMITED REGULATION CARRIER RULES

6300. Applicability of Limited Regulation Carrier Rules.

Rules 6300 through 6399 apply to all limited regulation carriers and to all Commission proceedings and operations concerning limited regulation carriers, permit holders, employees, and drivers.

6301. Definitions.

In addition to the definitions in rule 6001, the following definitions apply to all carriers subject to these limited regulation carrier rules:

- (a) "Charter basis" means on the basis of a contract for transportation whereby a person agrees to provide exclusive use of a motor vehicle to a single chartering party for a specific period of time during which the chartering party has the exclusive right to direct the operation of the vehicle, including, selection of the origin, destination, route, and intermediate stops.
- (b) "Charter order" means a paper or electronic document that memorializes the contract for luxury limousine or off-road scenic charter service for a specific period of time reasonably calculated to fulfill the purpose of the contract. A charter order shall state the charge, the charge method, or a reasonable estimate of the charge. A charter order also shall contain the name and telephone number of the person contracting on behalf of the passengers; the name and telephone number of at least one passenger; the name, telephone number, and PUC number of the carrier and, if different from the carrier, of the driver; pickup time; and pickup address. A copy of the charter order shall be maintained for at least one year following the provision of service.
- (c) "Chartering party" means a person or group of persons who share a personal or professional relationship whereby all such persons are members of the same affiliated group, including, a family, business, religious group, social organization or professional organization. "Chartering party" does not include groups of unrelated persons brought together by a carrier, transportation broker, or other third party.
- (d) "Luxury limousine carrier" means every person that provides luxury limousine service.
- (e) "Luxury limousine service" means a specialized, luxurious transportation service provided on a prearranged charter basis as defined in paragraph 6301(a), memorialized in a contract. "Luxury limousine service" may not include taxicab service or any service provided between fixed points over regular routes at regular intervals.
- (f) "Prearranged" means that the charter order for luxury limousine service is entered into electronically or telephonically prior to provision of the service, or entered into in writing prior to the arrival of the luxury limousine at the point of departure.

6302. – 6303. [Reserved].

6304. Exterior Vehicle Markings, Signs, or Graphics.

- (a) Except as otherwise provided in this rule, no person shall have any exterior signs or graphics on a luxury limousine.
- (b) The carrier's permit number preceded by "LL" or "PUC LL" or "CO PUC LL" shall be of a size and color readily visible from 50 feet, but in any case not less than one and a half inches tall and not more than three inches tall. The markings may be displayed on either the front and rear of the motor vehicle or on both sides.
- (c) Signs or graphics located inside the luxury limousine that are readily legible from the outside shall be deemed to be exterior signs and graphics.
- (d) Nothing in this rule shall prohibit the following:
 - (I) markings, signs, or graphics otherwise required by law, including those required by any rule of the Commission, the Colorado Department of Public Safety, the FMCSA, or an airport authority;
 - (II) markings, signs, or graphics attached by any law enforcement agency; or
 - (III) signs or graphics attached by the motor vehicle manufacturer or dealership for the purpose of identifying the manufacturer, dealership, or the motor vehicle's make or model.

6305. Luxury Limousine Features.

- (a) In addition to compliance with the safety rules, each luxury limousine carrier shall otherwise ensure that its motor vehicles are in good physical condition. The Commission shall use the following guidelines in determining if a vehicle is in good physical condition:
 - (I) The body of the luxury limousine has a good, unfaded paint job; is devoid of dents, rust, broken trim, and cracked windows; and
 - (II) Except for problems caused by current weather conditions, the interior of the luxury limousine is clean, free of offensive odors, and has no major tears, cracks, or stains upon the upholstery, headliner, and carpeting.
- (b) **Age of Motor Vehicles.** Except for luxury limousines covered under subparagraph 6308(a)(IV), luxury limousine carriers shall not use vehicles older than ten model years as of July 1 of each year. For purposes of this rule, the counting of model years shall begin with the present calendar year. By way of example, between July 1, 2011, and June 30, 2012, counting backwards, 2011 is the first model year, 2010 is the second model year, and so forth.

6306. - 6307. [Reserved].

6308. Luxury Limousine.

- (a) A luxury limousine is:
 - (I) Stretched limousine, which is a motor vehicle whose wheelbase has been lengthened beyond the original manufacturer's specifications.

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90. TAXICAB RULES AND REGULATIONS

90.01 INTRODUCTION

90.01-1 Basis and Purpose

The rules and regulations in this Part 90 are adopted by the Chief Executive Officer of Denver International Airport (“CEO”) pursuant to his or her authority under Article II, Part 11, of the Charter of the City and County of Denver, Chapter 5 of the Denver Revised Municipal Code, and Title 41, art. 4, Colorado Revised Statutes, to provide for the orderly, lawful, efficient and safe delivery of high quality taxicab services to the traveling public at Denver International Airport, and for collection of revenues from taxicab operators doing business at Denver International Airport.

90.01-2 Application

The rules and regulations in this Part 90 apply to the operations at the Airport of all Taxicab Companies as defined in Rule 90.02 who have obtained Permits to operate at the Airport; to all matters related to such Taxicab Companies’ permits to operate at the Airport, including eligibility, application, denial, suspension and revocation; and to all matters related to the Airport driving privileges of the drivers of such Taxicab Companies. All business activities of Taxicab Companies and their drivers at the Airport, including dropping off passengers and picking up Personal Passengers, shall be governed by this Part 90; it is not the intention of these Rules that a Taxicab Company or any of its drivers will be subject to Part 90 rules on one occasion and part 100 rules on another. Commuter Taxicab Operators, as defined in Rule 100.02, are governed by Part 100 of these Rules and Regulations.

90.01-3 Incorporation by reference

In addition to the Rules and Regulations set forth in this Part 90 and to other applicable Airport Rules and Regulations, the CEO hereby adopts and incorporates the Denver Revised Municipal Code, Chapter 55, Article II, “Vehicles For Hire,” as Rules and Regulations pertaining to taxicabs at the Airport. In the event there exists any conflict between any provision contained in Chapter 55, Article II, Denver Revised Municipal Code, “Vehicles for Hire,” and any provision of these Rules and Regulations, such that the two cannot be reconciled, the latter shall control.

90.02 DEFINITIONS

The following definitions apply throughout this Part 90 and control irrespective of conflict with the general definitions contained in Part 10 of the Airport Rules and Regulations.

90.02-1 Airport

Denver International Airport, which is a part of the Denver Municipal Airport System.

90.02-2 Airport Driving Privileges

The permission given by the City for a Taxicab Driver to drive a taxicab on the Airport.

90.02-3 Director of Parking and Transportation

The City's Director of Parking and Transportation ("Director") manages the Airport Ground Transportation Office of the Aviation Department's Commercial Division.

90.02-4 Automated Vehicle Identification Tag

A device issued by the Airport to Taxicab Companies for each motor vehicle in their fleets, which allows the Airport to record the number of trips of each motor vehicle through the fourth, fifth, or sixth level commercial roadways on the east and west sides of the Terminal and other movement within the Airport's revenue control system. Also referred to as "AVI Tag."

90.02-5 Cab Starters

Employees of a company under contract with the City and County of Denver to provide curbside management services at the Airport, including directing the flow of taxicab traffic upon Airport drives and roadways, supervising loading of passengers into taxicabs and limousines, dispatching taxicabs at the Commercial Vehicle Holding Lot, and additional duties as directed by the City.

90.02-6 Colorado Public Utilities Commission

A regulatory agency of the state of Colorado which issues authorities and registrations regulating commercial transportation carriers within the state and performs inspections for safety and continuing fitness to operate pursuant to state rules and regulations.

90.02-7 Company Representative

Anyone employed by or acting on behalf of a Taxicab Company and representing its interests, whether or not an independent contractor, and including but not limited to Taxicab Drivers.

90.02-8 Cruising

Operation of a taxicab upon Airport roadways for the purposes of picking up or attempting to pick up passengers in any location other than loading areas specifically authorized for such use under these regulations.

90.02-9 Director of Excise and Licenses

A City officer appointed by the Mayor who is empowered to determine fitness and qualifications for issuing licenses, to investigate license holders and to deny, suspend and revoke licenses.

90.02-10 Door Loading

Loading passengers, property, baggage or parcels at the doors of the main terminal building of the Airport in any area outside of the taxicab chutes or lanes.

90.02-11 Exhibits

The documents attached to this Part 90 and incorporated herein by this reference as part of these rules and regulations, which are intended to illustrate the layout of the Airport' commercial ground transportation areas and facilities. In the event of a conflict between any provision of rules 90.01 through 90.20 and any information in an Exhibit, such that effect cannot be given to both, the provisions of rules 90.01 through 90.20 shall control over the Exhibit. The Exhibits consist of the following separately marked documents:

- Exhibit 1: Taxi Route to and from Terminal
- Exhibit 2c: Terminal Parking Facilities
- Exhibit 3: Terminal Level 5 Curbside Drop-off and Pick-up Areas
- Exhibit 3a: Terminal Level 5 Curbside Drop-off and Pick-up Areas (East side)
- Exhibit 3b: Terminal Level 5 Curbside Drop-off and Pick-up Areas (West side)
- Exhibit 4: Commercial Vehicle Holding Lot and Facility Area

90.02-12 Ground Transportation Employees

The Director of Parking and Transportation and the other employees of the City and County of Denver assigned to the Airport's Ground Transportation section, who may be identified by airport identification badges worn by or presented by such persons.

90.02-14 Holding Lot

The commercial holding lot located as depicted on the Exhibits, located on Shady Grove Street approximately two miles from the Terminal Building and from which all taxicab dispatching occurs.

90.02-14.1 Hybrid Taxicab Vehicle

A motor passenger vehicle with a maximum seating capacity of seven passengers plus the Taxicab Driver, operating for hire on a call and demand basis, as defined by Colorado statute or PUC regulation that is propelled with a hybrid propulsion system that uses an alternative fuel by operating on electricity (battery) and a traditional fuel.

90.02-15 Loading

The boarding of passengers, parcels, baggage or freight.

90.02-16 Manager or CEO

The Chief Executive Officer of the City and County of Denver Department of Aviation..

90.02-17 Multiple Loading

The taking on by a taxicab of individuals or parties not traveling together who agree to share a taxicab for travel from a point of common origin to destinations in the same geographic area or along the same route.

90.02-18 Operations Employees

Employees of the City and County of Denver assigned to the Airport's Operations division who may be identified by Airport identification badges worn by or presented by such persons.

90.02-19 Parking

The standing of a vehicle whether occupied or not, including abandoned vehicles.

90.02-20 Permit

A written authorization issued by the CEO or her authorized representative which grants a Taxicab Company the non-exclusive privilege of operating Taxicabs and of conducting certain business activities upon Airport premises.

90.02-21 Personal Passenger

A person at the Airport who has requested to be driven by a specific Taxi Driver, by name.

90.02-22 Principal

An officer, director, shareholder, or manager of a Taxicab Company which is a corporation. A general partner or manager of a Taxicab Company which is a general or limited partnership. A manager or member of a Taxicab Company which is a limited liability company. An owner, proprietor, or manager of a Taxicab Company which is a sole proprietorship or any other form of business entity not specified herein.

90.02-23 Ready Area

The portion of the Holding Lot in which taxicabs are lined up for dispatch to the Taxicab Lane, which area is depicted on the Exhibits.

90.02-24 Revocation

The discontinuance of a Taxicab Company's Permit or of a Taxicab Driver's privilege to operate taxicabs upon Airport roadways.

90.02-25 Service Animal

Any emotional support animal, guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

90.02-26 Solicitation

Any attempt or act, direct or indirect, verbal, non-verbal or written, of whatever nature to obtain passengers or baggage by or for a Taxicab Company or Taxicab Driver. By way of example and not of limitation, "solicitation" includes inviting business or customers or attracting attention of the public (a) by means of word of mouth, signals, nods, flashing of lights, or other signs from any taxicab while the taxicab is parked at curbside or elsewhere on the Airport, or while going up to the curb for that purpose, or (b) by means of word of mouth, signals, nods or other signs by the Taxicab Driver, or a representative, who is located outside the taxicab, whether at curbside or elsewhere on the Airport.

90.02-27 Student or Trainee Driver

Person or persons authorized by the taxicab company operator to accompany the Taxicab Driver for the sole purpose of observing and learning taxicab operations and functions.

90.02-28 Suspension

The temporary discontinuance of a Taxicab Company's Permit or of a Taxicab Driver's privilege to operate taxicabs upon Airport roadways.

90.02-29 Tariff

A publication on file with the Colorado Public Utilities Commission listing lawful rates and conditions under which passengers will be transported by Taxicab Companies.

90.02-30 Taxicab

A passenger vehicle with a maximum seating capacity of seven passengers plus the Taxicab Driver, operating for hire on a call and demand basis, as defined by Colorado statute or PUC regulation.

90.02-31 Taxicab Driver

Any person who operates, drives, or is in physical control of a taxicab.

90.02-32 Taxicab Lane

The drive lane adjacent to the first loading island outside the fifth level on both sides of the Terminal Building which is located as depicted on the Exhibits.

90.02-33 Taxicab Company

A taxicab company conducting business by virtue of a certificate of public convenience and necessity issued by the Colorado Public Utilities Commission which authorizes it to provide taxi service in the Denver metropolitan area.

90.03 COMPLIANCE WITH LAWS AND DIRECTIVES

90.03-1 Compliance with Laws

Taxicab Companies conducting business activities upon Airport premises shall comply with all laws of the United States and the State of Colorado and the Charter, Ordinances, and rules and regulations of the City and County of Denver while upon the Airport, and shall comply with all applicable laws of the United States and the State of Colorado, and the Charter, Ordinances and rules and regulations of the City and County of Denver in their transportation business operations.

90.03-2 Compliance with Directives

A Taxicab Company upon Airport property shall not fail to obey any lawful directive of any police officer, Ground Transportation Employee, Operations Employee or Cab Starter. Authority is hereby vested in Ground Transportation Employees, Operations Employees and Cab Starters to enforce and administer these Part 90 regulations by taking all actions necessary or appropriate to carry out the functions assigned to them in these regulations, including, for example, controlling vehicular traffic and directing motor vehicle movements within commercial loading areas of the Airport, and directing the loading and unloading of passengers.

90.03-3 Airport Security

The security status of the Airport is subject to change without notice from time to time. As a result of a change in security status or in response to an emergency, changes may be made without advance notice in the operations of the Airport affecting ground transportation, including but not limited to designated Loading and Unloading areas and the amount of time allowed for vehicles to stand or dwell at curbside, notwithstanding the specific content of these Part 90 regulations or any attachments hereto. Directives issued to Taxicab Companies, Taxicab Drivers and other Company Representatives by any police officer, Ground Transportation Employee, Operations Employee, or Cab Starter pursuant to any such changed security status or emergency shall be obeyed.

90.03-4 Applicability to Drivers and Other Representatives

The Taxicab Company is responsible for the conduct of its Taxicab Drivers and other Company Representatives while on the Airport. The provisions of this Rule 90.03 apply to the conduct of the Taxicab Drivers and Company Representatives.

90.03-5 Responsibility for Conduct

Each Taxicab Driver and other Company Representative is responsible for his or her own conduct while on the Airport, and for compliance with all applicable laws and regulations. In addition, each Taxicab Company is responsible for the conduct of its Taxicab Drivers and other Company Representatives while on the Airport or engaged in transportation operations on behalf of the Taxicab Company which originate or end at the Airport. When notified by the Director of any alleged violation of these rules or other applicable laws or regulations by one of its drivers or other representatives, the Taxicab Company shall respond to the Director within seven days. The Taxicab Company may request a meeting with the Director in order to discuss the matter, and shall attend such a meeting if one is called by the Director. The Taxicab Company shall take reasonable action

with respect to violations of rules or laws by its Taxicab Drivers or other Company Representatives, to prevent a recurrence of such misconduct. Such actions may include removing the individual from the Airport for a period of time or permanently. The suspension or revocation of a Taxicab Driver's Airport driving privileges does not require that the Director take action against the Permit of the Taxicab Company for which he drives. However, a Taxicab Company's failure to take reasonable action in response to either a repeated pattern of driver misconduct or to a serious incident thereof, shall be grounds for suspension or revocation of such Permit pursuant to Section 90.19.

90.04 LICENSING; ACCESS TO COMMERCIAL AREAS

90.04-1 Licensing and Operation

All Taxicab Companies doing business at the Airport shall hold the certificates, authorities and licenses required by, and shall operate in accordance with all of the requirements of, Article 3, Title 42 of the Colorado Revised Statutes and Sections 55-16 through 55-53 of the Denver Revised Municipal Code. All Taxicab Drivers doing business at the Airport shall be licensed and identified as required by, and shall operate in accordance with, all of the requirements of, the foregoing laws.

90.04-2 Access to Commercial Loading and Unloading Areas

Under Chapter 5, Denver Revised Municipal Code, and the rules and regulations governing the Denver Municipal Airport System, in order for a taxicab to access the Airport's Commercial Loading and Unloading Areas:

A Taxicab Company must hold a valid Permit issued under this Part 90;

Its taxicab must have a valid, active AVI Tag properly mounted on its vehicle;

The Taxicab Driver may be required the issuance of a valid Airport Security Badge and, if issued, must display a valid Airport Security Badge or other required license or identification.

These requirements are more specifically addressed in this Part 90.

90.04-3 Rotation System for Access to Holding Lot and Loading Areas

In order to reduce congestion and waiting times in the Holding Lot, the City may from time to time institute or amend a rotation system for access to the Airport's Holding Lot and Commercial Loading Areas by Taxicab Drivers. Such rotation system will be implemented by a written notice issued by the CEO and distributed to Taxicab Companies, who shall be responsible for notifying all of their Company Representatives, including drivers, of such system, and ensuring compliance with such rotation system by all their Company Representatives.

90.05 PERMIT REQUIREMENT

90.05-1 Permit Required

Each Taxicab Company seeking to conduct business activities and to operate Taxicabs upon Airport premises shall obtain a Permit authorizing those activities. It shall be prohibited for any Taxicab operated by or under agreement with any Taxicab Company to enter the Airport for the purpose of loading or unloading passengers or property unless such Taxicab Company has obtained and possesses a currently valid Permit.

90.05-2 Authorized Services

Permits shall authorize Taxicab Companies to conduct business upon Airport premises by operating Taxicabs upon Airport roadways and by picking up and discharging passengers and property at the Terminal Building in areas hereinafter authorized. Taxicab Companies will perform upon Airport premises only those services authorized by their permit.

90.06 PROCEDURES FOR OBTAINING PERMITS

90.06-1 Application; required submittals

The Director may (but shall not be required to) issue a Permit to any Taxicab Company which is not subject to denial of permit under this Rule 90.06, if the Applicant agrees to the terms and conditions of such Permit and submits to the Director the following items:

90.06-1(1) Insurance

The Taxicab Company shall submit certificates of insurance in a form acceptable to the Director with coverages and in amounts required by the terms of the Permit.

90.06-1(2) Automated Vehicle Identification Tag Application

The Taxicab Company shall submit fully executed AVI Tag Applications in a form established by the CEO, together with a deposit fee payable (if required by the airport) by credit card for each tag requested, which deposit will be forfeited in the event any AVI Tag is misused, damaged, lost or otherwise not returned to the Airport by the Company.

90.06-1(3) Copy of Operating Authority

The Taxicab Company shall submit current copies of its certificate(s) of operating authority issued by the Colorado Public Utilities Commission.

90.06-2 Grounds for Denial of Permit

The Director may deny a Permit to an applicant Taxicab Company for any one or more of the following reasons:

90.06-2(1) Previous Revocation

The Taxicab Company previously held a Permit that was revoked for a deliberate and willful violation of these rules and regulations or the requirements of such Permit.

90.06-2(2) Previous Revocation - Principal

A Principal of the applicant Taxicab Company was at the time of such violation, a Principal of a Taxicab Company which held a Permit that was revoked within the past five (5) years for a deliberate and willful violation of these rules and regulations or the requirements of such Permit.

90.06-2(3) Violation of Law

The Taxicab Company has violated the laws of the United States or the State of Colorado in connection with its commercial ground transportation operations, and such violations have been proven within the past five (5) years in a court of law or in a proceeding before a federal, state, or local agency.

90.06-2(4) Previous Violation - Principal

A Principal of the applicant Taxicab Company was at the time of such violation(s), a Principal of a Taxicab Company which violated the laws of the United States or the State of Colorado in connection with its commercial ground transportation operations, and such violation(s) have been proven within the past five (5) years in a court of law or in a proceeding before a federal, state, or local agency.

90.06-2(5) Default or Delinquency in Obligation to City

The applicant Taxicab Company is at the time of the application in arrears to the City and County of Denver upon debt or contract, including but not limited to an Airport permit, or is or has been within the past five (5) years a defaulter, as surety or otherwise, upon any obligation to the City.

90.06-2(6) Default or Delinquency in Obligation to City - Principal

A Principal of the applicant Taxicab Company was a Principal of a Taxicab Company, or any other business entity, which is or has been within the past five (5) years, in arrears to the City and County of Denver upon debt or contract, including but not limited to an Airport permit, or is or has been within the past five (5) years, a defaulter, as surety or otherwise, upon any obligation to the City, whether or not such Taxicab Company or other business entity has ceased operations.

90.06-2(7) Likelihood of Suspension or Revocation

The City has reasonable grounds to believe that any new Permit issued to the applicant Taxicab Company is likely to be revoked or suspended.

90.06-2(8) Ineligibility

The applicant Taxicab Company is not eligible for the issuance or reinstatement of a Permit pursuant to any provision of Rule 90.19.

90.06-3 Authority of Director

The Director shall have authority to receive from Taxicab Companies the documents required or requested under this Rule 90.06, to determine the willfulness of prior violations and the likelihood of revocation or suspension of new Permits where a revocation has previously occurred, to determine whether any reasons exist to deny a Permit, to determine whether a Permit will be issued to an applicant Taxicab Company, and to execute and issue Permits to Taxicab Companies. Notices of denial of applications for Permits shall be mailed by certified mail, return receipt requested, to the Applicant at the most recent mailing address provided by the Applicant.

90.06-4 Denial; Hearing

An Applicant who has submitted all of the information and documentation required by this Rule 90.06, and who is denied a Permit by the Director, may have a hearing before the Director or a Hearing Officer designated by the Director to appeal such denial. The right to such hearing shall be exercised by the Applicant delivering to the Director a written request for such hearing, no later than thirty (30) days after the date when the notice of denial was mailed. If such request for hearing is not delivered within such time, the denial is final, and the Applicant shall not be eligible to submit another Permit application within six (6) months after the date the denial notice was mailed. The hearing provided for under this Rule 90.06 shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver and hearing rules adopted by the CEO. If violations of law, rule or regulation have been proven in a civil or criminal case in a court of law or in a proceeding before a federal, state or local agency, such violations shall be established at hearing by proof of the prior case or proceeding, regardless of whether an appeal is pending. The Director's determination resulting from the administrative hearing provided under this Rule 90.06 shall be final, subject only to the right of the Applicant whose Permit was denied to seek judicial review of the Director's determination under Colorado Rule of Civil Procedure, Rule 106(a)(4).

90.07 AUTOMATED VEHICLE IDENTIFICATION TAG REQUIREMENTS

90.07-1 Requirement

Before operating Taxicabs upon Airport premises, Taxicab Companies shall secure an AVI Tag for each of their Taxicabs which will be operated upon the Airport. Taxicabs operated by or under agreement with Taxicab Companies shall not enter the commercial roadways on the east and west sides of the fourth, fifth or sixth level of the Terminal without using the AVI Tag assigned to the particular vehicle.

90.07-2 No Transfer

AVI Tags shall not be transferred between or among Taxicabs within the fleet of a Taxicab Company. The use by a Taxicab Company of an AVI Tag issued to a different Taxicab Company is strictly prohibited. AVI Tags shall remain affixed to the vehicles to which they are assigned at all times.

90.07-3 Property of City; Return of AVI Tag

AVI Tags issued by the airport to Taxicab Companies remain the property of the City. AVI Tags will be deactivated and may be returned at the request of the City in the event of misuse. AVI Tags which are deactivated because of misuse may be removed from the vehicle and retained by Ground Transportation or Operations Employees. In the event of misuse, the AVI Tag and tag deposit may be forfeited.

90.08 AIRPORT SECURITY REQUIREMENTS

90.08-1 General

Each Taxicab Company at DIA shall conduct all its activities at the Airport in compliance with the Airport security system, which is administered by the Airport Security Office of the Airport Operations Division. A copy of the Contractors' section of the Airport Security rules and regulations is available for review at the Airport Security Satellite Office, One Plaza Circle. Each Taxicab Company is responsible for compliance with all Airport Security regulations, which are separate from this Part 90. Under those regulations and under federal law, as they may be amended from time to time, certain Company Representatives, including Taxicab Drivers, may be required to have Airport Security badges for access to certain areas of the Airport, including the commercial lanes on the Fifth Level of the Terminal Building. The procedures for issuance, suspension, revocation, expiration, seizure, activation and deactivation of Airport Security Badges are governed by applicable security regulations and laws, and not by this Part 90.

90.08-2 Badging of Company Representatives

Each Taxicab Company shall obtain the required security access badges for its Company Representatives, including drivers, whether employees or independent contractors, and shall be responsible for such persons' compliance with all Airport rules and regulations, including those regarding security. Any Company Representative who violates those rules may be subject to revocation of his access authorization, including authorization for access to the Terminal's Fifth Level commercial lanes and to secured areas. Each Taxicab Company is responsible for immediately notifying the Airport Security Office when one of its badged Company Representatives resigns, is terminated or otherwise ceases to function as a Company Representative, and also for returning such person's badge to the Airport Security Office.

90.08-3 Access to Terminal Fifth Level Lanes

Without limiting the foregoing, no commercial vehicle will be allowed to enter the commercial lanes located on the Fifth Level of the Terminal Building unless the vehicle has affixed a valid AVI tag.

90.09 AIRPORT DRIVING PRIVILEGES

90.09-1 Existence of Privilege

A Taxicab Driver who presents documentation satisfactory to the City that he or she is employed by or contracted with a Taxicab Company which holds a Permit to operate at the Airport, and who obtains an Airport Security badge (if required) in connection with such employment or contract,

may enjoy the privilege of driving a Taxicab on the Airport on behalf of the Taxicab Company in accordance with all applicable laws and with all Airport rules and regulations, including this Part 90. No separate document evidencing such privilege is issued by the City.

90.09-2 Conditions of Privilege

A Taxicab Driver shall enjoy the privilege of driving a Taxicab on the Airport on behalf of a Taxicab Company so long as the Company's Permit is in good standing, the driver is employed by or contracted by the Taxicab Company to drive for such company, the driver's Airport Security Badge (if required) is valid and the driver complies with all applicable laws and regulations, including but not limited to this Part 90. A Taxicab Driver's Airport Driving Privileges will automatically cease if: (a) the driver's Colorado Driver's License expires, is suspended or is revoked; (b) the driver's Taxicab Company's Permit expires, is suspended or is revoked; (c) the driver's Airport Security Badge (if required) expires, is suspended or is revoked; or (d) the Taxicab Driver ceases to be employed by or contracted with the Taxicab Company.

90.09-3 Suspension or Revocation

A Taxicab Driver's Airport driving privileges which have not been automatically terminated as provided in Rule 90.09-2 may be suspended or revoked by the Director as provided in Rule 90.19.

90.09-4 Directive to Leave the Airport – Public Safety

90.09-4(1)

A Taxicab Driver may be directed to leave the Airport, and to remain off the Airport for a period of up to 48 hours, by a Denver Police Officer, a Ground Transportation Employee, an Operations Employee, or the Director, when the driver has engaged in threatening, disruptive or violent speech or behavior on the Airport, or the person directing the Driver to leave the Airport has reasonable cause to suspect that the Driver is under the influence of any drug, including alcoholic beverages. The Taxicab Driver shall comply with such directive. The Taxicab Driver shall be eligible to return to the Airport 48 hours after the issuance of such order, unless in the meantime the Director has issued an emergency order under Rule 90.19-3(3) to immediately suspend or revoke the driver's Airport Driving Privileges.

90.09-4(2)

When a Taxicab Driver is directed to leave the Airport under this Rule 90.09-4, the Taxicab Company for whom he drives will be immediately notified of the directive and of the reasons why it was issued. The Taxicab Company shall within 48 hours, and prior to the driver's return to the Airport, contact the Director and explain the reasonable measures taken by the Taxicab Company in response to the incident, in order to prevent a recurrence.

90.09-4(3)

A Taxicab Driver who is directed to leave the Airport pursuant to this Rule 90.09-4, may be subject to suspension or revocation of his Airport Driving Privileges, either on an emergency

or non-emergency basis, on account of the conduct giving rise to the directive to leave the Airport. In addition, nothing in this Part 90 shall be construed to limit or affect the ability of the Director or other duly authorized official to seize, revoke, restrict or suspend the Taxicab Driver's Airport security badge, under the laws and regulations applicable to Airport security.

90.10 TAXICABS

90.10-1 Identification of Vehicles

Each taxicab operating upon Airport roadways shall have exterior identifying markings which comply with state law, including rules of the PUC.

90.10-2 Taxicab Maintenance

All taxicabs driven on the Airport shall be kept clean and maintained in accordance with requirements of the applicable Colorado Public Utilities Commission regulations, and Colorado law. Vehicles which exhibit specific visible or audible indications of mechanical problems shall not be allowed to load passengers at the Airport, and shall leave the airport when directed to do so by a Denver Police Officer, Ground Transportation Employee, or Operations Employee. For purposes of this Rule 90.10-2, "specific visible or audible indications of mechanical problems" include, for example: low tires; emissions of smoke from the tailpipe; emissions of smoke, steam or fluids from the engine compartment; loose wheels; fuel leaks; broken or missing windows; and the vehicle's shaking or shimmying when moving. Minor mechanical or cosmetic matters not affecting the safe operation of the vehicle are not within the scope of this Rule 90.10-2.

90.10-3 Taxicab Appearance

The interior of all taxicabs dispatched from the Holding Lot to pick up passengers at the Terminal shall be clean and free of litter. Vehicles which are determined to be dirty or littered by a Ground Transportation Employee or Operations Employee shall not be allowed to load passengers at the Airport, and shall leave the Airport when directed to do so by a Ground Transportation Employee or Operations Employee.

90.11 CONDUCT AND DUTIES OF TAXICAB DRIVERS

90.11-1 Reserved

90.11-2 Compliance with ordinances governing vehicles for hire

Without limiting any other provisions of this Part 90, Taxicab Drivers shall abide by the requirements of Denver City Code, Chapter 55, Article 11 (Vehicles for Hire).

90.11-3 Alcoholic beverages or other drugs

Taxicab Drivers are prohibited from operating taxicabs upon the Airport while in possession of alcoholic beverages or any illegal drug, or while under the influence of, or with ability impaired by, alcoholic beverages or any drug.

90.11-4 Appropriate dress

While driving a taxicab upon the Airport, each Taxicab Driver shall be appropriately dressed, in clothing which is clean and neat, and which complies with the requirements established by the Director of Excise and Licenses and by the company for whom the Taxicab Driver does business.

90.11-5 Interference with traffic

Taxicab Drivers shall not leave the doors of their taxicabs open into any lane of traffic or stand in the roadway or in the Taxi Ready Area in the Holding Lot so as to interfere with traffic.

90.11-6 Unattended vehicles

No Taxicab Driver shall park, abandon, or otherwise leave a vehicle unattended in the Ready Area of the Holding Lot, in a through lane beside a Taxicab Loading Lane, in a Taxicab Loading Lane, or in any other area of the Airport except a designated area in the Holding Lot. An unattended Taxicab in the loading lanes on Level 5 or the Ready Area of the Holding Lot will be bypassed in loading and dispatch. However, drivers may exit their vehicles which are standing in the Taxicab Loading Lane with permission of a Cab Starter, Ground Transportation Employee, or Denver Police Officer.

90.11-7 Non-paying passengers and/or unauthorized riders

No Taxicab Driver while on duty at the Airport or using the AVI tag will transport or offer to transport in any taxicab any persons other than paying passengers, law enforcement officials traveling in the course of their duties, employees or taxicab drivers of their companies going to and from work, bona fide student or trainee drivers, and supervisory cab personnel who are riding in the taxicab in the course of their duties.

90.11-8 Remaining on Airport after denial of entry to Holding Lot

A Taxicab Driver who is denied admittance to the Holding Lot for any reason, including but not limited to the Holding Lot being full, shall immediately and directly leave the Airport. No Taxicab Driver who is denied admittance to the Holding Lot shall remain in his taxicab on the Airport, whether: (1) by parking or standing the vehicle anywhere on the Airport, including without limitation in, on or adjacent to public or employee parking facilities, the 45-minute vehicle waiting area on Peña Boulevard, any other public waiting areas, tenant facilities, or Airport roadways; (2) by driving his taxicab on Airport roadways along any route other than that needed to directly exit the Airport from the Holding Lot, including but not limited to routes circling the Holding Lot or Terminal Building; or (3) by driving his taxicab along Airport roadways at a speed at least 10 mph less than the posted speed limit when not required to do so by traffic flow, weather, or road conditions.

90.11-9 Airport Public Parking Lots and Garages

Taxicab Drivers shall not conduct any business or park taxicabs in the Airport's public parking facilities. Exceptions to this rule may be granted at the discretion of the Ground Transportation Office if requested in advance. It is the intent of this rule that such exceptions shall be granted on a one-time basis and not for multiple occasions. It shall be the responsibility of the owner and/or operator of any such vehicle to request such an exception in advance from the Ground Transportation Office, and to furnish the license number of the vehicle which is to be parked in an Airport public parking facility to the Ground Transportation office and to the Airport Parking Office if the request is granted. When parking at the Airport under such an exception, the operator of the Taxicab must enter the Airport public parking facility by taking a parking ticket at an entrance lane and displaying the ticket on the dashboard of the vehicle, and not by using the Taxicab's AVI tag. The vehicle operator must then pay for the parking at regular Airport rates by surrendering the parking ticket at a regular exit lane booth upon exiting the public parking facility.

90.12 CONDUCT OF ALL COMPANY REPRESENTATIVES

90.12-1 Threatening or violent behavior

All Company Representatives, including but not limited to Taxicab Drivers, are prohibited from using threatening or abusive language to any person, and from engaging in threatening or violent behavior, while upon the Airport.

90.12-2 Gambling prohibited

All Company Representatives, including but not limited to Taxicab Drivers, are prohibited from participating in gambling, as defined in Denver Revised Municipal Code Section 38-146(b), while upon the Airport.

90.12-3 Solicitation and cruising prohibited

Company Representatives, including but not limited to Taxicab Drivers, are prohibited from engaging in solicitation or cruising upon Airport property.

90.12-4 Alcoholic beverages or other drugs

Company Representatives, including but not limited to Taxicab Drivers, shall not be on duty at the Airport or operate any vehicle on the Airport while in the possession of alcoholic beverages or any illegal drugs, or while under the influence of, or with ability impaired by, alcoholic beverages or any drug.

90.12-5 Use of Airport Security Badge

No Company Representative, including but not limited to Taxicab Drivers, shall lend his Airport Security Badge to any person for any reason or use whatsoever. Each Company Representative shall immediately report the loss or theft of his Airport Security Badge to the Airport Security Office. Nothing in this Part 90 is intended to alter or limit the obligations imposed on holders of Airport Security Badges under the laws and rules governing Airport security.

90.12-6 Display of Airport Security Badges

Company Representatives to whom Airport Security Badges have been issued shall at all times while upon Airport property wear such badges, above the waist, in a manner which displays the front of the badge and complies with the Airport Security rules.

90.13 MULTIPLE LOADING

Unless initiated by request of all the passengers, multiple loading shall be permitted at the Airport only when the Ground Transportation Office or the Cab Starter supervisor has determined that there is a need for multiple loading in order to accommodate all passengers with service when for any reason the number of taxicabs available is not sufficient to provide separate trips for all passengers. When multiple loading has been so authorized, the Cab Starter on duty shall allow multiple loading in conformity with the following rules:

90.13-1 Direction of travel

Parties of a multiple load shall be traveling in the same general direction.

90.13-2 Agreement of all parties

The Cab Starter must obtain the agreement of all passengers already in the taxicab to the proposed multiple loading. Each party shall be informed of the discount for multiple loading, prior to deciding whether to agree to it.

90.13-3 Explanation of discount

The Taxicab Driver must explain to each party the discount to which they are entitled on account of multiple loading, in accordance with that company's tariff as filed with the Colorado Public Utilities Commission.

90.13-4 No initiation by driver

No Taxicab Driver shall at any time initiate Multiple Loading.

90.13-5 Loading of additional passengers

Once a taxicab is loaded and begins to move the Taxicab Driver may not stop the taxicab to load any additional passengers unless so directed by the Cab Starter.

90.14 TRIP REFUSAL

90.14-1 Short trip refusal prohibited

A Taxicab Driver will not refuse service based solely on the length of the trip requested by the passenger. Any driver who refuses services based solely on the length of the requested trip must leave the taxicab lane without loading any other passengers and may not return to the taxicab lane for 24 hours.

90.14-2 Grounds for refusal

A Taxicab Driver may refuse service to a passenger only if the Taxicab Driver has reasonable grounds to believe that the passenger (a) is significantly impaired by or under the influence of any intoxicating liquor or any drug, or (b) poses a threat to the safety of the driver. In such instance, the Taxicab Driver must bring the situation to the attention of the Cab Starter on duty and explain the reasons why the driver believes that the passenger is impaired, intoxicated or a threat to the driver's safety. The Cab Starter will summon a Denver Police officer or a Ground Transportation employee to observe the passenger and document the refusal. However, under no circumstances will this Rule 90.14-2 be used to allow a Taxicab Driver to refuse service to a passenger on account of the race, gender, religion, national origin, ethnicity, marital status, or sexual orientation of the passenger, or on the basis of disability of any passenger who is able to be safely transported in the taxicab, or solely on account of the passenger's being accompanied by a service animal.

90.14-3 Unlawful discrimination

Under no circumstances will a Taxicab Driver refuse service to a passenger at the Airport on account of the race, gender, religion, national origin, ethnicity, marital status, or sexual orientation of the passenger, or on the basis of disability. Without limiting the foregoing, under no circumstances will a Taxicab Driver refuse service to a passenger at the Airport solely on account of the passenger's being accompanied by an emotional support or service animal or a service dog in training.

90.15 TAXICAB FEES

90.15-1 Amount of fee

Effective January 1, 2015, Taxicab Drivers, dispatched for the loading of passengers to the Terminal Building from the Ready Area of the Holding Lot, shall be invoiced a fee in the amount of \$4.57 for each trip through the Taxicab Lane.

90.15-2 Access Fee

Taxicab operators shall pay to the City an Access Fee for each Trip of a motor vehicle operated by them or on their behalf at the exit from the Taxi Ready Area of the Holding Lot.

90.15-3 Discount for alternative fuels; application; inspection

Taxicab Drivers shall receive a discount of ten percent (10%) of the foregoing fee for each trip of a taxicab powered by alternative fuels including compressed natural gas, liquid natural gas under specific conditions mandated by the Denver Fire Department, methanol, electricity (battery) and such other alternative fuels acceptable to the City. Additionally, taxicab hybrid vehicles as defined in section 90.02 of these regulations, shall be eligible for the 10% per trip discount afforded to alternative fuel vehicles. Taxicab Drivers which operate dual powered taxicabs upon the Airport shall submit to the Director documentation satisfactory to the City evidencing the purchase of alternative fuels for its operation of such taxicabs upon the Airport in order to receive the discount. All taxicabs for which an application for such discount has been made or granted, are subject to inspections by the City, with or without advance notice, to verify that the vehicle is capable of

operating on the cited alternative fuel, and has been so operated during the periods for which the discount has been sought or granted.

90.16 TAXICAB LOADING AND UNLOADING

90.16-1 Bypassing taxicabs blocking lane

Any taxicab which is blocking a lane in the loading lane of Level 5 or the Ready Area of the Holding Lot may be bypassed by the taxicabs behind it.

90.16-2 Loading areas; procedures

Taxicab Drivers shall load passengers (including Personal Passengers) only on the east and west sides of the fifth level of the Terminal in the Taxicab Lane and in such other areas upon the Airport approved for taxi loading by the CEO, Cab Starters or Ground Transportation Employees.

Prior to leaving the Ready Area of the Holding Lot, the Taxicab Driver shall obtain a ticket which shall indicate by an "E" or "W" an east or west side approach to the Terminal for loading passengers. This ticket shall be presented to the Cab Starter upon approaching the Terminal Building and the Taxicab Driver shall load passengers as directed by the Cab Starter. No Taxicab Driver shall approach the Terminal for loading except as indicated on the ticket.

Taxicab Drivers will not back their vehicles in the Taxicab Lanes unless directed to do so by Cab Starters, Ground Transportation Employees, Operations Employees or Denver Police Officers.

90.16-3 Unloading areas

Taxicab Drivers shall discharge passengers at the Terminal only in the Drop-Off Lanes on the fifth or sixth level roadways alongside the east and west sides of the Terminal Building, as depicted on the Exhibits.

90.16-4 Personal Passenger loading

Any taxicab coming to the Airport to pick up a passenger who has requested a particular taxicab driver (a Personal Passenger) shall go through the Holding Lot, pay the Gate Fee and obtain a ticket marked with a "P", indicating that the particular passenger may be picked up, before approaching the Terminal.

90.16-5 Door loading

Door Loading by Taxicab Drivers is prohibited except as specifically authorized by a Cab Starter or Ground Transportation Employee in order to load persons whose presence may disrupt the normal course of Airport activities, or persons with disabilities, older persons or unaccompanied children.

90.16-6 Signage

Taxicab Drivers will obey all posted signage within the Holding Lot, the Taxicab Lanes, and elsewhere on the Airport, including speed limits.

90.17 TAXICABS ON AIRPORT OPERATIONS AREA

Taxicab Drivers shall not operate taxicabs upon the aircraft ramp area unless they have express permission in advance from the Director and are properly escorted.

90.18 PARKING OR STOPPING UNAUTHORIZED VEHICLES

No person shall park or stop a vehicle which is not a taxicab in service in the Holding Lot, in the through-lane alongside the Taxicab Lane or in the Taxicab Lane of the fifth level roadway on the east and west sides of the Terminal, unless otherwise authorized to do so by a Ground Transportation Employee. As used in this Rule 90.18, "taxicab in service" means a taxicab that is bringing a passenger to the Airport for drop off, is at the Airport to pick up a Personal Passenger, or is queued to be dispatched to pick up a passenger; it excludes taxicabs which have been driven to the Airport for other reasons, including the driver's personal or family matters.

90.19 SUSPENSION AND REVOCATION

The Director shall have the power to suspend or revoke (1) the Permit of any Taxicab Company and (2) the Airport Driving Privileges of any Taxicab Driver, in accordance with these Rules and Regulations.

90.19-1 Grounds for Suspension or Revocation

The Director may suspend or revoke the Permit of any Taxicab Company or the Airport Driving Privileges of any Taxicab Driver for any one or more of the following reasons:

- (1) Violation of, default under, or failure to comply with and satisfy, any condition or requirement of a Permit or any of these Rules and Regulations.
- (2) Violation of any law of the United States or the State of Colorado or any provision of the Charter and Ordinances of the City and County of Denver while on Airport property. Violation of any law of the United States or the State of Colorado, or any provision of the Charter and Ordinances of the City and County of Denver, in the operation of a ground transportation business, which violation(s) have been proven in a civil or criminal case in a court of law or in a proceeding before a federal, state, or local agency.
- (3) If at any time while the Taxicab Company does not hold a Permit or such Permit is properly suspended, motor vehicles operated by or under agreement with the Taxicab Company seek to enter Airport roadways for the purpose of loading and unloading passengers or property upon the Airport.
- (4) The operating authority of the Taxicab Company is suspended, revoked, or terminated by the Colorado Public Utilities Commission, or the Taxicab Company is disciplined or sanctioned by such agency for violation of laws, rules or regulations.
- (5) The Director or his designated representative has reasonable grounds to believe and

finds that the public health, safety or welfare imperatively requires suspension or revocation of such Permit or Driving Privileges.

90.19-2 Determination of Suspension or Revocation

In determining whether to suspend or revoke a Permit the Director may consider the following:

- (1) the nature of the conduct on which the suspension or revocation is based, including the seriousness of the violation and whether the conduct evidenced willful violation of laws, rules or regulations;
- (2) the Taxicab Company's or Taxicab Driver's past record in doing business at the Airport;
- (3) the number of violations or incidents involved;
- (4) whether there is a pattern of misconduct;
- (5) whether the Taxicab Company or Taxicab Driver has taken steps to remedy the misconduct so that the Director can reasonably expect the Taxicab Company or Taxicab Driver to operate in compliance with the Permits, laws, rules and regulations in the future; and
- (6) any other facts which the Director believes relevant.

Such factors may also be considered by the Director in determining the length of any suspension, if he determines a suspension is appropriate.

90.19-3 Notice; Effective Date; Period of Sanction

90.19-3(1) Issuance of Notice

The Director shall issue a notice of suspension or revocation in writing to the Taxicab Company whose Permit is being suspended or revoked, or to the Taxicab Driver whose Airport Driving Privileges are being suspended or revoked, as the case may be. Such notice shall be sent by certified mail, return receipt requested, and shall be deemed delivered as of the date when placed in the U.S. Mail, postage prepaid. The notice shall state the nature of the action taken, the effective date of the suspension or revocation, and if a suspension, the length of suspension, and shall generally state the reasons therefor. The notice shall apprise the addressee of the rights to a hearing on such suspension or revocation. If the Director is immediately suspending or revoking a Permit or Airport Driving Privileges based on findings that the public health, safety or welfare imperatively requires such suspension or revocation, the notice shall include those findings.

90.19-3(2) Effective Date of Suspension or Revocation

Except for emergency orders, a suspension or revocation shall be effective as of fifteen (15) days after the date of the notice issued under Rule 90.19-3(1), unless the Taxicab Company

or Taxicab Driver to whom the notice is directed delivers to the Director before the end of such fifteen-day period a written request for hearing on such action. If a hearing is timely requested, then except for emergency orders no permit or Airport Driving Privileges shall be suspended or revoked until after the hearing.

90.19-3(3) Emergency Orders; Effective Date

If the Director's notice of revocation or suspension is issued on an emergency basis and contains the findings required by Rules 90.19-1(5) and 90.19-3(1), then such suspension or revocation shall take effect immediately upon issuance of such notice. The emergency revocation or suspension shall remain in effect if the Taxicab Company or Taxicab Driver to whom it was directed requests a hearing, and shall be rescinded only if the hearing results in a finding by the Director that grounds do not exist for the continuation of such revocation or suspension, or by order of the Director.

90.19-3(4) Period of Suspension; Reinstatement

If the Director determines that suspension is appropriate, the period of suspension shall be any period from one day to six months. If the grounds for suspension consist of conditions which the Taxicab Company or Taxicab Driver may remedy, and such Taxicab Company or Taxicab Driver takes actions which remedy those conditions, the Director may in his discretion reconsider and shorten the suspension period, and reinstate the Permit or Airport Driving Privileges, subject to the recipient's compliance with all conditions thereof. A revoked Permit may not be reinstated; however, the former holder of such Permit may apply for a new Permit on and after one year from the effective date of the revocation. The Director, in his discretion, may allow an earlier application following revocation where justified by exceptional circumstances.

90.19-3(5) Principals of Revoked or Suspended Taxicab Companies

The purpose of this Rule 90.19-3(5) is to prohibit Principals of a Taxicab Company whose Permit is suspended or revoked from frustrating the purpose and intent of these Rules and Regulations by forming new businesses in order to continue operating on the Airport and thus to evade the effect of a suspension or revocation. Therefore, if a Taxicab Company's Permit is suspended or revoked, a Taxicab Company whose Principals include one or more of the Principals of such revoked or suspended Taxicab Company shall not be eligible for issuance of a Permit during such period of suspension or for one year after the date of revocation, except upon a showing of facts demonstrating exceptional circumstances to the Director's satisfaction. An "exceptional circumstance" includes a situation in which the applicant Taxicab Company is clearly shown not to be a business being used to circumvent the effect of a suspended or revoked Permit.

90.19-4 Right to Hearing; Procedures

90.19-4(1) Hearing on Suspension or Revocation

The Taxicab Company or Taxicab Driver whose Permit or Airport Driving Privileges, as the case may be, is the subject of a notice of suspension or revocation under this Rule 90.19 may

have a hearing before the Director or a hearing officer designated by the Director to determine whether grounds exist for such suspension or revocation.

90.19-4(2) Time for Requesting Hearing

The right to hearing stated in this Rule 90.19-4 shall be exercised by the Taxicab Company or Taxicab Driver delivering to the Director a written request for such hearing, no later than fifteen days after the date when the notice of suspension or revocation was mailed. If such request for hearing is not delivered within such time, the Taxicab Company or Taxicab Driver shall have no further right to contest such suspension or revocation, which shall take effect at the expiration of such fifteen day period, if not already in effect under an emergency order.

90.19-4(3) Hearing Procedures

The hearing provided for under this Rule 90.19 shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver and hearing rules adopted by the CEO. If violations by the Taxicab Company or Taxicab Driver of law, rule or regulation have been proven in a civil or criminal case in a court of law or in a proceeding before a federal, state or local agency, such violations shall be established at hearing by proof of the prior case or proceeding, regardless of whether an appeal is pending. The Director's determination resulting from the administrative hearing provided under this Rule 90.19 shall be final, subject only to the right of the Taxicab Company or Taxicab Driver whose Permit or Airport Driving Privileges, as the case may be, is suspended or revoked to seek judicial review of the Director's determination under Rule 106(a)(4), Colorado Rules of Civil Procedure.

90.19-4(4) Suspension in Lieu of Revocation

If the hearing held pursuant to this Rule 90.19 results in findings that grounds for suspension exist, the Director in his discretion may suspend the Taxicab Company's permit or Taxicab Driver's Airport Driving Privileges, as the case may be, for a shorter period than specified in the notice of suspension, or suspend the permit or privilege instead of revoking it in a case where a notice of revocation was issued. However, nothing in this Rule shall be construed to require the Director to impose a different sanction than that stated in the notice of suspension or revocation.

90.20 SEVERABILITY

If any one or more provisions of this Part 90 are declared invalid by a court of competent jurisdiction, the validity of other provisions herein which are severable shall be unaffected.

90.21 CONSTRUCTION

As used in these rules and regulations, the singular includes the plural, and the plural includes the singular. Every word importing the masculine gender only may extend to and be applied to females and things as well as males; every word importing the feminine gender only may extend to and be applied to males and

things as well as females; and every word importing the neuter gender only may extend to and be applied to natural persons as well as things.

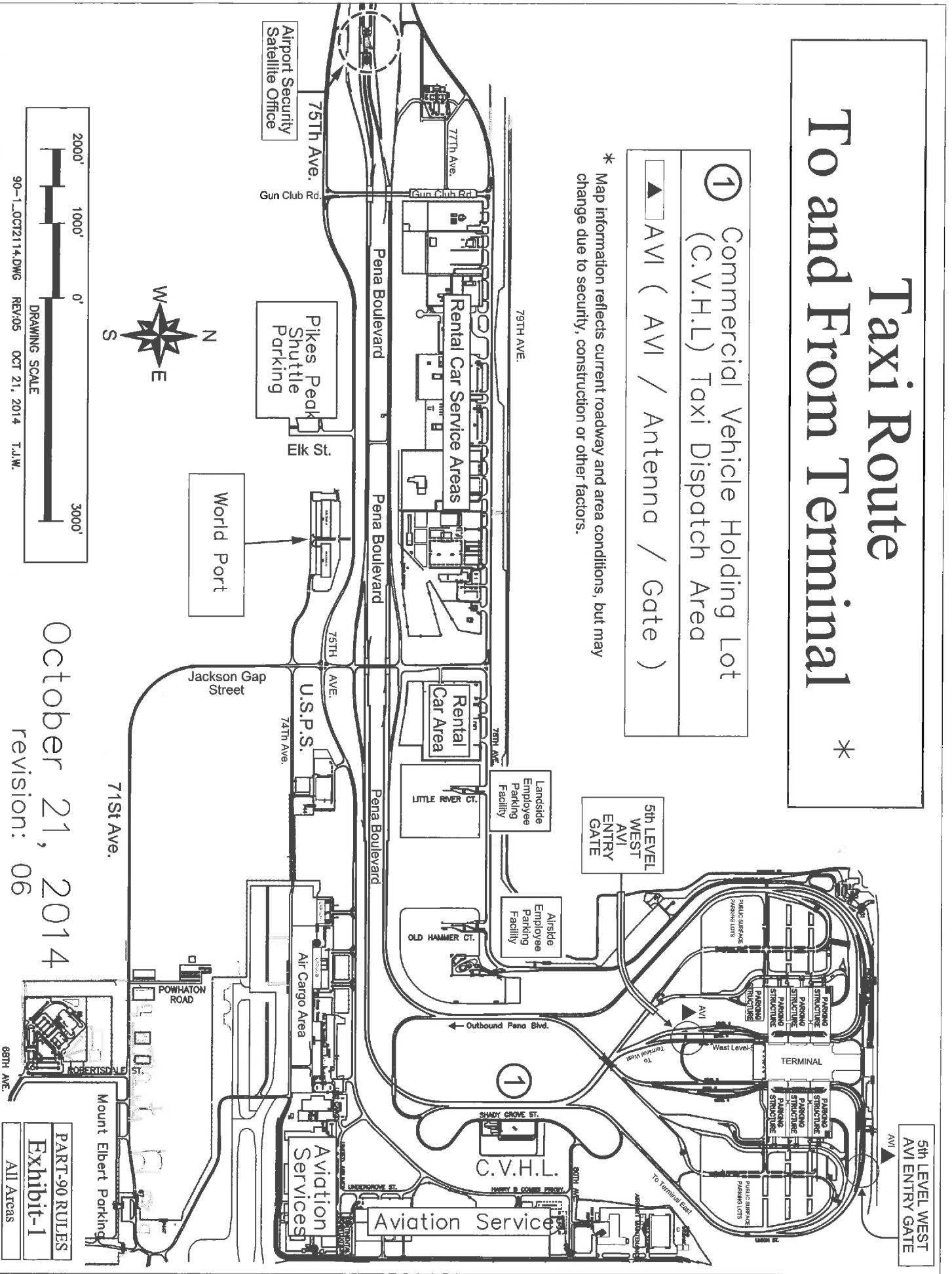
Taxi Route To and From Terminal

*

① Commercial Vehicle Holding Lot
(C.V.H.L.) Taxi Dispatch Area

▲ AVI (AVI / Antenna / Gate)

* Map information reflects current roadway and area conditions, but may change due to security, construction or other factors.

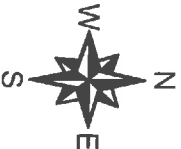
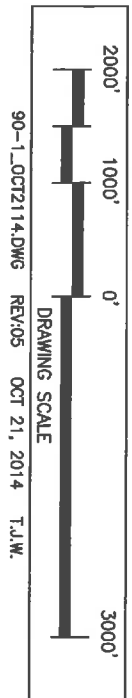


5th LEVEL WEST
AVI ENTRY GATE

5th LEVEL
WEST
AVI
ENTRY
GATE

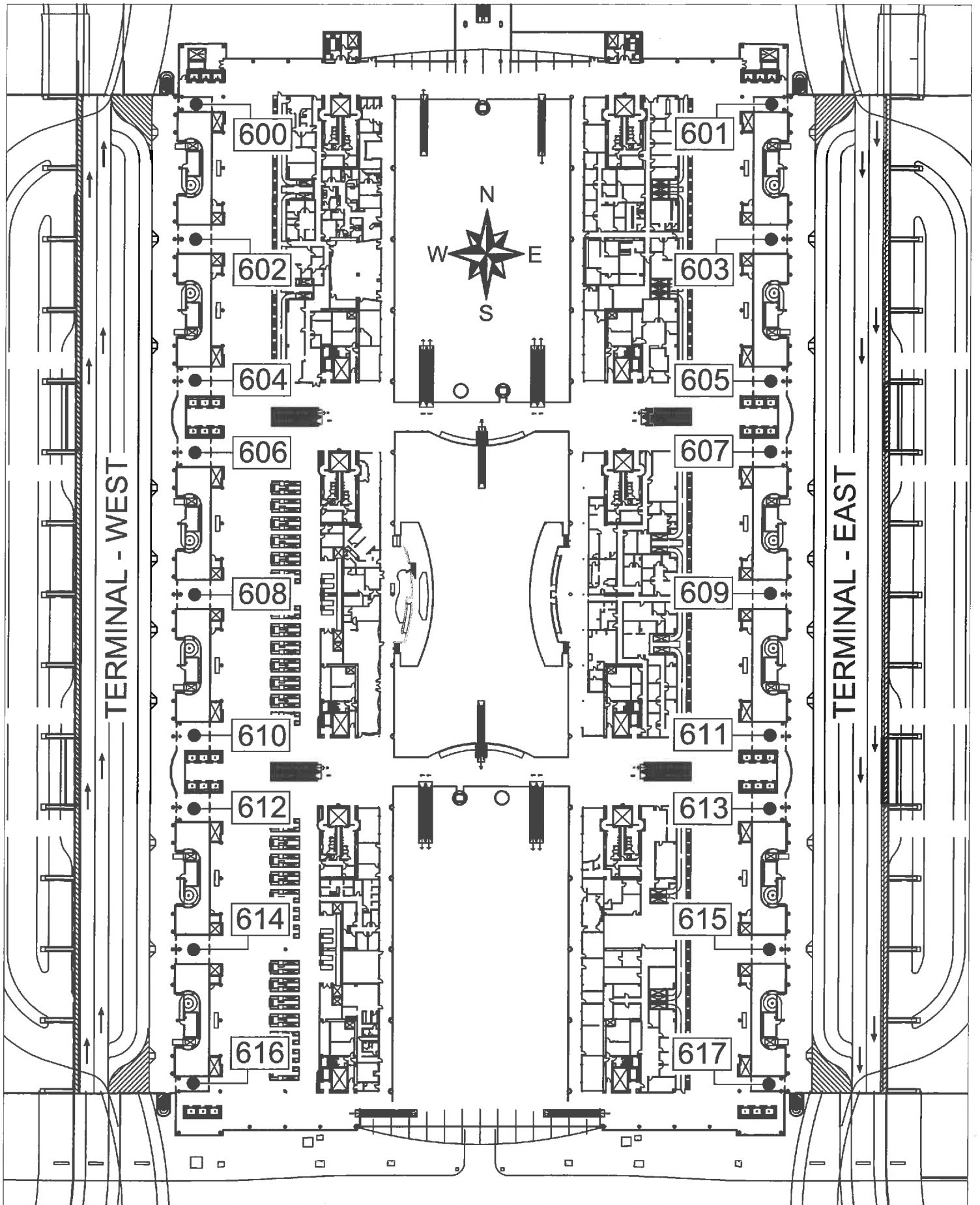
①

PART-90 RULES
Exhibit-1
All Areas



90-1_OCT2114.DWG REV/05 OCT 21, 2014 T.J.W.

October 21, 2014
revision: 06

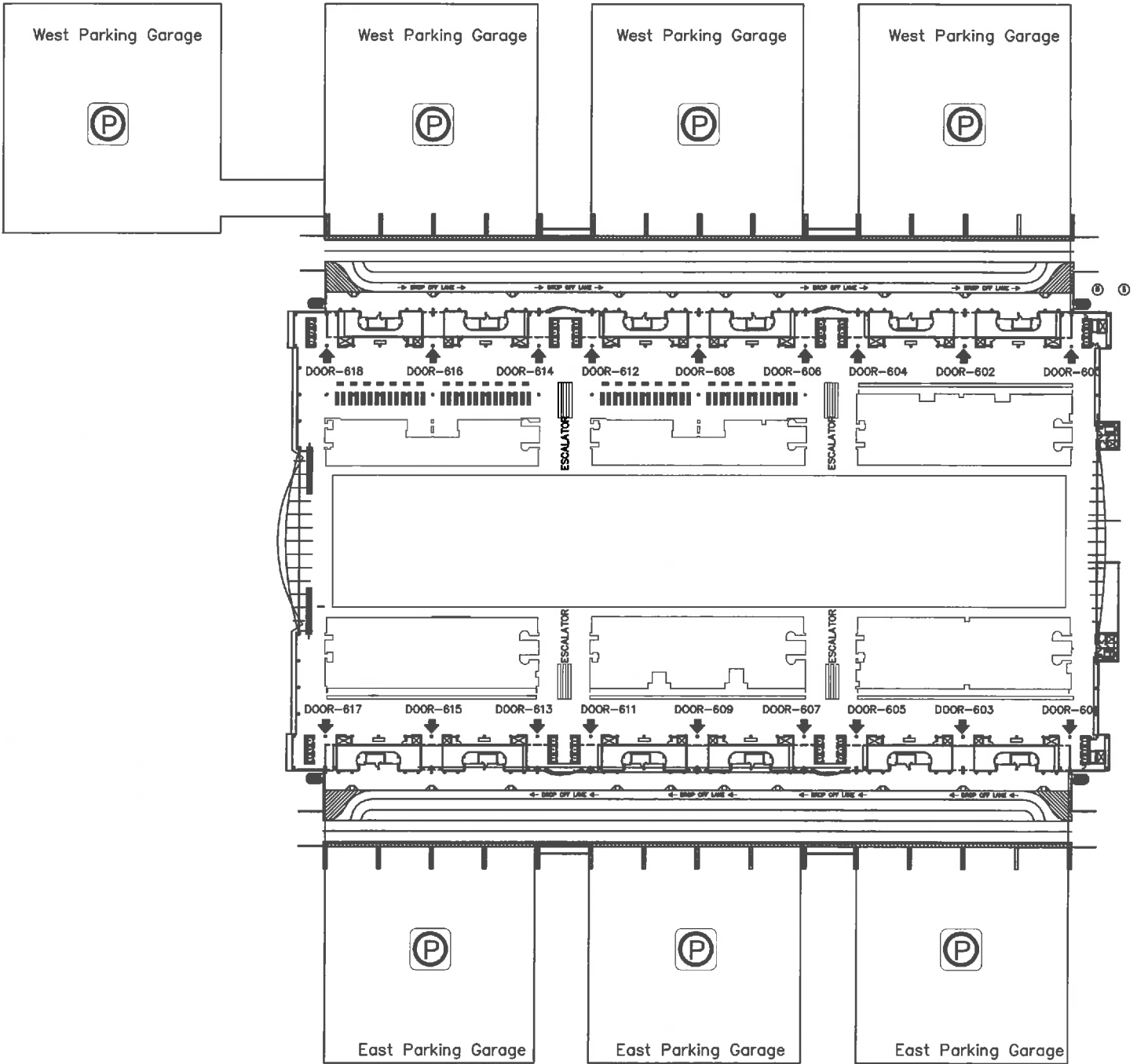


Revision: 06

90-4_OCT 2014.dwg OCT 22, 2014

Terminal Level 6 East / West Door Locations

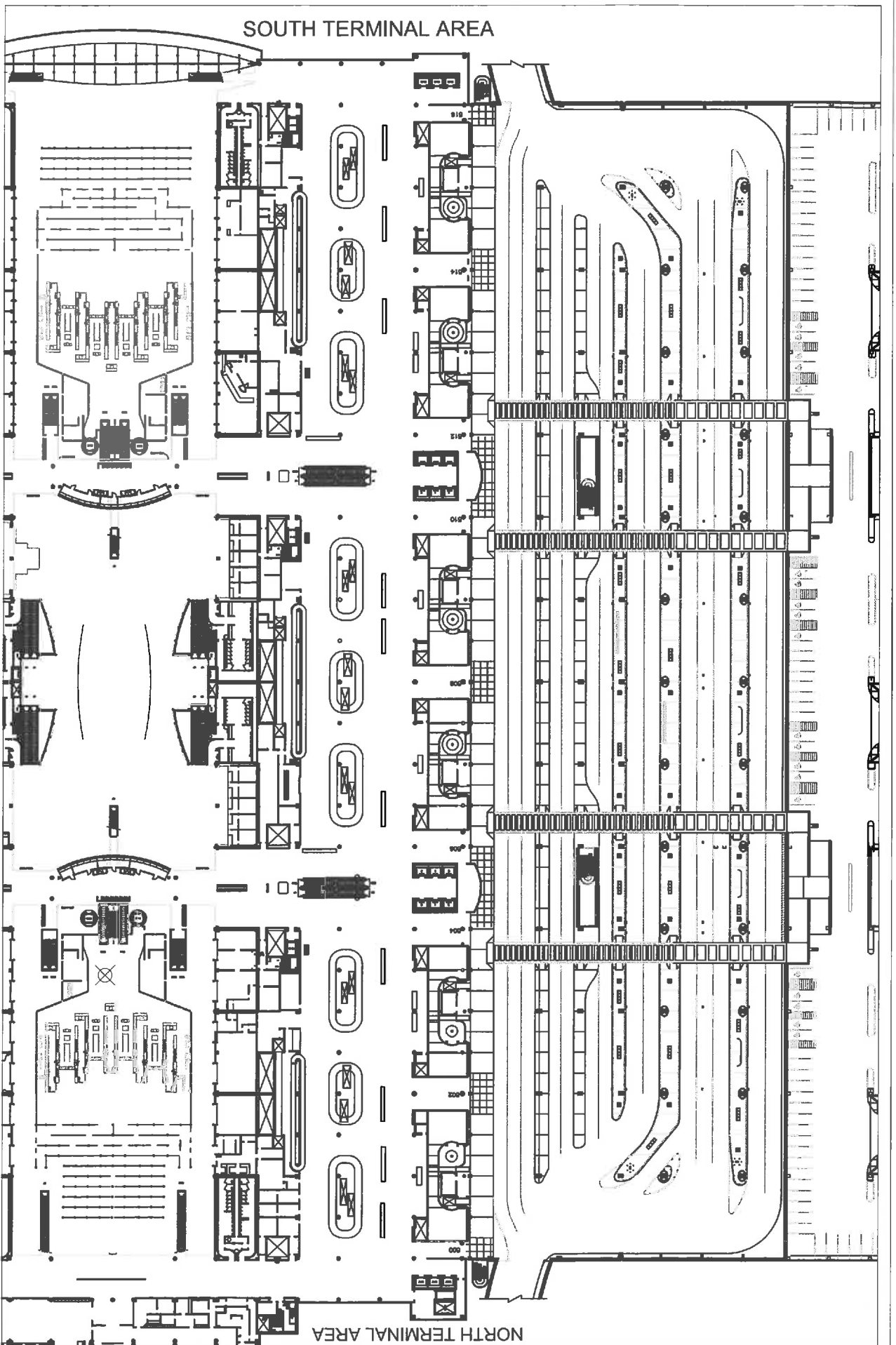
PART-90 RULES
Exhibit-4



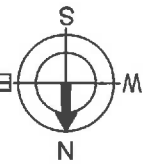
Terminal Level-6 Curbside
Drop-off Areas



PART-90 RULES
Exhibit-2c

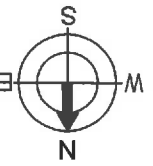


**Terminal Level-5 Curbside
West Drop-off and Pick-up Areas**

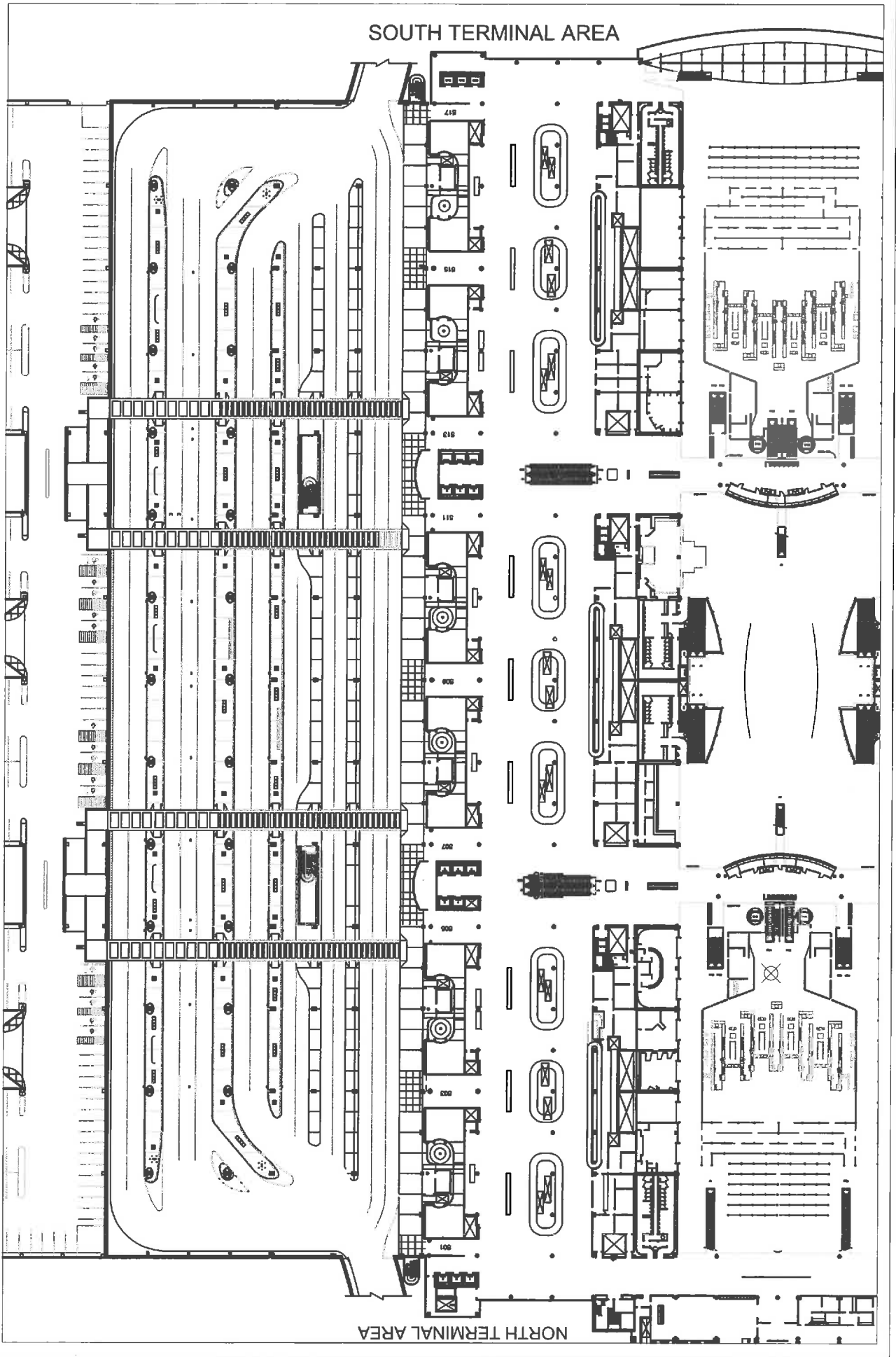


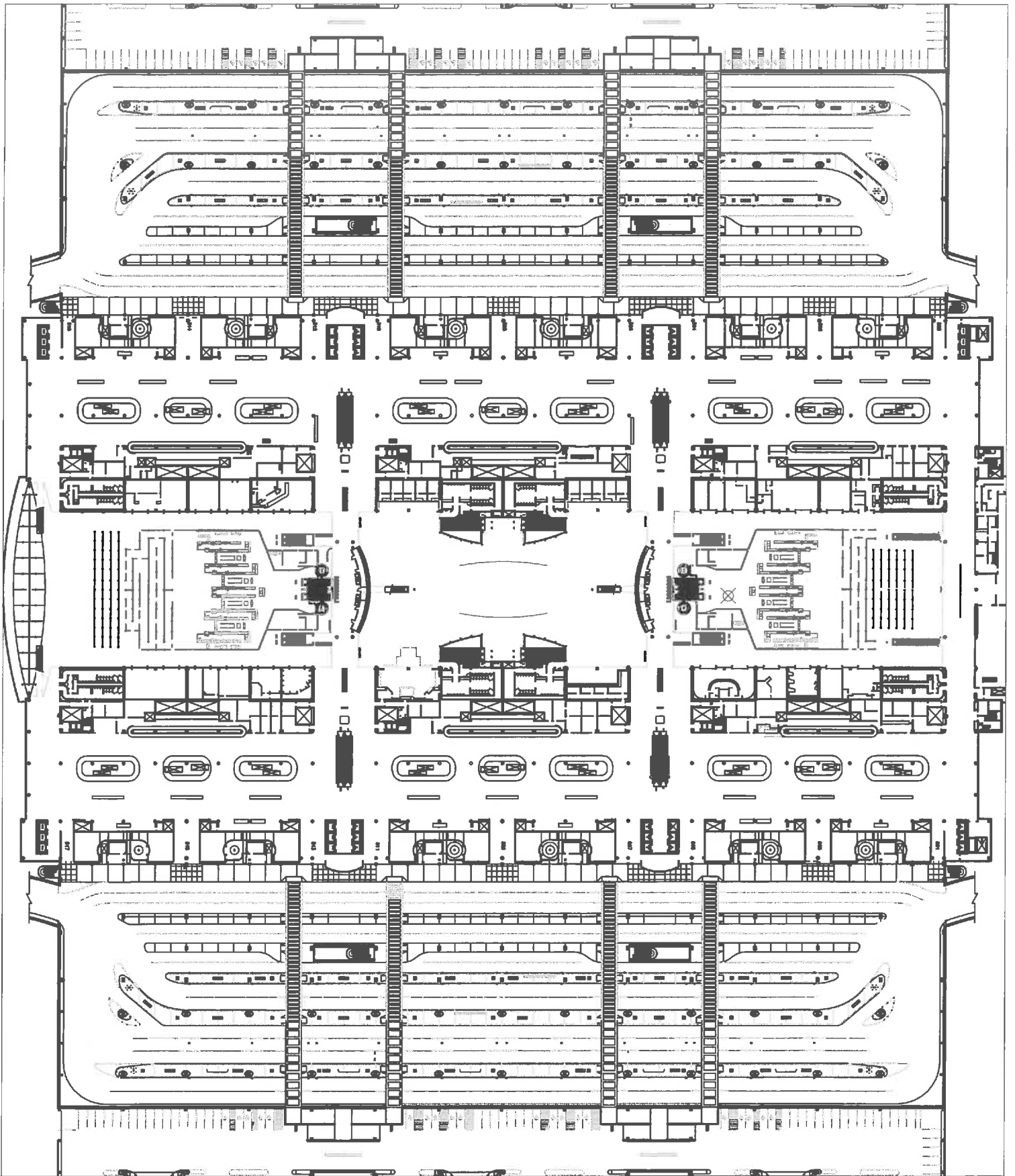
PART-90 RULES
Exhibit-3b
Terminal West
10/22/2014 REV:08 T.J.W.

Terminal Level-5 Curbside East Drop-off and Pick-up Areas

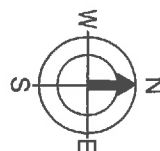


PART-90 RULES
Exhibit-3a
Terminal East
10/22/14 REV:08 T.J.W.





Terminal Level-5 Curbside Drop-off and Pick-up Areas

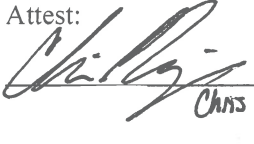



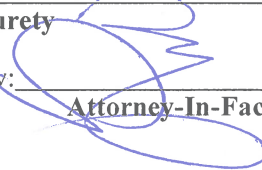
PART-90 RULES
Exhibit-3
 Terminal East/West

10/22/14 REV:08 T.J.W.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20__.

Attest:

Chris Ridge

ABM Aviation, Inc.
Contractor
By: 
Lu Ann Brinkley, Director Insurance Services
Travelers Casualty and Surety Company of America
Surety
By: 
Attorney-In-Fact Simone Gerhard

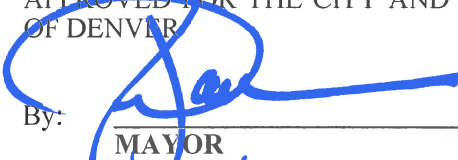
(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:

KRISTIN M. BRONSON,
City Attorney for the City and County of
Denver

By: 
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: 
MAYOR

By: 
CEO DEPARTMENT OF AVIATION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

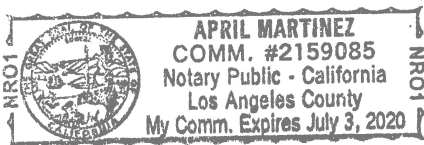
State of California

County of Los Angeles

On JUN 15 2017 before me, April Martinez, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

April Martinez
April Martinez, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231967

Certificate No. 007182401

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, KD Conrad, Simone Gerhard, Edward C. Spector, Lisa K. Crail, B. Aleman, Renato F. Reyes, April Martinez, and Marina Tapia

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 15 2017, 20 ____.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION**

*Bond Number: 106727341
Effective: July 17, 2017 to July 17, 2018*

FAX NUMBER: 303-342-2552
TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney
Airport Office Building
8500 Pena Blvd. #9810
Denver, CO 80249-6340

RE: ABM Aviation, Inc.

Contract No:
Project Name: *Operation Of Curb Transportation Management Services Denver International Airport*
Contract Amount: *\$3,750,000.00*
Performance and Payment Bond No.: *106727341*

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through *Travelers Casualty and Surety Company of America* insurance company, on *June 15,* *2017.*

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at *213 630 1386*.

Thank you.

Sincerely,

Travelers Casualty and Surety Company of America



Simone Gerhard, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

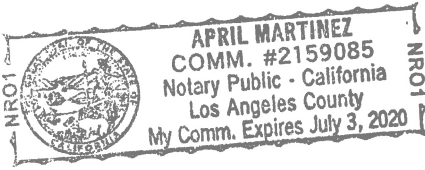
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JUN 15 2017 before me, April Martinez, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature *April Martinez*
April Martinez, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231967

Certificate No. 007182400

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, KD Conrad, Simone Gerhard, Edward C. Spector, Lisa K. Crail, B. Aleman, Renato F. Reyes, April Martinez, and Marina Tapia

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 15 2017, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Property Insurance

Coverage: All Risk Form Property Insurance, Replacement Cost basis

Personal Property, Contents, Fixtures, Tenant Improvements and Betterments

- 100% of the Replacement Cost value of Personal Property, Contents, Fixtures, Tenant Improvements and Betterments
- Covered Cause of Loss – Special Form including glass coverage and signs
- Replacement Cost Endorsement

Business Income including Loss of Rents

Amount equal to all Minimum Annual Rent and Other Sums payable under the Lease

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

1. The City and County of Denver, Department of Aviation shall be named as loss payee as its interest may appear.
2. Waiver of Subrogation Applies to City as Landlord for any protected Landlord Property.
3. In the event of payment of any Loss involving Tenant Improvements and Betterments, permanent fixtures, etc, the insurance carrier shall pay the City (as Landlord) its designee first for said property loss.
4. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy.

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:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. 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.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.