

AVI PUBLIC EXPRESS PARKING AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER

AND

HUB PARKING TECHNOLOGY USA, INC.

AT

DENVER INTERNATIONAL AIRPORT

AGREEMENT

THIS AGREEMENT FOR EQUIPMENT, INSTALLATION, HARDWARE, SOFTWARE, SUPPORT AND MAINTENANCE (Contract Number PLANE-201415444-00) (“Agreement”), made and entered into as of the date set forth on the signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), Party of the First Part, and **HUB PARKING TECHNOLOGY USA, INC.**, a corporation organized under the laws of Delaware and authorized to do business in Colorado (“Consultant”), Party of the Second Part;

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“DEN” or the “Airport”), and desires to purchase equipment, hardware, software, software upgrades, support, maintenance and related equipment for an AVI Public Express Parking System (“Public AVI”), and will require installation and other professional services for the same, and such other work as may be requested by the City, at Denver International Airport; and

WHEREAS, the Consultant is qualified and ready, willing and able to provide the requested hardware, software and professional services to the City, in accordance with the terms of this Agreement;

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

1. LINE OF AUTHORITY:

The City's CEO of Aviation, his designee or successor in function (the "CEO of Aviation" or the "CEO") authorizes all work performed under this Agreement. The CEO hereby delegates his authority over the work described herein to the Airport's Senior Vice President of Parking and Transportation (the "SVP") as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement. The SVP's authorized representative for day-to-day administration of the Consultant's services under this Agreement is the Project Manager. The Consultant shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The CEO and the SVP may rescind or amend any such designation of representatives or delegation of authority and the SVP may from time to time designate a different individual to act as Project Manager, upon notice to the Consultant.

2. SCOPE OF WORK:

A. The Consultant, under the general direction of, and in coordination with the CEO, or other designated supervisory personnel as set forth herein, shall diligently perform any and all authorized services provided under this Agreement. The Consultant shall provide the goods and services provided in the attached **Exhibit A, “SCOPE OF WORK”**.

B. Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the SVP determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Change orders and/or additional Statements of Work (SOWs) will be provided as needed to document work beyond that identified in **Exhibit A**. The Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the SVP. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability.

C. The Consultant shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent service providers who perform work of a similar nature to the work described in this Agreement.

D. PCI Compliance: The Public AVI shall be certified compliant with all applicable Payment Card Industry (PCI) Standards as more fully set forth in **Exhibit A**, the Scope of Work.

E. Performance and Payment Bond: The Contractor must procure and pay for a performance and payment bond which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Work in strict accordance with the terms of the Contract and shall further guarantee that all those performing labor or furnishing materials, supplies, rental items, tools, and equipment for the performance of the Work under the Contract shall be paid. The performance and payment bond shall also be a guarantee for the repair or replacement of all Work found to be defective or otherwise unacceptable during the Contract Time and through any warranty and guarantee periods. This bond shall be in the amount of one hundred percent (100%) of the dollar value of the Contract, and it shall meet the requirements of CRS §38-26-101, et seq, as amended. The Contractor shall utilize the Performance and Payment Bond Form attached hereto as **Exhibit D**.

3. TERM AND COMPLETION OF THE WORK; LIQUIDATED DAMAGES:

A. Term: The Term of this Agreement shall commence on the Effective Date, and shall terminate on January 31, 2018, unless sooner terminated. The term of this Agreement may be extended for one (1) one-year period, by written amendment to this Agreement. Notwithstanding any other extension of term under this paragraph 3 the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

B. PROSECUTION AND COMPLETION OF THE WORK: The Work to be performed under the Agreement is described in Exhibit A. The Consultant shall substantially

complete the Work (“Substantial Completion”) within **two hundred (200) calendar days** from the Effective Date of the Agreement (the “Contract Time”).

C. **LIQUIDATED DAMAGES:** Time is of the essence of the Agreement. It is understood and agreed by and between the City and the Consultant that, if the Consultant fails to achieve Substantial Completion of the Work within the Contract Time, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for the Consultant's failure to substantially complete the work within the Contract Time shall be those amounts listed herein. If the Consultant shall fail to pay such liquidated damages promptly upon demand therefor, the City may withhold all, or any part of, such liquidated damages from any payment due the Consultant. **If the Consultant fails to achieve Substantial Completion of the Work within the Contract Time, the Consultant shall be liable to the City for liquidated damages at the rate of \$500.00 per day.**

4. COMPENSATION AND PAYMENT:

A. **Fee:** The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates, charges and values set forth on **Exhibit B-1, “PRICING”**, and as may be further described herein.

B. **Reimbursement Expenses:** There are no reimbursable expenses allowed under this Agreement, unless approved in writing, in advance, by the SVP.

C. **Scheduling, Progress Reports and Invoices:** Payments shall be made to Consultant based upon monthly invoices and receipts submitted by Consultant, which invoices have been approved by City, and subject to the maximum contract liability. The Consultant agrees that City shall not be liable for the payment of taxes, late charges, interest or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.*.

The City reserves the right to reject and not pay any invoice or part thereof where the SVP determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the Work which has been performed. The City, however, shall pay any undisputed items contained in the invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Revised Municipal Code.

Invoices shall be submitted in accordance with **Exhibit B, “SCHEDULING, PROGRESS REPORTING AND INVOICING”**, and shall include documentation consistent with the progress payment measurement alternative utilized for the specific Payment Milestone described in **Exhibit B-1**, including the following where applicable:

- (1) A brief status report which describes the progress of the Work and a summary of the Work performed during the period covered by the invoice.

- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by the Consultant and shall be available for examination by the City, at City request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the relevant Payment Milestone, the hourly rate where applicable, and allowable reimbursable expenses.
- (4) The Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (5) The signature of an officer of the Consultant, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

D. Carry Over and Carry Back: If the Consultant's total fees for any phase of work within an individual Payment Milestone as described above are less than the amount budgeted for such phase, then the amount by which the budget exceeds the fee may be used, with the written approval of the SVP, to pay fees for services rendered in any other phase if in the SVP's judgment such additional fees are reasonable and appropriate. However, such revision of the fees budgeted and payable for any Payment Milestone phases shall be subject to and shall not alter the maximum fee amount for that Payment Milestone, and shall not increase the Maximum Contract Liability as set forth below.

E. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of One Million Six Hundred and Four Thousand Dollars and 00 Cents (\$1,604,000.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.E. may be payable from the City's Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. TAXES AND COSTS:

A. The Consultant, at its own expense, shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

B. The City shall provide to Consultant, at no cost, all necessary clearances and permits necessary to install and/or deliver the products and/or services under Agreement. Where such clearances, permits, leases, or fees of a similar nature are required to be obtained and paid for directly by Consultant, the City shall reimburse Consultant the actual cost of such items.

C. The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency. Taking into account the City's status, Consultant confirms that all Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Consultant is responsible for payment of such Taxes to the appropriate governmental authority.

6. STATUS OF CONSULTANT:

It is agreed and understood by and between the parties hereto that the status of the Consultant 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 Consultant or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

7. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and Ordinance.

8. PERSONNEL ASSIGNMENTS:

A. The Consultant shall assign a Project Manager to this Project that has experience and knowledge satisfactory to the City. The Project Manager shall be the contact person in dealing with the City's Project Manager on matters concerning this Project and shall have the authority to act for the Consultant's organization. Consultant's designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Consultant, or,

until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Consultant's Project Manager.

B. The Consultant may submit and the City will consider a request for reassignment of a Project Manager, should the Consultant deem it to be in the best interest of the City, the best interest of the Consultant's organization or in the best interest of the Consultant's Project Manager.

C. If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original Project Manager. The replacement Project Manager's assignment is subject to the approval of the SVP.

D. All key professional personnel identified by the Consultant will be assigned by the Consultant or subcontractors to perform work under the Work. The SVP must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by the Work, and that the Consultant's and the sub-consultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Consultant decides to replace any of its key professional personnel, it shall notify the SVP in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the SVP, which approval shall not be unreasonably withheld. The SVP shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the SVP receives the list of key professional personnel, which the Consultant desires to replace. If the SVP or his designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F. If, during the term of this Agreement, the SVP determines that the performance of approved key personnel is not acceptable, he shall notify the Consultant, and he may give the Consultant notice of the period of time, which the SVP considers reasonable to correct such performance. If the SVP notifies the Consultant that certain of its key personnel should be reassigned, the Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the SVP's notice.

9. SUBCONTRACTORS:

A. Although the Consultant may retain, hire and contract with outside subcontractors, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the SVP or his authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the SVP. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or

encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the SVP shall have the right to reject any proposed outside subcontractor deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the SVP shall have the right to limit the number of outside subcontractors, or to limit the percentage of Work to be performed by them, all in his sole and absolute discretion.

C. The Consultant shall not retain any subcontractor to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

10. NO 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 Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Consultant also agrees and represents that:

(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 subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant 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. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

11. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Consultant agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment 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 Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

12. DSBO GOALS:

The Consultant may be 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: **15%**. If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant 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. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

13. PREVAILING WAGES:

Employees of the Consultant or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By

executing this Agreement, the Consultant covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, applicable to the work conducted by the Consultant's or its subcontractor's employees. The prevailing wages applicable to this Agreement are attached hereto as **Exhibit E**. The schedule of prevailing wage is periodically updated and Consultant is responsible for payment of then current prevailing wage. The Consultant may obtain a current schedule of prevailing wage rates at any time from the City Auditor's Office.

14. PROMPT PAY:

The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

15. CITY REVIEW OF PROCEDURES:

The Consultant agrees that, upon request of the SVP, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

16. COORDINATION OF SERVICES:

The Consultant agrees to perform its work under this Agreement in accordance with the operational requirements of DEN, and all work and movement of personnel or equipment on areas included within the DEN site shall be subject to the regulations and restrictions established by the City or its authorized agents.

17. INSURANCE:

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit C**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by

the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. 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.

E. The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant under the terms of this Agreement, including the Indemnification provisions herein. The Consultant 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.

18. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall

be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

19. COLORADO GOVERNMENTAL IMMUNITY ACT:

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

20. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY:

Consultant shall (i) defend City against any third party claim that the Work, or materials provided by Consultant to City infringe a patent, copyright or other intellectual property right, and (ii) pay the resulting costs and damages finally awarded against City by a court of competent jurisdiction or the amounts stated in a written settlement signed by Consultant. The foregoing obligations are subject to the following: the City (a) notifies the Consultant promptly in writing of such claim, (b) grants the Consultant sole control over the defense and settlement thereof subject to the final approval of the City Attorney, and (c) reasonably cooperates in response to request for assistance. Should such a claim be made, or in the Consultant's opinion be likely to be made, the Consultant may, at its option and expense, (1) procure for the City the right to make continued use thereof, or (2) replace or modify such so that it becomes non-infringing. If the preceding two options are commercially unreasonable, then Consultant shall refund the portion of any fee for the affected Work. The Consultant shall have no indemnification obligation to the extent that the infringement arises out of or relates to: (a) the use or combination of the subject Work and/or materials with third party products or services, (b) use for a purpose or in a manner for which the subject Work and/or materials were not designed in accordance with Consultant's standard documentation; (c) any modification to the subject Work and/or materials made by anyone other than the Consultant or its authorized representatives, if the infringement claim could have been avoided by using the unaltered version of the Work and/or materials, (d) any modifications to the subject Work and/or materials made by the Consultant pursuant to the City's specific instructions, or (e) any technology owned or licensed by the indemnitee from third parties. THIS SECTION STATES THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

21. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP OF HARDWARE AND SOFTWARE:

A. Ownership: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. Upon the City's written concurrence that the hardware and software are satisfactorily installed and payment to the Consultant by City under the terms of this Agreement, title to the hardware shall automatically pass to the City.

B. License Grant: *Not Applicable.*

C. Reservation of Rights: Consultant reserves all rights not expressly granted to City in this Agreement. Except as expressly stated, nothing herein shall be construed to: (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Work or materials provided hereunder. Notwithstanding anything to the contrary herein, City acknowledges that Consultant has the right to use any City provided materials solely for the benefit of City in connection with the Work performed hereunder for City.

22. OWNERSHIP OF WORK PRODUCT:

Except as otherwise set forth at paragraph 21, above, all plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Consultant shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Consultant shall not be liable for any damage which may result from the City's use of such documents for purposes other than those described in this Agreement.

23. COMPLIANCE WITH PATENT, TRADEMARK, COPYRIGHT AND SOFTWARE LICENSING LAWS:

A. The Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and

codes of the United States. The Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Consultant prepares any design documents which specify any material, equipment, process or procedure which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. The Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 18, "Defense and Indemnification," and Paragraph 20, "Intellectual Property Indemnification and Limitation of Liability," from any and all claims, damages, suits, costs, expenses, liabilities, 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 performance of work under this Agreement which violates or infringes upon any patent, trademark, copyright or software license protected by law, except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, copyrights and software licensing.

24. SOFTWARE SOURCE CODE ESCROW:

Not Applicable

25. ADVERTISING AND PUBLIC DISCLOSURES:

The Consultant 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. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

26. COLORADO OPEN RECORDS ACT:

The Consultant 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 Consultant 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 Consultant 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 Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant 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.

27. DATA CONFIDENTIALITY:

A. For the purpose of this Agreement, confidential information means any information, knowledge and data marked “Confidential Information” or “Proprietary Information” or similar legend. All oral and/or visual disclosures of Confidential Information shall be designated as confidential at the time of disclosure, and be summarized, in writing, by the disclosing Party and given to the receiving Party within thirty (30) days of such oral and/or visual disclosures.

B. The disclosing Party agrees to make known to the receiving Party, and the receiving Party agrees to receive Confidential Information solely for the purposes of this Agreement. All Confidential Information delivered pursuant to this Agreement:

(i) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees, corporate partners, affiliates and alliance partners who have a need to know said Confidential Information;

(ii) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third Party as is used with respect to the receiving Party’s own information of like importance which is to be kept confidential.

C. These obligations shall not apply, however, to any information which:

(i) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party; or

(ii) was in the receiving Party’s possession prior to receipt from the disclosing Party; or

(iii) is received by the receiving Party independently from a third Party free to disclose such information; or

(iv) is subsequently independently developed by the receiving Party as proven by its written records; or

(v) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

D. Upon the request from the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information, or if directed by the disclosing Party, shall destroy such Confidential Information.

28. EXAMINATION OF RECORDS:

A. The Consultant agrees that the City's duly authorized representatives, including but not limited to the City's Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultant further agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

29. INFORMATION FURNISHED BY CITY:

The City will furnish to the Consultant available information concerning DEN and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of the information provided to the Consultant.

30. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant, and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

B. If the Consultant is discharged before all the services contemplated hereunder have been completed, or if the Consultant's services are for any reason terminated, stopped or discontinued because of the inability of the Consultant to provide service under this Agreement, the Consultant shall be paid only for those services satisfactorily performed prior to the time of termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City the Consultant shall be entitled to reimbursement for the reasonable cost of the Work to the date of

termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

31. RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Consultant, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

32. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

33. NOTICES:

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to: CEO of Aviation
 Denver International Airport
 8500 Peña Boulevard, 9th Floor
 Denver, Colorado 80249-6340

And by City to: HUB Parking Technology USA, Inc.
 555 Keystone Drive
 Warrendale, PA 15086

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

34. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Consultant that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

35. ASSIGNMENT:

The Consultant shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

36. CONFLICT OF INTEREST:

The Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Consultant written notice which describes such conflict. The Consultant shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

37. GOVERNING LAW; BOND ORDINANCES; VENUE; DISPUTES:

A. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

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. All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 5-17.

38. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, the charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations.

39. 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 the Denver Municipal Airport System, including DEN. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

40. AIRPORT SECURITY:

A. It is a material requirement of this Contract that the Consultant 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. The Consultant 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 the Consultant or any of its employees, subcontractors or vendors 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 Contract for cause.

B. The Consultant shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Consultant's operations under this Contract. The Consultant shall obtain the proper access authorizations for all of its employees, subcontractors and vendors 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 the Consultant or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

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

D. The Consultant 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 Consultant fails to do so, the Consultant 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 Consultant under this Contract.

41. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

The Consultant and Consultant'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 Consultant and Consultant's agents from City facilities or participating in City operations.

42. CITY SMOKING POLICY:

Consultant 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 15 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. Consultant 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.

43. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

44. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Sections 1 through 51 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Contract Documents"):

Appendix No. 1:	Standard Federal Assurances
Appendix No. 3:	Nondiscrimination in Airport Employment Opportunities
Exhibit A:	Scope of Work
Exhibit A-1:	Existing GT AVI
Exhibit A-2:	Public Parking AVI
Exhibit B:	Scheduling, Progress Reporting and Invoicing
Exhibit B-1:	Rates, Charges and Cost-Loaded Schedule Of Values
Exhibit C:	Certificate of Insurance
Exhibit D:	Performance and Payment Bond

Exhibit E: Prevailing Wages

In the event of an irreconcilable conflict between a provision of Sections 1 through 51 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendices No. 1 and 3
Sections 1 through 51 hereof
Exhibit A
Exhibit A-1
Exhibit A-2
Exhibit B
Exhibit B-1
Exhibit C
Exhibit D
Exhibit E

45. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

46. INUREMENT:

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

47. FORCE MAJEURE:

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

48. SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any

governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

49. COUNTERPARTS OF THIS AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

50. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

51. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, 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-201415444-00

Contractor Name: HUB Parking Technology USA Inc

By: 

Name: Mark P. Kirkford

(please print)

Title: COO

(please print)

ATTEST: [if required]

By: 

Name: Harvey A. Schwartz

(please print)

Title: Regional Acc't Manager

(please print)



APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

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

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

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

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

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

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

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

Exhibit A
Scope of Work & Request for Proposal
AVI Public Express Parking
Conformed Per 7 January 2015 Meeting
8 January 2015

Part 1 General

1.01 SUMMARY

1. This conformed scope of work reflects final changes in entry and exit lanes to be equipped with equipment to facilitate AVI Public Express Parking as discussed during the meeting between DIA and HUB parking on 7 January 2015.
2. DIA has also agreed that in a number of existing locations, existing Transcore E5 readers and antennas will be relocated and / or reused and transferred from the current Ground Transportation AVI system to the new AVI Public Express Parking System. City and other non-revenue vehicles using these lanes will be enrolled in both the ground transportation AVI system and the AVI Public Express Parking system..

1.02 SCOPE OF WORK – LANE LOCATIONS

1. East Garage Exit Plaza
 - a. The east garage exit plaza currently has AVI antennas and Transcore E5 readers on lanes 1, 2, 11 and 12.
 - b. Readers and antennas on lanes 1 and 2 shall be removed and re-installed on lanes 4 and 5 and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lanes 1 and 2 shall be removed and returned to DIA for use as spares.
 - c. Reader and antenna on lane 11 shall be removed and reinstalled on lane 9 and connected to the AVI Public Express Parking System.
 - d. Furnish and install new Transcore E5 reader and antenna on lane 8 and connect to the AVI Public Express Parking System.
 - e. Existing reader and antenna on lane 12 (oversize vehicle lane) shall be disconnected and re-connected to the AVI Express Parking System. Existing

Transcore / Gatekeeper lane controller equipment for lanes 11 and 12 shall be removed and returned to DIA for use as spares.

- f. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- g. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

2. West Garage Exit Plaza

- a. The west garage exit plaza currently has AVI antennas and readers on lanes 1, 2, 15 and 16.
- b. Readers and antennas on lanes 1 and 2 shall be removed and re-installed on lanes 5 and 6 and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lanes 1 and 2 shall be removed and returned to DIA for use as spares.
- c. Reader and antenna on lane 15 shall be removed and reinstalled on lane 12 and connected to the AVI Public Express Parking System.
- d. Furnish and install new Transcore E5 reader and antenna on lane 11 and connect to the AVI Public Express Parking System.
- e. Existing reader and antenna on lane 16 (oversize vehicle lane) shall be disconnected and re-connected to the AVI Public Express Parking System.
- f. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work. Existing Transcore / Gatekeeper lane controller equipment for lanes 1 and 2 shall be removed and returned to DIA for use as spares.
- g. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

3. East Economy Exit Plaza

- a. The east economy exit plaza is currently equipped with an AVI antenna on lane 4.

- b. Reader and antenna on lanes 4 shall be disconnected from the Ground Transportation AVI system and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lane 4 shall be removed and returned to DIA for use as spares.
- c. Furnish and install new Transcore E5 reader and antenna on lane 3 and connect to the AVI Public Express Parking System.
- d. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- e. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

4. West Economy Exit Plaza

- a. The west economy exit plaza is currently equipped with an AVI antenna on lane 4.
- b. Reader and antennas on lanes 4 shall be disconnected from the Ground Transportation AVI system and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lane 4 shall be removed and returned to DIA for use as spares.
- c. Furnish and install new Transcore E5 reader and antenna on lane 3 and connect to the AVI Public Express Parking System.
- d. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- e. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

5. East Economy Entry Plaza

- a. The east economy entry plaza is currently equipped with an AVI antenna on lane zero.
- b. Reader and antennas on lanes 0 shall be disconnected from the Ground Transportation AVI system and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lane 0 shall be removed and returned to DIA for use as spares.

- c. Furnish and install new Transcore E5 reader and antenna on lane 1 and connect to the AVI Public Express Parking System.
- d. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- e. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

6. West Economy Entry Plaza

- a. The west economy entry plaza is currently equipped with an AVI antenna on lane zero.
- b. Reader and antennas on lanes 0 shall be disconnected from the Ground Transportation AVI system and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lane 0 shall be removed and returned to DIA for use as spares.
- c. Furnish and install new Transcore E5 reader and antenna on lane 1 and connect to the AVI Public Express Parking System.
- d. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- e. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

7. East Garage Entry Plaza

- a. The east garage entry plaza is currently equipped with an AVI antenna on lane 4.
- b. Reader and antennas on lanes 4 shall be disconnected from the Ground Transportation AVI system and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lane 4 shall be removed and returned to DIA for use as spares.
- c. Furnish and install new Transcore E5 reader and antenna on lane 3 and connect to the AVI Public Express Parking System.

- d. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- e. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

8. West Garage Entry Plaza

- a. The west garage entry plaza is currently equipped with an AVI antenna on lane 4.
- b. Reader and antennas on lanes 4 shall be disconnected from the Ground Transportation AVI system and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lane 4 shall be removed and returned to DIA for use as spares.
- c. Furnish and install new Transcore E5 reader and antenna on lane 3 and connect to the AVI Public Express Parking System.
- d. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- e. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

9. Pikes Peak East Entry

- a. The Pikes Peak entry plaza is currently equipped with an AVI antenna on lane 3.
- b. Reader and antennas on lane 3 shall be disconnected from the Ground Transportation AVI system and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lane 3 shall be removed and returned to DIA for use as spares.
- c. Furnish and install new Transcore E5 reader and antenna on lane 2 and connect to the AVI Public Express Parking System.
- d. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.

- e. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

10. Pikes Peak East Exit

- a. The Pikes Peak east exit plaza is currently equipped with an AVI antenna on lane 7.
- b. Reader and antennas on lane 7 shall be disconnected from the Ground Transportation AVI system and connected to the AVI Public Express Parking System. Existing Transcore / Gatekeeper lane controller equipment for lane 7 shall be removed and returned to DIA for use as spares.
- c. Furnish and install new Transcore E5 reader and antenna on lane 6 and connect to the AVI Public Express Parking System.
- d. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- e. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

11. Mt. Elbert East Entry

- a. The Mt. Elbert east entry plaza is currently not equipped for AVI
- b. Furnish and install new Transcore E5 reader and antenna on lanes 1 and 2 and connect to the AVI Public Express Parking System.
- c. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- d. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

12. Mt. Elbert East Exit North

- a. The Mt. Elbert east north exit plaza is currently not equipped for AVI
- b. Furnish and install new Transcore E5 reader and antenna on lane 1 and connect to the AVI Public Express Parking System.

- c. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- d. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

13. Mt. Elbert East Exit South

- a. The Mt. Elbert east south exit plaza is currently not equipped for AVI
- b. Furnish and install new Transcore E5 reader and antenna on lane 1 and connect to the AVI Public Express Parking System.
- c. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- d. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

14. Level 4 West Valet Entry

- a. The west valet entry is currently not equipped for AVI
- b. Furnish and install new Transcore E5 reader and antenna on lane 2 and connect to the AVI Public Express Parking System.
- c. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- d. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

15. Level 4 West Valet Exit

- a. The west valet exit is currently not equipped for AVI
- b. Furnish and install new Transcore E5 reader and antenna on lane 1 and connect to the AVI Public Express Parking System.

- c. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- d. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

16. Level 4 East Valet Entry

- a. The east valet entry is currently not equipped for AVI
- b. Furnish and install new Transcore E5 reader and antenna on lane 1 and connect to the AVI Public Express Parking System.
- c. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- d. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

17. Level 4 East Valet Exit

- a. The east valet exit is currently not equipped for AVI
- b. Furnish and install new Transcore E5 reader and antenna on lane 1 and connect to the AVI Public Express Parking System.
- c. Furnish and install all power and signal cabling and raceways including those required for network connections to readers as part of this work.
- d. DIA will provide Category 5e cabling and network connectivity to each of the AVI Public Parking System readers at this plaza.

1.03 FUNCTIONAL DESCRIPTION

1. Enrollment

- a. Enrollment in the DIA AVI parking system shall be available on-line via the internet or in person at the DIA ground Transportation holding lot.

- b. The enrollment application shall be accessible through a hyper-link from the DIA Flydenver.com web site. This PCI compliant “storefront” application shall allow applicants to enter name, address, phone, email and other contact information as well as primary and secondary credit card information. This application shall also be available to DIA administrative workstations or kiosks within DIA for the purpose of in-person enrollment.
- c. During the enrollment process the customer shall be able to create a user name and password that will allow future access to their specific account.
- d. The enrollment application shall also indicate whether or not the enrollee has an existing E470 hard case or stick-on tag on each of the vehicle(s) being enrolled.

2. Fulfillment

- a. Enrollees who indicate they have existing E470 tags on their vehicle(s) will be sent an automated email with instructions to enter the west garage parking facility and report to lane one at the west garage exit plaza to enroll their tag. An agent at the location will open the customer account record on an AVI parking workstation causing the customer’s E470 tag to be read into the customer account record. Customers will pull a parking ticket at the west entry plaza and surrender this ticket to the enrollment agent at the exit plaza.
- b. Enrollees who do not have E470 tags on their vehicles will be sent a similar email. The agent will apply a new DIA AVI parking tag to the vehicle windshield and then read the tag information into the customer’s account record.
- c. Once the fulfillment process is complete the account shall be active allowing the customer to use the AVI parking system.

3. Account Types

- a. Individual accounts shall permit individuals to enroll in the system and transact business directly with DIA.
- b. It shall be possible to establish corporate accounts which contain more than one individual AVI parker account. It shall be possible to associate a minimum of two credit cards with the corporate account that will be charged for each transaction made by customers under the corporate account. The AVI parking system shall also be configurable to have corporate charges accrue throughout the month and be billed at the end of each month.

4. AVI Parking Rates

- a. AVI parking rates shall be structured in a similar manner to rates for general public parking at locations such as the garage, economy lots, short term lots, Pikes Peak and Mount Elbert lots. Charges shall accrue on an hourly basis up to the maximum daily rate for the lot.
- b. AVI parking rates shall be set separately for each lot and may be set the same, higher or lower than standard public parking rates. The AVI parking rates shall be completely independent of the public parking rate structure.

5. AVI Parking Transactions

- a. A customer entering a parking lot with an AVI parking tag or registered E470 tag shall be checked against the AVI parker database. If the account is valid and in good standing the gate shall vend allowing the customer entry into the parking area. A customer with an account with expired credit card information shall be denied entry and will be forced to call parking operations on a hands free telephone on each lane.
- b. An AVI parking customer exiting the lot will have their tag read at the exit and fee calculated based on the rate structure for the lot and the time elapsed from the time of entry. This process shall also process the primary credit card associated with the account. If the primary card is not successful the system shall process the secondary card. The system shall store all clearing house approval information associated with the transaction. If neither card is able to be processed the system shall not vend the gate requiring the customer to call for a supervisor.
- c. The AVI parking system shall be provided with an EMAIL module that will email the customer a parking receipt to the email address on file immediately following the customer's exit from the parking system. Customers will use these email receipts for the purpose of expense reporting.

6. Customer Account Maintenance

- a. Customers shall access their individual or corporate accounts using the username and password created at the time of enrollment.
- b. Customers shall be able to update their mailing address, telephone number, credit card and other information and passwords online. Customer records shall present the customer with only the last four digits of each credit card number.

- c. The system shall allow DIA parking personnel to set a time limit for expiration of customer passwords. When this time limit has been exceeded a customer logging into their account shall be prompted to change their password.

7. Other AVI Parking System Functionality

- a. The AVI parking system shall be synchronized to the airport primary and secondary network time protocol servers.
- b. The AVI parking system shall allow DIA administrators to set a specific time for “virtual midnight”. This time of day will be set to coincide with the virtual midnight time used by the public parking and revenue control system. This time establishes the close of business between one day and the next for the purpose of reporting
- c. All AVI parking traffic between lane equipment, servers and workstations shall be TCP/IP Ethernet or UDP Ethernet. All devices used in the system shall be configured with DIA assigned IP addresses, subnet mask and gateway to allow routing of this traffic across the DIA network.
- d. On lanes containing both an AVI parking reader and an existing AVI readers shall be interconnected to prevent both readers from attempting to read the vehicle AVI tag at the same time. The AVI parking system shall be configured to treat any tag read that is not enrolled in the AVI parking system as a foreign tag.
- e. The AVI parking readers shall be interconnected with the existing Magnetic gate operator at AVI parking equipped lanes by closing a normally open contact. Some lanes will include PRCS, AVI parking. AVI and Employee parking normally open contacts connected together in an “OR” configuration so that any of the systems on the lane can vend the gate.
- f. AVI parking antennas, and reader frequency and power settings shall be tuned on each lane to provide a tag read reliability of 99.9 percent. AVI (non-parking) antennas which are repositioned under the AVI parking project and associated readers shall be adjusted to provide a 99.9 percent read reliability as part of this work.
- g. If proposed as a separate system the AVI parking system shall be architected in a client / server configuration to operate across the DIA enterprise network. Servers shall be configured in a redundant or mirrored cluster arrangement so

that failure of any single server will not affect the operation of the system. This arrangement shall permit replacement of a failed server allowing the replacement unit to automatically re-join the cluster.

8. Reservation Subsystem

- a. DIA intends to designate preferential spaces in the east and west garage for reserved parking. These spaces will be marked as reserved spaces.
- b. The reserved parking subsystem shall allow AVI parking customers to go online, reserve a space in the reserved parking area and pre-pay for this space for the number of days by credit card. This may be one of the two credit cards on file for AVI parking or a separate card.
- c. The reserved parking system shall track the specific number of space reservations in each area and the period these spaces will be occupied. The system shall limit the number of reservations for any given day to the maximum number of available spaces. Customers attempting to make a reservation for any period when the lot is full shall be provided with a message that the lot is full.
- d. The reserved parking subsystem shall provide the customer with a map and directions to the reserved parking area as well as allowing the customer to print a receipt for the pre-paid reserved parking.
- e. The AVI customer record shall be flagged when a pre-paid reserved parking reservation is made. When the customer exits the garage plaza this flag shall be checked by the system. If the flag indicates that the parking was pre-paid the gate shall be vended without processing the customer as a normal AVI parker.
- f. Proposers shall indicate what method will be used for identifying parkers that are either valid reserved area parkers or not. This may include a list of valid license plates, a permit for the dash of the vehicle that is printed at the time of reservation, a hand held portable AVI tag scanner or other means.
- g. Proposers shall address the parking reservation system as an add-alternate with separate pricing. Budget permitting, this subsystem will be authorized with a separate notice to proceed.

9. PCI Compliance

- a. The AVI parking system be certified PA DSS PCI Version 3 compliant by an approved certification provider as part of the AVI parking project. All costs for third party certification shall be included in the proposer's price. The system shall be interfaced with Chase Paymentech, the City's credit card processor. Proposers are encouraged to utilize the Chase Paymentech tokenization system or an alternative that is equally secure. The tokenization system used by Chase stores all credit card information in the Chase Paymentech system at the time of enrollment. A Chase token rather than a credit card is used by the AVI parking system as transactions are processed through Chase Paymentech.
- b. Proposers shall submit the specific security measures they will use to achieve the required level of PCI compliance.

10. Reporting.

- a. The following reports shall be required to support the AVI parking system.
 - i. Individual report by customer
 - ii. Master list of AVI parking customers
 - iii. Daily, Weekly, Monthly and Annual AVI Parking activity / revenue subtotaled by lot
 - iv. AVI Parker Inventory by Lot
 - v. Estimate that ten new reports will be required in total for AVI parking
- b. The AVI parking system shall be provided with a complete reporting software package to allow DIA parking to create new and ad-hoc reports that are not listed above. When new reports are created it shall be possible to add these reports to the list of standard reports so that they can be used in the future.

1.04 TAGS

1. A total of 5000 (five thousand) self-adhesive ISO 18000-6C windshield tags shall be provided as part of the AVI parking system.
2. Coordinate art work and branding for the tags with DIA parking. All costs associated with printing of tags shall be included in the proposer's price.

1.05 RACEWAYS AND CIVIL WORK

1. All raceways cabling and other electrical materials shall be furnished and installed as part of this work. Proposers shall include all associated cost in their proposal. All electrical work shall comply with applicable codes and DIA standards.
2. All cutting patching of concrete and roadway surfaces shall be furnished and installed as part of this work. Proposers shall include all associated cost in their proposal.

1.06 AVI PARKING OVERHEAD STRUCTURES

1. Where indicated, new AVI structures and foundations shall be provided. Structures and foundations shall be designed to current Colorado DOT standards for Traffic signal structures. All costs for the structures, support arms, antenna attachments shall be included in the proposer's price.
2. The foundation for new AVI structures shall be designed by a Colorado registered civil engineer. The cost for this engineering and cost for the foundations themselves shall be included in the proposer's price.

1.07 TRAFFIC CONTROL

1. Work at entry and exit plazas will involve working around active lanes. Provide safety vests, traffic barricades, cones, flagmen and other elements of work required for traffic control and workman safety.
2. It will be permissible to close one lane at a time if coordinated with the parking operator and DIA parking. In case of an AVI lane which is the only AVI lane at the plaza provide an attendant at the closed lane to manually vend the gate if an AVI tagged vehicle comes through.
3. Submit a complete traffic control plan for DIA review and approval at least one week prior to scheduled work at the plaza.

1.08 WORK BY OTHERS

1. DIA Technologies will provide One 10/100-base-T Ethernet connection at each AVI parking lane and workstation locations. One or more 10/100/1000-base-T connections will be provided for servers.
2. Static or dynamic signage associated with AVI parking lanes will be addressed separately.

1.09 COORDINATION

1. Coordinate all elements of work with the DIA Technologies project manager.
2. Coordinate all reporting requirements with the DIA Parking staff.
3. Coordinate all testing on entry and exit lanes with the DIA project manager, DIA parking and the parking operator.

1.10 REFERENCE STANDARDS

1. All work performed under this scope of work shall be in accordance with all applicable codes and DIA standards. .

1.11 DESIGN DRAWING REQUIREMENTS

1. Complete drawings shall be provided for all new parking AVI structure foundations and for the structures themselves. Drawings shall be signed and sealed by a Colorado registered civil engineer.
2. Provide complete drawings for all conduit, cabling and equipment installation at each AVI parking site. Drawings shall be signed and sealed by a Colorado registered electrical engineer.
3. Drawings shall be submitted in three paper sets and one electronic set in AutoCad 2013 format.

PART 2 - PRODUCTS

2.01 ANTENNAS

1. AVI parking antennas shall be Transcore AA3152 Universal Toll Antennas to match existing AVI antennas.
2. Cabling from antennas to readers shall be type LMR-400. Do not exceed sixty feet from antenna to reader
3. Cabling between antenna and reader shall be routed through the interior of the pole and support arm except where cable connects to antenna and reader.
4. Connection of cable to antenna shall be provided with a filled sunlight resistant heat shrink boot to weatherproof the connection

2.02 READERS

1. Readers shall be Transcore Encompass 5 units with all necessary hardware and firmware to read ISO 16000-6C windshield mounted tags.
2. Readers in outdoor locations shall be provided with a NEMA 4 rated steel hinged door enclosure with padlock hasp. Enclosure shall be finished gloss white

2.03 TAGS

1. Tags shall be flexible self adhesive units with a peel off backing to allow placement on the inside of vehicle windshields.
2. Tags shall contain a barcode facing the inside of the vehicle that corresponds to the unique number of the tag. Barcodes shall be scanned as tags are issued to AVI parkers at the time of enrollment
3. Tags shall be silk screened with the DIA logo and text that is readable from the inside of the vehicle reading "DIA Parking"

2.04 AVI STRUCTURES

1. AVI structures shall be hot dip galvanized factory manufactured units that comply with Colorado Department of Transportation standards for traffic signal structures.
2. Structures shall be of sufficient height to allow a minimum clearance of 17 (Seventeen) feet between the lowest part of the AVI parking antenna and the centerline of the roadway.
3. Structure arm length shall be of sufficient length to allow AVI antenna(s) to be centered on the traveled lane.
4. Structures shall be designed to survive 110 mile per hour winds.

PART 3 - EXECUTION

3.01 GENERAL

1. All software and reports developed under this project shall be fully tested and verified on a test system prior to being deployed on the live AVI parking system.

2. If AVI Parking is to be an integral part of the existing PRCS system, interfaces with the DIA PRCS system shall be tested using a simulator prior to interfacing the live production systems.
3. PCI compliance shall be fully audited and certified by a third party organization unless such certification is already in place. In the later case, copies of this certification shall be provided to the DIA project manager.

3.02 AS-BUILT DOCUMENTS / CONFIGURATION DOCUMENTATION

1. Provide three on-site training sessions for DIA and parking operator staff not exceeding four hours each. Operating instructions shall be provided in both hard copy and soft copy form to allow further reproduction and distribution by DIA.
2. Provide full documentation of the AVI parking system to include layout drawings for each site, wiring diagrams and a complete system block diagram.
3. Provide a spreadsheet reflecting each item of AVI parking equipment, the device name and location, IP address, subnet mask and default gateway.

End of Conformed Scope of Work

Revision History:

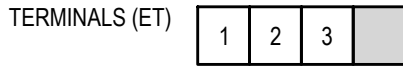
8 January 2015

Original Issue

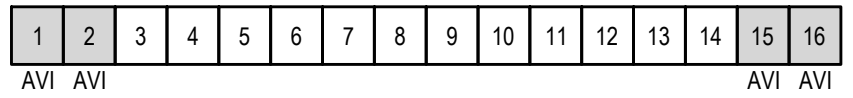
EXISTING GT AVI

UPDATED 05.13.2015

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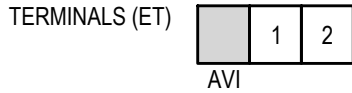
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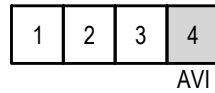
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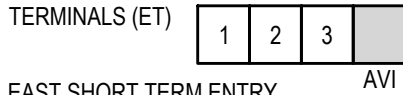
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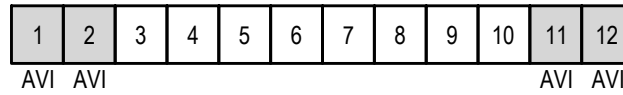
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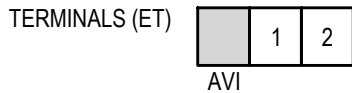
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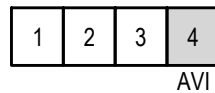
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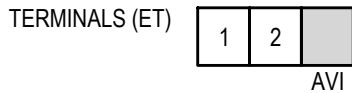
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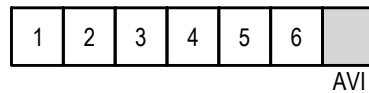
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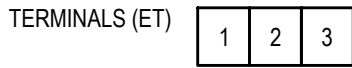
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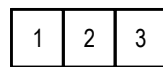
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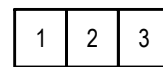
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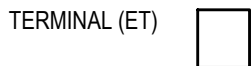
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**2 UNSTAFFED LANES
1 CREDIT CARD LANE**



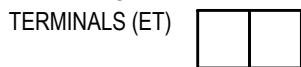
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EAST VALET EXIT



VALET WEST ENTRY



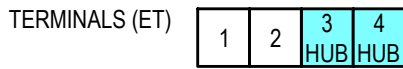
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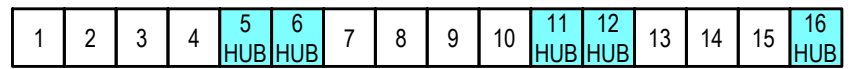
PUBLIC PARKING AVI

UPDATED 05.13.2015

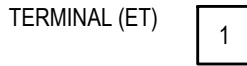
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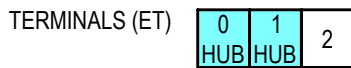
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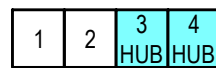
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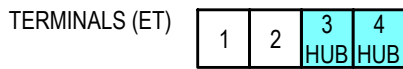
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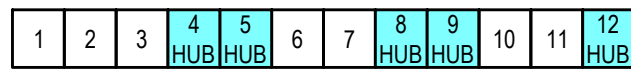
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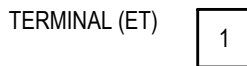
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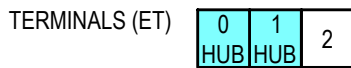
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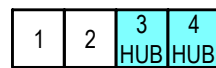
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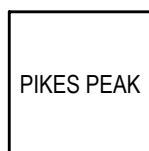
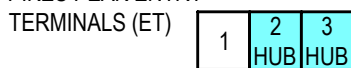
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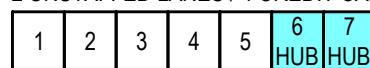
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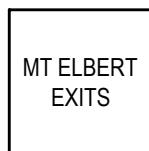
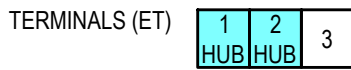
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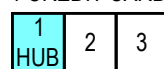
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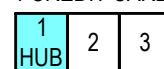
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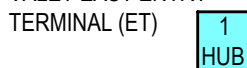
**2 UNSTAFFED LANES
1 CREDIT CARD LANE**



**2 UNSTAFFED LANES
1 CREDIT CARD LANE**



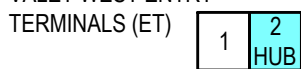
VALET EAST ENTRY



EAST VALET EXIT



VALET WEST ENTRY



WEST VALET EXIT



EXHIBIT B

SCHEDULING, PROGRESS REPORTING AND INVOICING

AGREEMENT NUMBER: PLANE-201415444-00

AVI PUBLIC EXPRESS PARKING

A. INTRODUCTION

This Exhibit B describes the Consultant's obligations to prepare and submit schedules and progress reports, control its budget, and submit invoices. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Project. In the "payment for progress" concepts described herein, the Consultant schedules the work and identifies the resources (costs and man-hours) that will be required to complete each scheduled phase, or "Payment Milestone". Those resources are totaled for each phase. A Maximum Contract Liability has been developed for the project as described in the Agreement. The Consultant then measures monthly progress and prepares invoices on the basis of completion of each phase of the project.

B. WORK SCHEDULE

B.1 Not later than 15 days after receiving the Notice to Proceed, the Consultant shall submit to the City a preliminary Final Work Schedule in time-scaled bar chart format. The schedule shall be resource loaded (cost and man-hours). This schedule shall include all of the tasks that the Consultant must perform to complete the Consultant's Scope of Work described in Exhibit A of this Agreement. It shall also identify activities or actions that must be performed by the City and third parties which would affect the Consultant's Work.

B.2 The schedule shall identify completion dates for phases and submittals shown in the Consultant's Scope of Work (Exhibit A) in the Agreement.

B.3 The City will provide its comments to the Consultant within seven days after the preliminary Final Work Schedule is submitted. The Consultant shall incorporate the City's comments in the Final Work Schedule.

B.4 Not later than 30 days after Notice to Proceed, the Consultant shall submit to the City the Final Work Schedule. The approved Final Work Schedule will provide the baseline for determining monthly progress for the Work and preparing invoices after it has been submitted and approved.

B.5 Immediately following the Notice to Proceed and throughout the Project, the Consultant shall submit to the Project Manager a rolling one month look-ahead schedule every month for the following month's work. The schedule all work identified in the Final Work Schedule for the Project.

C. INVOICES AND PROGRESS PAYMENTS

C.1 The Consultant shall prepare a matrix indicating the proposed fees for each phase, project or task within the Project Scope of Work, deliverables and identification of reimbursable subconsultant fees and expenses.

C.2 The City will provide the Consultant with the outline invoice forms in Microsoft Excel format. The Consultant shall provide to the Project Manager a completed invoice for the Project Manager to review

and approve not later than 14 days after Notice to Proceed. This invoice will identify the measurement that will be used to measure progress for each phase of the Project

C.3 The Consultant shall invoice the City for the project on a monthly basis. The worksheets that the Consultant uses to calculate progress for each phase must be included with each copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used.) One original and one copy shall be submitted each month. The copy shall be submitted directly to the Project Manager. The original shall be submitted to DIA Technical Services.

C.4 The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment received for services performed during the prior billing period.

C.5 Five percent (5%) of the total amount of each invoice shall be withheld from each progress payment. The amount withheld shall be paid to the Consultant after the Consultant completes all submittals required by each Project, submittals have been approved, and the Consultant has provided all lien releases for that Project.

C.6 The Project Manager will review all invoices and, in the event the Project Manager disagrees with the invoiced progress, will notify the Consultant. The Consultant and the Project Manager will meet by the 25th of the month to discuss the reasons for the disagreement and whether a portion of the payment for the phase of the project should be deferred. The Deputy Manager shall have the authority in his sole and absolute discretion to withhold portions of any progress payment request if he determines that the progress claimed for any phase in the invoice has not been achieved.

C.7 In accordance with requirements set forth in this Agreement the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:

Certificate of Insurance

Subconsultant Agreements, if applicable

Final Organizational Chart

Authorization forms for any key Professional Personnel Assignment who is not already approved in this Agreement

Certifications of M/WBE subconsultants with date of expiration noted, if applicable

Name and title of persons authorized to sign for the Consultant.

D. MONTHLY PROGRESS REPORT DEVELOPMENT

D.1 The Consultant shall submit to the Project Manager two copies of the Monthly Progress Report with its invoice. The report shall be in letter-size format. This report shall contain the following sections:

- **Summary**
 - ▶ Executive Summary
 - ▶ Work Schedule
 - ▶ Cost Status
 - ▶ Schedule or budget revisions or other remedial actions
 - ▶ Subcontract and Affirmative Action Goals Status.

■ **Status of Project**

- ▶ Project Schedule
- ▶ Activities Planned for next Month
- ▶ Monthly Activity and Accomplishments
- ▶ Identification and Analysis of any Scheduling, Coordination, or Other Problem Areas
- ▶ Copies of Incoming and Outgoing Correspondence Logs.

D.2 The Project Manager will establish the exact format and detail level required for the Monthly Progress Report jointly and the Consultant within 14 days after Notice to Proceed based on a proposed format prepared by the Consultant. The report shall describe task completion status in terms of original plan, actual work achieved, a forecast of time-to-complete tasks, and any expected task budget or schedule completion variances.

D.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the current Monthly Progress Report.

E. SCHEDULE CHANGES AND INCREASES IN PROJECT AMOUNT

Any requests for schedule changes or increases in Project Amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases. All schedule changes or increases in compensation shall be approved in advance and in writing by the City.

F. CORRESPONDENCE CONTROL

All correspondence, including transmittals, between the Consultant and the City, subconsultants, contractors, subcontractors, major permanent material vendors, and other entities with participation in the design or construction of the Project shall be serialized. The Consultant shall maintain individual incoming and outgoing correspondence logs for each entity. The Consultant may not correspond with construction contractors or subcontractors or suppliers without prior written approval by the Project Manager for each correspondence. The Consultant shall provide, at the request of the Project Manager, copies of all correspondence related to its work under the Agreement.

Within seven days of Notice to Proceed, the Consultant shall submit to the Project Manager its proposed method of correspondence control that it shall immediately institute upon receipt of written approval from the Project Manager.

H. SUMMARY OF CONTRACT PROJECT CONTROL REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTORS

Prior to First Invoice (submittals required):

1. Certificate of Insurance, subconsultant Agreement(s), Final Organizational Chart, Authorization Forms for Key Personnel Assignments. M/WBE Certification with date of expiration noted.
2. Name and title of persons authorized to sign for Consultant

Within Seven Days After Notice to Proceed (submittals required):

1. Correspondence control methods
2. Invoice and Progress Payment format
3. Work Schedule and Phase List formats

Within 14 Days After Notice to Proceed:

1. Consultant shall meet with the Project Manager for a Pre-Work Meeting
2. Consultant shall submit its proposed Monthly Progress Report format

[EXHIBIT B-1 – Pricing, follows this page]

A Proposal to:

Department of Aviation
City & County of Denver
Denver International Airport

A Proposal for:

Request for Proposal No. 201415444
Dated March 14, 2014
AVI Public Express Parking

April 8, 2014

Revised 2-11-2015

Revised 2-16-2015

Revised 2-20-2015

Valid for 30 Days

Harvey Schwartz
New Town Commerce Center
3921 SW 47th Avenue, Suite 1010
Mobile: 216.496.4834
Office: 724.772.2400 x 2010
Fax: 954.583.6609
Harvey.schwartz@ctrparking.com

General Description:

Provide AVI System per the RFP documents at the Parking Areas included in the scope of work Exhibit A, Scope of Work

	Parking Areas Listed in Pages 49 & 50 item 6.		Price
a.	East Garage Public Parking Area		\$355,759.00
b.	West Garage Public Parking Area		\$355,759.00
c.	East Economy Public Parking Area		\$198,560.00
d.	West Economy Public Parking Area		\$198,560.00
	Sub-Total former base bid areas		\$1,108,638.00
	Parking Areas Listed in Page 50 item 7.		
a.	East Short Term Parking Level Four	N / A	\$0.00
b.	West Short Term Parking Level Four	N / A	\$0.00
c.	East Valet Parking Level Four		\$68,850.00
d.	West Valet Parking Level Four		\$68,850.00
c.	Pikes Peak Shuttle Parking Lot		\$122,144.00
d.	Mt. Elbert Shuttle Parking Lot		\$142,612.00
	Sub-Total former option areas		\$402,456.00
	Total Project		\$1,511,094.00

continued

Assumptions

- All necessary permits will be provided by HUB by means of its M/WBE Electrical sub-contractor
- HUB to perform as Prime Contractor and will sub-contract for electrical through local M/WBE sub-contractor
- Airport network and connection ports provided by Airport
- Sales Tax is included in the above prices

Exclusions

- Airport network, network connection
- Roadways

Delivery: per RFP requirements

Warranty: One year warranty coverage is on Parts and on-site Labor.

Tax: Colorado sales tax of 3.62 % is included in above price.

Terms: AIA Schedule of Values & Percentage of Completion

Client Number:

Acceptance of Proposal

Denver International Airport

HUB Parking Technologies USA Inc.

By: _____
(Signature)

By:  _____
(Signature)

Name:
Title:

Name: Harvey A. Schwartz
Title: Regional Account Manager

Date: _____

Date: 2-20-2015

EXHIBIT C

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201415444 – AVI Public Express Parking

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

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

- 1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence: \$1,000
General Aggregate Limit: \$2,000
Products-Completed Operations Aggregate Limit: \$2,000
Personal & Advertising Injury: \$1,000
Fire Damage Legal - Any one fire: \$1,000

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

- 1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

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

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

\$9,000

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

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Professional Liability including Cyber Liability for Errors and Omissions

Minimum Limits of Liability (In Thousands)

Per Claim

\$1,000

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

1. The insurance shall provide coverage for the following risks:
 - a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
 - b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
3. Any cancellation notice required herein may be provided by either certified or regular mail.
4. The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured
5. Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

Builders' Risk Insurance or Installation Floater

Minimum Limits of Liability (In Thousands)

Completed Value Basis

Unless otherwise provided, the Insured shall purchase and maintain, in a company or companies lawfully authorized to

do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis.

- a. Policy must provide coverage from the time any covered property becomes the responsibility of the Insured, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- b. Such Builders' Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until formal acceptance of the project by the owner (DIA) or the placement of permanent property insurance coverage, whichever is later.
- c. The Builders' Risk insurance shall include interests of the Denver International Airport and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.
- d. The Builders Risk insurance shall be written on a **Special Completed Value** Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading.
- e. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. City and County of Denver Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until acceptance of the project by the City.
- f. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

The deductible shall not exceed \$25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, or volcano.

III. ADDITIONAL CONDITIONS

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- 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.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- 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.

EXHIBIT D

**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 _____
_____ Dollars (\$_____),
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 the construction of **CONTRACT NO. «CONTRACT_NO» «PROJECT_NAME»**, 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, 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, and expenses which it may incur in making good any default based upon the failure of the
Contractor to fulfill its obligation to furnish maintenance, repairs 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:
Attorney for the City and County of Denver

By: _____
Assistant City Attorney

**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 E



DENVER
THE MILE HIGH CITY

Career Service Authority

Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton Staff HR Professional
DATE: Friday January 9, 2015
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Highway rates issued by CSA.

The effective date for this publication is **Friday January 9, 2015** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO150019
Superseded General Decision No. CO20140019
Modification No. 0
Publication Date: 1/2/2015
(8 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program, which has received prior approval, by the DOL. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

For questions call (720) 913-5018

Attachments as listed above.

(Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 24.73	9.15
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 24.73	9.15
(3)-Motor Grader (blade-rough) Douglas County.....	\$ 24.73	9.15
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 24.88	9.15
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 24.88	9.15
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 25.04	9.15
(5)-Motor Grader (blade-finish) Douglas County.....	\$ 25.04	9.15
(6)-Crane (91-140 tons).....	\$ 25.19	9.15

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01

LABORER

Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
Install Signs, Arrow		
Boards and Place		
Stationary Flags) (Excludes		
Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87

POWER EQUIPMENT OPERATOR:

Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67

Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
-------------------	----------	------

Mechanic.....	\$ 26.48	3.50
---------------	----------	------

Multi-Purpose Specialty &

Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43	3.22
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Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Career Service Authority

Supplemental to the Davis-Bacon HIGHWAY Construction Projects rates

(Specific to the Denver Projects)

(Supp 35, Date: 01-13-2012)

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.