

# Surface Lots Parking Management Agreement

## AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SP PLUS CORPORATION**, a Delaware corporation, doing business at 1801 California Street, Suite 2775 Denver, CO 80202 (the “Contractor”), collectively “the Parties.”

### WITNESSETH:

**WHEREAS**, the City requires an able and experienced professional parking company to operate and manage the City’s surface parking lots (Lots); and

**WHEREAS**, a comprehensive Request for Proposals (RFP) has been promulgated by the City and proposals from potential long-term operators of the City’s Lots have been received and reviewed by the City and the Contractor has, pursuant to its Proposal, offered to provide such services to the City; and

**WHEREAS**, the Contractor possesses the requisite experience and expertise in operating and managing off-street parking facilities, and is ready, willing and able to undertake and manage the Lots as an independent contractor under the general direction of the City;

**WHEREAS**, the City desires to enter into this Management Agreement with the Contractor to provide for the management and operation of the Lots; and

**NOW, THEREFORE**, in consideration of the mutual agreement of the parties, and incorporating these recitals as part of the agreement, it is understood and agreed as follows:

1. **AUTHORITY**: The City’s Executive Director of Public Works (hereinafter “Director”) is the City’s representative responsible for authorizing and approving the work performed under this Agreement. The Director hereby designates the Manager of Parking and Mobility Services, or the appointed contract monitor, or designee (hereinafter “Manager”) as the Director’s authorized representative for the purpose of the day-to-day administration and oversight of this Agreement. The Contractor shall also designate an authorized representative for the purpose of the day-to-day management of the Lots and the performance of this Agreement.

2. **DESCRIPTION OF FACILITIES**:

**Acme Lot - 1430 14th Street**

35 parking spaces serving public paid parking for the Central Business District, Auraria Campus and events in the vicinity. Monthly Permit parking is also available in this lot.

**Auraria Lot - 1310 Larimer Street**

53 parking spaces serving public paid parking for the Central Business District, Auraria Campus and events in the vicinity.

**Bannock Lot - 1345 N. Bannock Street**

33 parking spaces serving public paid parking for the Central Business District, the Golden Triangle, Government Campus, and events in the vicinity, including Civic Center Park.

**Chestnut Lot - 2004 Chestnut Place**

48 parking spaces serving public paid parking for the Prospect neighborhood, the Union Station neighborhood, and Coors Field.

**Firehouse Lot - 1322 Blake Street**

58 parking spaces serving public paid parking for the Central Business District, Auraria Campus and events in the vicinity. Monthly Permit parking is also available in this lot.

**North Elati Lot - 1395 N. Elati Street**

75 parking spaces serving monthly permit parking. Public paid parking for adjoining businesses and buildings as well as special events at Civic Center Park and vicinity.

**South Elati Lot - 1309 N. Elati Street**

35 parking spaces serving public paid parking for the Central Business District, the Golden Triangle, Government Campus, and events in the vicinity, including Civic Center Park.

3. **OPERATION AND MAINTENANCE OF LOTS:** It is the intent of the City that the Lots be professionally managed and maintained so as to ensure the utmost in courteous and prompt service to the general public. The Contractor shall provide adequate personnel for operation of the Lots and shall comply with the Scope of Work set out as Exhibit A, attached hereto and incorporated herein by reference. The City will comply with the City Responsibility provisions contained in the Scope of Work. Contractor shall in addition work with representatives of Parking and Mobility Services to develop and modified the comprehensive Scope of Work, as needed, during the Management Agreement, which may be approved by the City in its sole discretion. Such modified Scope of Work, if and when approved by the City pursuant to Article 11 hereof, shall be incorporated by reference into Exhibit A without the need

for amendment of this Management Agreement, provided, however, that no such modification to the Scope of Work shall be effective until copies of the modified Exhibit A, as applicable, have been delivered to the Contractor. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

4. **TERM:** This Agreement shall have an initial term of three (3) years commencing on September 1, 2017 and terminating on August 30, 2020. This Agreement is subject to unilateral options by the City to renew for an additional two (2) year period, which option shall be exercised by the amendment of this Agreement. The City shall have the option, in its sole discretion, to terminate this Agreement in the several manners set out in Article 19 of this Agreement. It is understood and agreed that any reference to “month,” “calendar month” or “monthly” in this Agreement or any exhibit shall be deemed to mean the term established herein unless the context otherwise requires.

5. **COORDINATION AND LIAISON:** The Contractor understands that the Lots could be utilized in part to provide parking for patrons and staff of the several City agencies. However, the Contractor understands and agrees that during the term of this Agreement it shall fully coordinate all services hereunder exclusively with the City, through the Manager or as otherwise directed by the City. The Contractor understands that the Manager or designee is the City’s representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated, subject to the final authority of the Manager. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Manager shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement.

6. **LOTS ACCESS AND SECURITY:**

a. The Contractor shall comply with all rules, regulations, written policies and authorized procedures from the City as outlined in the Scope of Work. The Contractor shall conduct all of its activities at the Lots in compliance with the security program for the Lots, which is administered by the City.

b. The Contractor shall obtain all proper and required access authorizations (i.e., badges, keys and permits) for all of its officers, employees, subcontractors, and suppliers who will enter the Lots to perform work under this Agreement, undertake repairs or make pickups or deliveries, or who will have access to plans and layouts of the Lots, and shall be responsible for each such person’s compliance with all security obligations imposed on such

officers, employees, subcontractors and suppliers by the City or the State or federal governments, including but not limited to background checks and criminal history investigations as required. Approved costs relating to the security or background checks, and the preparation of identification badges, keys or permits for each officer, employee, subcontractor and supplier shall be a reimbursable expense hereunder. All required security information shall be updated on at least a weekly basis and provided to the City as required. Any person who violates security obligations of the City or any other security requirements of the State or federal governments at the Lots shall be subject to immediate revocation of his access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person, and the Contractor may be held in default of its Agreement by the City in that event, if unable to perform its required contractual services.

c. The security status of the Lots is subject to change without notice. Should the security status of the Lots change at any time during the term of this Agreement, a written notice shall be issued to the Contractor detailing all applicable security modifications. The Contractor shall take immediate steps to comply with these security modifications.

d. The Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access badges, keys or permits issued to it for any area of the Lots, whether or not restricted, and all badges, keys or permits issued to its officers, employees, subcontractors and suppliers. The Contractor shall immediately report to the City any lost, stolen or disappeared badges, keys or permits. Failure to so report shall be deemed a material breach of the Agreement, in addition to subjecting the Contractor to any other sanction imposed by law, and the City shall be entitled to terminate the Agreement immediately if the matter is not immediately resolved to the sole satisfaction of the City.

7. **CONTRACTOR FEE(S)**: The Contractor's fee during the Term of this Agreement is set out in Exhibit D, in addition to optional incentive fees, and as described below:

a. **Reimbursable Expenses**: The reimbursable expenses allowed under the Agreement are contained in the Scope of Work, Exhibit A.

b. **Invoicing**: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City as outlined in the Scope of Work. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

c. **Maximum Contract Amount**:

- (1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED AND TWENTY THOUSAND DOLLARS AND ZERO CENTS** (\$920,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in the Scope of Work, **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.
- (2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

8. **REMITTANCE TO CITY:** It is understood that Contractor shall remit all gross receipts from the operations hereunder directly to the City, where such receipts shall be kept in City accounts. All interest accruing on such gross receipts shall be the property of the City. Contractor shall operate the Lots, providing personnel and incidental supplies and equipment, and shall collect all gross receipts and deposit them to the City account. Weekend courier deposits may be warranted and shall be utilized if so warranted. For the purposes of this Agreement, "gross receipts" shall include, without limitation, all revenues generated at the Lots from any source, including, but not limited to, fees from all parking operations at the Lots, parking space leases, parking violations, penalties, vending, and advertising. Within fifteen (15) calendar days following the close of each calendar month, Contractor shall submit to the City a detailed statement for the previous month's gross receipts collected from the Lots and an itemized statement of approved reimbursable Operating Expenses in a format approved by the City. Contractor will submit the statements to Parking and Mobility Services, 201 W. Colfax Avenue, Dept. 508, Denver, Colorado 80202.

9. **OPERATING EXPENSES AND REIMBURSEMENT TO CONTRACTOR:** The Contractor shall pay all operating expenses for the Lots, as set forth elsewhere in this Agreement and Exhibit A, including but not limited to the Annual and Monthly Budget and Reporting items referenced in Exhibit A. In addition to the fees referenced in Article 7 above, the Contractor shall be reimbursed by the City only for approved Operating Expenses as set out in Exhibit A, Scope of Work.

10. **USE OF LOTS:** The Lots shall be operated for the principal purpose of supplying off-street parking for motor vehicles and the charging of a fee therefore, provided, however, that without charge therefore, Contractor may, as determined solely by the City, supply off-street parking for motor vehicles to employees of Contractor during the hours such employees are engaged in performing duties hereunder for Contractor.

11. **LOTS PARKING RATES AND HOURS OF OPERATION:** Contractor agrees to charge parking fees as set forth in Exhibit A, Scope of Work, attached hereto and incorporated herein, and to operate the Lots and to keep said Lots open for business during the hours of operation set forth in the said attached Scope of Work. Any changes in the Schedule of fees, rates, and the required hours of operation shall be requested in writing by the Contractor to Parking and Mobility Services, 201 W. Colfax Avenue, Dept. 508, Denver, Colorado 80202. Said fees, rates, or hours of operation may be changed without amendment of this Agreement only following a review and recommendation by Parking and Mobility Services, and only with the approval of the Manager in his/her sole discretion. Contractor will review all rates semi-annually at a minimum and provide recommendations to the Manager for any proposed changes to rates.

12. **TITLE TO LOTS:** Title to the Lots and all appurtenances shall remain at all times wholly in the City and the Contractor shall obtain no lessee or licensee status under this Agreement.

13. **CITY'S RIGHT TO INSPECT AND MAKE REPAIRS OR ALTERATIONS:** The City shall have the right, as determined solely by the City, to:

- a. Inspect the Lots at any time to determine whether Contractor has complied and is complying with the terms and conditions of this Agreement.
- b. Perform the required maintenance services and make all necessary repairs and replacements to the Lots that are the City's responsibility.
- c. Perform maintenance and make repairs and replacements in any case where the City solely determines, after actual notice, that it is necessary or desirable to do so in order to preserve the safety or integrity of the Lots or to correct any condition likely to cause injuries or damages to persons or property.

14. **CONTRACTOR AWARENESS OF ALL REPAIRS OR ALTERATIONS:** It is understood that actions undertaken by the City in accordance with the provisions of Article 13 may have the effect of temporarily or permanently restricting, altering or modifying access to or use of portions of the Lots during the hours of operations by Contractor. It is also understood that such operations may alter or modify the necessary requirements for safe and efficient utilization of the Lots by Contractor or by those persons in the Lots by authorization of Contractor. Contractor shall make itself aware of all such actions of the City and their effect on

the Lots, and shall take all necessary steps to modify its operation in response to such activities, so as to maintain the safe and efficient operations of the Lots.

15. **PLACE AND MANNER OF PAYMENTS:** In all cases where the City is required by this Agreement to make payments to Contractor, such payments shall be made to Contractor or to such other place as may hereafter be designated by notice in writing to the City, and shall be made in legal tender of the United States, by warrant payable in legal tender of the United States. The Lots revenue collected for the City by Contractor will be deposited, during normal working hours to a City account determined by the City.

16. **ACCOUNTS AND RECORDS:** Contractor shall keep within the corporate limits of the City true and complete records and accounts of all gross receipts and business transacted, including daily collection receipts and bank deposits, and monthly furnish a true and accurate financial statement for the preceding month, as well as a report based on the Agreement term(s) to date of all such receipts and business transacted (showing the authorized deductions or exclusions in computing the amount of such gross receipts and business transactions), which statement shall be certified by an authorized representative of Contractor to be correct. Contractor agrees to establish and maintain a system of accounting and records management satisfactory to the City's Auditor and to give the City access at any time to such books and records. Contractor also agrees, as part of Scope of Work, to develop a system of reports satisfactory to the City. The following liquidated damages calculations may apply at the City's sole discretion to the provision of such reports. The parties have fully discussed these liquidated damage amounts and are in full agreement as to their assessment and operation. The amount of One Hundred Dollars (\$100.00) per document page may be assessed against the Contractor, per occurrence, as liquidated damages and not as a penalty in the event of receipt by the City from the Contractor of flawed or erroneous reports or financial packages. In addition, the amount of One Hundred Dollars (\$100.00) per calendar day may be assessed against the Contractor as liquidated damages and not as a penalty in the event that Contractor reports or financial packages are not available to the City by the due dates specified in this Agreement, or, if requested by the City, are not available within twenty-four (24) hours of such request. The City otherwise reserves all of its legal and equitable rights with respect to any breach or default of this Agreement. Contractor agrees that it will keep and preserve within the corporate limits of the City for at least three (3) years from the date of generation all sales slips, cash register tapes, sales books, bank books, or duplicate deposit slips, complete cashier reconciliations and other evidence of gross receipts and business transacted for such period, whether in hard copy or electronic format. For records stored off-site, these records must be available for review not later than one (1) week following a request by the City. The City's Auditor and Director and their respective authorized representatives shall have the right, at any time, and from time to time, to review or audit all of the books of account, bank statements, daily parking records, documents, records, returns, papers, and other referenced files of Contractor relating to gross receipts and

business transacted and Contractor, on request by either, shall make all such items available for such examination at the Contractor's address herein. If the City shall make or have such an audit for any year, and the gross receipts and business transacted shown by Contractor's statement for such year should be found to be understated by more than one percent (1%), Contractor shall pay to the City the cost of such audit. The City's right to have such an audit made with respect to any year shall expire three (3) years after the Contractor's statement for such year shall have been delivered to the City. Contractor shall provide to the City monthly reports as deemed necessary by the City in its sole discretion, upon written request of the City.

17. **MONITORING AND EVALUATIONS:** All performance by the Contractor hereunder shall be monitored and evaluated by the City on a monthly basis during the term or any renewal hereof. The City will prepare, utilizing such City staff and/or such consultants as it deems necessary in its sole discretion, a monthly evaluation report of the Contractor's performance. Two (2) consecutive unsatisfactory evaluations of the Contractor by the City shall be deemed to constitute a material breach of the Agreement by the Contractor.

18. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

19. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon sixty (60) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.



d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, data, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

e. The Contractor shall have the right to terminate this Agreement in the event that the City fails to make payments as required under this Agreement.

20. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

21. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

22. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is

unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**b. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**c. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**d. Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

**e. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**f. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**g. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**h. Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**i. Garage Keeper's Liability:** Contractor shall maintain Garage Keepers Liability insurance with limits of \$1,000,000 aggregate.

**j. Additional Provisions:**

(1) For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (c) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (ii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate

limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**23. DEFENSE AND INDEMNIFICATION:**

**a.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and 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 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 Contractor 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.** Contractor’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. Contractor’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 cause of claimant’s damages.

**c.** Contractor 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 Contractor under the terms of this indemnification obligation. The Contractor 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.

24. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges 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 Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

25. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

26. **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

27. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

28. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

29. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

30. **CONFLICT OF INTEREST**:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

31. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Manager of Parking and Mobility Services, or Designee  
201 West Colfax Avenue, Dept. 508  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

32. **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor 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 Contractor 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 sub-consultant or subcontractor that fails to certify to the Contractor 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 either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

33. **DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

34. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

35. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

36. **COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

37. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.



38. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

39. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

40. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

41. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

42. **CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

43. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

44. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

45. **COUNTERPARTS OF THE AGREEMENT:** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

46. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by 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.

47. **LIVING WAGES:**

a. Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-80 *et seq.*, D.R.M.C.

b. The Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., a living wage as provided in § 20-80, D.R.M.C. Living Wage schedule incorporated herein as Exhibit C.

c. In accordance with § 20-80(b) and (d), D.R.M.C., the following mandatory provisions are included:

1. The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-80(b) and (c) to be the prevailing wages.

2. The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 *et seq.*, or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in living wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. Decreases in living wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in living wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

3. The Contractor and its subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

4. The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subcontractors working under the contract.

5. If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

6. The Contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

7. The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

8. If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

48. **PERFORMANCE BOND:** Contractor shall deliver to the City upon the execution of the Agreement and shall at all times during the term of this Agreement maintain in effect a valid performance bond payable to the City and County of Denver in the amount of Fifty Thousand Dollars (\$50,000.00) with surety acceptable to and approved by the City, which bond shall be conditioned upon Contractor fully and faithfully performing and carrying out the terms and provisions of the Agreement, and paying over of all monies and delivering all property coming into Contractor's possession or control belonging to the City, and fully defending, indemnifying, and saving harmless the City against all loss of every kind and nature resulting from the breach of any of the terms, covenants and conditions of the said Agreement on the part of the said Contractor to be performed; PROVIDED, THAT if at any time during the term of the Agreement, in the opinion of the City in its sole discretion, the amount of the bond required herein is insufficient to properly protect the City from loss hereunder, the City may require the bond then in effect to be increased. Such bond shall in no way prejudice the operation or effect of other insurance required to be carried by Contractor hereunder. No insurance hereunder shall be secondary to the operation of the said bond. The City may elect in its sole discretion as to coverage by the said bond and/or insurance.

49. **HAZARDOUS MATERIALS:** Contractor shall not cause any hazardous waste, hazardous substance, oil, and petroleum products and their by-products ("Hazardous Materials") to be brought upon, kept, or used in or about the Lots by Contractor, its agents, employees, contractors. The term Hazardous Materials shall also encompass materials defined as "Hazardous Substances". Contractor shall not cause the discharge, leaking, or emitting of any material into the atmosphere, ground, sewer system or any body of water, if that material (as is determined by the City, or any other governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located at the Lots or elsewhere; or (b) the condition, use, or enjoyment of the Lots or any other real or personal property. It is understood that in the operation of the Lots, certain minimal incidental amounts of motor oil, transmission fluid, coolant, brake fluid, or other substances directly associated with the component systems of a motor vehicle driven by an internal combustion engine or a hybrid gasoline/electric system may leak from motor vehicles within the Lots onto the driving or parking surface of the Lots, which leakage is excluded from the coverage of this Article 49. However, any such leakage not emanating directly and solely from such internal combustion engine or component systems of such motor vehicle shall be covered by this Article. Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept at the Lots by Contractor, and Contractor shall give immediate notice to the City of any violation of the provisions of this Article. Contractor shall defend, indemnify, and save and hold harmless City and its officers, agents and employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise,

arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the Lots or the personal property, persons, animals, or otherwise located in or on the Lots, and which Hazardous Material came to be present in the Lots during the period of this Agreement; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Hazardous Material; (c) any lawsuit brought or threatened, settlement reached, or government order relating to the Hazardous Material referenced above; or violations of any laws applicable thereto; provided, that such actions are related to actions or omissions of the Contractor or its officers, agents and employees. The provisions of this Article shall be in addition to any other obligations and liabilities Contractor may have to City at law or equity and shall survive the transactions contemplated herein and shall survive the termination of the Agreement.

50. **CREDIT CARD COMPLIANCE AND INDEMNIFICATION.**

a. Contractor agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines, defined below, and comply in full with the terms and conditions set out in this Section 50. The Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations, and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines"). All service providers that Contractor uses under the Contract must be recognized by VISA as compliant with PABP.

b. The Contractor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Contractor shall immediately notify the City in writing, and shall provide, at Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

c. Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor's system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.

d. The Contractor must provide quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City's sole discretion, allow the City's contracted PCI DSS compliance auditor full access to the Contractor's system(s) at any time to provide this verification to the City. If any Association requires an audit of Contractor or any of Contractor's Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event, Contractor agrees to cooperate with such audit and agrees to pay for the costs of such audit and the City's reasonable costs relating to such audit, including attorney's fees.

e. No review, approval, or audit by the City shall relieve the Contractor from liability under this section or under other provisions of this Agreement.

f. In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor, to the extent that its performance of this Agreement includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this Contractor covenants to defend and indemnify, the City and the Contractor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

EXHIBIT A SCOPE OF WORK

EXHIBIT B CERTIFICATE OF INSURANCE

EXHIBIT C LIVING WAGE SCHEDULE

EXHIBIT D CONTRACTOR'S FEE SCHEDULE

**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 \_\_\_\_\_

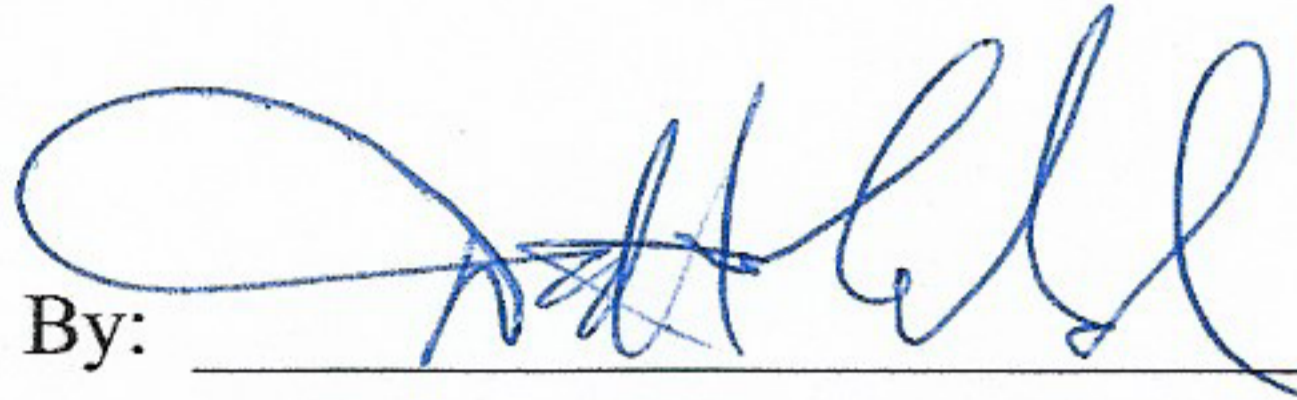
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201734150-00

**Contractor Name:** SP PLUS CORPORATION

By: 

Name: DAVID H. LOMBARDI  
(please print)

Title: SENIOR VICE PRESIDENT  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)





**EXHIBIT A**

**SCOPE OF WORK /  
STANDARD OPERATING PROCEDURES**

**FOR**

**CITY SURFACE PARKING LOTS**

This Scope of Work/Standard Operating Procedures (here in-after referred to as the “SOW/SOP”) for surface parking lot management is between the City and County of Denver (here in-after referred to as the “City”) and a qualified professional parking management operator (here in-after referred to as the “Contractor”).

By terms of this Management Agreement, the Contractor will operate seven (7) parking lots (hereinafter “Lots,” or individually as “Lot”), described below, on behalf of the City. This document constitutes the basic scope, guidelines, standards, and specific procedures for the operation and maintenance of the Lots that the City requires the Contractor to meet. These standards and procedures are subject to change at the discretion of the City by written notification from the Manager of Parking Operations, or its designee (“Manager”). Failure to comply with the terms of this SOW/SOP may be considered a breach of this Agreement.

The seven (7) surface public parking lots are:

- 1) **Acme Parking Lot** – 1430 14<sup>th</sup> Street, Denver, Colorado
- 2) **Auraria Parking Lot** – 1310 Larimer Street, Denver, Colorado
- 3) **Bannock Parking Lot** – 1345 North Bannock Street, Denver, Colorado
- 4) **Chestnut Parking Lot** – 2004 Chestnut Place, Denver, Colorado
- 5) **Firehouse Parking Lot** – 1322 Blake Street, Denver, Colorado
- 6) **North Elati Parking Lot** – 1395 North Elati Street, Denver, Colorado
- 7) **South Elati Parking Lot** – 1309 North Elati Street, Denver, Colorado

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## **SECTION A: AREAS OF LOT MANAGEMENT**

A. The Contractor will manage the following public City Surface Lots:

### **Acme Lot - 1430 14th Street**

The Contractor will manage **35** parking spaces serving public paid parking for the Central Business District, Auraria Campus and events in the vicinity. Limited monthly permit parking is also available in this lot.

### **Auraria Lot - 1310 Larimer Street**

The Contractor will manage **53** parking spaces serving public paid parking for the Central Business District, Auraria Campus and events in the vicinity.

### **Bannock Lot - 1345 N. Bannock Street**

The Contractor will manage **33** parking spaces serving public paid parking for the Central Business District, the Golden Triangle, Government Campus, and events in the vicinity, including Civic Center Park.

### **Chestnut Lot – 2004 Chestnut Street**

The contractor will manage **48** parking spaces serving public paid parking for the Prospect, Union Station, and Ballpark Neighborhoods and events in the vicinity, including Coors Field.

### **Firehouse Lot - 1322 Blake Street**

The Contractor will manage **58** parking spaces serving public paid parking for the Central Business District, Auraria Campus, and events in the vicinity. Limited monthly permit parking is also available in this lot.

### **North Elati Lot – 1395 N. Elati Street**

The contractor will manage **75** parking spaces serving the Central Business District, the Golden Triangle, Government Campus, and events in the vicinity, including Civic Center Park. Monthly permit parking is available in this lot. This lot offers paid public parking for weekend special events in the area and is reserved parking Monday through Friday for city employee monthly permit holders.

### **South Elati Lot – 1309 N. Elati Street**

The contractor will manage **35** parking spaces serving public paid parking for the Central Business District, the Golden Triangle, Government Campus, and events in the vicinity, including Civic Center Park.

The Manager, at any time, may give notice in writing to the Contractor if the amount of parking stalls managed in the Lot(s) increases or decreases.

The Manager may add or subtract Lots within this management agreement without immediately amending the Management Agreement. At an appropriate time, as deemed necessary by the City, the Manager may initiate an amendment to the Agreement, before the agreement termination date is reached.

**B. On-Call, As-Needed Services**

On-Call, As-Needed Services at other City facilities separate from the Seven (7) Lots identified above in Section A, paragraph A.

If approved, in advance, by the Manager, a flat rate hourly fee plus reimbursable expenditures may be charged by the Contractor for “on-call, as-needed” services to other, non-contracted parking facilities owned by the City, but not associated with the Lots indicated in this Agreement. “On-call, as needed” services include, but not limited to, enforcement, porter duties, light duty maintenance, and customer service or attendant services. The option by the City to agree to the On-Call Services Fee is separate to the Management Fee for the Lots. The City, at its sole discretion, may reject the On-Call Services Fee option without affecting the acceptance of the Management Agreement for the seven (7) surface lots mention in the Agreement.

These “on-call as needed” services will be reasonable and coordinated on a case-by-case basis, in advance, between the contractor and the Manager. The hourly rate for these on-call services will be agreed upon in advance by the Contractor and the Manager.

**SECTION B: BUDGET & REIMBURSABLE EXPENSES**

A. Within thirty (30) days of the execution of the Agreement, the Contractor shall submit to the City for approval, an annual budget of projected costs for each Lot. The budget shall be submitted each calendar year on a date approved by the Manager. The annual budget must be approved in writing by the Manager. The budget shall include the following items:

1. Salary costs for managers and wages (or portion of) for all other employees according to classification supporting this agreement.

2. Employee benefit cost, which includes, according to category, FICA, City Occupational Tax, Worker Compensatory Tax, and all other City approved employee benefits.
3. All other categorized expenses as allowed by this Agreement, which include, but are not limited to:
  - Uniforms, excluding shoes/footwear
  - Receipt paper and ticket inventory stock for revenue control system(s)
  - Telephone (landline, fax, pay station modems, and manager cellular phones)
  - Postage
  - Enforcement and audit supplies or services
  - Costs associated with monthly permit control systems
  - Office supplies
  - Parking control equipment repair and preventative maintenance
  - Payment systems repair, PCI compliance, and preventative maintenance
  - Costs associated with revenue collection and transport to City banking facility
  - Cleaning and general janitorial and maintenance supplies
  - Power sweeping / washing
  - Snow and ice removal
  - Trash and graffiti removal
  - Striping (line painting), curb painting, and island painting
  - Asphalt patching and crack filling
  - Signage
  - Sign installation and repair
  - Customer refunds
  - Electric utility charges for signs, pay stations, and lot lighting
  - Itemized Miscellaneous Expenses
  - Insurance premiums established by Contractor required under this Agreement and specifically allocable to this Agreement
  - Management fees
  - Reservation fees
  - Itemized Miscellaneous Expenses, not included in the annual budget, must be approved in writing by the Manager.

- B. Amendments to Budget – Amendments, changes, or modifications to the budgets can be made only by written request by the Contractor and written approval by the Manager. These amendments must be approved prior to any expenditure in the modified item.

C. Reimbursement of monthly expenditures – The City will reimburse the Contractor for the approved operating expenses (listed previously within this section). The Contractor shall maintain complete original files and journals of all cash disbursements, including payroll, at a location available for review by the City within 24-hours’ notice. The following procedures pertain to the cash disbursement system:

1. All payroll expenditures will be recorded in a register and supported by approved time cards. For Prevailing Wage certification and approval, the Contractor must supply the Prevailing Wage office all required payroll information on a weekly basis. This information must be submitted through the on-line Prevailing Wage certified system.
2. All fringe benefit and payroll tax payments must be supported by pertinent tax returns and cash disbursements or accounts payable records.
3. All disbursements will be supported by voucher files that include copies of invoices and receipts. Electronic files of disbursement documents may be approved by Manager in advance. Invoices and receipts that are illegible, not dated or labeled may be rejected. If the Manager has a question on the legitimacy or accuracy of an item to be reimbursed, the item will not be reimbursed until it can be confirmed by the Manager.
4. No later than the 15th day of the following month, the Contractor will submit the previous month’s expenditures to the City for reimbursement, along with the previous month’s revenue report. Reimbursement to the Contractor from the City will be made within thirty-five (35) days of receipt and approval of expenses by the Manager. Expenditures submitted to the City will include the invoice or receipt (scanned copies will suffice) showing date paid and Contractor voucher number and specify the approved budget line item. Expenditures that have not been pre-approved by the Manager will not be reimbursed. The expenditure report will show the approved budget, monthly and cumulative expenditures for each budget line item. No expenditures exceeding the budget or in variance with the budget will be processed for reimbursement until the expenditure has been justified and approved by the Manager. Incomplete or inaccurate expenditure and financial packages will require the Contractor to resubmit proper documentation, including a newly dated original invoice reflecting the date in which the packages were deemed complete and acceptable by the City.

D. EXCLUDED FROM REIMBURSEMENT – The following items are expressly excluded from reimbursement as operating expenses under the Budget, unless specifically approved in writing, in advance, by the Manager. These items shall be provided by the Contractor at its own expense:

1. Executive and Administrative level overhead expenses not previously approved

2. Contractor office lease/mortgage payments
3. Office equipment, including furniture and computers
4. Costs of repairs for damaged City property caused by Contractors negligence
5. Travel expenses outside the City and County of Denver
6. Entertainment expenses
7. Professional memberships and conferences
8. Losses and expenses associated with robbery of parking revenue
9. Losses and expenses associated with employee theft, shortage, or mismanagement
10. Deductibles, if any, on all such bonds, insurance policies, claims, and programs

E. The proposed first-year **Combined (All Lots) Revenue & Expense Budget** is as follows:

<b>SP- Municipal Services</b>	<b>City Surface Parking Lots - COMBINED (All Lots) Revenue &amp; Expense Budget - Attachment D</b>												
<b>REVENUE</b>	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Transient Parking	93,069	95,406	95,406	95,406	95,406	95,406	95,406	95,406	95,406	95,406	95,406	95,406	1,142,536
Special Event / Lot Rentals	0	0	0	0	0	0	0	0	0	0	0	0	0
Monthly Parking	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	118,848
Violation	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	46,800
Other Revenue (Specify)													0
Other Revenue (Specify)													0
<b>TOTAL REVENUE:</b>	<b>106,873</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>109,210</b>	<b>1,308,184</b>
<b>PAYROLL EXPENSES</b>													
Salaries & Wages	5,049	5,049	5,049	5,049	5,049	7,574	5,049	5,049	5,049	5,049	5,049	7,574	65,639
FICA Contribution	386	386	386	386	386	579	386	386	386	386	386	579	5,021
City Occupational Tax	0	0	0	0	0	0	0	0	0	0	0	0	0
State Unemployment Tax	0	0	0	0	0	0	0	0	0	0	0	0	0
Federal Unemployment Tax	34	23	23	23	23	23	34	23	23	23	23	34	310
Work. Comp. Insurance	261	261	261	261	261	391	261	261	261	261	261	391	3,387
Health Insurance	571	571	571	571	571	571	571	571	571	571	571	571	6,852
Other (Specify)													0
Other (Specify)													0
<b>TOTAL PAYROLL EXPENSE:</b>	<b>6,301</b>	<b>6,290</b>	<b>6,290</b>	<b>6,290</b>	<b>6,290</b>	<b>9,138</b>	<b>6,301</b>	<b>6,290</b>	<b>6,290</b>	<b>6,290</b>	<b>6,290</b>	<b>9,149</b>	<b>81,209</b>
<b>OTHER EXPENSES</b>													
Telephone / Communications	420	420	420	420	420	420	420	420	420	420	420	420	5,040
Postage & Freight	16	16	16	16	16	16	16	16	16	16	16	16	192
Repairs & Maintenance	425	425	425	425	425	425	425	425	425	425	425	425	5,100
Power Sweeping & Washing	700	0	0	700	0	0	700	0	0	700	0	0	2,800
Utilities	194	194	194	194	194	194	194	194	194	194	194	194	2,328
Uniforms & Uniform Cleaning	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
Lot Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
Trash Removal & Recycling	0	0	0	0	0	0	0	0	0	0	0	0	0
Printing & Ticket Stock Supplies	44	44	44	44	44	44	44	44	44	44	44	44	528
Snow & Ice Removal	5,750	5,750	5,750	0	0	0	0	0	0	5,750	5,750	5,750	34,500
Insurance	318	318	318	318	318	318	318	318	318	318	318	318	3,818
Citation Collection Services	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	14,640
Pay Station Service Agreement	0	0	0	0	0	0	0	0	0	0	0	0	0
Auto Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Stripping & Painting	0	0	0	0	0	0	0	0	0	0	0	0	0
Licenses & Fees	1,820	0	0	0	0	0	0	0	0	0	0	0	1,820
Combined Management Fee	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Data Processing	152	152	152	152	152	152	152	152	152	152	152	152	1,828
Employee Processing	32	32	32	32	32	32	32	32	32	32	32	32	380
<b>TOTAL OTHER EXPENSES:</b>	<b>12,291</b>	<b>9,771</b>	<b>9,771</b>	<b>4,721</b>	<b>4,021</b>	<b>4,021</b>	<b>4,721</b>	<b>4,021</b>	<b>4,021</b>	<b>10,471</b>	<b>9,771</b>	<b>9,771</b>	<b>87,374</b>
<b>TOTAL OPERATING EXPENSES:</b>	<b>18,593</b>	<b>16,061</b>	<b>16,061</b>	<b>11,011</b>	<b>10,311</b>	<b>13,159</b>	<b>11,023</b>	<b>10,311</b>	<b>10,311</b>	<b>16,761</b>	<b>16,061</b>	<b>18,921</b>	<b>168,583</b>
<b>NET TO THE CITY:</b>	<b>88,280</b>	<b>93,149</b>	<b>93,149</b>	<b>98,199</b>	<b>98,899</b>	<b>96,051</b>	<b>98,188</b>	<b>98,899</b>	<b>98,899</b>	<b>92,449</b>	<b>93,149</b>	<b>90,290</b>	<b>1,139,601</b>

## SECTION C: RECORDS & REPORTING

1. The following daily or continuous records and reports will be maintained for each Lot and available for inspection by the City:
  - a. Daily total sales receipts (cash, credit card and monthly transactions)

- b. Daily combined recap of all cashier attendant and pay-station activity
  - c. Daily account of monthly permits sold (Contractor to supply, sell and control use of all monthly permits)
  - d. Daily account of all Lot validations, discounted permits or passes, and miscellaneous revenue received
  - e. Daily report of all Lot incidents and vehicle accidents
2. Monthly records and reports. The following information for each Lot will be reported monthly to the Manager:

**By the Fifth (5<sup>th</sup>) business day of the following month:**

- Preliminary Total Gross Revenues, by category, for the previous month.

**By the Fifteenth (15<sup>th</sup>) calendar day of the following month:**

- Cover letter summarizing any significant variances in revenue and expenses and any significant anomalies occurring in the Lots during the month
  - Profit and Loss Statement by month and year to date – Total Gross Revenues by category & Expenses by category
  - Revenue Summary
  - Graphs, in color, indicating current month vs. same month prior year
  - Detailed Deposit Report(s)
  - Payroll Distribution Report
  - Annual Budget Roll-up Summary
  - Monthly Parker Billing Detail
  - Aging/Account Receivables
  - Variance report of revenues and expenses - Current month vs. budget, YTD vs. budget, and current month vs. same month prior year
  - Monthly expenditure report by budget item showing current month and year-to-date
  - Invoices supporting all approved reimbursable expenditures
  - Citation Summary Report (issued, revenue received, and outstanding)
  - Occupancy and usage report(s) generated from the pay stations
  - Other reports as deemed necessary by the Manager
3. The Contractor shall provide accurate monthly reports and supporting documentation for reimbursable expenses to the City no later than the fifteenth (15<sup>th</sup>) of each month and shall deliver other accurate reports no later than the agreed upon schedule of time. The Contractor will reconcile total monthly receipts with Finance and Administration accounting no later than the fifth (5<sup>th</sup>) of the month.

In addition to the reports listed previously, the following reports are to be



maintained by the Contractor and released to the City upon request.

- Cashier shift reports (if applicable)
- Bank deposit reports
- Monthly parking database including free and discounted parkers
- NSF check report/log
- Accounts sent to collections report/log

All Contractor reports must be approved by the Manager.

4. Originals of all settlement sheets, cashier shift reports, deposit slips and tickets separated by shift and date will be stored at a secure location available with 24 hours notice for a minimum of three years, including three (3) years following the contract termination date, and made available at any time for review by the City.
5. A cash receipts journal system will be maintained at the Contractor's office sufficient to record daily deposits and revenue types. This journal will be used to provide daily transient and monthly deposit information at any time to the City.
6. A list of NSF checks up to one-year-old will be maintained by the Contractor. Public Works Finance Department will report to the Contractor any NSF checks verified by the bank. The Contractor will attempt to collect a fifty (\$50.00) dollar NSF fee from the customer. Active collection efforts will be used by the Contractor for up to sixty (60) days. After sixty (60) days, un-collected checks will be returned to PW-Finance and Administration with explanation of all collection efforts.

## **SECTION D: DEPOSITS & SETTLEMENTS**

### **DEPOSITS**

The Contractor shall deposit all monies collected into designated City bank account(s) at a minimum within 24 hours of the collection date, Monday through Friday and shall provide documentation of the date and time of the deposit transaction. All pay stations, from each Lot, shall be collected no less than once a week. Pay station collections currently occur two (2) days a week. Bank deposit slips will be provided by the city.

### **CREDIT CARD SETTLEMENT**

The Contractor will settle office credit cards transactions daily. The Contractor will use City owned banking accounts/merchant ID's and send credit card settlement reports to Public Works-Finance within 24 hours of settling the account(s). The City may have the

option of using the Contractor's merchant accounts upon prior written approval by the Manager.

## **SECTION E: CITY CREDIT FOR FAILURES**

### **OPERATIONAL**

Documented material violations of any of the duties and requirements of the Contractor listed in the Contract or SOW/SOP will entitle the City to a credit of one hundred-dollar (\$100.00) penalty per violation which will be deducted from the Contractor's management fee.

### **REPORTING**

For each Lot, the Contractor shall provide accurate monthly reports and supporting documentation for reimbursable expenses to the City no later than the fifteenth (15th) of each month and shall deliver other accurate reports as set out above. If the Contractor fails to provide the required reports and financial documents as set out above, the City shall be entitled to a credit against the monthly management fee payable to Contractor in the amount of one hundred dollars (\$100.00) per document page, per erroneous report as fixed and agreed upon credit and not as a penalty against the Contractor for each day or fraction of a day the reports are delivered later than set forth above. The City otherwise reserves all its legal and equitable rights with respect to any breach or default of this Agreement.

### **DEPOSITS**

If the Contractor fails to make the required deposits more than once in a thirty-day period, the City shall be entitled to a credit against the monthly management fee payable to Contractor equal to 5% of the daily gross revenue deposited as fixed and agreed upon liquidated damage and not as a penalty.

Repeated inaccuracies, illegibility, or other evidence of negligent management in the operation of the Lots shall constitute, in the sole discretion of the City, cause to terminate this Agreement as outlines in Section 19 of the Lots Management Agreement.

## **SECTION F – OPERATIONS**

### **CONTRACTOR SHALL:**

Provide complete operational control of the Lots as directed by the Manager.

Supervise the use of the Lots by all parkers. Use of reserved spaces, if applicable, will be monitored by Contractor.

Revenue Control - The Contractor's manager will be required to provide continual attention to established revenue control procedures as it's an essential part of the overall operations. On-going staff training in the areas of collection security/safety, cash handling procedures, and PCI DSS security responsibilities are required and must be properly documented.

The Contractor's resident manager shall meet monthly, at minimum, with the City to coordinate Lot operations and to discuss the monthly financial and expenditure package.

The Contractor's resident manager, at the direction of the Manager shall meet on an as needed basis with the City to coordinate any event.

Purchase and pay for all approved supplies, required under this Agreement, for the parking operation.

Provide a list of personnel, including emergency telephone numbers, to the Manager and update as necessary.

Provide assistance to Lot customers, such as directions and minor car care (i.e., flat tire assistance, battery starting, etc.)

For items, procedures, and/or duties not already covered within this SOW/SOP for each Lot will be generated in conjunction with the Manager within ninety (90) days from the execution of the Agreement. The SOW/SOP must be approved in writing by the Manager. Copies of the SOW/SOP shall be maintained in the Contractor manager's office and shall be made available to all Contractor personnel. Requested changes by the Contractor to established procedures shall be submitted to the Manager.

**THE CITY SHALL:**

Establish and approve all operating rates and hours of operation.

Pay Lot utilities (if applicable). Exceptions include several Lots with Xcel invoicing for lighted sign cabinets, pay stations, and/or lot lighting. The Contractor will pay for the utilities for these services as a reimbursable monthly expense.

Appoint a designated contract monitor who shall serve as the Contractor's primary contact with the City.

## **MONTHLY PARKING**

Contractor may sell monthly or other long-term parking spaces to potential customers and exercise adequate accounting control over access device distribution utilizing procedures approved by the Manager. The individual lot allocations of monthly permits sold must be approved, in advance, by the Manager.

Monthly parking shall be handled so that all permits/parking devices issued are verified against a list of monthly accounts in the Contractor's billing system. The common factor for verification will be: Name on account, phone number, access device/permit number, and Lot access method/level.

Monthly parkers will pay in advance, unless approved by the Manager. Monthly accounts shall be paid by the fifth (5<sup>th</sup>) of the month and any accounts not paid by the tenth (10<sup>th</sup>) shall be deactivated unless otherwise approved by the Manager. Appropriate action at that time will be the cancellation of the parking device or charge for the issuing of daily/hourly parking.

Monthly parkers will be required to fill out a "Monthly Parker" contract and be familiar with the rules that apply to the contract and the Lot. The Contractor will issue all monthly permits/access devices and manage all paper or electronic applications. Deposits on monthly permits/access devices along with the amount, accounting and reporting procedures must be approved in writing by the Manager.

The monthly parking contract issued by the Contractor must be approved in writing by the Manager. The City shall have the right to edit and/or modify the parking contract, at any time, as deemed necessary.

## **CASH MANAGEMENT**

Locked collection canisters will be taken from each pay station machine by the Contractor's Lot Manager or an authorized employee. While at a secure office location, the Manager will then unlock, reconcile, and prepare a sealed deposit of revenue from the canisters to be deposited into a City banking facility/account via secure vehicle transport. At least two (2) authorized employees must be present during the entire collection process to ensure collection and deposit integrity. All aspects of the entire collection process proposed by the Contractor must be approved in advance by the Manager.

All currency, coins, and/or checks shall be deposited at least once weekly, Monday through Friday directly into the City's designated bank account(s). Copies of all deposits records must be maintained by the Contractor and available for review within 24 hours notice by the City.

Deposits shall be broken down by cash, coins, and checks. Monthly parking sales must

be deposited on a separate deposit slip from transient and special event receipts. Bank deposit slips will be provided to the Contractor at no charge.

All deposits shall be made with a 3-part bank deposit slip. Copies of the deposit slips go to the following recipients:

- 1 - Bank
- 1 - Public Work – Department of Finance
- 1 - Contractor File

All collection canisters, including spares, and money shall be kept locked up at all times in a secured location. If approved in advance by the Manager, Contractor cash counting shall be conducted in a designated locked and secure area provided by the Contractor at no cost to the City.

Modifications to the cash management program must be approved in writing by the Manager.

### **AUDIT PROGRAM**

The Contractor in conjunction with the City will generate a detailed audit program for each Lot within sixty (60) days of the execution of this Agreement. The audit program must be approved in writing by the Manager. Modifications to the audit program must be approved in writing by the Manager.

### **SPECIAL POLICIES AND PROCEDURES**

**Discounted parking and validations** –All discounted parking or validation programs must be approved in advance by the Manager.

**Employee parking** – Contractor employees shall be issued permits/access devices and shall be recorded in the monthly billing list accordingly. While on duty, all Contractor employees can park in an approved designated area. The designated area(s) must be approved in writing by the Manager. Off-duty and other Contractor employees do not have parking privileges in City Lots.

**Event parking** – The contractor manager shall remain alert to all special events in the surrounding area that may potentially impact the Lot(s). Special events can cause unusual traffic demands and the contractor manager must staff accordingly to efficiently manage the demand of any event. Staffing and event plans must be provided to the Manager in advance.

**Traffic control** - The Contractor is responsible for maintaining efficient ingress and egress traffic flow within the Lots by directing patrons to available parking and preventing traffic delays. This control may include closing the entire lot when it becomes

full. The Contractor must re-open the Lot as soon as vacancy permits.

**Refund requests** – When customers request any sort of refunds, the Lot Manager/Supervisor shall obtain any and all necessary information from the customer to explain and determine if the refund request is valid. The Lot Manager/Supervisor shall also gather all pertinent information from the customer in order to process the refund request. Once a positive determination is made on the status of the refund request, the Contractor shall make arrangements to pay the customer directly the appropriate amount of the refund within 10 business days. The Contractor then shall submit the refund expense to the Manager or appointed contract monitor in the monthly financial packages for reimbursement. Refunds more than one-hundred fifty dollars (\$150.00) must be approved by the Manager, in advance.

**Enforcement** - The Contractor shall provide enforcement services to all Lots on a DAILY basis. Enforcement will be conducted at random hours, at least three times per day minimum, between the hours of **8 am and 11:59 pm**. All vehicles not properly paying for parking will be issued a Contractor violation notice that outlines a violation fee schedule for the non-paying customer to follow. The violation fee schedule needs to be approved, in advance, by the Manager.

Third party enforcement services are allowed, however, it must be approved, in advance, by the Manager. All fees to third party enforcement service providers may be capped with a pre-determined not to exceed amount. Citation collection revenue sharing programs among the Contractor and/or third-party enforcement service providers is not an option.

**PCI DSS requirements** – The contractor is responsible to ensure all parking control equipment and systems are PCI DSS compliant and always operating within currently prescribed security standards. Valid Attestation of Compliance documents for all Lot revenue collection equipment and software must be maintained by the Account Manager. Regular inspections of credit card devices will be conducted to detect tampering, the unauthorized replacement of a device, and/or the installation of fraudulent devices such as “card skimmers.” Contractor management and supervisory level staff are required to complete yearly specialized PCI DSS compliance responsibility and awareness training. All aspects of this training must be documented.

## **SECTION G: EQUIPMENT**

### **REVENUE & OPERATIONAL CONTROL EQUIPMENT**

The City will provide revenue and operational control equipment. A detailed preventative maintenance plan will be drafted by the Contractor in conjunction with the

Manager or appointed contract monitor within sixty (60) days of the execution of this Agreement. Once approved by the Manager any modifications to the maintenance plan must be approved in writing by the Manager.

If any City provided equipment is damaged or destroyed by the negligence of the Contractor or the Contractor's employees, the Contractor shall notify the City and agrees to be liable for the repair or replacement of the equipment as necessary.

In the event of a revenue control equipment malfunction and subsequent repair, the appropriate repair vendor and the Manager are to be notified immediately, via e-mailing a description of the equipment malfunction with information stating date, time, location, duration and how the equipment was repaired. The Contractor will not reset, relocate or disconnect equipment without prior approval from the Manager.

Within thirty (30) days of the execution of the Agreement, the City in conjunction with the Contractor will generate an inventory including model and serial numbers of all revenue control equipment, office furnishings/equipment, ticket supply and any other operating equipment.

**EQUIPMENT MAINTENANCE – THE RESPONSIBILITIES OF THE CONTRACTOR:**

1. Maintenance of all parking equipment and their systems
2. Preventative maintenance repairs of all parking equipment and their systems
3. Maintain PCI DSS security compliance of all parking equipment and their systems as a Third-Party Service Provider (TPSP), in accordance with the agreed-upon responsibilities between the contractor and the city
4. Service of all parking equipment and their systems
5. Maintain and service lot lighting and signage systems
6. Maintain and service electric vehicle charging equipment and their systems

**EQUIPMENT MAINTENANCE – THE RESPONSIBILITIES OF THE CITY:**

1. Service and repair to major Lot systems
2. Inform the Contractor of repairs, modifications and other activities which may cause interruption of routine parking services
3. Add, upgrade, or replace revenue control equipment as needed

**SECTION H: STAFFING & PERSONNEL**

The Contractor shall provide qualified personnel with a professional demeanor to

perform all required operational, enforcement, and maintenance/janitorial duties at the Lots. Contractor personnel shall always be clean and neat and shall deal with parking patrons in a prompt, polite and business-like manner. All Contractor (and sub-contractor) personnel will comply with the Lot SOW/SOP and with the Contractor's general rules for employee conduct.

The Contractor shall always maintain adequate personnel to provide the level of service required to meet the needs of the contract. Following are the minimum, or baseline staffing schedules:

### **STAFFING SCHEDULES**

The Contractor shall provide the following minimum qualified personnel as outlined in these Baseline\* staffing schedules for each Lot:

#### **All Lots\*:**

##### **Management Staff:**

- One (1) **Account Manager/Supervisor** (portion of salary) – Available to the City 24/7
- One (1) **Bookkeeper/Supervisor** (portion of salary) – Available to the City 8 am-5 pm, Monday – Friday. These individuals may be shared with other non-City contracted facilities in order to reduce total billable work hours and to increase Contractor efficiency. Shared services must be approved in writing by the Manager. It is not the intent of the City to reimburse the full salary of management staff as these services are not needed on a full-time basis, however contractor management must spend a percentage of their time dedicated to successfully and professionally manage this contract.

##### **Hourly Staff:**

- **Enforcement Officers** (portion of salary) - Coverage from 8 am to 11:59 pm, seven (7) days a week (excluding major holidays) to enforce each lot at least three times DAILY at minimum. This individual(s) may be shared with other non-City contracted facilities to reduce total billable work hours and to increase Contractor efficiency. Shared and third party services must be approved in writing by the Manager.
- **Janitorial/Maintenance Porters** (portion of salary) - Coverage from 6 am to 6 pm, seven (7) days a week to clean and maintain each lot at least once daily at minimum, as outlined in the cleaning responsibilities set-forth in Section I of this



SOW/SOP. This individual(s) may be shared with other non-City contracted facilities to reduce total billable work hours and to increase Contractor efficiency. Shared and third party services must be approved in writing by the Manager.

\*Base line staff schedule only. Specific days and hours subject to change upon written approval by the Manager. These base line schedules do not include special event(s) and holiday modifications.

The Contractor shall establish a formal written training program for each job classification and maintain a current record of the training for each employee.

No food or beverages are permitted near city owned equipment such as computers, revenue control equipment, and office equipment.

An event staffing plan for each Lot must be approved in writing by the Manager. Changes to the staffing plans must also be approved in writing by the Manager.

Prior to hiring, all resumes of the Contractor's management and supervisory staff supporting this Agreement must be approved in writing by the Manager. The City, at its sole discretion, may reject proposed candidates, for any reason, without cause.

Employee incentives programs must be requested in writing and approved in writing by the Manager. Employee incentive programs may or may not be approved pending the details of the request.

No overtime payment for hours of coverage provided by the Contractor in excess of the coverage approved by the City shall be reimbursed by the City unless the Contractor has submitted a written justification of actual overtime payments and received approval in advance from the Manager.

## **UNIFORMS**

All attendants, security personnel, event cashiers, maintenance personnel, and supervisors will wear uniforms at all times while on duty. The Contractor shall provide uniforms for employees, at no expense to the employees, except as indicated herein. Uniforms will be purchased by the Contractor and, as this is a reimbursable expense, all uniforms are the property of the city. Uniforms that become soiled, stained, torn, disheveled or in any way, ill-fitting or unsightly, must be replaced by the Contractor at no expense to the employee. However, employees will not be exempted from replacement or repair costs resulting from employee's acts of negligence, vandalism, or abuse of the uniform. The uniform must have the identification insignia of the Contractor as well as an employee identification badge. A photo identification badge is preferred and identification badges must be approved by the Manager. At no time, will the Contractor's employees be

permitted to wear any clothing or optional item which differs from the approved uniform. All uniforms must be approved in writing by the Manager.

## **SECTION I: MAINTENANCE & CLEANING**

### **GENERAL CLEANING – RESPONSIBILITY OF CONTRACTOR**

Overall parking Lot cleanliness will be the responsibility of the Contractor.

#### **GENERAL GUIDLINES:**

1. The entire Lot must be power vacuumed/swept at least once per quarter, unless modified in advance by the City. A schedule of power sweeping must be approved, in advance, by the Manager.
2. Clean all revenue control devices at least once per week, or as needed, to include the cleaning of note and credit card acceptors/readers.
3. Empty all garbage cans at least twice per week, or more often if needed. Contractor shall arrange for the disposal of all Lot garbage.
4. Exterior of trash receptacles shall be cleaned at least twice a week with a general all purpose cleaner and clean cloth. Wash the interior of the trash receptacles at least once a month, or more if needed, with general all purpose cleaner or soapy water to remove all odors, stains and debris.
5. Inspect and clean all Lot signage at least once per week, or as needed.
6. Keep all sidewalks and pedestrian walkways free of any ice and/or snow.
7. On a daily basis, inspect, identify and remove any trash and debris (including weeds) from Lots and surrounding Lot grounds landscaping.
8. It will be the responsibility of the Contractor to remove accumulated snow in the Lots. A snow removal plan must be approved by the Manager or appointed contract monitor within thirty (30) days from the execution date of the Agreement.
9. Daily check for oil and fuel leaks from automobiles. If oil or fuel leaks are identified, immediately place oil or fuel absorbing compound on all spots then sweep-up and remove the compound. This oil or fuel soaked compound is now considered hazardous material and must be disposed of properly.

10. Daily check for loose or moved parking blocks/wheel stops. If loose or moved blocks are identified, they are to be immediately replaced and secured.
11. Re-paint the parking lot stall lines at least once per year, or as needed.
12. It is the responsibility of the Contractor to maintain lighting for the Lot lights, lighted sign cabinets, and pay stations within the Lots, and to replace all burned out bulbs and light fixtures as necessary.

A detailed janitorial/maintenance schedule including daily, weekly, monthly, and annual duties will be generated by the Contractor in conjunction with the City within sixty (60) days from the execution date of the Agreement. This schedule can be modified at any time with City approval. Changes must be approved in writing by the Manager.

## **SECTION J: SECURITY**

### **EQUIPMENT KEY SECURITY**

The Contractor will exercise extreme care to assure that assigned keys have been restricted only to those personnel needing the keys to perform their duties properly (i.e., various pieces of revenue control equipment). The Contractor will keep a log or master list of employees who have possession of keys to pieces of equipment. The Manager may approve the list of the authorized personnel.

### **REVENUE RECEIPTS**

All Lot revenue receipts collected are the full responsibility of the Contractor until deposited into the City's bank account. All monies collected will be kept in a locked safe and only a limited number of employees will have access to these funds. The list of approved employees must be approved in writing by the Manager. The approved employees will only have access to these monies for counting and preparation of daily bank deposits. The safe combination and the locks/keys will be changed by the Contractor whenever an employee, having access to these areas, leaves employment of the Contractor.

### **PARKING TICKETS / CITATIONS**

The Contractor shall be responsible for protecting from theft or misuse, all parking citations collected. All voided citations must be identified with a description of the reason for which it was voided. The Contractor will provide a separate category for

voided citations and process them with the monthly reports.

### **FILING OF CHARGES OF DESTRUCTION OF PUBLIC PROPERTY**

Any individual observed damaging City owned equipment or property is to be reported to the police and charges of destruction of public property are to be filed with the police. The Contractor employees are to be trained to obtain a license plate number and description of the driver in such instances to better aid the police.

### **FILING OF ACCIDENT REPORTS FOR PERSONAL INJURY TO PATRONS**

The Contractor will prepare an accident report and obtain pictures for any injury to a patron within the Lot. The report will discuss in detail the nature of the injury, the specific location, parties involved, first aid administered, etc. The Contractor report will be delivered to the Manager within 24-hours of the incident and kept on file in the local office.

### **DAMAGE TO CUSTOMER'S VEHICLES**

Any customer whose vehicle is damaged in a Lot and who requests assistance is to be instructed to file an Incident Report. A copy of the approved Incident Report will be delivered to the Manager within 24-hours of the incident and kept on file in the Lot office. The Incident Report Form must be approved by the Manager in writing.

### **EMERGENCIES**

Within sixty (60) days from the execution of the Agreement, the Contractor will be responsible to have a plan approved by the Manager for any emergency that, at a minimum, will include: Attempted Robberies, Natural Disasters, Injuries to employees or the public, and Vehicle Fires.

The Contractor will ensure that all their employees are well trained and able to respond according to these emergency plans.

## **SECTION K: RATES & HOURS OF OPERATIONS**

### **MONTHLY PARKING RATES**

Parking rates are decided upon by the Manager of Parking Operations. Rates are subject to change upon approval by the City based on market rates for each location. Following is the current monthly rate structure for each Lot as of *July 2017*.

<u>Lot:</u>	<u>Rate:</u>
Acme:	\$170
Auraria:	N/A
Bannock:	N/A
Chestnut:	N/A
N. Elati:	\$115
S. Elati:	N/A
Firehouse:	\$165

### **PUBLIC RATES**

Event rates for all Lots are to be approved by Manager in advance. Current event rates range between \$10 - \$50 depending on event, location, and demand.

Transient hourly rates are posted at each lot. Transient rates are determined by area market rate analysis. All transient rates are decided upon by the Manger.

The Contractor must submit area rate/occupancy surveys accompanied with rate structure recommendations at a minimum of every six (6) months to the Manager. Modifications to the rate structures must be approved in writing by the Manager.

### **HOURS OF OPERATIONS**

The hours of operation, for each lot, are decided by the Manager. Following are the current hours of operation:

All Lots: **Open 24 hour a day, 7 days a week, 365 days a year**

Modifications to the Hours of Operations for each Lot must be approved in writing by the Manager.

## **SECTION L: CONTRACTOR FEES & INCENTIVE PROGRAMS**

### **CONTRACTOR FEES**

Pre-determined flat based monthly fees will be charged by the Contractor for managing and operating all Lots in conjunction with pre-approved reimbursable operating expenses.

The Contractors fee(s) during the Term of the Agreement are specifically set out in an Exhibit attached to the Agreement as outlined in the Contractor original written proposal. Adjustments or modifications to the pre-determined monthly lot fees are not feasible, unless previously approved, in advance, by the Manager.

### **INCENTIVE PROGRAM**

The Contractor may propose an incentive program(s) as part of their original RFP proposal to professionally manage the Lots. The City, at its sole discretion, may reject the incentive fee option, wholly or in part, without affecting the acceptance of the Management Agreement. Incentive fee programs shall be capped with a pre-determined not to exceed amount and incorporate quantitative objectives and measurements to successful encourage the Contractor to excel at customer service and the professional management of the Lots.

If an incentive program is approved by the Manager, quarterly meetings to review the status and performance of the incentive program specifics and outcomes shall be established. Both parties, the City and the Contractor, shall partner in the scoring and evaluation of the measurements and outcomes of any incentive program. In case of an evaluation disagreement, the City shall have the final determination as to the score and monetary incentive amount earned by the Contractor.

The proposed first-year **Key Performance Indicator (KPI) Incentive Fee Scorecard** is as follows:

City & County of Denver Surface Lots Portfolio Key Performance Indicator (KPI) Incentive Fee Scorecard					
Objective	Incentive Potential	Measurement	Scoring	Score	Earned Incentive
Expenses Managed at or Below Annual Budget	\$ 400.00	Variance Actuals vs. Budget Expenses within X% of Actual	95%-105% of Budget = 100% 85%-94% of Budget = 75% 75%-84% of Budget = 50% < 74% = 0%	0%	\$ -
Enforcement Conducted Daily	\$ 650.00	Average # of enforcement checks per day, everyday (excluding major holidays)	5 Checks Per Day = 100% 4 Checks Per Day = 75% 3 Checks Per Day = 50% < 3 Checks Per Day = 0%	0%	\$ -
Secret Shopper Scores	\$ 650.00	Average Secret Shopper Score(s)	Score of 90%-100% = 100% Score of 80%-89% = 75% Score of 70%-79% = 50% < 69% = 0%	0%	\$ -
Responsiveness to Equipment Issues	\$ 650.00	Approved response time to resolve equipment alerts within time frame outlined or an approved plan for resolution <u>Timeframe Guidelines:</u> Poor: 2+ days Average: 1 day Above Avg: Same day	90%-100% within guidelines = 100% 80%-89% within guidelines = 75% 70%-79% within guidelines = 50% < 69% = 0%	0%	\$ -
Meeting City's Operational Goals & Reporting Accuracy	\$ 650.00	1.) Use Bi-Weekly management walk sheet as scorecard. Includes completing outstanding items within agreed upon deadlines. 2.) Accuracy of Financial Packages submitted	Score of 90%-100% = 100% Score of 80%-89% = 75% Score of 70%-79% = 50% < 69% = 0%	0%	\$ -
<b>Total Available Incentive Fee:</b>		<b>\$ 3,000.00</b>	<b>Total Score:</b>		<b>\$ -</b>

###

REVISED: July 31, 2017  
SCB



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/27/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> SP Plus Corporation Standard Parking Corporation 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: XL Insurance America Inc		24554
	INSURER B: XL Specialty Insurance Co		37885
	INSURER C: Greenwich Insurance Company		22322
	INSURER D: Great American Insurance Co.		16691
	INSURER E: Commerce & Industry Ins Co		19410
	INSURER F: Federal Insurance Company		20281

**COVERAGES      CERTIFICATE NUMBER: 570066257046      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RGE3001209 SIR applies per policy terms & conditions	01/01/2017	01/01/2018	EACH OCCURRENCE	\$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$3,000,000
							GENERAL AGGREGATE	\$15,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> GKLL \$5,000 SIR <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD9437820 AOS	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Garagekeepers Limit	\$3,000,000
E	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			19452258	01/01/2017	01/01/2018	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD3001210 AOS	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A RWR3001211 RETRO				01/01/2017	01/01/2018	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Misc Liab Cvg			SAA50414480100 Crime SAA50414490100 Crime XS	01/01/2017	01/01/2018	Occurrence	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Location No. 05466, 201734150 / Parking Management Services to Operate City Surface Parking Lots. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured on the above referenced policies except Workers' Compensation and Crime. Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured.

**CERTIFICATE HOLDER**

**CANCELLATION**

City and County of Denver 201 W. Colfax Ave. Denver CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier : 05466

Certificate No : 570066257046







# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570066257046			
CARRIER See Certificate Number: 570066257046	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :ACE Property & Casualty Insurance Co.	20699
INSURER H :Everest National Insurance Co	10120
INSURER I :Liberty Insurance Underwriters, Inc.	19917
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
G				XCQG27921103002 \$25M xs \$25M	01/01/2017	01/01/2018	Aggregate	\$25,000,000
F				93642007 \$25M xs \$50M	01/01/2017	01/01/2018	Aggregate	\$25,000,000
I				100002719912 \$25M p/o \$50M x \$75M	01/01/2017	01/01/2018	Aggregate	\$50,000,000
H				XC8EX00011171 \$25M p/o \$50M x \$75M	01/01/2017	01/01/2018	Aggregate	\$50,000,000
							Each Occurrence	\$50,000,000



**Timothy M. O'Brien, CPA**  
Auditor

EXHIBIT C

# **City and County of Denver**

201 West Colfax Avenue, Dept. 705 • Denver, Colorado 80202

720-913-5000 • Fax 720-913-5253 • [www.denvergov.org/auditor](http://www.denvergov.org/auditor)

TO: All Users of the City of Denver Living Wage

FROM: Timothy M. O'Brien, Denver Auditor

DATE: January 24, 2017

SUBJECT: Living Wage / D.R.M.C. 20-80

Workers covered under the living wage ordinance (D.R.M.C. 20-80) are persons employed by any contractor or subcontractor to the city, pursuant to a direct service contract with the City, engaged in the work of a parking lot attendant, security guard, or child care worker, at any public building or public parking facility owned by the city or clerical support worker.

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Effective Date: January 24, 2017

The current living wage is \$11.83.

Questions call: 720.913.5000 Prevailing Wage Section

**MANAGEMENT FEE(S):**

3% increase in years 2 through 4 only (Per Proposal)

**ACME Lot - Base Fee Only**

Year 1	Base Management Fee	\$	1,704.00	Annual	\$	142.00	Monthly	
Year 2	Base Management Fee	\$	1,755.12	Annual	\$	146.26	Monthly	
Year 3	Base Management Fee	\$	1,807.77	Annual	\$	150.65	Monthly	
Option Yrs	Year 4	Base Management Fee	\$	1,862.01	Annual	\$	155.17	Monthly
	Year 5	Base Management Fee	\$	1,862.01	Annual	\$	155.17	Monthly

**Auraria Lot - Base Fee Only**

Year 1	Base Management Fee	\$	3,972.00	Annual	\$	331.00	Monthly	
Year 2	Base Management Fee	\$	4,091.16	Annual	\$	340.93	Monthly	
Year 3	Base Management Fee	\$	4,213.89	Annual	\$	351.16	Monthly	
Option Yrs	Year 4	Base Management Fee	\$	4,340.31	Annual	\$	361.69	Monthly
	Year 5	Base Management Fee	\$	4,340.31	Annual	\$	361.69	Monthly

**Bannock Lot - Base Fee Only**

Year 1	Base Management Fee	\$	1,776.00	Annual	\$	148.00	Monthly	
Year 2	Base Management Fee	\$	1,829.28	Annual	\$	152.44	Monthly	
Year 3	Base Management Fee	\$	1,884.16	Annual	\$	157.01	Monthly	
Option Yrs	Year 4	Base Management Fee	\$	1,940.68	Annual	\$	161.72	Monthly
	Year 5	Base Management Fee	\$	1,940.68	Annual	\$	161.72	Monthly

**Chestnut Lot - Base Fee Only**

Year 1	Base Management Fee	\$	2,220.00	Annual	\$	185.00	Monthly	
Year 2	Base Management Fee	\$	2,286.60	Annual	\$	190.55	Monthly	
Year 3	Base Management Fee	\$	2,355.20	Annual	\$	196.27	Monthly	
Option Yrs	Year 4	Base Management Fee	\$	2,425.85	Annual	\$	202.15	Monthly
	Year 5	Base Management Fee	\$	2,425.85	Annual	\$	202.15	Monthly

**Firehouse Lot - Base Fee Only**

Year 1	Base Management Fee	\$	2,856.00	Annual	\$	238.00	Monthly	
Year 2	Base Management Fee	\$	2,941.68	Annual	\$	245.14	Monthly	
Year 3	Base Management Fee	\$	3,029.93	Annual	\$	252.49	Monthly	
Option Yrs	Year 4	Base Management Fee	\$	3,120.83	Annual	\$	260.07	Monthly
	Year 5	Base Management Fee	\$	3,120.83	Annual	\$	260.07	Monthly

**North Elati Lot - Base Fee Only**

Year 1	Base Management Fee	\$	492.00	Annual	\$	41.00	Monthly	
Year 2	Base Management Fee	\$	506.76	Annual	\$	42.23	Monthly	
Year 3	Base Management Fee	\$	521.96	Annual	\$	43.50	Monthly	
Option Yrs	Year 4	Base Management Fee	\$	537.62	Annual	\$	44.80	Monthly
	Year 5	Base Management Fee	\$	537.62	Annual	\$	44.80	Monthly

**South Elati Lot - Base Fee Only**

Year 1	Base Management Fee	\$	1,380.00	Annual	\$	115.00	Monthly
Year 2	Base Management Fee	\$	1,421.40	Annual	\$	118.45	Monthly
Year 3	Base Management Fee	\$	1,464.04	Annual	\$	122.00	Monthly

Option Yrs	Year 4	Base Management Fee	\$	1,507.96	Annual	\$	125.66	Monthly
	Year 5	Base Management Fee	\$	1,507.96	Annual	\$	125.66	Monthly

Summary of Total Fees: Annual & Monthly								
	Year 1	\$	14,400.00	Annual	\$	1,200.00	Monthly	
	Year 2	\$	14,832.00	Annual	\$	1,236.00	Monthly	
	Year 3	\$	15,276.96	Annual	\$	1,273.08	Monthly	
	Year 4	\$	15,735.27	Annual	\$	1,311.27	Monthly	
	Year 5	\$	15,735.27	Annual	\$	1,311.27	Monthly	

## INCENTIVE MANAGEMENT FEE(S):

<b>Year 1</b>	up to	\$	3,000	Based on KPI scorecard
<b>Year 2</b>	up to	\$	3,000	Based on KPI scorecard
<b>Year 3</b>	up to	\$	3,000	Based on KPI scorecard
<hr/>				
<b>Year 4</b>	up to	\$	3,000	Based on KPI scorecard
<b>Year 5</b>	up to	\$	3,000	Based on KPI scorecard
			<u>\$ 15,000</u>	

<b>KPI Objectives:</b>	<b>Incentive Potential</b>
1 Expenses managed at or below annual budget	\$ 400
2 Daily Enforcement	\$ 650
3 Secret shopper scores	\$ 650
4 Responsiveness to equipment issues	\$ 650
5 Operational goals & reporting	\$ 650
	<u>\$ 3,000</u>

### **Measurements:**

- 1 Variance Actuals vs budget
- 2 Avg number of enforcement checks per day
- 3 Avg secret shopper score
- 4 Response times to equip alarms
- 5 Bi-weekly walk-through's; written check lists; monthly packages issues

### **Scoring Range:**

- 1
- 2
- 3
- 4
- 5

### **Scoring Individuals**

SP+

City

Quarterly check-ups

**City & County of Denver  
Surface Lots Portfolio  
Key Performance Indicator (KPI) Incentive Fee Scorecard**

Objective	Incentive Potential	Measurement	Scoring	Score	Earned Incentive
<b>Expenses Managed at or Below Annual Budget</b>	\$ 400.00	<i>Variance Actuals vs. Budget</i> Expenses within X% of Actual	95%-105% of Budget = 100% 85%-94% of Budget = 75% 75%-84% of Budget = 50% < 74% = 0%	0%	\$ -
<b>Enforcement Conducted Daily</b>	\$ 650.00	<i>Average # of enforcement checks per day, everyday (excluding major holidays)</i>	5 Checks Per Day = 100% 4 Checks Per Day = 75% 3 Checks Per Day = 50% < 3 Checks Per Day = 0%	0%	\$ -
<b>Secret Shopper Scores</b>	\$ 650.00	<i>Average Secret Shopper Score(s)</i>	Score of 90%-100% = 100% Score of 80%-89% = 75% Score of 70%-79% = 50% < 69% = 0%	0%	\$ -
<b>Responsiveness to Equipment Issues</b>	\$ 650.00	<i>Response time to resolve equipment alerts within time frame outlined.</i> <u>Timeframe Guidelines:</u> Poor: 2+ days Average: 1 day Above Avg: Same day	90%-100% within guidelines = 100% 80%-89% within guidelines = 75% 70%-79% within guidelines = 50% < 69% = 0%	0%	\$ -
<b>Meeting City's Operational Goals &amp; Reporting Accuracy</b>	\$ 650.00	1.) <i>Use Bi-Weekly management walk sheet as scorecard. Includes completing outstanding items within agreed upon deadlines.</i> 2.) <i>Accuracy of Financial Packages submitted</i>	Score of 90%-100% = 100%  Score of 80%-89% = 75% Score of 70%-79% = 50% < 69% = 0%	0%	\$ -
<b>Total Available Incentive Fee:</b>	<b>\$ 3,000.00</b>		<b>Total Score:</b>		<b>\$ -</b>