

**BY AUTHORITY**

ORDINANCE NO.  
SERIES OF 2013

COUNCIL BILL NO. CB13-0744  
COMMITTEE OF REFERENCE:  
BUSINESS, WORKFORCE, & SUSTAINABILITY

**A BILL**

**For an ordinance approving a proposed Second Amendment to Agreement between the City and County of Denver and Ampco System Parking concerning shuttle bus management services at Denver International Airport.**

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

**Section 1.** The proposed Second Amendment to Agreement between the City and County of Denver and Ampco System Parking (CE78003) dba ABM Parking Services in the words and figures contained and set forth in that form of the Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2007-1129-B , is hereby approved.

COMMITTEE APPROVAL DATE: October 24, 2013

MAYOR-COUNCIL DATE: October 29, 2013

PASSED BY THE COUNCIL: \_\_\_\_\_, 2013

\_\_\_\_\_ - PRESIDENT

APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_, 2013

ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
EX-OFFICIO CLERK OF THE  
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: \_\_\_\_\_, 2013; \_\_\_\_\_, 2013

PREPARED BY: John M. Redmond, Assistant City Attorney *JR* DATE: October 31, 2013

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

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: \_\_\_\_\_, Assistant City Attorney DATE: October 31, 2013



## SECOND AMENDMENT

**THIS SECOND AMENDMENT TO AGREEMENT FOR SHUTTLE BUS MANAGEMENT SERVICES AT DENVER INTERNATIONAL AIRPORT** is made and entered into as of the date stated on the signature page ("Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **AMPCO SYSTEM PARKING DBA ABM PARKING SERVICES**, a Delaware Corporation, (the "Contractor"), Party of the Second Part.

### WITNESSETH

**WHEREAS**, the City owns and operates Denver International Airport ("DIA" or the "Airport"); and

**WHEREAS**, the City is receiving shuttle bus operation services for DIA pursuant to a Shuttle Bus Management Services Agreement dated January 22, 2008 which Agreement was subsequently amended by a First Amendment to the Agreement on June 16, 2009 (the "Existing Agreement"); and

**WHEREAS**, the City exercised two options increasing the term of the Agreement as provided for in the original agreement; and

**WHEREAS**, the City desires to increase the maximum contract amount to pay for the shuttle bus management services including but not limited to the management, operation, maintenance, and providing of shuttle buses for the public and employee parking facilities at DIA; and

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

1. Section **4.10, MAXIMUM CONTRACT LIABILITY; FUNDING** of the Existing Agreement is deleted in its entirety and replaced with the following:

**"4.10, MAXIMUM CONTRACT LIABILITY; FUNDING**

Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of One Hundred Thirty Three Million Four Hundred Fifty Eight Thousand Nine Hundred Forty Three Dollars and Zero Cents (\$133,458,943.00). All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future appropriations, apportionments or allocations to said fund."

2. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect.

3. This Second Amendment to Agreement for Shuttle Bus Management Services at Denver International Airport is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-CE78003-02

Contractor Name: AMPCO SYSTEM PARKING

By: 

Name: Leonard Carder  
(please print)

Title: Executive Vice President  
(please print)

ATTEST: [if required]

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

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

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



**Contract Control Number:** PLANE-CE78003-02

**Contractor Name:** AMPCO SYSTEM PARKING

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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

