

**DENVER PARKING GARAGES MANAGEMENT
AGREEMENT**

THIS AGREEMENT (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “City” and **SP Plus Corporation**, a Delaware Corporation with an office address of 1801 California Street, Suite 2775, Denver, Colorado 80202, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City requires an able and experienced parking operator to operate and manage the Garages (defined below); and

WHEREAS, a comprehensive Request for Proposals (RFP) has been promulgated by the City and proposals from potential long-term operators of the Garages 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 Garages 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 Garages; and

NOW, THEREFORE, in consideration of the mutual agreement of the parties, it is understood and agreed as follows:

1. **AUTHORITY**: The City’s Manager of Public Works (hereinafter “Manager”) is the City’s representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates a Manager I of Traffic Engineering Services or designee (hereinafter “Director”) as the Manager’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 Garages and the performance of this Agreement.

2. **DESCRIPTION OF FACILITIES**:

A. The Denver Performing Arts Complex (“DPAC”) Garage located at 1055 13th Street Denver, Colorado contains approximately One Thousand Seven Hundred Fifty

(1,750) lined parking spaces and is an enclosed, multilevel mixed use parking facility within a double helix structure.

B. The Cultural Center Garage, located at 65 West 12th Avenue, Denver, Colorado is an enclosed multilevel mixed use parking facility with Nine Hundred Fifty Four (954) lined parking spaces.

C. The Justice Center Garage located at 490 West 14th Avenue contains approximately Six Hundred Thirty Seven (637) lined parking spaces. This Garage is a five level structure with an open roof. Two Thirds (2/3) of the spaces are reserved for the US Post Office, Denver Sheriff's Department and Denver Public Schools.

Not all of the parking spaces in the Justice Center Garage and the Cultural Center Garage will be under the management of the Contractor.

3. OPERATION AND MAINTENANCE OF GARAGES: It is the intent of the City that the Garages, which service various venues, be 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 Garages and shall comply with the Scope of Work attached as Exhibit A.

4. TERM: This Agreement shall have a term commencing on October 1, 2014 and terminating on September 30, 2017. The City may elect to extend the Agreement for one (1) two year (2) period upon the written amendment of this Agreement by the Parties.

5. COORDINATION AND LIAISON: The Contractor understands that the Garages will be utilized in part to provide parking for patrons and staff of several City agencies and private organizations. 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 I of Traffic Engineering Services or as otherwise directed by the City.

The Contractor understands that the Manager I of Traffic Engineering Services 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 Director 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. GARAGE ACCESS AND SECURITY:

A. The Contractor shall comply with all rules, regulations, written policies and authorized procedures from the City with respect to security in the Garages. These rules, regulations, policies and procedure shall be incorporated into the Scope of Work as a part of Exhibit A and may be amended from time to time. The Contractor shall conduct all of its activities at the Garages in compliance with the security program for the Garages, 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 Garages to perform work under this Agreement, undertake repairs or make pickups or deliveries, or who will have access to plans and layouts of the Garages, 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 Garages shall be subject to immediate revocation of their 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 Garages is subject to change without notice. Should the security status of the Garages 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 Garages, 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):

A. The Contractor's fees during the initial and subsequent terms of this Agreement, if the same is renewed and extended, shall be structured as follows:

Cultural Center Garage fee

Year 1	Base Management Fee	\$30,300 Annual (\$2,525 monthly)
Year 2	Base Management Fee	\$30,300 Annual (\$2,525 monthly)
Year 3	Base Management Fee	\$30,300 Annual (\$2,525 monthly)
Year 4	Base Management Fee	\$30,300 Annual (\$2,525 monthly)
Year 5	Base Management Fee	\$30,300 Annual (\$2,525 monthly)

DPAC Garage fee

Year 1	Base Management Fee	\$48,996 Annual (\$4,083 monthly)
Year 2	Base Management Fee	\$48,996 Annual (\$4,083 monthly)
Year 3	Base Management Fee	\$48,996 Annual (\$4,083 monthly)
Year 4	Base Management Fee	\$48,996 Annual (\$4,083 monthly)
Year 5	Base Management Fee	\$48,996 Annual (\$4,083 monthly)

Justice Center Garage fee

Year 1	Base Management Fee	\$24,000 Annual (\$2,000 monthly)
Year 2	Base Management Fee	\$24,000 Annual (\$2,000 monthly)
Year 3	Base Management Fee	\$24,000 Annual (\$2,000 monthly)
Year 4	Base Management Fee	\$24,000 Annual (\$2,000 monthly)
Year 5	Base Management Fee	\$24,000 Annual (\$2,000 monthly)

B. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **FOUR MILLION FOUR HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED AND SEVEN DOLLARS (\$4,435,107.00)**. Contractor acknowledges that any work performed by Contractor beyond that specifically authorized by the City is performed at Contractor's risk and without authorization under this Agreement.

(ii) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Contractor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

8. REMITTANCE TO CITY:

A. It is understood that Contractor shall remit all gross receipts from the operations hereunder directly to the City, where such receipts shall be deposited directly into City owned bank accounts. Points of collection for gross receipts shall include kiosks, management stations, collection booths and any other point of sale. All interest accruing on such gross receipts shall be the property of the City. For the purposes of this Agreement, "gross receipts" shall include, without limitation, all revenues generated at the Garages from any source,

including, but not limited to, fees from all parking operations at the Garages, parking space leases, parking violations, penalties, vending, and advertising. Gross Receipts shall be deposited to the City as described below:

(i) Cash/Check Transient – The Contractor shall deposit all cash and check funds directly into a City designated bank account within 24-hours of receipt. This deposit shall be accomplished by conveying these funds to an armored car, on a daily basis Monday through Friday (and Saturday for DPAC) and on weekends if requested by the City, which will deposit those funds into a City owned account. The Contractor will then receive copies of deposit verifications from the bank the following business day to reconcile the Contractor's deposits

(ii) Credit Card Transient – The City will own the credit card merchant ID number and associated systems. The City will supply the Contractor with a report of verified transactions and variances/discrepancies for the Contractor's reconciliation.

(iii) Cash/Check Monthly – The Contractor shall deposit all cash and check funds received for monthly parking purposes directly into a City designated bank account within 24-hours of receipt. This deposit shall be accomplished by conveying these funds to an armored car on a daily basis, Monday through Friday and on weekends if requested by the City, which will deposit those funds into a City owned bank account. Contractor will then receive copies of deposit verifications from the bank the following business day to reconcile the Contractor's deposits.

(iv) Credit Card Monthly – The City will own the credit card merchant ID number and associated systems. The City will supply the Contractor with a report of verified transactions and variances/discrepancies for the Contractor's reconciliation. The City will have the option of using the Contractor's online payment systems at the City's sole discretion

B. Contractor shall operate the Garages, providing personnel and incidental supplies and equipment. Within fifteen (15) calendar days following the close of each calendar

month, Contractor shall submit to the City a statement for the previous month's gross receipts collected from the Garages and an itemized statement of approved reimbursable Operating Expenses as set forth elsewhere in Exhibit A, Section B “Budget & Reimbursable Expenses,” in a format approved by the City. Contractor will submit the statements to Traffic Engineering Services – Parking Operations, 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 Garages, as set forth elsewhere in this Agreement and in Exhibit A, Section B “Budget & Reimbursable Expenses”, including but not limited to the Annual Budget 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 Reimbursable Expenses as set out in Exhibit A, Scope of Work.

10. USE OF GARAGES: The Garages 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. Contractor shall be permitted the use of office space in the Garages, as determined solely by City, for administrative use of Contractor in connection with operation of the Garages at no additional cost.

11. GARAGES PARKING RATES AND HOURS OF OPERATION: Contractor agrees to charge fees as set forth in Exhibit A Section K, Schedule of Parking Rates, attached hereto and incorporated herein, and to operate the Garages and to keep said Garages open for business during the hours of operation set forth in the said attached Schedule. Any changes in such Schedule of fees, rates and the required hours of operation shall be requested in writing by the Contractor to Traffic Engineering Services – Parking Operations, 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 Operations, and only with the approval of the Manager or Director in his/her sole discretion. Contractor will review all rates quarterly and provide recommendations to the Director for any proposed changes to rates.

12. **TITLE TO GARAGES:** Title to the Garages and all appurtenances shall remain at all times wholly in the City or as the case may be to the various owners of a Garage 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 Garages 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 Garages 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 Garages 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 Garages 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 Garages by Contractor or by those persons in the Garages by authorization of Contractor. Contractor shall make itself aware of all such actions of the City and their effect on the Garages, 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 Garages.

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.

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 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 Manager 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 also 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 by the City on a monthly basis during the term or any renewal hereof. If warranted, the City may 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. TERMINATION:

a. Contractor shall be considered to be in default of this Agreement should Contractor fail to comply with its terms or provisions, and the failure to comply is not cured

within ten (10) days after written notice to Contractor, at which point the City has the right to terminate the Agreement effective immediately. The City has the right to terminate the Agreement 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.

19. STATUS OF CONTRACTOR: It is understood and agreed by and between the parties hereto that the status of Contractor shall be that of an independent contractor under contract to the City pursuant to selection under the Charter of the City, and it is not intended, nor shall it be construed, that Contractor or any officer, agent, employee or subcontractor is an agent, employee, or officer of the City under Chapter 18 of the Denver Revised Municipal Code, or a lessee or licensee of the City, for the purposes of unemployment compensation, workers' compensation, or for any other purpose whatsoever.

20. WAIVERS: No waiver by the City of breach or default of any of the terms, conditions or covenants hereof which are to be performed, kept and observed by the Contractor shall be construed as, or operate as, a waiver of any subsequent breach or default of any of the terms, conditions or covenants herein contained, which are to be performed, kept and observed.

21. COMPLIANCE WITH ALL LAWS: Contractor covenants and agrees that it will not use or permit the Garages to be used in any manner or for any purpose prohibited by the laws of the United States or of the State of Colorado, or by the Charter, ordinances, regulations, or Executive Orders of the City, and Contractor further covenants that it will use the Garages

only for the purposes stated herein or hereafter authorized by the City. Executive Orders may be reviewed by the Contractor at the City's Office of Budget and Management.

22. PAYMENT OF LIVING WAGES

A. Pursuant to § 20-80 of the Denver Revised Municipal Code, the Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., employed by it directly upon the site of the work under this Agreement the full amounts accrued at the time of payment, computed at wage rates not less than \$11.32 per hour, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. The Contractor shall post in a prominent place which is easily accessible to the Covered Workers the scale of wages to be paid to such workers.

B. The Contractor shall furnish to the City Auditor or his authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Contractor or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Contractor or a subcontractor, that payments were made to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, either by the Contractor or any subcontractor, were paid the living wages as set forth in this Agreement.

C. Increases in living wages pursuant to § 20-80 D.R.M.C. effective after the date of this Agreement shall apply to the Contractor and to subcontractors under this Agreement as set out in D.R.M.C. 20-80(b), which shall be on each anniversary date of the execution of the Agreement. In no event shall any increases in living wages over the amount so required by D.R.M.C. 20-80 result in any increased liability on the part of the City, and the possibility and risk of any such increase is assumed by the Contractor. Decreases in living wages after the date of this Agreement shall not be permitted.

D. If any worker to whom the living wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has been or is being paid a rate of

wages less than that required by this Section, the Manager or Director may, at his/her option, by written notice to the Contractor, withhold further payment to the Contractor, or suspend or terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

22.1 PAYMENT OF PREVAILING WAGES:

A. Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C.

B. The Contractor shall pay every Covered Worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. Prevailing Wage schedule incorporated herein as Exhibit C.

C. In accordance with § 20-76(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 § 20-76(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 prevailing 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 prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in

prevailing 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 Contractor.

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.

23. TAXES AND LICENSES: Contractor covenants and agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operation (ad valorem real estate taxes, if ever assessed, shall not be the responsibility of Contractor) and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Garages and further agrees not to permit any of said taxes, excise or license fees to become delinquent, nor to allow any of such licenses or permits to lapse or expire or be suspended, revoked or cancelled. Contractor also covenants and agrees not to permit any mechanic's or materialman's lien or any other lien to be foreclosed upon the Garages or improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for work which is performed at the request of the Contractor. Contractor agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of required premiums, Social Security and unemployment compensation insurance, and all required license fees and taxes. Contractor further covenants and agrees to pay promptly when due, all bills, debts and obligations incurred by it in connection with its operation of the Garages and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Garages or improvements thereon which will in any way impair the rights of the City under this Agreement.

24. ASSIGNMENT AND SUBCONTRACTING: The City is not obligated or liable under the Agreement to any party other than Contractor named herein. Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting, and in the event such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

However, nothing contained herein shall prohibit the City from leasing certain parking spaces in the Garages to third parties during the term of this Agreement or any renewal.

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

26. 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-"VII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be 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 and 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.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Professional Liability, Contractor and subcontractor's insurer(s) shall name 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. Garages Keeper's Liability: Contractor shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for including auto or no auto. The Contractor can maintain this insurance as a separate policy or the Risk Administrator of the City and County of Denver will accept this cover where maintained under a general liability policy or an automobile liability policy

j Employee Dishonesty: Contractor shall maintain limits of \$1,000,000 covering all activities under this Agreement that involve the processing, transportation, calculation or remittance of monies.

k. Additional Provisions:

- (i) For Commercial General Liability, the policy must provide the following:
 - (a) That this Agreement is an Insured Contract under the policy;
 - (b) Defense costs are outside the limits of liability;
 - (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
 - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (ii) For claims-made coverage:

(a) 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.

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.

27. PERFORMANCE AND PAYMENT 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 payment and performance bond (Exhibit D) payable to the City and County of Denver in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) 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.

28. CITY INSURANCE: The City may, in its sole discretion, act as a self-insurer or procure certain types of insurance on the Garages or portions thereof, consistent with Contractor insurance obligations hereunder, provided that, the City shall not insure or self-insure in any areas of coverage or responsibility of the Contractor unless the City determines, in its sole discretion, that such double coverage in a particular area of responsibility would be in the best interest of the City.

29. INDEMNIFICATION:

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the 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 suit has been filed and even if Contractor is not named as a Defendant.

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 Contract 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.

30. NOTICES: All notices required to be given to the City hereunder shall be given personally or sent by registered mail to the Manager of Public Works of the City in the care of the Traffic Engineering Services – Parking Operations, 201 W. Colfax Avenue, Dept. 508, Denver, Colorado 80202. All notices required to be given to Contractor hereunder shall be given personally or sent by registered mail to:

SP Plus Corporation
Attn: Senior Vice President
1801 California Street, Suite 2775
Denver, Colorado 80202

With a copy to: SP Plus Corporation
Attn: Legal Department
507 Mainstream Drive
Nashville, TN 37228

31. DEFINITION OF TERMS: Wherever the term "the City" is used and any rights, duties and privileges are created thereby, such rights, duties and privileges may be exercised on behalf of the City by the Manager. The word "day" shall mean calendar day, unless otherwise specified.

32. AGREEMENT MADE IN COLORADO: This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado.

33. CONFLICT OF INTEREST: The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

34. NO THIRD-PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in the Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the City and Contractor that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

35. CONFIDENTIAL INFORMATION: The Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

36. DISPUTES: All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et. seq. For the purposes of that

procedure, the City official rendering a final determination shall be the City representative identified in Article 1 hereof.

37. TAXES, CHARGES, AND PENALTIES: The City shall not pay or be liable for the payment of any claimed interest, taxes, fees, late charges or penalties of any nature, except as required by the City's Revised Municipal Code.

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

39. SUBJECT TO LOCAL LAWS; VENUE: Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto. The Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into the Agreement as if fully set out herein by this reference. The City agrees to advise the Contractor of the issuance of Executive Orders, if any, occurring after the date of execution of this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

40. HAZARDOUS MATERIALS: Contractor shall not cause or permit 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 Garages by Contractor, its agents, employees, contractors, or invitees. The term Hazardous Materials shall also encompass materials defined as "Hazardous Substances".

Contractor shall not cause or permit 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 Garages or elsewhere; or (b) the condition, use, or enjoyment of the Garages or any other real or personal property. It is understood that in the operation of the Garages, 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

Garages onto the driving or parking surface of the Garages, which leakage is excluded from the coverage of this Article 41. 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 Garages 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 Garages or the personal property, persons, animals, or otherwise located in or on the Garages, and which Hazardous Material came to be present in the Garages 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.

41. USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS: The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities, including the Garages, or participating in City operations.

42. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with

any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

43. TOBACCO PRODUCTS: There shall be no sale or advertising of tobacco products on the Garages or in other facilities owned or operated or controlled by the City and County of Denver. “Sale” includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. “Advertising” includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever but does not include any advertising and sponsoring which is a part of a performance or show or event displayed or held in City facilities.

44. SURVIVAL OF CERTAIN AGREEMENT 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 Consultant’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.

45. AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the parties, their successors and assigns. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied herein in a written amendatory or other Agreement executed by the parties and signed by the signators of the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

46. EXHIBITS TO AGREEMENT: The following documents, certain of which are attached hereto, are incorporated herein and made a part of this Agreement:

- A. Exhibit A-Scope of Work

- B. Exhibit B-Certificate of Insurance
- C. Exhibit C –Prevailing Wage Schedule
- D. Exhibit D-Bond

The terms and conditions of this Agreement shall control over any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced, attached, or incorporated documents.

47. LEGAL AUTHORITY:

A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Contractor do hereby warrant and guarantee the he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

48. COUNTERPARTS OF THIS AGREEMENT: This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

49. 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 subconsultant 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 it is required 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 subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant 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.

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.

50. CREDIT CARD COMPLIANCE AND INDEMNIFICATION.

A. 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. Contractor further 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 and comply in full with the terms and conditions set out in this Section. If any equipment needs remediation in order to be compliant with Security Guidelines, then the City shall be responsible for the cost of such remediation, either directly or as a reimbursable operating expense of Contractor.

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. The City will provide Contractor verification as of its last audit that all modules of the City’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. If Contractor uses a third party vendor to provide the monitoring and scanning service required by the City pursuant to this clause, then the cost of such vendor would be reimbursed as an operating expense.

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 attributable to the Contractor 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.

51. 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 under the Agreement, 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.

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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-201417250-00

Contractor Name: SP Plus Corporation

By: Christopher B Conley

Name: Christopher B Conley
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: Dan Huberty

Name: DAN HUBERTY
(please print)

Title: EXECUTIVE VICE PRESIDENT
(please print)



EXHIBIT A

SCOPE OF WORK

DENVER JUSTICE CENTER GARAGE CULTURAL CENTER COMPLEX GARAGE DENVER PERFORMING ARTS COMPLEX GARAGE

This Scope of Work for professional parking garage management is between the City and County of Denver (here in-after referred to as the “City”) and a qualified professional parking operator (here in-after referred to as the “Contractor”).

By terms of the Management Agreement, the Contractor will operate three (3) Parking Garages (hereinafter referred to as the “Garages”, or individually as “Garage”) on behalf of the City. This Scope of Work constitutes the basic guidelines, standards, and specific procedures for the operation and maintenance of the Garages that the City requires the Contractor to meet. These guidelines, standards, and procedures are subject to change at the discretion of the City by written notification from the Manager of Public Works or appointed contract administrator (hereinafter referred to as the “Manager”). Failure to abide by this Scope of Work, at the discretion of the City could constitute a breach of this Agreement.

The three (3) parking Garages under this management Agreement are as follows:

- 1) **Denver Justice Center Garage** – 490 West 14th Avenue, Denver, Colorado 80202
- 2) **Cultural Center Complex Garage** - 65 West 12th Avenue, Denver, Colorado 80202
- 3) **Denver Performing Arts Complex Garage** – 1055 13th Street, Denver, Colorado 80202

The City, at its sole discretion, may add a new Garage facility (with prior agreement by the Contractor) or subtract an existing Garage facility from this management Agreement with a thirty (30) day written notice to the Contractor by the Manager or appointed contract administrator.

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SECTION A: AREAS OF GARAGE MANAGEMENT

The Contractor, per this Scope of Work, will professionally manage the following parking Garage facilities:

Denver Justice Center Garage – 490 West 14th Avenue

The Contractor will manage 400 multi-purpose parking spaces serving reserved parking and paid public parking in the Golden Triangle, Government Campus, Civic Center areas, and events in the vicinity. Monthly permit parking (restricted availability – no public monthly permits) is offered in this Garage.

Cultural Center Complex Garage - 65 West 12th Avenue

The Contractor will manage 954 parking spaces serving paid public parking in the Golden Triangle, Central Business District, Government Campus, Civic Center areas, and events in the vicinity. Monthly permit parking is offered in this Garage.

Denver Performing Arts Complex Garage – 1055 13th Street

The Contractor will manage 1,750 parking spaces serving paid public parking in the Theatre District, Central Business District, and events in the vicinity. Monthly permit parking is offered in this Garage.

The Manager or appointed contract administrator, at any time, may give notice in writing to the Contractor if the amount of parking stalls managed in the Garages increases or decreases.

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 Garage. The budget shall be submitted each year on a date approved by the Manager or appointed contract administrator. The annual budget must be approved in writing by the Manager or appointed contract administrator. The budget shall include the following items:
1. Salary costs for managers and wages 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 approved categorized expenses as allowed by this Agreement, which include, but are not limited to:

- Security – DPAC and Cultural Center only. Schedules to be approved by the Manger or appointed contract administrator
- Off-Duty Police Officers - Event traffic control
- Uniforms
- Ticket inventory for revenue access control system
- Telephone (landline, fax and manger/supervisor cellular phones)
- Postage
- Transponders, hang tags, or other approved devices used to manage monthly parkers
- On-site office equipment and supplies
- Receipt paper roll inventory for revenue control system(s)
- Parking access control equipment repair and preventative maintenance
- Payment systems repair, PCI compliance, and preventative maintenance
- Armored car service
- Enforcement supplies or services
- Audit supplies or services
- Cleaning and janitorial equipment and supplies
- Power sweeping
- Power washing
- Snow and ice removal services and resources
- Trash and graffiti removal
- Striping (line painting), curb painting and island painting
- Signage
- Sign installation and repair
- Customer refunds
- Itemized Miscellaneous Expenses
- Maintenance to utility cart (DPAC only)
- Insurance premiums established by Contractor required under this Agreement and specifically allocable to this Agreement
- Management fees
- Itemized Miscellaneous Expenses not included in the annual budget must be approved in writing by the Manager or appointed contract administrator

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 or appointed contract administrator. 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 monthly bases. 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 original invoices and receipts (scanned copies of originals will suffice). Invoices and receipts that are illegible, not dated or labeled will not be reimbursed. If the Manager or appointed contract administrator 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 or appointed contract administrator.
 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(s). Reimbursement to the Contractor from the City will be made within thirty-five (35) days of receipt and approval of expenses by the Manager or appointed contract administrator. Expenditures submitted to the City will include the original 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 approved by the Manager or appointed contract administrator 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 or appointed contract administrator. 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. These items shall be provided, if applicable, by the Contractor at their 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 subscriptions
8. Losses and expenses associated with theft or robbery of Garage revenue
9. Losses and expenses associated with employee theft, shortage, or mismanagement
10. Deductibles, if any, on all bonds, insurance policies, and programs

Changes or modifications to this section must be approved in writing by the Manager.

SECTION C: RECORDS AND REPORTING

1. The following daily or continuous records and reports will be maintained for each Garage and available for inspection by the City:
 - a. Daily total count of all vehicles entering and exiting the Garage for each gate
 - b. Daily total sales receipts (cash, credit card and monthly transactions)
 - c. Daily combined recap of all cashier booth and pay-station activity
 - d. Daily account of monthly or other transponder pucks sold (Contractor to supply, sell and control use of all transponder pucks)
 - e. Daily account of all ticket validations, discounted tickets, and miscellaneous revenue received
 - f. Daily report of all Garage incidents (including security)
 - g. Garage closure log detailing specific times and reasons for closures

2. Monthly records and reports. The following information for each Garage will be reported monthly to the Manager or appointed contract administrator:

By the Third (3rd) business day of the following month:

- Preliminary Total Gross Revenues, by category (i.e., daily transient, special event, monthly), for the previous month.

By the Fifteenth (15th) calendar day of the following month:

- Cover letter summarizing any significant variances in revenue and expenses and any significant abnormalities occurring in the Garages during the month
- Profit and Loss Statement by month and year to date – Total Gross Revenues by category & Expenses by category
- Revenue Summary Report(s)
 - Including colored graphs indicating current month vs. same month prior year
- Detailed Deposit Report(s)
- Payroll Distribution Report
- Annual Budget Roll-up Summary
- Monthly Parker Billing Detail
- Monthly Parker Accounts Receivable Detail
- Aging Account Receivables Report
- Variance report of revenues and expenses - Current month vs. budget, YTD vs. budget, and current month vs. same month prior year
- Ticket Summary report detailing by date all tickets issued and collected by category along with missing tickets
- Monthly expenditure report by budget item showing current month and year-to-date
- Copies of original invoices supporting the expenditures
- Citation Summary (issued, revenue, and outstanding)

- Occupancy report generated from revenue control software
3. 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 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 (5th) 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.

- Counter logs (gates, ticket dispensers and loop counts if applicable)
- Cashier shift reports
- Bank deposit reports
- Monthly parking database including free and discounted parkers
- Ticket inventory (received and issued)
- NSF check report/log

All Contractor reports must be approved by the Manager or appointed contract administrator. Changes or modifications to this section must be approved in writing by the Manager.

4. Originals of all settlement sheets, cashier shift reports, deposit slips, and tickets separated by shift will be stored at a secure location available with 24 hours notice for a minimum of three years 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. The Contractor will maintain a list of Non-Sufficient Funds (NSF) checks up to one year old. 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 Public Works Finance and Administration with a detailed explanation of all collection efforts.

SECTION D: DEPOSITS AND SETTLEMENTS

DEPOSITS

The Contractor shall deposit all Garage 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 Garage, shall be collected daily (Monday through Friday), unless previously authorized by Manager or appointed contract administrator.

CREDIT CARD SETTLEMENT

The Contractor will settle credit cards daily. The Contractor will use City owned merchant accounts and send credit card settlement reports to Public Works Finance and Administration within 24 hours of settling the account(s).

Changes or modifications to this section must be approved in writing by the Manager.

SECTION E: EQUIPMENT

REVENUE & OPERATIONAL CONTROL EQUIPMENT

The City will provide revenue and operational control equipment. The Contractor shall perform the following: maintenance, preventative maintenance repairs, and/or service of all parking equipment and their systems. The Contractor in conjunction with the City will draft a detailed preventative maintenance plan within thirty (30) days of the Agreement start date. Once approved by the City, any modifications to the maintenance plan must be approved in writing by the Manager or appointed contract administrator.

In the event that 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 or appointed contract administrator 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 or appointed contract administrator.

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 parking equipment and their systems
2. Preventative maintenance repairs of parking equipment and their systems
3. Service of all parking equipment and their systems

EQUIPMENT MAINTENANCE – THE RESPONSIBILITIES OF THE CITY

1. Maintain and service all life/safety (fire alarm, sprinkler, and monitoring systems).
2. Maintain and service carbon monoxide detection system and exhaust fans.
3. Maintain and service the passenger elevators.
4. Maintain and service Condominium owner's storage areas, where applicable.
5. Maintain and service Garage camera surveillance systems.
6. Maintain and service Garage lighting systems.
7. Maintain and service heating and cooling systems (excluding minor repairs and maintenance in the Parking Office and cashier stations).
8. Maintain and service heaters and air conditioners (excluding minor repairs and maintenance in the Parking Office and cashier stations).
9. Service and repair the major electrical systems and plumbing (excluding minor repairs and maintenance in the Parking Office and cashier stations).
10. Inform the Contractor of repairs, modifications and other activities which may cause interruption of routine parking services.
11. Maintain access systems (locks, keys and inventory control).
12. Add to or replace revenue control equipment as needed.

SECTION F: DAMAGES

OPERATIONAL

Documented violations by the Contractor of any of the duties and requirements listed in this Scope of Work will result in the assessment of a one hundred dollar (\$100.00) penalty, per violation, which will be deducted from the Contractor's management fee.

REPORTING

For each Garage, the Contractor shall provide accurate monthly reports and supporting documentation for reimbursable expenses to the City no later than the fifteenth (15th) of each calendar month and shall deliver other accurate reports no later than the agreed upon schedule of time. If the Contractor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Contractor equal to the lesser of a lump sum of one hundred dollars (\$100.00) or fees of fifty dollars (\$50.00)

per page per erroneous report as fixed and agreed upon liquidated damages 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 of its legal and equitable rights with respect to any breach or default of the Management Agreement.

Repeated inaccuracies, illegibility, or other evidence of negligent management in the distribution of reports shall constitute, in the sole discretion of the City, cause to terminate this agreement.

DEPOSITS

The Contractor shall deposit the monies collected into designated City bank account(s) within 24 hours of the collection date, Monday through Friday and shall provide documentation of the date and time of the deposit transaction. If the Contractor fails to provide said service level, 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.

The Contractor shall monitor, maintain and keep records for the electronic pay station and cashier station change fund balances and replenish as needed. The City may provide the Contractor with change funds sufficient for each Garage(s) operation, however, it is expected that the Contractor will be responsible for providing a sufficient change fund needed to appropriately operate each pay station and cashier booth effectively. The estimated total change fund amounts for each Garage is: DPAC – \$6,000, CCG – \$1,500, DJCG - \$3,000. Change fund amounts for each Garage must be approved in writing by the Manager or appointed contract administrator.

CREDIT CARD SETTLEMENT

The Contractor will settle credit cards daily, concurrent with closing the Garage. The Contractor will send credit card settlement reports to Public Works Finance and Administration within 24 hours (Monday through Friday).

Changes or modifications to this section must be approved in writing by the Manager.

SECTION G: MAINTENANCE AND CLEANING

GENERAL CLEANING – RESPONSIBILITY OF CONTRACTOR

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

GENERAL GUIDELINES:

1. The entire Garage, driveways, walkways, islands, curbs, etc, must be power washed at least once a year, unless otherwise approved by the Manager or

appointed contract administrator. The Garage washing should be done during warm weather on an on-going schedule to be approved in writing by the Manager or appointed contract administrator.

2. The entire Garage must be power vacuum/swept at least quarterly or at the request of the City. A schedule of power sweeping must be approved by Manager or appointed contract administrator.
3. Clean all revenue control devices at least once per week, or as needed.
4. Clean all revenue electric vehicle charging station devices at least once per week, or as needed.
5. Clean all Garage handrails (including supporting rails) at least once per week, or as needed.
6. DPAC Garage Only: Clean all elevators at least daily; this includes door tracks, walls, ceiling, floors and doors. Interior and exterior of doors to be cleaned daily or as necessary.
7. All Garage interior and exterior stairwells shall be swept, vacuumed, or wet mopped at least once per week and or as often as necessary.
8. All Garage air vent louvers and overhead piping shall be cleaned at least once per month, and/or as often as necessary.
9. The Garage cashier's booth shall be cleaned as often as necessary, inside and out to achieve a clean and professional appearance.
10. All Garage windows shall be cleaned at least once per month, and as often as necessary.
11. All walkways, islands, curb areas, and stairwells must be hand-swept at least weekly, or as needed or requested by the City. Certain areas may allow cleaning by air blower, however must be approved in writing by the Manager or appointed contract administrator.
12. Empty all garbage cans at least twice per week, or more if needed, into a central dumpster. Contract for disposal of same.
13. Clean all signage at least once per month or as needed.
14. 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.

15. Keep all sidewalks, Garage entrances and stairwells free of any ice and/or snow.
16. Re-paint parking stall and drive lane lines at least once per year, or as needed.
17. DPAC Garage Only: It will be the responsibility of the Contractor to immediately plow accumulated snow on the top levels of the Garage and ramps leading to the top level. The use of a metal plow blade is not allowed. To de-ice top levels of Garages, use only garage safe de-icer (Calcium Magnesium Acetate (CMA)), approved by the Manager or appointed contract administrator. Any other use of an un-authorized de-icer may damage the concrete and may require the Contractor to make the necessary repairs at their own costs.
18. The Contractor will maintain the interior of the Parking Manager's office, adjacent areas, to the highest degree of cleanliness and order. Office furniture and equipment will at all times be presentable and businesslike. Also, painting of walls and ceilings of same, and cleaning of all carpets and windows.

A detailed maintenance/janitorial schedule including daily, weekly, monthly and annual duties will be generated by the Contractor in conjunction with the City within Thirty (30) days of the contract start date. This schedule can be modified at any time with City approval. Changes must be approved in writing by the Manager or appointed contract administrator.

SECTION H: OPERATIONS

Contractor shall:

Provide complete operational control of the whole Garage as directed by the Manager or appointed contract administrator.

Supervise the use of the Garage by all parkers. Use of reserved spaces will be monitored.

Revenue Control - The Contractor's manager will be required to provide continual attention to established revenue control procedures. The size and complexities of the Garages makes such procedures an essential part of the overall operations.

The Contractor's resident manager shall meet on a monthly basis with the Manager or appointed contract administrator to coordinate Garage operations and to discuss the monthly financial and expenditure package.

The Contractor's resident manager, at the direction of the Manager or appointed contract administrator, 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, shall be provided to the Manager or appointed contract administrator, and updated as necessary.

Provide assistance to Garage customers, such as directions and minor car care (i.e., flat tire assistance, battery starting, aid in locating their vehicle)

The City shall:

Establish and/or approve Garage operating rates and hours of operation

Pay all Garage related utilities

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

MONTHLY PARKING

Contractor, with prior Manager approval, may sell monthly or other long-term parking spaces to potential customers, while emphasizing the hourly parking sales and to exercise adequate accounting control over access device distribution utilizing procedures approved by the Manager or appointed contract administrator.

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 or appointed contract administrator. Monthly accounts shall be paid by the fifth (5th) of the month and any accounts not paid by the tenth (10th) shall be deactivated unless otherwise approved by the Manager or appointed contract administrator. 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 complete a "Monthly Parker" agreement/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 (if applicable) on monthly permits/access devices along with the amount, accounting and reporting procedures must be approved in writing by the Manager or appointed contract administrator.

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

Changes or modifications to this section must be approved in writing by the Manager.

CASH MANAGEMENT

All currency, coins, and/or checks shall be deposited via armored courier at least once each day, Monday through Saturday. Copies of all deposits records must be maintained by the Contractor and available for review within 24 hours by the City. Any alterations to this schedule must be approved in writing by the Manager or appointed contract administrator.

Locked collection canisters will be taken from each pay station machine by the Contractor's garage manager, or an authorized employee, to an authorized secure location. The Contractor will then unlock, reconcile, and deposit the revenue from the canisters into a City account via armored car service. At least two (2) authorized employees must be present during the entire collection process. The Contractor's authorized list of collection employees must be approved in advance by the Manager or appointed contract administrator.

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 and Administration
- 1 - Contractor File

All money and collection canisters, including spares, shall be kept locked up at all times in a secured safe. All Contractor cash counting shall be conducted in a designated locked and secure area.

Modifications to the cash management program must be approved in writing by the Manager or appointed contract administrator.

AUDIT PROGRAM

The Contractor in conjunction with the City will generate a detailed financial and operational audit program for each Garage within sixty (60) days of the execution of this Agreement. The audit program must be approved in writing by the Manager or appointed contract administrator. Modifications to the audit program must be approved in writing by the Manager or appointed contract administrator.

SPECIAL POLICIES AND PROCEDURES

Free or discounted parking– A list of signatures authorized to provide free or discounted parking shall be kept on file (along with authorization letters) in the

manager's office and in each cashier's booth. Authorization of free or discounted parking must be approved in writing through the Manager or appointed contract administrator.

Validations - Provide a parking validation program option to parkers with approval in writing by the Manager or appointed contract administrator.

Employee parking – Contractor employees shall be issued free 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 areas must be approved in writing by the Manager or appointed contract administrator. Off-duty and other Contractor employees do not have parking privileges.

Event parking – The facility manager shall remain alert to all special events in their respective facilities and the surrounding area that may potentially impact the Garage(s). Special events can cause unusual traffic demands and the facility manager must staff accordingly to efficiently manage the demand of any event. Staffing and event plans must be provided to the Manager or appointed contract administrator in advance.

Traffic control - The Contractor is responsible for maintaining efficient ingress and egress traffic flow within the parking facilities by directing patrons to available parking, preventing traffic delays and directing patrons away from areas that are full. This control may include closing the entire Garage(s) when it becomes full. If the Garage(s) becomes full, the Contractor must notify the Traffic Management Center immediately so PW-Traffic Engineering Services can take specific on-street actions. The Contractor must re-open the Garage(s) as soon as vacancy permits. The Contractor must also notify the Traffic Management Center immediately upon re-opening. The Contractor shall keep a detailed log for each Garage of full and re-open dates. This log shall include, at a minimum, the date and time of when each Garage was full or re-opened and any pertinent notes associated with the each event.

Event management plans for each Garage must be created by the contractor and approved in writing by the Manager or appointed contract administrator within sixty (60) days of the Agreement start date. Modifications to the event management plans must be approved in writing by the Manager or appointed contract administrator.

SECTION I: SECURITY

SECURITY SERVICE OF EACH GARAGE

The Contractor shall employ a licensed and bonded professional security service approved in writing by the Manager or appointed contract administrator. For each Garage (excluding the DJCG), a detailed schedule of security personnel and responsibilities must be approved in writing by the Manager or appointed contract administrator. Modifications to the schedules or responsibilities must be approved in

writing by the Manager or appointed contract administrator.

FACILITY SECURITY

KEYS & COMBINATION CODES

The Contractor will exercise extreme care to assure that keys and combination codes that have been assigned to the Contractor (i.e., office and to various pieces of revenue control equipment) are restricted only to those personnel needing the keys to perform their duties properly. The contractor will keep a log or master list of who has keys to which doors and pieces of equipment. The Manager or appointed contract administrator must approve the list of the authorized personnel.

GENERAL

1. Do not prop open pedestrian or stairwell doors for any reason.
2. Check for one-way “free exit” from all Garage level doors, to all stairwells and then to the outside per Fire Department regulations, and that the same doors close with auto closures.
3. Cashier booth doors and windows to remain locked at all times, when not occupied.

SECURITY OF RECORDS

RECEIPTS

All receipts collected are the responsibility of the Contractor until deposited into the City’s bank account. All money’s collected will be kept in the locked drop 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 or appointed contract administrator. The approved employees will have access to these moneys for counting and preparation of daily bank deposits. The safe combination and the locks to the count room will be changed by the Contractor whenever an employee, having access to these areas, leaves employment of the Contractor.

PARKING ENTRY/EXIT TICKETS, VALIDATIONS, & CITATIONS

The Contractor shall be responsible for protecting from theft or misuse all parking entry/exit tickets, validations, and citations collected and will be held accountable for all of these purchased items. All voided tickets must be identified with a description of the reason for which it was voided. The Contractor will provide a separate reporting category for voided tickets and process them with the daily reports. All mutilated, damaged, “found” or not regularly transacted tickets will be voided and maintained in the

same manner. All entry/exit tickets and validations will be stored in a locked area and dispensed by authorized personnel. The Manager or appointed contract administrator must approve the list of the authorized personnel.

STORAGE OF COLLECTED TRANSACTION TICKETS

All original collected entry/exit and validation tickets will be stored by date, cashier and shift. These original transaction tickets will be stored in a manner so as to be available for inspection within 24 hours from the time of request. All transaction tickets will be stored for audit for three (3) years.

STAFF DAILY LOGS

The Contractor will require security staff to maintain and complete daily log reports for each shift. The report will include detail of Garage areas monitored, specific time of monitoring, all security incidents noticed, actions taken, to respond to security, incidents, and other duties performed at specific times during the shift. These reports must be signed by the employee and supervisor at the end of the shift. Reports will be kept on file in the Garage office and available for review within 24 hours by the City.

FILING OF CHARGES OF DESTRUCTION OF PUBLIC PROPERTY

Any individual observed breaking gate arms or 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 Garage. The report will discuss in detail the nature of the injury (accidental or assault), the specific location, parties involved, first aid administered, etc. The Contractor report will be delivered to the Manager or appointed contract administrator within 24 hours of the incident and kept on file in the Garage office.

DAMAGE TO CUSTOMER'S VEHICLES

Any customer whose vehicle is damaged in the Garage(s) and who requests assistance is to be instructed to file an Incident Report. A copy of the incident report will be delivered to the Manager or appointed contract administrator within 24 hours of the incident and kept on file in the specific Garage office location.

EMERGENCIES

Within thirty (30) days of the contract start date, the Contractor will be responsible to have a plan approved by the Manager or appointed contract administrator for any emergency that a minimum will include: attempted robberies, natural disasters, injuries to employees or the public, and fires.

The Contractor will ensure their employees are well trained and able to respond according to this emergency plan.

Changes or modifications to this section must be approved in writing by the Manager.

SECTION J: STAFFING AND PERSONNEL

The Contractor shall provide qualified personnel with a professional demeanor to perform all required operational and maintenance/janitorial duties at the Garages. Contractor personnel shall always be clean and neat and shall deal with parking patrons in a prompt, polite and business-like manner. All Contractor personnel will comply with the City's and 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 Agreement.

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

A staffing plan for each Garage must be approved in writing by the Manager or appointed contract administrator. Changes to the staffing plans must also be approved in writing by the Manager or appointed contract administrator.

Prior to hiring, all resumes of the Contractor's management and supervisory staff supporting this Agreement must be approved in writing by the Manager or appointed contract administrator.

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

UNIFORMS

All attendants, security personnel, cashiers, maintenance personnel, and shift 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 and County of Denver. Uniforms that are 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 photo identification badge. At no time will the Contractor's employees be permitted to wear any clothing or optional item which differs from the approved uniform. Uniforms must be approved in writing by the by the Manager of Public Works, or appointed contract administrator.

SECTION K: PARKING RATES AND HOURS OF OPERATION

CURRENT RATES

Rates are decided upon by the Manager of Public Works. Following are the current rates (as of July 1, 2014) for each Garage:

Denver Justice Center Garage

Monthly Rates:

Regular Monthly	\$110.00
Reserved Monthly	N/A

Hourly Transient Rates:

Early Bird	\$6.00 - (In by 9 am, out by 6 pm, Mon-Fri)
Up to 4 hours	\$5.00
Up to 6 hours	\$8.00
Up to 10 hours	\$10.00
Up to 12 hours	\$12.00
Motorcycle Area	\$2.00

Cultural Center Complex Garage

Monthly Rates:

Regular Monthly	\$110.00
Reserved Monthly	N/A

Hourly Transient Rates:

Early Bird	\$7.00 - (In by 7:30 am, out by 6 pm, Mon-Fri)
Up to 1 hour	\$1.00
1 - 2 hours	\$3.00
2 - 3 hours	\$4.00
3 - 5 hours	\$7.00
5+ hours	\$12.00
All Day Max	\$12.00

Denver Performing Arts Complex Garage

Monthly Rates:

Regular Monthly	\$150.00
Reserved Monthly	\$195.00

Hourly Transient Rates:

Early Bird	\$6.00 - (In by 9 am, out by 6 pm, Mon-Fri)
Up to 1 hour	\$4.00
1 to 2 hrs.	\$6.00
2+ hrs.	\$9.00
After 2 pm (M-F)	Event Rate
All Times Sat-Sun	Event Rate
Daily Overnight	\$19.00
Lost Ticket	\$19.00
Event Rate – Mon-Thru	\$10.00 - or as <i>Posted</i>
Event Rate – Fri-Sun	\$12.00 – or as posted

The Contractor is expected to submit Garage rate structure recommendations, to include area rate and occupancy surveys, at a minimum of every six (6) months to the Manager or appointed contract administrator for review. Modifications to all Garage rate structures must be approved in writing by to the Manager or appointed contract administrator.

GARAGE HOURS OF OPERATION

The hours of operation, for each individual Garage, is decided by the Manager or appointed contract administrator. Following are the current hours of operations for each Garage:

Denver Justice Center Garage: Open 24 hours a day, 7 days a week, 365 days a year

Cultural Center Complex Garage: Open 5 am to 11 pm, daily (or as posted)

Denver Performing Arts Complex Garage: Open 24 hours a day, 7 days a week, 365 days a year

Facility hours of operation are subject to change, at any time, with Manager or appointed contract administrators written notice.

EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/14/2014

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 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).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED SP Plus Corporation Standard Parking 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA		INSURER A: National Union Fire Ins Co of Pittsburgh 19445	
		INSURER B: ACE American Insurance Company 22667	
		INSURER C: Commerce & Industry Ins Co 19410	
		INSURER D: Federal Insurance Company 20281	
		INSURER E: XL Insurance America Inc 24554	
		INSURER F: Liberty Insurance Underwriters, Inc. 19917	

COVERAGES **CERTIFICATE NUMBER: 570054909352** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			XSLG27328325 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EACH OCCURRENCE	\$1,750,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,750,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,750,000
							GENERAL AGGREGATE	\$1,750,000
							PRODUCTS - COMP/OP AGG	\$1,750,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA08815434	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Garagekeepers Limit	\$2,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE034545056	01/01/2014	01/01/2015	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC47874750 AOS SCFC47874762 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
B					01/01/2014	01/01/2015	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Misc Liab Cvg			017205111 Crime	01/01/2014	01/01/2015	Occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Location - Denver Performing Arts Center - 99352 - 1055 13th St. Denver CO 80202. 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.

CERTIFICATE HOLDER

City and County of Denver
201 W. Colfax Dept. 611
Denver CO 80204 USA

CANCELLATION

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
Aon Risk Services Central, Inc.

Holder Identifier : 99352

Certificate No : 570054909352





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570054909352			
CARRIER See Certificate Number: 570054909352	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 : Lexington Insurance Company	19437
INSURER H : National Surety Corporation	21881
INSURER	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				XSLG27328325 Garage Liability SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Oth than Auto - agg	\$15,000,000
							Auto Only - ea Accid	\$1,750,000
							Oth than Auto - ea ac	\$1,750,000
	EXCESS LIABILITY							
E				US00005541LI14A \$25M xs \$25M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
D				93642007 \$25M xs \$50M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
F				100002719909 \$25M xs \$75M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
H				SHX00015087216 \$25M xs \$100M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
							Each Occurrence	\$25,000,000
	OTHER							
G	Excess Auto Lia			028339649 Auto Excess	01/01/2014	01/01/2015	Occ & Agg	\$3,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/14/2014

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 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).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:		INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105			
INSURED SP Plus Corporation Standard Parking 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA	E-MAIL ADDRESS:		INSURER A: National Union Fire Ins Co of Pittsburgh	19445	
			INSURER B: ACE American Insurance Company	22667	
			INSURER C: Commerce & Industry Ins Co	19410	
			INSURER D: Federal Insurance Company	20281	
			INSURER E: XL Insurance America Inc	24554	
			INSURER F: Liberty Insurance Underwriters, Inc.	19917	

COVERAGES CERTIFICATE NUMBER: 570054909382 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			XSLG27328325 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,750,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$1,750,000 PRODUCTS - COMP/OP AGG \$1,750,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA08815434	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers Limit \$2,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE034545056	01/01/2014	01/01/2015	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLRC47874750 AOS SCFC47874762 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Misc Liab Cvg			017205111 Crime	01/01/2014	01/01/2015	Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Location - Cultural Center Garage - 99353 - 65 w. 12th Ave. Denver CO 80204. 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.

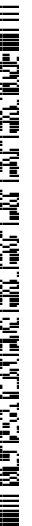
CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 201 W. Colfax Dept. 611 Denver CO 80204 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 : 99353

Certificate No : 570054909382





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570054909382			
CARRIER See Certificate Number: 570054909382	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 : Lexington Insurance Company	19437
INSURER H : National Surety Corporation	21881
INSURER	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				XSLG27328325 Garage Liability SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Oth than Auto - agg	\$15,000,000
							Auto Only - ea Accid	\$1,750,000
							Oth than Auto - ea ac	\$1,750,000
	EXCESS LIABILITY							
E				US00005541LI14A \$25M xs \$25M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
D				93642007 \$25M xs \$50M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
F				100002719909 \$25M xs \$75M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
H				SHX00015087216 \$25M xs \$100M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
							Each Occurrence	\$25,000,000
	OTHER							
G	Excess Auto Lia			028339649 Auto Excess	01/01/2014	01/01/2015	Occ & Agg	\$3,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/14/2014

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PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:		PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:					
INSURER(S) AFFORDING COVERAGE					NAIC #	
INSURED SP Plus Corporation Standard Parking 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA	INSURER A: National Union Fire Ins Co of Pittsburgh					19445
	INSURER B: ACE American Insurance Company					22667
	INSURER C: Commerce & Industry Ins Co					19410
	INSURER D: Federal Insurance Company					20281
	INSURER E: XL Insurance America Inc					24554
	INSURER F: Liberty Insurance Underwriters, Inc.					19917

COVERAGES CERTIFICATE NUMBER: 570054909391 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			XSLG27328325 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,750,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$1,750,000 PRODUCTS - COMP/OP AGG \$1,750,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA08815434	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers Limit \$2,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE034545056	01/01/2014	01/01/2015	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLRC47874750 AOS SCFC47874762 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Misc Liab Cvg			017205111 Crime	01/01/2014	01/01/2015	Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Location - Justice Center Garage - 99359 - 490 W. 14th Ave. Denver CO 80204. 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.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 201 W. Colfax Dept. 611 Denver CO 80204 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>





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570054909391			
CARRIER See Certificate Number: 570054909391	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 : Lexington Insurance Company	19437
INSURER H : National Surety Corporation	21881
INSURER	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				XSLG27328325 Garage Liability SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Oth than Auto - agg	\$15,000,000
							Auto Only - ea Accid	\$1,750,000
							Oth than Auto - ea ac	\$1,750,000
	EXCESS LIABILITY							
E				US00005541LI14A \$25M xs \$25M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
D				93642007 \$25M xs \$50M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
F				100002719909 \$25M xs \$75M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
H				SHX00015087216 \$25M xs \$100M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
							Each Occurrence	\$25,000,000
	OTHER							
G	Excess Auto Lia			028339649 Auto Excess	01/01/2014	01/01/2015	Occ & Agg	\$3,000,000

EXHIBIT C



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Associate Human Resource Professional
DATE: Friday July 11, 2014
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday July 11, 2014** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO140012
Superseded General Decision No. CO20130012
Modification No. 07
Publication Date: 07/04/2014
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO140012 07/04/2014 CO12

Superseded General Decision Number: CO20130012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	02/07/2014
4	04/18/2014
5	06/06/2014
6	06/20/2014
7	07/04/2014

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-004 01/01/2014

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.03	8.63

BRCO0007-006 05/01/2014

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.22	8.62

ELEC0012-004 09/01/2013

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN Electrical contract over		

\$1,000,000.....	\$ 27.25	11.92
Electrical contract under		
\$1,000,000.....	\$ 24.75	11.84

ELEC0068-001 06/01/2014

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.65	12.70

ELEC0111-001 09/01/2013

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 25.05	9.20
Groundman.....	\$ 22.76	9.87
Line Equipment Operator.....	\$ 27.78	10.91
Lineman and Welder.....	\$ 39.81	14.60

ELEC0113-002 06/01/2014

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	14.69

ELEC0969-002 07/01/2012

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.00	8.57

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl		
under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 25.04	9.15

Trackhoe.....	\$ 24.88	9.15

IRON0024-003 11/01/2013		
	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

LABO0086-001 05/01/2009		
	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

PLUM0003-005 07/01/2013		
ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES		
	Rates	Fringes
PLUMBER.....	\$ 35.68	12.34

PLUM0058-002 07/01/2013		
EL PASO COUNTY		
	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

PLUM0058-008 07/01/2013		
PUEBLO COUNTY		
	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

PLUM0145-002 07/01/2013		
MESA COUNTY		
	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.67	11.55

PLUM0208-004 07/01/2013		
ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES		
	Rates	Fringes
PIPEFITTER.....	\$ 33.35	12.27

* SHEE0009-002 07/01/2014		
	Rates	Fringes

Sheet metal worker.....\$ 32.47 13.98

TEAM0455-002 07/01/2013

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 18.41	3.87
Tandem/Semi and Water.....	\$ 19.04	3.87

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting....	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher....	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

Office of Human Resources
Supplemental to the Davis-Bacon HEAVY Construction Projects rates
(Specific to the Denver Projects)
(Supp #74, Date: 02-03-2012)

Classification		Base	Fringe
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers:			
	GROUP 1	\$17.68	\$8.22
	GROUP 2	\$18.18	\$8.27
	GROUP 3	\$21.59	\$8.61
Laborers: (Tunnel)			
	GROUP 1	\$18.53	\$8.30
	GROUP 2	\$18.63	\$8.31
	GROUP 3	\$19.73	\$8.42
	GROUP 4	\$21.59	\$8.61
	GROUP 5	\$19.68	\$8.42
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete;

Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Guniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 - Truck Driver Snow Plow.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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



DENVER
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, OHR Compensation and Classification
DATE: July 17, 2014
SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum all of the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 113
Publication Date: 7-17-14
(13 pages)

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

Questions call (720) 913-5664

Attachments as listed above.

APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Appliance Mechanic	\$22.34/hour	\$5.82/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 11-2-2012

Effective: 12-6-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Entry-Support Mechanic	\$15.26/hour	\$5.57/hour
Machinery Maintenance Mechanic	\$19.33/hour	\$6.04/hour
Controls System Technician	\$24.90/hour	\$6.68/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

Entry Support Mechanic

Under direct supervision, assists the Machinery Maintenance Mechanic in maintaining the operational status of the baggage handling system. Duties include but are not limited to; assisting with adjustments with belt tracking, belt tension, and gearbox.

Machinery Maintenance Mechanic

Performs routine and basic adjustments of baggage handling system equipment including but not limited to, belt tracking, belt tension, and gearbox and bearing lubrication. Performs daily and periodic shift inspections, cleaning, and diagnostics of mechanical system components based on an established preventive maintenance program. Dismantles, repairs, and reassembles equipment or machines for stock replacement or to restore baggage handling system equipment to operational status. Preventive maintenance and overhauling machines includes, but is not limited to, motors, clutches, brakes, transporting telecars, bearings, drive belts, drive shafts, pulleys, gearboxes (speed reducers), and conveyor belting. Maintains daily turnover reports and hourly labor time sheets for warranty reimbursement and statistical tracking of repairs.

Controls System Technician

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not

limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

Removes and replaces plug-in type boards and components. Aligns, replaces, and cleans photocells. Makes minor repairs of connectors, wiring and fuses on-site, and cleans and performs diagnostic routines of electrical and control system components. Performs scheduled routine maintenance on all control system components and reporting devices (including personal computers), based on recommended manufacturer practices. Uses a personal computer to diagnose and correct PLC and operating system software problems. Diagnoses, repairs and aligns laser array (baggage tag reader) and RF reader hardware and software.

Note: Incumbents must possess an Electrician's license when work warrants.

BUILDING ENGINEER

Last Revision: 09-05-2013

Effective: 07-17-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Building Engineer	\$29.14/hour	\$7.17/hour

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs in tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

FUEL HANDLER SERIES

Last Revision: 11-2-2012

Effective: 12-6-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Fuel Distribution System Operator	\$18.97/hour	\$6.00/hour
Lead Fuel Distribution System Operator	\$19.83/hour	\$6.10 /hour
Fuel Distribution System Mechanic	\$23.46/hour	\$6.52/hour
Lead Fuel Distribution System Mechanic	\$24.53/hour	\$6.64/hour

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

Fuel Distribution System Operator:

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings,

and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipments to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

Lead Fuel Distribution System Operator:

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Operator classification.

Fuel Distribution System Mechanic:

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic:

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

CUSTODIANS

Last Revision: 09-06-2012
Effective: 12-06-2013

<u>Classification</u>	<u>Base Wage</u>	<u>Fringes</u>
Custodian I	\$13.53/hour	\$3.95 SINGLE \$5.43 2-PARTY \$6.65 FAMILY
Custodian II	\$13.88/hour	\$4.01 SINGLE \$5.49 2-PARTY \$6.71 FAMILY

Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.11) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Position Descriptions:

Custodian I	Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
Custodian II	Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA Oil and Gas Wages

Last Revision: 3-21-2013
Effective: 4-3-2013

Classification:	Base Wages:	Fringes:
Mechanic	\$22.05	\$6.35
Pipefitter	\$24.59	\$6.65
Rig/Drill Operator	\$20.88	\$6.22
Derrick Hand/Roustabout	\$13.87	\$5.41
Truck Driver	\$20.37	\$6.16

Service Contract Act Wage Determination No. 2005-2081 Rev No. 13 was used to obtain the base wages.

Service Contract Act Wage Determination No. : 2005-2081, Rev No. 12, Dated 06/25/2013 was used to calculate benefits:

HEAVY EQUIPMENT MECHANIC

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

PIPEFITTER, MAINTENANCE

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

WELL DRILLER

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

LABORER

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

TRUCKDRIVER, HEAVY TRUCK

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

Glycol Facility Wages

Last Revision: 6-6-2013
Effective: 7-17-2014

Classification:	SCA Title	Base Wage	Fringes	Total
Deicing Facility Operator	Water Treatment Plant Operator	\$22.79	\$6.44	\$29.23
Maintenance Mechanic	Machinery Maintenance Mechanic	\$23.43	\$6.51	\$29.94
Material Handling Laborer	Material Handling Laborer	\$17.36	\$5.81	\$23.17

Service Contract Act Wage Determination No. 2005-2081 Rev No. 13 was used to obtain the base wages.

Service Contract Act Wage Determination No. : 2005-2081, Rev No. 13, Dated 06/25/2013 was used to calculate benefits:

FIRE EXTINGUISHER REPAIRER

Last Revision: 09/06/2012

Effective Date: 09/05/2013

Classification:

Base Wages:

Fringes:

Fire Extinguisher Repairer

\$18.97/hour

\$6.00/hour

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, Using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubings, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment, and may install cabinets and brackets to hold extinguishers.

FURNITURE MOVERS

(Moving, Storage and Cartage Workers)

Last Revision: 11-2-2012

Effective: 12-6-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Laborer/Helper	\$17.36/hour	\$5.81/hour
Driver/Packer	\$17.43/hour	\$5.82/hour
Lead Worker	\$18.22/hour	\$5.91/hour

LANDSIDE PARKING ELECTRONICS TECHNICIAN

Last Revision: 11-2-2012

Effective: 12-6-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Landside Parking Electronics Technician	\$22.14/hour	\$6.36/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control in order to minimize repair problems and meet manufacturers' specifications.

SIGN ERECTOR

Last Revision: 10-15-2009

Effective: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Sign Erector	\$20.19/hour	\$3.80/hour

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws, or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

TELEDATA TECHNICIAN

Last Revision: 07-19-2012
Effective: 09-05-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Teledata Technician	\$35.31/hour	\$7.78/hour

This classification of work is responsible for telephone installation, removal, relocation, problem resolution, cable maintenance and repair ; installs and maintains large programmable PBX systems (Panasonic 1, 2, & 3 line sets, ISDN 6504, 6508, 7504, 7505, 7506, 7507; Northstar stations and systems; Northern Telecom Option 11 system, Vodavi Executive sets and systems, AT&T system 75, Eagle sets and systems; 2/06, 4/10, 8/20, 10/30, 30/70 Merlin systems; 3/8, 6/16, 12/24, and 24/48 Vodavi systems). Duties also include testing circuits, analyzing results, repairing and modifying circuits and equipment in a step by step XY all relay and/or electronic switch system. This classification of worker locates electrical, electronic, and mechanical failures in telephone switching and carrier equipment; repairs equipment by replacing defective parts by such procedures as setting clearances, adjusting spring tensions, wipers, relay contacts and other interrelated mechanisms ; installs or rearranges equipment frames and shelves, and such equipment as line finders, switch banks, selectors, connectors, repeaters, peg counters, restricting post cams, and various interrelated truck circuits. Workers resolve complex problems between exchange, both government and commercial and may direct, instruct, and assist lower level employees with their overall assignments.

**TILE SETTER-MARBLE MASONS-TERRAZZO
FINISHERS, FLOOR GRINDERS, AND BASE GRINDERS**

Last Revision: 09-05-2013
Effective: 06-19-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Finisher (Tile- Marble-Terrazzo)	\$19.80/hr	\$7.82/hr

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Journeymen Rates for the Tile Setter classification of work (Tile Setter, Marble Mason, and Terrazzo Worker) are provided by the Davis-Bacon Act.

TRANSIT TECHNICIANS

Last Revision: 01-01-2013

Transit Technician Series Effective: 01-16-2014

Elevator Repairer Effective: 1-1-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Transit Technician - Entry	\$22.21/hour	\$6.37/hour
Transit Technician - Senior	\$24.28/hour	\$6.61/hour
Transit Technician - Lead	\$25.38/hour	\$6.74/hour
Elevator Mechanic/Repairer	\$40.10/hour	\$30.73/hour (< 5 yrs service) \$31.52/hour (> 5 yrs service)

In addition, Shift differentials of eight percent (8%) of the employee's straight time pay rate for the second shift and ten percent (10%) for the third shift for straight time work regularly scheduled providing more than (50%) of the employee's work occurred on such shift.

Transit Technician-Entry: Associates in this position will be given instruction by on-the-job and/or classroom training to perform corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro/mechanical, hydraulic, and pneumatic nature. This classification of workers may assist with routine preventive maintenance, inspection, and adjustment. Tasks and procedures are well established and require close supervision. Incumbents will follow the direction of higher level personnel in preventive or corrective maintenance phases of work. Most tasks will be of an apprentice nature and will require close supervision. Incumbents will progress to the journey level after one year as a Transit Technician-Entry.

Transit Technician-Senior: This is a full performance level class performing various corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

Transit Technician-Lead: Performs lead technical duties such as making work assignments and conducting on-the-job informal training as well as performing various tasks involved with the operation and maintenance of the transit system. The Lead Transit Technician is the specialist in terms of hands-on diagnosis and troubleshooting various problems that may arise on the transit system.

TREE TRIMMERS

Last Revision: 10-15-2009
Effective: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Tree Trimmer	\$16.77/hour	\$2.48/hour

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipments.

WINDOW CLEANERS

Last Revision: 1-16-2014
Effective: 5-15-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Window Cleaner	\$22.45 /hour	\$7.69/hr (Single) \$9.47/hr (2-Party) \$11.16/hr (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.17 per hour for travel differential.

Note: The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Pest Controller

Last Revision: 08-02-2012
Effective Date: 9-5-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Pest Controller	\$20.41/hour	\$6.17/hour

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license

EXHIBIT D

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned SP PLUS CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereafter referred to as the "Contractor", and Berkley Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete CONTRACT NO. 201414250 PARKING MANAGEMENT SERVICES TO OPERATE CITY GARAGES, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

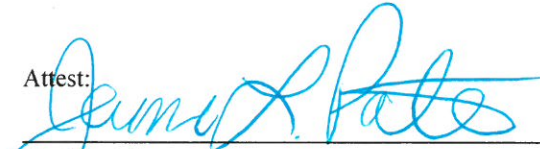
PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

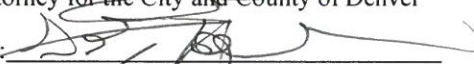
PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications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

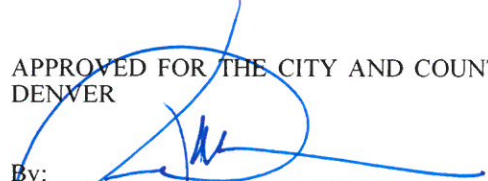
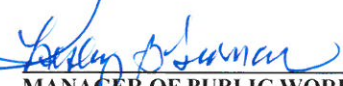
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this
6th day of August, 2014.

Attest: 
Assistant Secretary

SP PLUS CORPORATION
Contractor
By: 
Executive Vice President
Berkley Insurance Company
Surety
By: 
Attorney-In-Fact Sandra M. Winsted

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

APPROVED AS TO FORM:
Attorney for the City and County of Denver
By: 
Assistant City Attorney


APPROVED FOR THE CITY AND COUNTY OF DENVER
By: 
MAYOR
By: 
MANAGER OF PUBLIC WORKS
u

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 6th day of August, 2014, before me, Christina L. Sandoval, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Berkley Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Sandra M. Winsted, Susan A. Welsh, Richard A. Moore, Jr., Karen L. Daniel, Marcia K. Cesafsky, Christopher P. Troha, Melissa L. Fortier, Michelle D. Krebs, Linda M. Napolillo or Judith A. Lucky-Eftimov of Aon Risk Services Central, Inc. of Chicago, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of November, 2012.

Attest:

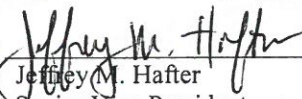
Berkley Insurance Company

(Seal)

By



By



Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

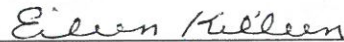
) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 15 day of November, 2012, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017



Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 6th day of August, 2014.

(Seal)


Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.