

### **THIRD AMENDMENT**

**THIS THIRD AMENDMENT TO AGREEMENT FOR SHUTTLE BUS MANAGEMENT SERVICES AT DENVER INTERNATIONAL AIRPORT**, made and entered into on the date set forth on the signature page (“Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **AMPCO SYSTEM PARKING DBA ABM PARKING SERVICES**, a corporation formed under laws of Delaware and authorized to do business in the State of Colorado ("Contractor"), Party of the Second Part;

#### **WITNESSETH:**

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

**WHEREAS**, the City is receiving shuttle bus operation services for DIA pursuant to a Shuttle Bus Management Services Agreement dated January 22, 2008 which Agreement was subsequently amended by a First Amendment to the Agreement on June 16, 2009 and a Second Amendment in 2013 (the “Existing Agreement”); and

**WHEREAS**, the City desires to increase the term for the shuttle bus management services which includes providing of shuttle buses for the public and employee parking facilities at DIA; and

**WHEREAS**, the Parties desire to increase the term for the shuttle bus management services to help offset the significant capital needs of procuring the numerous vehicles along with other services provided by the contractor that were required to fulfill the terms of this agreement; and

**WHEREAS**, the Parties desire to extend the term of the contract to ensure a seamless and smooth transition of shuttle bus services through the opening of the hotel and transit center; and

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

1. Section 5.01 is hereby amended to remove the paragraph in the existing contract and replace it with the following paragraph:

**“5.01 TERM**

The term of this Contract shall be extended and terminate on January 31, 2017 under the terms and conditions provided herein.”

2. Section 4.05 INCENTIVE AWARDS PROGRAM is hereby amended by deleting Paragraph A. 2. Reliability in its entirety.
3. Section 4.06 LIQUIDATED DAMAGES is hereby amended by deleting Paragraph B Service and Performance Standards Reliability section only.

4. Section 4.10 MAXIMUM CONTRACT LIABILITY; FUNDING is hereby amended by deleting said Section 4.10 in its entirety and replacing it with the following:

“Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this agreement for any amount in excess of One Hundred Seventy Three Million Two Hundred Eleven Thousand Seven Hundred Five Dollars (\$173,211,705). All payments under this Agreement shall be paid solely and exclusively from the City’s “City and County of Denver Airport System and Operation and Maintenance Fund” and from no other fund or source. The City is under no obligation to make any future appropriations, apportionments or allocations to said fund. Additionally the Contractor will provide a credit in the amount of \$1,145,000 annually for a total of \$2,290,000.00. The prorated credit shall be applied to the monthly invoices during the term of the contract, commencing with the month of February 2015.”

5. Section 5.02 OPTIONAL TERM EXTENSIONS is hereby amended by deleting Paragraph 5.0 2 in its entirety.

6. Section 7.04 VEHICLE REQUIREMENTS is hereby amended by deleting the following paragraph in Section 7.04:

“Contractor shall assure that the mean age of the vehicles not owned by the City which Contractor uses in the shuttle bus fleet at the Airport shall not be greater than five (5) years at any time during the term of this Agreement, including any Extended Term.”

7. Section 8.02 EQUIPMENT AND SERVICES PROVIDED BY CONTRACTOR is hereby amended by deleting Section 8.02 Paragraph B Other Equipment in its entirety and replacing it with the following:

“B. Other Equipment

Contractor will install a Next Bus/Automated Passenger Counter system with a total two-year investment of \$725,000.00. The City shall cooperate with the Contractor on the installation of equipment required by such system on City and Contractor provided vehicles. The Contractor agrees to have the system fully implemented by November 15<sup>th</sup>, 2014. The Contractor will maintain the system, except for repairs or replacements due to the sole negligence or willful misconduct of the City, its employees, agents, subcontractors or representatives. The Contractor shall provide the City access to the system and at the completion of the contact the system becomes the property of the City. The City shall reimburse the contractor to remove the installed Next Bus equipment from the vehicles at the conclusion of the contract.”

8. Section 8.02 EQUIPMENT AND SERVICES PROVIDED BY CONTRACTOR is hereby amended with the addition following Paragraph C:

“C. Equipment List

Contractor shall install the equipment listed on Exhibit L.”

9. The Existing Agreement is amended with the addition of the following section

“14.21 DIVERSITY AND INCLUSIVENESS

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

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

10. The Existing Agreement is amended with the addition of the attached Exhibit L which details the Next Bus equipment.

11. All other terms, provisions and conditions of the Existing Agreement, are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.

12. This Third Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

**[Signatures on Following Page]**

**Contract Control Number:** PLANE-CE78003-03

**Contractor Name:** AMPCO SYSTEM PARKING

By: 

Name: Lemuel Carter  
(please print)

Title: Executive Vice President  
(please print)

**ATTEST: [if required]**

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

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

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



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





**EXHIBIT L**  
**NextBus Price Proposal for Denver International Airport**  
**Real-Time Passenger Information System - Core System APCs (1 and 2 door) & LEDs**  
**Tuesday, May 20, 2014**

One-Time Implementation Costs	Units
NextBus Real-Time Passenger Information System*	1
GPS Tracker Suite with Mobile Data Terminal (MDT)*	59
Hardware Shipping (GPS Trackers)	59
Automatic Passenger Counters* (APC) - 2 doors per vehicle; for door width less than 42 inches.	46
Automatic Passenger Counters* (APC) - 1door per vehicle; for door width less than 42 inches.	13
Hardware Shipping (APC)	59
24", 2-line LED Signs*	22
40", 4-line LED Signs*	3
QR signage (outside vendor cost estimated)	53
Hardware Shipping - (LED Signs)	25
Route Configuration	9
SMS Text Messaging System	1
Telephone Information System	1
Project Management	1
Travel and Expenses	1
Online Training (1/2 day)	4

\*includes installation

Annual Operating/Recurring Costs	Units
Cellular Service - GPS Trackers & LEDs	84
ASP (Software) Hosting Service - GPS Trackers & LEDs	84
ASP (Software) Hosting Service - APCs	59
Telephone Information System (\$20/route per month)	9
SMS Text Messaging System (\$20/route per month)	9
Hardware Warranty (after Year 1) - Tracker Suites**	59
Hardware Warranty (after Year 1) - APCs**	59
Hardware Warranty (after Year 1) - LED's**	25

\*\* Optional Warranty - warranty included at no cost Year 1.

Note: Sign installation assumes use of Standard Mounting Bracket and electrical power at location of sign install