

"Joint Liquor License" shall have the meaning set forth in subsection 7.2.1.4.

"Law" means any applicable federal, state, interstate or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree or rule of common law, and any applicable judicial interpretation of any of the foregoing (including fire, building, health and sanitation codes and regulations).

"Lease" shall mean the Lease and Management Agreement, dated as of September 3, 1998, by and between the District, PDB, and SMC, assigned by PDB to SMC pursuant to the Assignment and Assumption of Management Agreement, effective as of September 3, 1998, by and between PDB and SMC.

"Lease Capital Replacement Reserve Fund" shall mean the Capital Replacement Reserve Fund defined in the Lease.

"Lender" shall mean The Sumitomo Bank, Limited, New York Branch, acting in its capacity as agent and collateral agent for the Banks, and any successor agent appointed in accordance with the Credit Agreement.

"License Term" shall have the meaning set forth in Section 4.1.

"Licensee" shall mean any third Person that contracts with the District or SMC to use the Stadium or any portion thereof for a specific Field Event or Non-Field Event.

"Licenses" shall mean all licenses (including Liquor Licenses), permits, approvals, consents or orders required from any Governmental Authority for the full and complete operation of Catering at Events at the level and in the manner contemplated under this Agreement by Premium Concessionaire. Each of the Licenses are referred to individually as a "License".

"Liquor License" shall mean all licenses (including the Joint Liquor License, if any), permits, approvals, consents or orders required from any Governmental Authority for the Premium Concessionaire's lawful storage, sale and distribution and Patron's consumption of Alcoholic Beverages in the Executive Suites or on the Executive Suites Concourses during Events in order to satisfy the Obligations.

"Liquor Storage Areas" shall have the meaning set forth in subsection 5.2.1.

"Loading Dock Areas" shall mean those areas of the Stadium which from time to time are designated by the District and SMC to provide loading dock access to the Stadium.

"Management Team" shall have the meaning set forth in Section 33.4.

"Marketing Area" shall mean that portion of the Catering Areas located in the southeast quadrant of the Plaza Level of the Stadium which is delineated by cross-hatching on Schedule II-A hereof, as the same may be changed or modified pursuant to the provisions of Section 4.1.

"Marketing Area Termination Date" shall have the meaning set forth in Section 4.8.

"Marketing Area Termination Notice" shall have the meaning set forth in Section 4.8.

"Merchandise" shall mean all items other than Food, Beverages or the packaging thereof which may be sold at the Stadium, including, but not limited to, NFL souvenirs, novelties, clothing, Publications and other similar items.

"Minimum Food Offerings" shall have the meaning set forth in Section 17.3.

"Mortgage" shall have the meaning set forth in Section 69.12.

"NFL" shall mean the National Football League, a not-for-profit association having its principal executive office at 280 Park Avenue, New York, New York, acting through its duly authorized officers, agents or committees.

"NFL Championship" means the Super Bowl, or equivalent playoff game sanctioned by the NFL as establishing the overall champion of the NFL.

"NFL Consent" shall mean the letter agreement, dated as of August 12, 1999, by and among the NFL and The Sumitomo Bank, Limited, New York Branch, as Agent and Collateral Agent and as Lender, Stadium Management Company, LLC, PDB Sports, Ltd., Bowlen Sports Inc., Arapahoe Management Company, LLC, PDB Enterprises, Inc., Bank of America, N.A., as collateral agent under the League-Wide Credit Facility, U.S. Bank National Association, 483618 Alberta Ltd., Hambledon Sports, Inc., Patrick D. Bowlen and John M. Bowlen.

"NFL Governing Documents" shall mean the Constitution and Bylaws of the NFL and the Articles of Association and Bylaws of the NFL Management Council, including any amendments to either such document and any interpretations of either such document issued from time to time by the Commissioner which are in the Commissioner's jurisdiction; all operative NFL or NFL Management Council resolutions that are within the NFL's or the NFL Management Council's respective jurisdiction; any existing or future agreements entered into by the NFL (including the NFL Consent) or the NFL Management Council, including any Television Contracts or any collective bargaining or other labor agreements (including any NFL player salary guarantees and pension fund agreements), and any agreements made in settlement of any litigation against the NFL, the NFL Management Council or the Clubs (including litigation against such Clubs, or agreements made by such Clubs, jointly or collectively); and such other rules or policies as the NFL,

the NFL Management Council, or the Commissioner may issue from time to time that are within the issuing party's jurisdiction.

"NFL Post-Season" means the football games played after an NFL Regular Season as part of the competition for the NFL Championship.

"NFL Pre-Season" means the NFL sanctioned football games played prior to the commencement of the NFL Regular Season.

"NFL Regular Season" means the football games counting in the standings for the purpose of determining the NFL teams that will participate in NFL post-season play.

"NFL Season" shall mean an NFL Regular Season together with the immediately preceding NFL Pre-Season and immediately following NFL Post-Season.

"Non-Field Event" shall mean any Event that is open to members of the general public and involves the use of areas of the Stadium or Real Property other than the Stadium Bowl or playing field.

"Non-Stadium Event" shall mean an event or function not held at the Stadium or on the Real Property where Premium Concessionaire utilizes any portion of the Stadium Premises or Equipment to prepare Food or Beverages.

"Notice of Projected Opening Date" shall have the meaning set forth in subsection 69.5.2.

"Notices" shall have the meaning set forth in Section 69.8.

"Obligations" shall mean all of the obligations, responsibilities and liabilities of the Premium Concessionaire under this Agreement.

"Off Premise Use Fee" shall mean a fee payable to the District and SMC equal to five percent (5%) of the gross sales received by Premium Concessionaire at the applicable Non-Stadium Event.

"Opening Date" shall mean the date that the first Event is held at the Stadium after the Stadium Completion Date.

"Optional Food Offerings" shall have the meaning set forth in Section 17.3.

"Other Agreements" shall mean any agreements entered into by the District or SMC with the City pertaining to the maintenance, operation or use of the Stadium (i.e., parking and pedestrian and automobile traffic control) as such agreements may thereafter be amended,

supplemented, replaced or otherwise modified, provided that provided that a copy of such agreement(s) has been provided to the Premium Concessionaire, and shall include (i) Purchase and Sale Agreement between the City and the District dated August 27, 1998; (ii) Agreement for Public Improvements and Infrastructure between the City and the District dated August 27, 1998, and (iii) Conditional Termination of User Agreement between the City and PDB dated August 27, 1998. Prior to the execution of any new agreements or any amendments, supplements, replacements or other modifications to existing agreements coming within the definition of Other Agreements as set forth herein, the District and SMC agree to notify Premium Concessionaire of the subject matter of such agreements, amendments, supplements, replacements or other modifications and to consider Premium Concessionaire's position with respect thereto; provided, however (i) that the District and SMC shall have no obligation to cause the incorporation of Premium Concessionaire's position into such agreements, and (ii) that such new agreements, amendments, supplements, replacements or other modifications do not materially restrict the operation of Stadium Catering. A restriction or prohibition on the sale of specific items of Food or Beverages by Other Agreements shall not be deemed to materially restrict the operation of Stadium Catering.

"Owner's Executive Suite" shall mean the Executive Suite granted to PDB under the terms of the Lease, as delineated on **Schedule II** hereof, as the same may be changed or modified.

"Owner's Suite Equipment" shall mean that equipment listed on **Schedule III-A** hereof which is scheduled for installation in the Owner's Executive Suite.

"Party" shall mean any of the Premium Concessionaire, the District, SMC or PDB and "Parties" shall mean the Premium Concessionaire, the District, SMC and PDB, collectively.

"Party Suites" shall mean those Executive Suites available for rental by SMC to any Person on a per Event basis, as delineated on **Schedule II** hereof, as the same may be changed or modified.

"Patron" shall mean an attendee at an Event, except for Premium Concessionaire Parties, the District Parties, SMC Parties, PDB Parties, Event Participants or any other Person who attends an Event other than as a spectator or guest.

"Patron Complaint" shall have the meaning set forth in Section 15.2.

"PDB" shall have the meaning set forth in the introduction to this Agreement.

"PDB Parties" shall mean PDB, its partners and their respective officers, directors, shareholders, trustees and beneficiaries and its employees and agents.

"Performance Bond" shall have the meaning set forth in Section 48.1.

"Permitted Areas" shall have the meaning set forth in Section 6.5.

"Permitted Successor Concessionaire" shall have the meaning set forth in Section 69.15.

"Person" shall mean and include any individual, partnership, joint venture, firm, corporation, limited liability company, association or other unincorporated organization, trust or other enterprise or any Governmental Authority.

"Plaza Level" shall mean the plaza level of the Stadium as delineated on the Stadium Plans which is also known as level 300.

"Premium Concessionaire" shall have the meaning set forth in the introduction to this Agreement.

"Premium Concessionaire Change Order" shall have the meaning set forth in Section 27.3.

"Premium Concessionaire Construction Liaison" shall have the meaning set forth in Section 8.1.

"Premium Concessionaire Parties" shall mean the Premium Concessionaire and any of its officers, directors, employees, agents, Subconcessionaires, subcontractors, and sublicensees and any of their respective officers, directors, members, managers, employees or agents.

"Premium Concessionaire Trash Receptacles" shall have the meaning set forth in Section 40.3.4.

"Premium Concessionaire's Event of Default" shall have the meaning set forth in Section 58.1.

"Premium Concessionaire's Inventory" shall mean Premium Concessionaire's inventory of Food and Beverages available from time to time at the Stadium Premises for the operation of Stadium Catering.

"Premium Concessionaire's Investment" shall mean the total reasonable out-of-pocket costs and expenses incurred by Premium Concessionaire for (i) Pre-Opening Expenses and (ii) the purchase and installation of the Equipment (excluding Premium Concessionaire's Inventory).

"Premium Concessionaire's Pre-Opening Budget" shall have the meaning set forth in Section 29.2.

"Premium Concessions" shall mean premium quality and gourmet Concessions and Concessions in demand by Patrons of the Club Seats.

"Pre-Opening Expenses" shall have the meaning set forth in Section 29.1.

"Private District Functions" shall have the meaning set forth in subsection 11.3.2.

"Private SMC Functions" shall have the meaning set forth in subsection 11.2.2.

"Proposer" shall mean any Person who submitted a proposal to provide the services defined by and in accordance with the specifications set forth in the RFP.

"Publications" shall mean all printed scorecards, rosters, schedules, media guides, yearbooks, magazines, newspapers, programs, or other publications including but not limited to NFL and Denver Broncos publications.

"Quarterback Club" shall mean that area of the Stadium located on the north side of the Upper Suite Level, as generally depicted on **Schedule II**, as the same may be changed or modified.

"Real Property" shall mean the real property owned by the District and leased and managed by SMC pursuant to the Lease and all easements, rights, privileges and appurtenances to such property and all rights in any streets, ways or alleys adjoining such property.

"Relinquished Event Fee" shall have the meaning set forth in subsection 10.2.1.

"Relinquished Stadium Catering Event" shall have the meaning set forth in Section 10.2.

"Required Catering" shall mean all Catering Services consulting and supervisory services that Premium Concessionaire is required to provide pursuant to the provisions of Sections 11.1, 11.2 and 11.3.

"Restaurants" shall mean restaurants at or in the Stadium that may be open to the general public irrespective of the purchase of an admission to the Stadium.

"RFP" shall mean Request for Proposal Number 99-004, promulgated by the District after consultation with SMC.

"Scheduled Opening Date" shall mean August 25, 2001, or such earlier date mutually determined by the District, SMC and Premium Concessionaire in accordance with the provisions of the Design/Build Agreement or such later date determined by the District and SMC in accordance with the provisions of the Design/Build Agreement; provided, however, that the District and SMC shall provide Premium Concessionaire with prompt written notification of such later date.

"Series A Bonds" shall mean the Metropolitan Football Stadium District Sales Tax Revenue Bonds, Series 1999A as described in the Indenture of Trust.

"Series B Bonds" shall mean the Metropolitan Football Stadium District Sales Tax Revenue Bonds, Series 1999B as described in the Indenture of Trust.

"Similar Local Facility" shall mean similar banquet and entertainment venues within the City including, by way of example, Coors Field, Pepsi Center, Colorado Ocean Journey, Denver Convention Center, Denver Center for the Performing Arts, Denver Museum of Nature and Science, the Denver Art Museum, the Westin Hotel, the Brown Palace Hotel, the Adams Mark Hotel and the Oxford Hotel.

"SMC" shall have the meaning set forth in the introduction to this Agreement.

"SMC Annual Report" shall have the meaning set forth in subsection 26.1.5.

"SMC Construction Representative" shall mean Dudi Berreti, and any successor thereto under the Design/Build Agreement.

"SMC Catered Event" shall mean a Catered Event sponsored or hosted by SMC and all Home Games.

"SMC Event Coordinator" shall have the meaning set forth in Section 8.5.

"SMC Guaranteed Annual Payment" shall have the meaning set forth in subsection 26.1.3.

"SMC Liaison" shall have the meaning set forth in Section 8.3.

"SMC Parties" shall mean SMC, its managers, members, employees and agents.

"Special Auditing Party" shall have the meaning set forth in Section 54.2.

"Special Stadium Event" shall mean an Event where, in order to book the Event, the District or SMC is required to relinquish, in whole or in part, the direction and control of the sale of Food and Beverages to a third-party. Unless otherwise agreed, Special Stadium Events shall not exceed six (6) per Contract Year and not more than four (4) per Contract Year may be non-Field Events.

"Sponsorship Agreements" shall mean any advertising, sponsorship, naming rights, naming rights or similar agreement entered into from time to time by SMC or PDB pertaining to the Stadium or Stadium signage or by the District, pursuant to C.R.S. section 32-15-106(3), pertaining to the name of the Stadium.

"Sports Legends Mall" shall mean the area located at the southern entrance to the Stadium which is depicted by cross-hatching on **Schedule II-A** as the same may be changed or modified.

"Stadium" shall mean the new, approximately 76,000 seat, open-air, natural grass stadium, designed primarily for football, which is subject to the Lease, to be located in the City, together with all facilities, equipment and other items owned, leased or licensed by the District and SMC and located or used in connection therewith.

"Stadium Bowl" shall mean that area of the Stadium which contains approximately 64,504 general admission seats and the concourses adjacent thereto.

"Stadium Catered Event" shall mean a Catered Event (i) which takes place in an area of the Stadium or the Real Property other than in an Executive Suite or (ii) which takes place in an Executive Suite or on an Executive Suites Concourse but is not an Executive Suite Catered Event.

"Stadium Catered Event Menus" shall have the meaning set forth in Section 17.5.

"Stadium Catering" means the management, operation and marketing of Catering at the Stadium or on the Real Property by Premium Concessionaire as contemplated under the terms of this Agreement.

"Stadium Club" shall mean that area of the Stadium located on the east side of the service level as generally depicted on **Schedule II**, as the same may be changed or modified, which is intended to be used by a private club during Home Games and other Events during each Contract Year.

"Stadium Completion Date" shall mean the first Business Day following the date the Stadium is substantially completed and the operation of the Stadium is permitted by all Governmental Authorities.

"Stadium Employee" shall mean any employee (full or part time) of the Premium Concessionaire or any Subconcessionaire who works at the Stadium Premises.

"Stadium Gate Opening" shall mean the first point in time that access to the interior of the Stadium is provided to Patrons for an Event.

"Stadium Insurance Coverages" shall have the meaning set forth in Section 4.4.

"Stadium Plans" means the plans and specifications for the Stadium currently existing as described in **Schedule IV** hereto as the same may be amended and supplemented; provided, however, that each such amendment and supplement to the Stadium Plans shall be subject to the prior written approval of the District, SMC and Premium Concessionaire.



"Stadium Premises" means collectively the Catering Areas, Staff Areas and Improvements as the same may be changed, altered or amended in accordance with the terms of the Agreement.

"Stadium Rules" shall have the meaning set forth in Section 6.1.

"Stadium Systems" shall mean electrical, gas, sewer, air conditioning, telephone, sound, public address, mechanical, plumbing, heating, life-safety, drainage, structural and any other systems now, or hereafter, used in the operation or maintenance of the Stadium.

"Stadium Tables and Chairs" shall mean those tables and chairs purchased and owned by SMC which are intended to be used by Patrons at Stadium Catered Events.

"Staff Areas" shall mean the training rooms and locker rooms to be shared by Concessionaire's and Premium Concessionaire's employees which are generally depicted on Schedule II hereto, as the same may be changed or modified in accordance with the terms of this Agreement.

"State", "State of Colorado" or "Colorado" shall mean the State of Colorado acting by or through the Office of the Governor or other agencies of the executive branch of the State of Colorado.

"Subconcessionaire" shall mean any subcontractor, sublicensee or subconcessionaire of, or Person in a similar business relationship with, Premium Concessionaire, at the first or any lower level (for example, a sublicensee of a sublicensee of Premium Concessionaire), engaged in the operation of Catering (or a portion thereof) at the Stadium.

"Subconcessionaire Agreement" shall have the meaning set forth in Section 11.6.

"Sublease" shall mean the Amended and Restated Sublease Agreement, made effective as of September 3, 1998, by and between SMC, as sublessor, and PDB, as sublessee.

"Suite Levels" shall mean the Plaza Level and the Upper Suite Level.

"Term" shall have the meaning set forth in Section 3.1.

"Terminating Party" shall mean (i) the party (either the District and SMC when acting jointly, or the District or SMC, whichever is applicable, when acting independently) electing to terminate this Agreement pursuant to the provisions of either Section 59.1 or 59.3, or (ii) the party (either [A] the District and SMC if the District/SMC Event of Default is attributable to both the District and SMC or [B] the District or SMC, whichever is applicable, if the District/SMC Event of Default is only attributable to one of them.

"Termination Date" shall mean the date that this Agreement actually terminates whether by expiration of the Term or as a result of any earlier termination.

"Third Party Commissions" shall mean any commissions paid to the District or SMC as a result of the sale of any Food, Beverages or Alcoholic Beverages by third parties as a result of the District's or SMC's exercise of their remedies under subsection 7.2.1.1 or 7.2.1.2.

"Third Party Sales" shall mean any Catering sales generated by third parties as a result of the District's or SMC's election of any of the remedies provided under subsection 7.2.1.1 or 7.2.1.2.

"Ticketed Events" shall mean all Field Events and any other Events at the Stadium where a Patron's admission is conditioned upon presentation of an admission ticket.

"Transfer" shall have the meaning set forth in Section 69.15.

"Unamortized Equipment Investment" shall mean an amount from time to time during the Term which is equal to the product of (i) the Equipment Investment multiplied by (ii) a fraction the numerator of which is the number of complete calendar months remaining during the License Term assuming that this Agreement is not terminated prior to the Expiration Date and the denominator of which is the number of complete calendar months expected to occur throughout the License Term assuming that this Agreement is not terminated prior to the Expiration Date.

"Unamortized Premium Concessionaire Investment" shall mean an amount from time to time during the Term which is equal to the product of the (i) Premium Concessionaire's Investment multiplied by (ii) a fraction the numerator of which is the number of complete calendar months remaining during the License Term assuming that this Agreement is not terminated prior to the Expiration Date and the denominator of which is the number of complete calendar months expected to occur throughout the License Term assuming that this Agreement is not terminated prior to the Expiration Date.

"Upper Suite Level" shall mean the suite level of the Stadium as delineated on the Stadium Plans which is also known as level 400.

"Wells Fargo Bank West, N.A." shall mean Wells Fargo Bank West, N.A. as the successor trustee under the Indenture of Trust.

05/31/2001

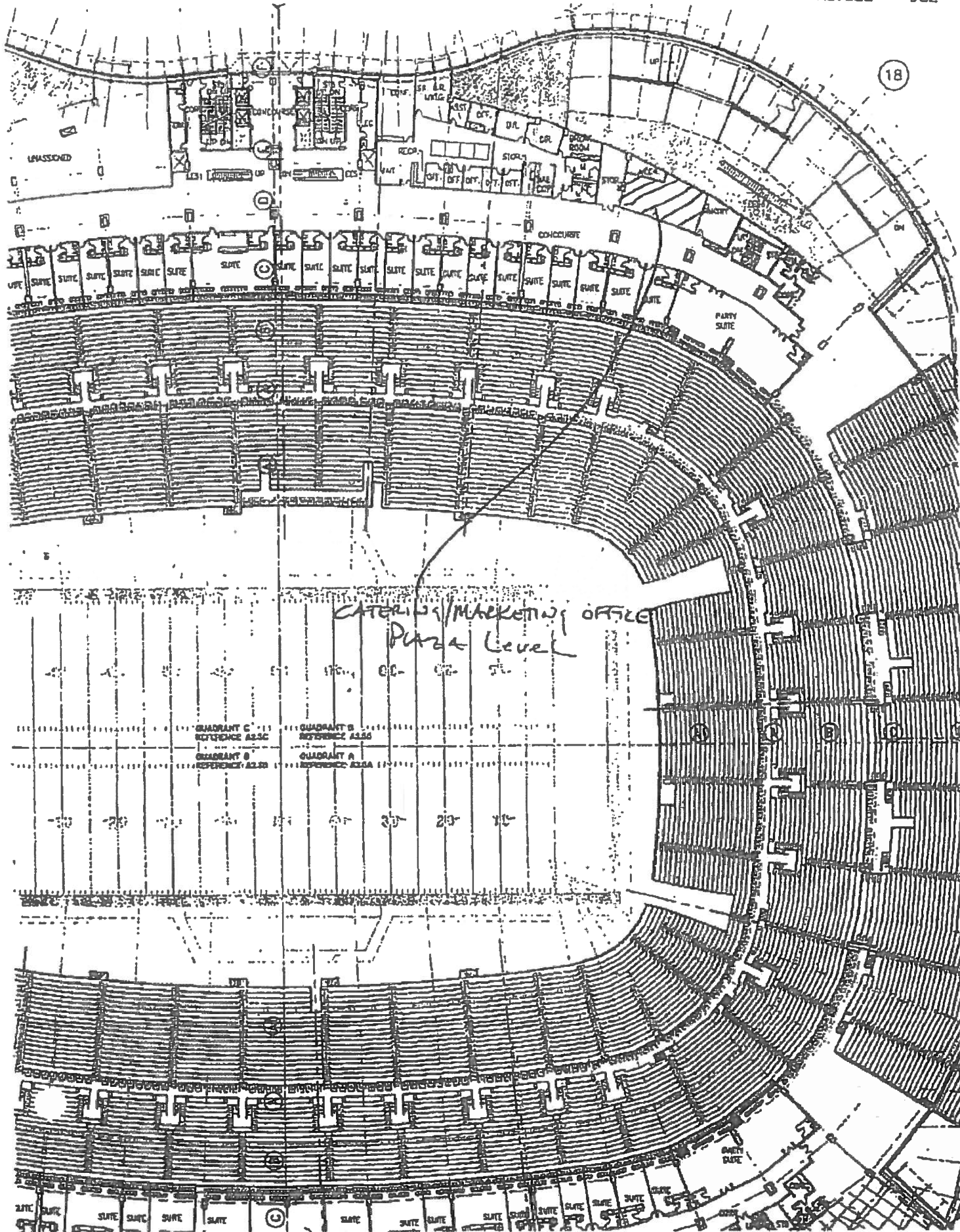
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BRONCOS S

# SCHEDULE II-A

NO. 165

002



## SCHEDULE III-A



## CHANGE ORDER REQUEST #01

DATE: May 3, 2001  
TO: Turner Empire Alvarado  
Attn: Dave Ameson  
FROM: Diane Lomma  
PROJECT: Broncos Stadium -- Owner's Suite  
Denver, CO  
Food Service Equipment Section #11400

Item 1016

Add for cost of drop-in sink -- not included in original proposal...

601.00

Item 1017

Add for cost of open burner/griddle range -- not included in original proposal...

4,352.00

Item 1020

Delete Delfield exhaust hood -- would not meet venting requirements...

(2,735.00)

Replace with Ventmaster #CM-X-B-UV exhaust hood with Reactocell control panel...

8,050.00

10,308.00

3.5% Sales Tax

361.00

Total...

\$ 10,669.00

DL/jm

  
Diane Lomma, Project Coordinator

DURAY J.F. DUNCAN INDUSTRIES, INC. 8301 STEWART & GRAY ROAD DOWNEY, CALIFORNIA (562) 652-4269 (562) 688-1850, FAX	FOOD SERVICE EQUIPMENT BID FORM DCN #254-RP #7.7, BP #68 PROJECT: BRONCOS STADIUM - OWNER'S SUITE LOCATION: DENVER, CO BID DATE: March 8, 2001	COLORADO OFFICE: 2836 W. OXFORD AVE. #7 ENGLEWOOD, CO 80110 (303) 781-6001 (303) 781-5091, FAX
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NOTE	ITEM NO.	EQUIPMENT DESCRIPTION	MODEL NUMBER	MANUFACTURER OR VENDOR	QUAN. REQ'D	SELL PRICE EACH	TOTAL SELL PRICE
	1800	DRAFT BEER COOLER	081KP	PERLICK	2	\$1,065	\$3,930
	1801	COCKTAIL STATION	T624/C	PERLICK	1	\$585	\$585
	1801A	BLENDER STATION/STEP DISPLAY	T612BLW7056	PERLICK	1	\$585	\$585
	1802	3-COMP SINK W/DRNED	T833/7088	PERLICK	1	\$1,858	\$1,858
	1804	ESPRESSO/CAPUCCINO MACHINE	M62	LA CIBALI	1	\$15,930	\$15,930
	1805	BACKBAR COOLER, REMOTE	C5077	PERLICK	2	\$4,166	\$8,332
	1806	COFFEE URN	444-3060	REGENCY SERVICE CARTS	1	\$4,653	\$4,653
	1807	MOBILE ICE CHEST	ICE	SERV-O-LIFT	1	\$2,162	\$2,162
	1808	HEATED HOLDING CABINET	780-TM-H	ALTO-SHAAM	2	\$3,449	\$6,898
	1809	CARVING STATION	444-6201	REGENCY SERVICE CARTS	1	\$4,128	\$4,128
	1810	BT ROUND CHAFER W/COVER	A40812B	LEGION	3	\$2,304	\$7,092
	1811	BUTANE COUNTERTOP BURNER	CU-2444-2527SC	REGENCY SERVICE CARTS	4	\$508	\$2,032
	1812	UNDERCOUNTER REFRIGERATOR	UCR-20	BEVERAGE AIR	1	\$1,688	\$1,688
	1812A	UNDERCOUNTER REFRIGERATOR	UCR-37	BEVERAGE AIR	1	\$2,078	\$2,078
	1813	ROLL-IN REFRIGERATOR	SLRR134-S	DELFIELD	1	\$4,815	\$4,815
	1814	UNDERCOUNTER DISHWASHER	UX30H	HOBART	1	\$4,503	\$4,503
	1816	DROP-IN SINK	COI-14-16-8-12-2	METALMASTER	1	\$801	NIC
	1817	4-0/8/12" GRIDDLE RANGE W/OWN	VGIC365-4GD	VIKING	1	\$4,392	NIC
	1818	UNDERCOUNTER REFRIGERATOR	UCR-80	BEVERAGE AIR	1	\$3,108	\$3,108
	1819	REMOTE REFRIGERATION SYS	C28P-22	PERLICK	1	\$0	INCL W/1806
	1820	GRABBOARD	T812	PERLICK	1	\$0	INCL W/1802
	1821	HAND SINK	T812HS	PERLICK	1	\$814	\$814
	1822	PAN RACK CART	207-UA-12D	CRES-COR	1	\$998	\$998
	1826	EXHAUST HOOD	CUSTOM	DELFIELD	1	\$2,735	\$2,735
	1829	FIRE PROTECTION SYSTEM	R102	ANSUL	1	\$2,035	\$2,035

MISC	CORDS/SETS	N/A			\$0	\$0
MISC	FLEX CONNECTORS		DORMONT MFG.	1	\$180	\$180
FAU	FAUCETS	N/A			\$0	\$0
CLO	HOOD CLOSURE PANELS		FABRICATOR	1	\$233	\$233
FLA	HOOD FLASHING		FABRICATOR	1	\$293	\$293
CLO	WALK-IN CLOSURES	N/A			\$0	\$0
P/T	PASS THROUGH TRIM			1	\$300	\$300
MISC	MISCELLANEOUS TRIM				\$0	\$0
FIL	WATER FILTERS	N/A			\$0	\$0
MISC	OTHER	N/A			\$0	\$0
SUBTOTAL EQUIPMENT						\$91,988



Turner  
Empire  
Alvarado  
New Stadium Team

## broncoMEMO

TO: Penny Van Horn Dennis  
FROM: Dave Arneson  
DATE: May 4, 2001  
Cc: Jay Hamerstadt, Courtney Davis, file

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Penny,

In the Owner's Suite kitchen area, we have changed the exhaust hood to an ultraviolet grease eliminating exhaust hood. This is reflected in the Ad Mod which has been submitted to the City. Attached is the cost for this hood change.

It also appears, as can be seen from the attached spreadsheet, that Duray did not carry over the cost for a drop-in sink or griddle oven when they totaled the costs for the Owner's Suite. This has been explained to Kevin Greene and is included with the attached cost for the hood change.

Please forward these costs to the Owner's for their approval so we can write a change order to Duray.

Please see me if you have any questions. Thanks for your help on this.

Dave

**SCHEDULE III****PARTY SUITE EQUIPMENT ESTIMATES**

<b>ITEM</b>	<b>AMOUNT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
Heavy Duty Rectangular Chafing Dishes	6	\$600.00	\$3,600.00
Heavy Duty Round Chafing Dishes	6	\$500.00	\$3,000.00
Carving Boards with Lamp	9	\$200.00	\$1,800.00
6 Qt. Serving Bowls	18	\$25.93	\$466.74
24" Oval Platters	18	\$30.93	\$556.74
Spiral Ring Bowls	18	\$9.50	\$171.00
Serving Tongs	18	\$8.50	\$153.00
Serving Spoons	18	\$3.30	\$59.40
Condiment Bowls	36	\$4.50	\$162.00
Bar Sets	9	\$29.50	\$265.50
Serving Spatulas	18	\$9.50	\$171.00
<b>TOTAL ESTIMATED EQUIPMENT COSTS FOR PART SUITES</b>			<b>\$10,405.38</b>
<b>ORIGINAL ESTIMATE</b>			<b>\$12,283.00</b>

**CATERING/SPECIAL EVENTS**

Estimate 1500 person capability.

<b>TABLE TOP EQUIPMENT</b>	<b>#</b>	<b>Price/Each</b>	<b>Total Price</b>
DINNER PLATE-10"	1600	\$2.55	\$4,080.00
SALAD PLATE-9"	1600	\$2.15	\$3,440.00
COCKTAIL PLATE-8"	2500	\$1.90	\$4,750.00
DESSERT PLATE-7"	1600	\$1.85	\$2,960.00
B&B PLATE-6"	1600	\$1.75	\$2,800.00
CONTINENTAL COFFEE CUP	1600	\$2.25	\$3,600.00
GLASS RACKS FOR COFFEE CUPS	85	\$16.50	\$1,402.50
WATER GLASS	2500	\$2.25	\$5,625.00
GLASS RACKS FOR WATER GLASSES	100	\$16.95	\$1,695.00
DINNER FORK	1600	\$1.00	\$1,600.00
SALAD FORK	3200	\$1.00	\$3,200.00
TEASPOON	3200	\$1.00	\$3,200.00
KNIFE	1600	\$1.60	\$2,560.00
SOUP BOWLS	500	\$2.50	\$1,250.00
SOUP SPOONS	500	\$1.15	\$575.00
DISH RACKS FOR CUTLERY	5	\$15.95	\$79.75
DISH RACKS FOR CHINA	10	\$17.50	\$175.00
CUTLERY HOLDERS FOR DISHRACKS	50	\$2.95	\$147.50
CUTLERY BINS	70	\$4.95	\$346.50
SALT AND PEPPER SHAKERS-BY THE SET	170	\$2.00	\$340.00
TABLE NUMBERS	170	\$5.50	\$935.00
CREAMERS AND SUGARS-SETS	170	\$4.00	\$680.00
GLASS RACKS FOR CREAM & SUGAR	15	\$19.50	\$292.50
GLASS RACK DOLLIES	20	\$69.80	\$1,396.00
WIRE BREAD BASKETS	170	\$7.00	\$1,190.00
PASSING TRAYS	20	\$15.00	\$300.00
RAMEKINS	24	\$1.95	\$46.80
WAITER TRAYS-23X31	55	\$16.00	\$880.00
SILVER TRAYS-16"	45	\$16.50	\$742.50
WAITER STANDS	55	\$15.50	\$852.50
ALUMINUM PLATTERS-ASST.	30	\$50.00	\$1,500.00
OVAL PLATTERS-18"	30	\$42.00	\$1,260.00
LRG. BUFFET DISPLAY PIECES -ASSORTED	30	\$51.00	\$1,530.00
LARGE SALAD BOWLS-ASSORTED	25	\$38.00	\$950.00
ASSORTED CONDIMENT BOWLS	45	\$3.00	\$135.00
MARBLE DISPLAY PIECES	10	\$29.95	\$299.50
GLASS BLOCKS	10	\$4.95	\$49.50
GRIDDLES	5	\$125.00	\$625.00
1.5 QT. CHAFING DISH	10	\$295.00	\$2,950.00
SMALL ROUND CHAFERS	10	\$550.00	\$5,500.00
TURBO OVENS	6	\$225.00	\$1,350.00
TURBO TRAYS	16	\$11.95	\$191.20
COPPER PAELLAS	10	\$100.00	\$1,000.00
COPPER BOXES FOR PAELLAS	8	\$150.00	\$1,200.00
PLASTIC MITCHERS	40	\$7.75	\$310.00
ELEVATIONS	40	\$1.25	\$50.00
COFFEE POURERS	40	\$16.95	\$678.00
COFFEE SAMOVARs	12	\$195.00	\$2,340.00
GREY BOXES (TRANSPORTATION)	30	\$15.95	\$478.50
COUNTERTOP STOVES	12	\$30.00	\$360.00
RATIONAL OVENS WITH RACKS	1	\$55,000.00	\$55,000.00
<b>GRAND TOTAL</b>			<b>\$128,898.25</b>



## Response to Scheduling II

**SUITES**

ITEM	#	Price/Each	Total Price
SQUARE CHAFFER	65	\$700.00	\$45,500.00
(American Made with Broncos & Corporate Suite Holders Logo etched on Chafing Lid)			
LARGE ROUND CHAFER	40	\$500.00	\$20,000.00
PLASTIC PLATTER	300	\$17.50	\$5,250.00
DECORATIVE PLATTERS	150	\$40.00	\$6,000.00
LG. PLASTIC BOWLS	300	\$25.00	\$7,500.00
MED. PLASTIC BOWLS	300	\$19.00	\$5,700.00
SM. PLASTIC BOWLS	300	\$11.00	\$3,300.00
HEAT LAMPS	50	\$130.00	\$6,500.00
WOOD CARVING BOARDS	50	\$60.00	\$3,000.00
SERVING SPOON-STAINLESS	300	\$9.00	\$2,700.00
SERVING FORK-STAINLESS	300	\$10.00	\$3,000.00
DRESSING CRUETS	150	\$8.00	\$1,200.00
SERVING TONGS-STAINLESS	300	\$9.00	\$2,700.00
SPOON REST	150	\$9.00	\$1,350.00
WIRE BASKETS	200	\$15.00	\$3,000.00
CONDIMENT BOWLS	450	\$11.00	\$4,950.00
CARVING SETS	150	\$18.00	\$2,700.00
ICE SCOOPS	150	\$2.25	\$337.50
BAR SUPPLIES	150	\$44.00	\$6,600.00
SHAKERS, POURERS, STRAINERS, SPOONS			
HOT DOG MACHINE-WARMERS	12	\$350.00	\$4,200.00
MISC. SMALLWARES	150	\$25.00	\$3,750.00
<b>CATEGORY TOTAL</b>			<b>\$139,237.50</b>

**PANTRIES**

PANTRIES WILL UTILIZE EQUIPMENT FROM MAIN KITCHEN EXCEPT FOR THE FOLLOWING

PORTABLE BURNERS	9	\$150.00	\$1,350.00
MOPS	9	\$20.00	\$180.00
MOP BUCKET	9	\$90.00	\$810.00
CORN BROOM	9	\$10.00	\$90.00
LARGE ICE SCOOPS	9	\$6.00	\$54.00
FOOD CARTS-DARK BLUE	9	\$150.00	\$1,350.00
PLASTIC PITCHERS	20	\$5.00	\$100.00
<b>CATEGORY TOTAL</b>			<b>\$3,934.00</b>

**MAIN KITCHEN**

SURGICAL HAND SANITIZER	1	\$3,500.00	\$3,500.00
SHEET PANS	500	\$6.00	\$3,000.00
1/2 SHEET PANS	50	\$6.00	\$300.00
2" HOTEL PANS	450	\$12.50	\$5,625.00
4" HOTEL PANS	30	\$17.50	\$525.00
6" HOTEL PANS	10	\$24.50	\$245.00
2"-1/2 PANS	200	\$9.50	\$1,900.00
4"-1/2 PANS	30	\$10.50	\$315.00
6"-1/2 PANS	10	\$15.50	\$155.00
4"-1/3 PANS	30	\$9.50	\$285.00
6"-1/3 PANS	30	\$13.50	\$405.00
2"-1/6 PANS	50	\$5.50	\$275.00
4"-1/6 PANS	50	\$7.50	\$375.00
6"-1/6 PANS	50	\$8.50	\$425.00
32 QT. POT	2	\$92.00	\$184.00
20 QT. POT	2	\$68.00	\$136.00
12 QT. POT	3	\$61.00	\$183.00
2 QT SAUCE POT	15	\$15.00	\$225.00
4 QT SAUCE POT	15	\$21.00	\$315.00
8 QT SAUCE POT	15	\$27.00	\$405.00
8" SAUTEE PAN	10	\$16.50	\$165.00
10" SAUTEE PAN	30	\$22.50	\$675.00
12" SAUTEE PAN	20	\$28.50	\$570.00
20" BRAISER	2	\$130.00	\$260.00
10" SPRING TONG	15	\$4.00	\$60.00
12" SPRING TONG	15	\$5.00	\$75.00
16" SPRING TONG	15	\$5.50	\$82.50
10" LIGHT WHIP	10	\$4.25	\$42.50
10" HEAVY WHIP	10	\$4.50	\$45.00
12" LIGHT WHIP	10	\$4.75	\$47.50
16" HEAVY WHIP	10	\$5.00	\$50.00
KITCHEN SPOONS	40	\$3.00	\$120.00
SLOTTED SPOONS	40	\$3.15	\$126.00
2 OZ. LADLE	15	\$3.00	\$45.00
4 OZ. LADLE	15	\$4.00	\$60.00
6 OZ. LADLE	15	\$4.50	\$67.50
8 OZ. LADLE	15	\$5.75	\$86.25
12 OZ. LADLE	15	\$7.50	\$112.50
SPIDER	3	\$5.00	\$15.00
ASSORTED KNIVES	10	\$20.00	\$200.00
MAGNETIC KNIFE RACK	2	\$25.00	\$50.00
METAL SPATULAS	15	\$8.50	\$127.50
RUBBER SPATULAS	20	\$3.00	\$60.00
COLANDERS	3	\$37.50	\$112.50
CHINA CAPS	4	\$30.00	\$120.00
CHINOIS	1	\$55.00	\$55.00
DUNAGE RACKS	20	\$150.00	\$3,000.00
DISH DOLLIES	20	\$50.00	\$1,000.00
TIMER	1	\$30.00	\$30.00
OVEN THERMOMETER	4	\$3.00	\$12.00
REFIR THERMOMETER	12	\$2.50	\$30.00
COOLING STICKS	10	\$28.50	\$285.00
PIZZA CUTTERS	4	\$14.50	\$58.00
TOMATO SLICER	1	\$235.00	\$235.00
FUNNELS	6	\$3.50	\$21.00

BOX GRATER	2	\$11.00	\$22.00
BROILER BRUSH	1	\$31.00	\$31.00
ROLLING PIN	1	\$30.00	\$30.00
PASTRY BAGS	1	\$50.00	\$50.00
ASSORTED PASTRY TIPS	8	\$3.00	\$24.00
BISQUIT CUTTERS	1	\$10.00	\$10.00
ASSORTED DISHERS	12	\$4.00	\$48.00
1 GAL MEASURE	4	\$10.25	\$41.00
1/2 GAL MEASURE	4	\$10.00	\$40.00
1 QT MEASURE	2	\$7.00	\$14.00
ROBOT COUPE	1	\$750.00	\$750.00
KITCHEN AID	1	\$350.00	\$350.00
BURR MIXER	1	\$700.00	\$700.00
BLENDER	1	\$255.00	\$255.00
UTILITY CARTS	6	\$100.00	\$600.00
35 GAL TRASH CANS	20	\$25.50	\$510.00
DOLLIES FOR TRASH CANS	20	\$31.00	\$620.00
SLIM JIMS	30	\$31.50	\$945.00
MOPS	5	\$20.00	\$100.00
MOP BUCKETS	5	\$90.00	\$450.00
PUSH BROOMS	5	\$23.00	\$115.00
CORN BROOMS	5	\$10.00	\$50.00
DUST PANS	5	\$7.00	\$35.00
SQUEEGEES	3	\$19.50	\$58.50
FLOOR MATTING	15	\$100.00	\$1,500.00
DECK BRUSH	2	\$15.00	\$30.00
CUTTING BOARD	15	\$12.50	\$187.50
CAN OPENERS	2	\$50.00	\$100.00
5 GAL BUCKETS	20	\$2.25	\$45.00
ASSORTED BUCKETS	20	\$2.25	\$45.00
POUND SCALE	2	\$64.50	\$129.00
OUNCE SCALE	2	\$42.00	\$84.00
LG MIXING BOWL ON CART	2	\$500.00	\$1,000.00
LG MIXING BOWL-COUNTERTOP	5	\$21.00	\$105.00
MED MIXING BOWL	5	\$15.50	\$77.50
SM MIXING BOWL	10	\$10.00	\$100.00
ROASTING PANS	4	\$80.00	\$320.00
22 QT LEXAN	15	\$15.50	\$232.50
12 QT LEXAN	15	\$12.50	\$187.50
MANDOLIN	2	\$125.00	\$250.00
2 WHEEL DOLLY	3	\$135.00	\$405.00
4 WHEEL DOLLY-DARK BLUE	3	\$150.00	\$450.00
4 WHEELER-HEAVY DUTY	3	\$350.00	\$1,050.00
PAN GRATES	20	\$10.00	\$200.00
BUS TUBS-5"-DARK BLUE	30	\$6.50	\$195.00
BUS TUBS-7"-DARK BLUE	30	\$8.50	\$255.00
CATEGORY TOTAL			\$39,675.25
<b>GRAND TOTAL</b>			\$182,846.75

SCHEDULE IV  
TO PREMIUM CONCESSION MANAGEMENT  
AND LICENSE AGREEMENT

**MINIMUM PURCHASE SPECIFICATION REQUIREMENTS**

BEEF Heifer or Steer	GRADE: YIELD: CONDITION: GROUND BEEF:	USDA Top Choice 3 or under Fresh or Frozen Chuck, 20% fat content
PORK	GRADE: YIELD: CONDITION:	US No. 1 1 Fresh or Frozen
VEAL Calf	GRADE: CONDITION:	USDA Choice Fresh or Frozen
LAMB Under one year old	GRADE: CONDITION:	USDA Choice Fresh or Frozen
POULTRY	GRADE: CONDITION:	USDA Inspected Grade A Hens - Fresh or Frozen Fryers - Fresh or Frozen Duckling - Fresh or Frozen Turkey Breast - Fresh or Frozen
FISH & SHELLFISH	GRADE: CONDITION:	When graded - A, otherwise top quality Fresh when available, frozen if cost and availability warrant
EGGS	GRADE: SIZE: CONDITION:	USDA A, 100\$ candled Large Fresh
BUTTER	GRADE:	USDA AA
MILK & MILK PRODUCTS	GRADE:	US Grade A pasteurized
NONFAT DRY MILK	GRADE:	US Extra
BULK ICE CREAM		Minimum 12% milk fat, 80-100% overrun

FRESH VEGETABLES & FRUITS	GRADE:	US No. 1 or better
FROZEN VEGETABLES	GRADE:	A
CANNED FRUIT	GRADE:	US Grade A or Fancy in heavy syrup
CANNED VEGETABLES	GRADE:	US Grade A or Fancy
DRY GOODS	RICE: BEANS:	Fancy or US No. 2 Grade A
BAKED PRODUCTS	At the Club's approval	
PURCHASING SPECIFICATION	<p>Proposers must submit a written purchasing specification for each of the sample items listed below. At least three (3) of the meat specifications must be for meat items specified in the recipes to be submitted for this Agreement.</p> <ul style="list-style-type: none"> <li>· Portion cut beef item</li> <li>· Beef roast item</li> <li>· Pork rib item</li> <li>· Poultry item</li> <li>· Lamb item</li> <li>· Veal (calf) item</li> <li>· Fresh fruit item</li> <li>· Frozen vegetable item</li> <li>· Canned fruit item</li> <li>· Non-food item</li> </ul>	

**SCHEDULE V**

**EPICUREAN ENTERTAINMENT  
PAPER PRODUCTS PACKAGE FOR LUXURY SUITES**

<b>DESCRIPTION</b>	<b>CODE</b>	<b>MFR</b>	<b>MATERIAL</b>	<b>SIZE</b>	<b>COLOR</b>	<b>LOGO</b>
<b>PLATE</b>						
Entrée Plate		C&M	Plastic Laminate	9"x7"	Black	No
Appetizer Plate		C&M	Plastic Laminate	6"	Black	No
<b>CUP</b>						
Bar Glass	PF 10	Comet	Frosted Flex	10 oz	Clear	Yes
Beer Glass	PF 14	Comet	Frosted Flex	14 oz	Clear	Yes
Coffee Cup		C&M	Plastic	6 oz	Black	No
<b>NAPKIN</b>						
Dinner Napkin			Paper 2 Ply	17"x17"	White	Yes
Cocktail Napkin			Paper 1 Ply	10"x10"	White	Yes
<b>BOWL</b>						
Soup Bowl	MB12B-07	C&M	Plastic Laminate	12 oz	Black	No
<b>FLATWARE</b>						
Knife		Classicware	Plastic		Black	No
Fork		Classicware	Plastic		Black	No
Spoon		Classicware	Plastic		Black	No
Soup Spoon		Classicware	Plastic		Black	No

**SCHEDULE VI****BRONCO'S / SMC STADIUM 2001**

**Stadium Management Corporation, LLC.**  
1805 Bryant Street - Denver, CO 80204  
Office: 303-433-1556 Fax: 303-433-2149

**Gray Water Non-Structural****Best Management Practice Guidelines*****Interior Non-Structural BMP's***

- *Defined Cleaning Process*
- *Defined Maintenance Operation*
- *Education of Janitorial, Operations and Concessionaire Crews*
- *Use of Specific Cleaning Solutions*
- *Fan Awareness Program*
- *Annual clean Up Practice*

***Exterior Non-Structural BMP's***

- *Management and Operation of the Gray Water Discharge/Vault System*

**February 1, 2000**

The Stadium Management Corporation, L.L.C. (SMC), as the acting facility manager for the New Broncos Stadium, respectfully submits the following Best Management Practices (BMP). The proposed BMP Plan covers the Interior and Exterior Non-Structural operations of the Gray Water system servicing the New Mile High Stadium. This plan covers the necessary activities for the Gray Water System to ensure successful operation and management. This Plan is based on the approved design and reports as authored by JF Sato & Associates.<sup>1</sup>

The management of the Gray Water System in this BMP plan is based on operating and cleaning the stadium during and after a capacity event. The amount of water and activities related to the use of water for the new stadium will be constrained by the vault capacity, recent precipitation and vault pumping intervals. Future cleaning operations will be conducted under these constraints.

As a follow-up to initiating the BMP plan, SMC will retain the services of a consultant during the first full season of operation to monitor both operations and management. This consultant will:

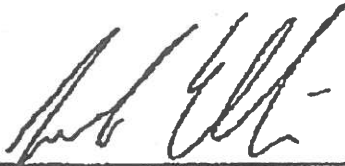
- Observe system operations and management.
- Collect empirical information to evaluate actual operation data versus the design data.
- Evaluate the established management of the system and suggest efficiencies.
- Continue to act as liaison with the regulatory agencies.
- Perform "in house" compliance of the BMP.
- As required, conduct formal, periodical inspections of the system with members of the District, SMC, City/County/State agencies and/or others as required.

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<sup>1</sup> "Final recommendations for Gray Water Conveyance and Best Management Practices (BMP's) for the Broncos Stadium", August 1999.



This Best Management Practice submitted by Stadium Management Corporation, LLC. for the Interior and Exterior Non-Structural Operation of the Gray Water System is intended to be the benchmark that we will utilize to comply with the Clean Water Act and guidelines set forth by each governmental regulatory agency. It is our intention to design, operate and maintain a system that is environmentally responsible and an asset to our new stadium.



Joe Ellis, Vice President of Business Operations  
Stadium Management Corporation, LLC.