

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **UNIVERSAL PROTECTION SERVICE, L.P.**, a California limited partnership, doing business as **ALLIED UNIVERSAL SECURITY SERVICES** with an address for notice purposes of 1551 N. Tustin Avenue, #650, Santa Ana, California 92705 (the “Contractor”), jointly “the Parties” and individually a “Party.”

WHEREAS, the Mayor declared a state of local disaster emergency on March 12, 2020 pursuant to C.R.S. 24-33.5-701, *et seq.*, brought on by the spread of COVID-19, the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020 on the same basis, and the President of the United States issued a Declaration of Emergency on March 13, 2020 due to the COVID-19 crisis; and

WHEREAS, to respond to the COVID-19 crisis in the City and County of Denver, Colorado, and pursuant to the declarations of emergency described above, the City wishes to secure certain staffing services from Contractor in the Denver Coliseum and other City owned-property;

WHEREAS, the City wishes such work to be performed on an expedited, emergency basis; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

- 1. COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director (“Director”) of General Services (“Agency”), or the Director’s Designee.
- 2. SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the City’s satisfaction (the “Services”). Additionally, Director may increase the scope of work described in Exhibit A by written notice to Contractor which describes any additional work to be performed and corresponding budget amounts, if applicable, for such services. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM:** This Agreement will commence on May 7, 2020, and will expire, unless sooner terminated, on June 30, 2020 (the “Term”). The Term of this Agreement may be extended for three months, from July 1, 2020 through September 30, 2020, by mutual written agreement of the Director and the Contractor fifteen days prior to expiration of the original term (“Extension Option”).

4. **COMPENSATION AND PAYMENT**

4.1. **Budget:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the rates and amounts set forth in **Exhibit B**. If, in the opinion of the Director, the Contractor’s performance under this Agreement becomes unsatisfactory, the City may notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to perform the Services, or engage others, to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

4.2. **Reimbursable Expenses:** There are no, non-specified reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are described in **Exhibit B**.

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

4.4. **Maximum Contract Amount**

4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000)**(the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A**, or as directed by Director in writing, are performed at the Contractor’s risk and without authorization under the Agreement.

4.4.2. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement

irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

6. **TERMINATION**

6.1. **Termination for Convenience**: In accordance with Federal Acquisition Regulation (FAR), the Contracting Officer (as defined in the FAR), by written notice, may terminate this Agreement, in whole or in part, when it is in the Government's interest. If this Agreement is terminated, the Government shall be liable only for payment under the payment of provisions of this Agreement for services rendered before the effective date of termination.

6.2. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) 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 Director.

6.3. 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

6.4. 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.

6.5. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any

form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE.”

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after final closeout by FEMA or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.
8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.
9. **INSURANCE**
 - 9.1. **General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement the insurance coverage set forth in Exhibit C. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a

valid provision or endorsement requiring notification to the City in the event any of the required policies 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. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the 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. The 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.

9.2. Proof of Insurance: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. The City agrees that the certificate of insurance attached as **Exhibit C**, 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 the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

9.4. Mutual Waiver of Subrogation: The parties and their insurers mutually waive their right to subrogation for any claim covered by insurance.

9.5. 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. The 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. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

9.6. Workers' Compensation/Employer's Liability Insurance: The 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. The 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 the Contractor executes this Agreement.

9.7. Commercial General Liability: The 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.

9.8. Additional Provisions

9.8.1. For Commercial General Liability, the policy must provide the following:

9.8.1.1. That this Agreement is an Insured Contract under the policy;

9.8.1.2. Defense costs are outside the limits of liability;

9.8.1.3. A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

9.8.1.4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

9.8.2. For claims-made coverage:

9.8.2.1. 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.

9.9. The 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.

10. DEFENSE AND INDEMNIFICATION

10.1. The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

10.2. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

10.3. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

10.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

10.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

12. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

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

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

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate

the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

18. CONFLICT OF INTEREST

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

18.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the City at the addresses below:

Executive Director of General Services or Designee
201 West Colfax Avenue, Dept. 1110
Denver, Colorado 80202

With a copy of any such notice to:

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

And if to Contractor to:

Universal Protection Service, L.P.

1551 N. Tustin Avenue, #650
Santa Ana, California 92705

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

20. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT

20.1. 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”).

20.2. The Contractor certifies that:

20.2.1. 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.

20.2.2. 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.

20.3. The Contractor also agrees and represents that:

20.3.1. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

20.3.2. 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.

20.3.3. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

20.3.4. It is prohibited from using 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.

20.3.5. 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.

20.3.6. 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.

20.4. The Contractor is liable for any violations as provided in the Certification Ordinance. If the 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 the Contractor from submitting bids or proposals for future contracts with the City.

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

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

- 23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 24. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 25. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 26. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 27. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.
- 28. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

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

30. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of

limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

33. CONFIDENTIAL INFORMATION

33.1. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

33.2. Use and Protection of Proprietary Data or Confidential Information

33.2.1. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to

the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

33.2.2. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

33.2.3. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

33.3. **Employees and Subcontractor**: The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

33.4. **Disclaimer**: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including,

but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

33.5. Contractor's Confidential Information; Open Records: If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor ("Contractor's Confidential Information"), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor's Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it's the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

34. DATA PROTECTION

34.1. The Contractor shall ensure that all City data, information, and records, regardless of form, in the Contractor's possession are protected and handled in accordance with the requirements of this Agreement and any exhibits or attachments, City policies, and applicable laws. If the Contractor or any of its subcontractors receives the following types of data, the Contractor or its subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all tax information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Agreement as an exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of

Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all criminal justice information (CJI); (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA); (vi) the Family Education Rights and Privacy Act (FERPA); (vii) C.R.S. § 24-73-101, *et seq.*; (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the Fair Credit Reporting Act (FCRA); and (x) the federal Health Insurance Portability and Accountability Act for all protected health information (PHI) and in accordance with the HIPAA Business Associate Terms attached to this Agreement, if applicable. The Contractor shall immediately forward any request or demand for City information or records to the notice addresses contained herein.

34.2. If the Contractor receives personal identifying information (“PII”) under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor’s business and its operations. The Contractor shall be a “Third-Party Service Provider” as defined in C.R.S § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

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

36. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer

or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

37. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The 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.

39. FEMA GRANT AND COOPERATIVE AGREEMENT SPECIFIC PROVISIONS: During the performance of this Agreement, the Contractor agrees as follows:

39.1. Federal Equal Opportunity Clause

39.1.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

39.1.2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 39.1.3.** The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 39.1.4.** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 39.1.5.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 39.1.6.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 39.1.7.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

39.1.8. The Contractor will include the portion of the sentence immediately preceding paragraph 39.1. and the provisions of paragraphs 39.1 and 39.1.1 through 39.1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

39.2. Compliance with the Contract Work Hours and Safety Standards Act

39.2.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

39.2.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 39.2.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 39.2.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 39.2.1 of this section.

39.2.3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 39.2.2 of this section.

39.2.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 39.2.1 through 39.2.3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 39.2.1 through 39.2.4 of this section.

39.3. FOR AGREEMENTS IN EXCESS OF \$150,000 the Clean Air Act and Federal Water Pollution Control Act Provisions Apply

39.3.1. Clean Air Act: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.* The Contractor agrees to report each violation to the State of Colorado or relevant federal agency and understands and agrees that State of Colorado or relevant federal agency will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA and HHS.

39.3.2. Federal Water Pollution Control Act: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Contractor agrees to report each violation to the State of Colorado or relevant federal agency and understands and agrees that the State of Colorado or relevant federal agency will, in turn, report each

violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA and HHS.

39.4. Suspension and Debarment

39.4.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

39.4.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

39.4.3. This certification is a material representation of fact relied upon by the City and/or the State of Colorado. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the State of Colorado, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

39.4.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

39.5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

39.5.1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

39.6. APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

39.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

39.6.2. The undersigned certifies, to the best of his or her knowledge, that:

39.6.3. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

39.6.4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39.6.5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

39.6.6. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39.6.7. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

39.7. PROCUREMENT OF RECOVERED MATERIALS

39.7.1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule;

39.7.2. Meeting contract performance requirements; or

39.7.3. At a reasonable price.

39.7.4. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

39.8. ADDITIONAL PROVISIONS

39.8.1. The Contractor agrees to the State of Colorado, the City, the FEMA Administrator, the Comptroller General of the United States, HHS or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

39.8.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

39.8.3. The Contractor agrees to provide the FEMA Administrator, HHS or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

39.8.4. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or HHS pre-approval.

39.8.5. This is an acknowledgement that FEMA or HHS financial assistance will be used to fund the Agreement only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA or HHS policies, procedures, and directives.

39.8.6. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, the Contractor, or any other party pertaining to any matter resulting from the Agreement.

39.8.7. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

40. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

41. PAYMENT OF PREVAILING WAGES: Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

If contract opportunity was not advertised, date of written encumbrance is April __, 2020.

Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

42. PAYMENT OF LIVING WAGES:

42.1. Employees of the Contractor or the Contractor's sub-consultants or subcontractors may be subject to the payment of living wages pursuant to § 20-80 et seq., D.R.M.C., depending upon the nature of their work. Pursuant to § 20-80, D.R.M.C., the Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., employed by the Contractor 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 that specified in § 20-80(c), D.R.M.C., 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 that scale of wages to be paid to such workers.

42.2. 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 Workers, 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 Consultant that the copy is a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Consultant 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, whether by the Contractor or any subcontractor, were paid the living wages as set forth in this Agreement.

42.3. Increases in living wages pursuant to § 20-80, D.R.M.C., effective after the date of this Agreement shall not be mandatory on either the Contractor or the subcontractors if the term of this Agreement is less than one year. Increases in the living wages pursuant to § 20-80, D.R.M.C., shall be mandatory for the Contractor and the Contractor's subcontractors if the term of this Agreement is longer than one year, effective on the anniversary date of this Agreement. In no event shall any increases in living wages over the amount stated in this Agreement 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.

42.4. 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 may, at the Manager's 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.

Exhibits

- Exhibit A - Scope of Work**
- Exhibit B - Budget**
- Exhibit C - Certificate of Insurance**
- Exhibit D - Living Wage Rates**

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Contract Control Number: GENRL-202054453-00
Contractor Name: UNIVERSAL PROTECTION SERVICE LP

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:

Attorney for the City and County of Denver

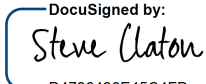
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202054453-00
UNIVERSAL PROTECTION SERVICE LP

By:  _____
D4736436E45G4FD...

Name: Steve Claton
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A- Scope of Work

The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of General Services or another designated representative (the "Director").

Contractor shall provide security personnel services throughout the City and County of Denver (the "City"). Initial assignment will be at the Denver Coliseum and that part of the National Western Campus known as the Exposition Hall, Hall of Education and Stadium Hall. Facilities are operated 24 hours per day, 7 days per week until further notice.

The City reserves the right to increase or decrease service levels and add facilities as required by the fluidity of the City's needs. The Contractor will meet with the Director, or their designee, if an increase or reduction in service or an additional facility is being contemplated, and both parties will work in earnest to address the City's needs, which shall not increase the amount of the purchase order

National Western Complex at 4655 Humboldt St, Denver, CO 80216

- Site houses male population; female visits are allowed during the day
- Specific post requirements will be determined after the initial site visit
- The shelter is for clients experiencing homelessness and housing transitional needs
- Security presence needs to be dynamic and agile; security needs are fluid and may shift daily
- Start date will be determined with the city's designee

Posts include:

1. Provide general customer service by answering questions and providing directional assistance
2. Observe and report prohibited or illicit activities
3. Support enforcement of facility rules and regulations
4. Secure designated areas from unauthorized entry
5. Patrol interior and exterior areas and report prohibited or illicit activities
6. Conduct bag checks at main entrance for designated prohibited items (weapons, alcohol) – NO TOUCH
7. Monitor facilities for damage or vandalism and report immediately
8. As instructed, assist first responders with emergency response and/or evacuation

Exclusions:

1. Providing wellness test related activities
2. Providing medical response
3. Using physical force with clients unless there is imminent danger to one's life

Generally, posts at the National Western Campus known as the Exposition Hall, Hall of Education and Stadium Hall are as follows:

<i>Location</i>	<i>Time</i>	<i># of Positions</i>	<i>Post</i>
smoking area and patrol	2000-0800	2	overnight 12 hour roving patrol - smoking area and patrol
supervisor	4pm - 12pm	1	supervisor - swing
showers and meal area, open times	24 hrs	1	deep post inside shower area
front doors - rotates	24 hrs	1	prevent door being crashed or opened after closing times
meal - eating area , rotates w/ showers	24 hrs	1	shower area entrance and meal area
smoking area entrance	24 hrs	1	prevent fence jumping and let-ins
sleeping area	24 hrs	1	next to crash doors , preventing letting people in
screeners and front doors - rotates	24 hrs	1	two during busy times1 =8am to 8pm / perimeter patrols - 1
supervisor	0800-4pm	1	
		10	

Denver Coliseum at 4600 Humboldt St, Denver, CO 80216

- Site houses female clients and those identifying as female only
- Specific post requirements will be determined after the initial site visit
- The shelter is for clients experiencing homelessness and housing transitional needs
- Males are not allowed to visit
- Security presence needs to be dynamic and agile; security needs are fluid and may shift daily
- Start date is Monday, April 20, 2020

Posts include:

1. Provide general customer service by answering questions and providing directional assistance
2. Observe and report prohibited or illicit activities
3. Support enforcement of facility rules and regulations
4. Secure designated areas from unauthorized entry
5. Patrol interior and exterior areas and report prohibited or illicit activities
6. Conduct bag checks at main entrance for designated prohibited items (weapons, alcohol) – NO TOUCH
7. Monitor facilities for damage or vandalism and report immediately
8. As instructed, assist first responders with emergency response and/or evacuation

Exclusions:

1. Providing wellness test related activities
2. Providing medical response
3. Using physical force with clients unless there is imminent danger to one's life

Generally, the posts at the Coliseum are:

<i>Location</i>	<i>Time</i>	<i># of Positions</i>	<i>Post</i>
Entrance Doors	0800-2000	2	Screening- Bag check for weapons
Exit Doors 1	24 hrs	1	Monitor doors as exit only
Exit Doors 2	24 hrs	1	Monitor doors as exit only
Patrol 1 (floor 1)	24 hrs	1	Walk interior
Patrol 2 (floor 1)	24 hrs	1	Walk interior
Exterior Patrol (vehicle)	24 hrs	1	Patrol exterior; specifically boundaries of smoking area
Exit to Smoking Area (inside)	24 hrs	1	Monitor doors
Shower/Restroom/Laundry/Delivery Area	24 hrs	1	Monitor area
Staff Area	24 hrs	1	Monitor and restrict access
Stadium Seating Area	24 hrs	1	Monitor and restrict access; patrol for drug use in stairwells
		11	

Exhibit B - Billing Rates

Dedicated Project Manager

Location	Time	# of Positions	Hours per Week	Post	Recommended Personell Classification	Hourly Rate	Weekly Cost
PROJECT	SALARIED	1	40	Project Manager - leading entire project	ADDED POSITION - Dedicated Project Manager	\$ 70.00	\$ 2,800.00

National Western Complex - Men's Shelter

Location	Time	# of Positions	Hours per Week	Post		Hourly Rate	Weekly Cost
NWCO	20:00 - 08:00	2	168	overnight 12 hour roving patrol - smoking area and patrol	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
NWCO	16:00 - 00:00	1	56	supervisor - swing shift	Supervisor - Level 1	\$ 55.00	\$ 3,080.00
NWCO	24 hrs	1	168	deep post inside shower area	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
NWCO	24 hrs	1	168	prevent door being crashed or opened after closing times	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
NWCO	24 hrs	1	168	shower area entrance and meal area	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
NWCO	24 hrs	1	168	prevent fence jumping and let-ins	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
NWCO	24 hrs	1	168	next to crash doors , preventing letting people in	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
NWCO	24 hrs	1	168	two during busy times1 =8am to 8pm / perimeter patrols 1	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
NWCO	08:00-16:00	1	56	Supervisor - day shift	Supervisor - Level 1	\$ 55.00	\$ 3,080.00
NWCO	00:00 - 08:00	1	56	Supervisor - night shift	Supervisor - Level 1	\$ 55.00	\$ 3,080.00
NWCO	09:00-17:00	1	40	M-F SITE SUPERVISOR	ADDED POSITION - Supervisor - Level 2	\$ 65.00	\$ 2,600.00
Total Site Hours per week:			1384	SITE WEEKLY TOTAL EST.		\$	\$ 64,760.00

Colliseum - Women's Shelter

Location	Time	# of Positions	Hours per Week	Post		Hourly Rate	Weekly Cost
COL	08:00 - 20:00	2	168	Entrance Doors - Screening- Bag check for weapons	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Exit Doors 1 - Monitor doors as exit only	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Exit Doors 2 - Monitor doors as exit only	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Patrol 1 (floor 1) - Walk interior	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Patrol 2 (floor 1) - Walk interior	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Exterior Patrol (vehicle) - Patrol exterior; specifically boundaries of smoking area	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Exit to Smoking Area (inside) - Monitor Doors	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Shower/Restroom/Laundry/Delivery Area - Monitor area	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Staff Area - Monitor and Restrict Access	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	24 hrs	1	168	Stadium Seating Area - Monitor and restrict access; patrol for drug use in 1 stairwells	Unarmed Agent - Level 1	\$ 45.00	\$ 7,560.00
COL	00:00 - 08:00	1	56	ADDED POSITION: Supervisor - night shift	ADDED POSITION: Supervisor - Level 1	\$ 55.00	\$ 3,080.00
COL	0800 - 1600	1	56	ADDED POSITION: Supervisor - day shift	ADDED POSITION: Supervisor - Level 1	\$ 55.00	\$ 3,080.00
COL	1600 - 00:00	1	56	ADDED POSITION: Supervisor - swing shift	ADDED POSITION: Supervisor - Level 1	\$ 55.00	\$ 3,080.00
COL	09:00 - 17:00	1	40	ADDED POSITION: M-F Site Supervisor	ADDED POSITION: Supervisor - Level 2	\$ 65.00	\$ 2,600.00
Total Site Hours per week:			1888	WEEKLY TOTAL EST.		\$	\$ 87,440.00

Direct-Billed Items

Total Weekly Estimate	\$ 156,390.00
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Item Tyoep	# Required	Per Unit Weekly Cost	Total Weekly Billing (includes Markup)
Short-Range Radios	30	\$ 20.50	\$ 615.00
Cell Phones (includes HELIAUS Incident Reporting technology)	7	\$ 50.00	\$ 350.00
Vehicle (includes fuel & maintenance)	1	\$ 275.00	\$ 275.00
Kevlar Gloves	10	\$ 15.00	\$ 150.00
		\$	-
		\$	-
		\$	-
		\$	-
Total Weekly est. Direct Bill Item Costs			\$ 1,390.00

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2020

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-StaCr-19-20	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Lexington Insurance Company</td> <td style="text-align: right;">19437</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td style="text-align: right;">22322</td> </tr> <tr> <td>INSURER C : XL Insurance America</td> <td style="text-align: right;">24554</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td style="text-align: right;">36940</td> </tr> <tr> <td>INSURER E : National Union Fire Insurance Co.</td> <td style="text-align: right;">19445</td> </tr> <tr> <td>INSURER F : XL Specialty Insurance Company</td> <td style="text-align: right;">37885</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : Lexington Insurance Company	19437	INSURER B : Greenwich Insurance Company	22322	INSURER C : XL Insurance America	24554	INSURER D : Indian Harbor Insurance Company	36940	INSURER E : National Union Fire Insurance Co.	19445	INSURER F : XL Specialty Insurance Company	37885
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INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428																					

COVERAGES **CERTIFICATE NUMBER:** CLE-006208863-18 **REVISION NUMBER:** 5

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			082695264	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RAD9437818-03	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RES9437994 EXCESS OF GENERAL LIABILITY	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD3001203-03(AOS) RWR3001204-03(WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <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
E	CRIME			016151076	08/01/2019	08/01/2020	EMPLOYEE THEFT OR DISHONESTY 2,000,000 CLIENT'S PROPERTY 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers 201 West Colfax Avenue, Dept. 1110 Denver, CO 80202	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

First Named Insured:
Allied Universal Topco, LLC

Additional Named Insureds:
 AlliedBarton (NC) LLC
 AlliedBarton (NC) LLC, dba Allied Universal Security Services
 AlliedBarton Security Services LLC
 AlliedBarton Security Services LLC, dba Allied Universal Security Services
 AlliedBarton Security Services LP
 AlliedBarton Security Services LP, dba Allied Universal Security Services
 Allied Security Holdings LLC
 Allied Universal Holdco LLC
 Andrews International Government Services, Inc.
 Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services
 Apollo Security International, Inc.
 C & D Enterprises, Inc.
 FJC Security Services, Inc.
 FJC Security Services, Inc., dba Allied Universal Security Services
 Guardsmark (Puerto Rico), LLC
 Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
 Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
 Intelligent Access Systems of North Carolina, LLC
 Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
 Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
 Peoplemark, Inc.
 Peoplemark, LLC
 Securadyne Systems Intermediate LLC
 Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
 Securadyne Systems Texas LLC
 Securadyne Systems Texas LLC, dba Allied Universal Technology Services
 SFI Electronics, LLC
 SFI Electronics, LLC, dba Allied Universal Technology Services
 SFI Electronics, LLC, dba Allied Universal Security Systems
 SFI Electronics, LLC, dba Universal Protection Security Systems
 Spectraguard Acquisition LLC
 Staff Pro Inc.
 Staff Pro Inc., dba Allied Universal Event Services
 Surveillance Specialties, Ltd.
 Surveillance Specialties, Ltd., dba Allied Universal Technology Services
 Surveillance Specialties, Ltd., dba Securadyne Systems Northeast
 Universal Building Maintenance, LLC
 Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
 Universal Protection Security Systems, LP
 Universal Protection Security Systems, LP, dba Allied Universal Technology Services
 Universal Protection Security Systems, LP, dba Allied Universal Security Systems
 Universal Protection Service of Canada Co.
 Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
 Universal Protection Service of Canada Corporation



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
 Universal Protection Service, LLC
 Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
 Universal Protection Service, LP
 Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LP, dba Allied Universal Security Services
 Universal Protection Service, LP, dba Allied Universal Security Services, LP
 Universal Protection Service of Seattle, LLC
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
 Universal Services of America, LP
 Universal Thrive Technologies, LLC
 Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
 Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
 Universal Thrive Technologies, LLC, dba Thrive Intelligence
 U.S. Security Associates, Inc.
 U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
 U. S. Security Associates Aviation Services, Inc.
 U. S. Security Associates Holding Corp.
 U. S. Security Associates Holdings II Corp.
 U. S. Security Associates Holdings, Inc.
 U. S. Security Associates Staffing, Inc.
 U. S. Security Holdings, Inc.
 Vance Executive Protection, In.
 Vance International Consulting, Inc.

 The following acquisitions are included for coverage in the policies evidenced above as follows:

Coverage effective dates:

General and Umbrella Liability: 12/31/2019

Auto Liability and Workers' Compensation: 01/12/2020

AS Solution North America, Inc.
 AS Solution North America, Inc., dba AS Solution
 First Alarm Security & Patrol, Inc.
 First Alarm Security & Patrol, Inc., dba First Alarm
 First Alarm Security & Patrol, Inc., dba First Security
 First Alarm Security & Patrol, Inc., dba First Security Services
 SOS Security, LLC
 SOS Security LP
 SOS Security LP, dba Allied Universal Security Services
 SOS Security LLC, dba Allied Universal Security Services
 SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services
 TSI Security LLC

ENDORSEMENT #

This endorsement, effective 12:01 a.m., November 1, 2019 forms a part of
Policy No. RAD943781803 issued to ALLIED UNIVERSAL TOPCO, LLC
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to AXA XL Insurance no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #49

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

AMENDMENT OF CANCELATION CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SECURITY GUARD PROFESSIONAL LIABILITY POLICY

Section IV – **CONDITION #12**, Cancellation, is deleted in its entirety and replaced with the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured, all additional named insured's, and all certificate holder's written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment or premium; or
 - b. 90 days before the effective date of cancellation if we cancel for any other reason.
 It is further understood that ninety (90) will be given for material change.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, earned premium will be calculated in accordance with the customary pro-rata table and procedure, or the Minimum Earned Premium at the inception of the policy shown in of the Declarations, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If we decide to non-renew this policy we will provide the first Named insured with 90-days written notice.
8. It is further agreed that notice of cancellation or non-renewal will be given, in writing, to the Risk management Department.

All other terms and conditions remain as written.

LEXDOC021

LX0404

Authorized Representative OR
Countersignature (in states where applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 57**

(Ed. 12/10)

ENDORSEMENT #

This endorsement, effective 12:01 a.m. 11-01-2019 forms a part of

Policy No. RWD3001203-03 issued to ALLIED UNIVERSAL TOPCO, LLC
by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to AXA XL no less than 45 days prior to the effective date of the cancellation.		30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-01-2019 Policy No. RWD3001203-03 Endorsement No.
Insured ALLIED UNIVERSAL TOPCO, LLC Premium \$ Included
Insurance Company XL Insurance America, Inc. Countersigned by 



City and County of Denver

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

720-913-5000 • Fax 720-913-5253 • www.denvergov.org/auditor

Timothy M. O'Brien, CPA
Auditor

TO: All Users of the City of Denver Living Wage

FROM: Timothy M. O'Brien, Denver Auditor

DATE: January 17, 2020

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

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

Effective Date: January 17, 2020

The current living wage is \$12.60.

Please note effective January 1, 2020, all work performed in Denver, including work previously covered by the Living Wage is subject to a new local minimum wage of \$12.85. See D.R.M.C. §58-16.

Questions call: 720.913.5000 Denver Labor