

## FOURTH AMENDATORY AGREEMENT

**THIS FOURTH AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), and **ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership, with an address of 27310 Network Place, Chicago, Illinois 60673-1273 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**WHEREAS**, the City and Contractor entered into that certain Agreement dated January 18, 2018, and that certain Amendatory Agreement dated January 31, 2019, and that certain Second Amendatory Agreement dated December 11, 2020, and that certain Third Amendatory Agreement dated November 15, 2022 (collectively, the “Agreement”), by which Contractor agreed to provide various facility services to the City; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 11-Examination of Records, update paragraph 23-Payment of Living Wages, update paragraph 24-Payment of Prevailing Wage, update paragraph 29-Notices, update paragraph 39-Contract Documents; Order of Precedence, update paragraph 43-No Employment of Workers without Authorization.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 of the Agreement entitled “**TERM OF AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“**4. TERM OF AGREEMENT:** The term of this Agreement shall be from **January 1, 2018**, and shall expire on **May 31, 2026**, unless earlier terminated in accordance with the terms of this Agreement.”

2. Section 6 of the Agreement entitled “**PAYMENT:**”, subsection C. is hereby deleted in its entirety and replaced with:

“C. Notwithstanding any other provision of this Agreement, in no event shall the City be liable under the terms of this Agreement for any amount in excess of the sum of **Seventy-Four Million Seven Hundred Fifty Thousand Dollars and No Cents (\$74,750,000.00)**. The Contractor acknowledges that the City is not obligated to pay the Contractor for any services other than the Services, and that any additional work performed or services provided by Contractor in addition to the Services are performed at Contractor’s risk and without authorization under this Agreement or obligation of the City. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered by the expending City agency upon receipt of the Contractor’s invoice for the purpose of the Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

3. Section 11 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**11. 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 Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 the final payment under the Agreement 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 Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

4. Section 23 of the Agreement entitled “Payment of **Living Wages:**” is hereby deleted in its entirety and replaced with:

“**22. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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.”

5. Section 24 of the Agreement entitled “**PAYMENT OF PREVAILING WAGE:**” is hereby deleted in its entirety and replaced with:

“**24. PAYMENT OF PREVAILING WAGE:** 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.

Date bid or request for qualifications/proposals was advertised: April 26, 2017.

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](mailto: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.”

6. Section 29 of the Agreement entitled “**NOTICES**” is hereby deleted in its entirety and replaced with:

“**29. 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 Contractor at the address first above written, and if to the City at:

Director of Arts & Venues Denver (or his/her Designee)  
1345 Champa Street  
Denver, Colorado 80204

With a copy to: Denver City Attorney’s Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

and if to the Contractor to:

Aramark Services, Inc.  
27310 Network Place  
Chicago, Illinois 60673-1273  
Attn: President-Facilities

AND

Aramark Management Services Limited Partnership  
Aramark Tower  
P.O. Box 734677  
Dallas, TX 75373-4677

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.

7. Section 39 of the Agreement entitled “**CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**” is hereby deleted in its entirety and replaced with:

“**39. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 52, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A Scope of Services and Technical Requirements  
Exhibit B Rates for Services  
Exhibit C Insurance Certificate  
Exhibit D Payment/Performance Bonds

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through 52, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs 1 through 52  
Exhibit D  
Exhibit C  
Exhibit A  
Exhibit B”

8. Section 43 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“**43. [RESCINDED.]**”

9. As herein amended, the Agreement is affirmed and ratified in each and every particular.

10. This Fourth Amendatory 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:**  
**Contractor Name:**

THTRS-202578461-04 / THTRS-201736911-04  
ARAMARK MANAGEMENT SERVICES LIMITED  
PARTNERSHIP

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

THTRS-202578461-04 / THTRS-201736911-04  
ARAMARK MANAGEMENT SERVICES LIMITED  
PARTNERSHIP

By:

DocuSigned by:

*Katherine Tracy*

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Name:

katherine Tracy

(please print)

Title:

VP Finance

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)