

REVIVAL AND THIRD AMENDATORY AGREEMENT

THIS REVIVAL AND THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership, whose address is 2400 Market Street, Philadelphia, PA 19103 (the “Contractor”), individually a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Agreement dated April 14, 2020, an Amendatory Agreement dated April 23, 2020, and a Second Amendatory Agreement dated October 23, 2020 (collectively, the “Agreement”), by which the Contractor agreed to provide various facility services to the City;

WHEREAS, the City 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;

WHEREAS, the Agreement, expired by its terms on March 31, 2021, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to extend the Agreement with an option to further extend as set forth below; 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 Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. The Parties agree that this Revival and Third Amendatory Agreement shall be deemed effective as of April 1, 2021.
2. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.
3. Effective April 1, 2021, all references to Exhibit B in the existing Agreement shall be amended to read Exhibits B and B-1, as applicable. Exhibit B-1 is attached and will control from and after April 1, 2021.

4. Section 1 of the Agreement, titled “**COORDINATION AND LIAISON**,” is amended and restated to read as follows:

“1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director (the “Director”) of the Department of Housing Stability (“Agency” or “HOST”), or the Director’s Designee.”

5. Section 3 of the Agreement, titled “**TERM**,” is amended and restated to read as follows:

“3. **TERM**: This Agreement will commence on April 1, 2020, and will expire, unless sooner terminated, on September 30, 2021 (the “Term”). Notwithstanding anything contained herein, the term of this Agreement shall conclude prior to resumption of activities pursuant to the 2018 Agreement, and in no event shall activities be conducted by the Contractor pursuant to this Agreement and the 2018 Agreement simultaneously. This Agreement shall terminate immediately when services pursuant to the 2018 Agreement resume and shall no longer be in force and effect when services are performed, after the date of this Agreement, pursuant to the 2018 Agreement. The term of this Agreement may be extended for three months, from September 30, 2021, through December 31, 2021, by the Director in their discretion (“Extension Option”). The Director will provide written notice to the Contractor of the City’s unilateral election to exercise the Extension Option at least ten (10) days prior to expiration of the Term.”

6. Subsection 4.4.1 of the Agreement, under the title “**Maximum Contract Amount**,” is amended and restated to read as follows:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Six Million Three Hundred Thousand Dollars (\$6,300,000.00) (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.”

7. Section 19 of the Agreement, titled “**NOTICES**,” shall be modified by deletion of: “Director of Denver Arts & Venues (or her/his designee) 1245 Champa Street Denver, CO 80204” which shall be replaced with “Department of Housing Stability 201 West Colfax Avenue, 6th Floor, Denver, CO 80202.”

8. The Contractor consents to the use of electronic signatures by the City. This Revival and Third Amendatory Agreement, and any other documents requiring a signature hereunder, 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 this Revival and Third Amendatory 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 this Revival and Third Amendatory 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 basis that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
9. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
10. This Revival and Third Amendatory Agreement is not 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.

Exhibit List
Exhibit B-1

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Contract Control Number: GENRL-202157953-03 [THTRS-202054281-03]
Contractor Name: Aramark Management Services Limited Partnership
By: Aramark SMMS, LLC, its General Partner

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

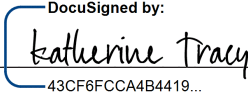
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Contract Control Number:
Contractor Name:

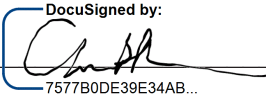
GENRL-202157953-03 [THTRS-202054281-03]
Aramark Management Services Limited Partnership
By: Aramark SMMS, LLC, its General Patner

By:  _____ 4/19/2021
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Name: Katherine Tracy
(please print)

Title: Vice President, Finance
(please print)

ATTEST: [if required]

By:  _____
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Name: Christopher D. Stearns
(please print)

Title: Assistant Secretary
(please print)

EXHIBIT B-1 – PRICING**Pricing Structure commencing upon March 18, 2021**

Notwithstanding anything contained in the Agreement or Exhibit B, effective January 1, 2021, and 12:00 am, and thereafter, the net percentage markup charged by the Contractor for labor pursuant to the Agreement shall be based on a tiered pricing structure as shown in the table below.

Labor

For labor, the net percentage markup shall be charged in accordance with the below and include the Contractor's actual cost of wages and benefits (in the form of payment in lieu of benefits or "PILOBEN") paid to the personnel used to perform the services in this Agreement. Wages shall be dictated by the applicable prevailing wage plus \$5, or by other agreed wages between City and Contractor when prevailing wage is not applicable or when wages exceed applicable prevailing wages. For the avoidance of doubt, the cost of salaries and benefits for management personnel shall be covered and paid pursuant to the 2018 Agreement.

The percentage mark-up shall cover all employer-paid payroll taxes, as well as other costs associated with providing the required personnel, including but not limited to training, recruitment, bonding, equipment, profit and overhead. The percentage mark-up shall also cover the Contractor's costs for risk insurance and information technology.

For total City labor costs \$0 - \$2,000,000

Net Percentage markup for handling of all applicable payroll taxes	9.60%
Net percentage mark up for profit, overhead, risk insurance, bonding, information technology and any other associated costs	23.40%
GRAND TOTAL MARK UP	33%

For total City payment amounts \$2,000,000.01 - \$3,000,000

Net Percentage markup for handling of all applicable payroll taxes	9.60%
Net percentage mark up for profit, overhead, risk insurance, bonding, information technology and any other associated costs	20.40%
GRAND TOTAL MARK UP	30%

For total City payment amounts \$3,000,000.01 or more

Net Percentage markup for handling of all applicable payroll taxes	9.60%
Net percentage mark up for profit, overhead, risk insurance, bonding, information technology and any other associated costs	18.40%
GRAND TOTAL MARK UP	28%

Aramark will include all base labor expenses charged since and including January 1, 2021, in calculating reductions of markups for total labor costs.

Supplies

For supplies purchased by the contractor at the City's direction, the percentage markup is **6%** over and including the Contractor's invoice cost of the supplies.

The Contractor's invoicing shall provide an itemized breakdown of all employees, hours worked, and wages and PILOBEN paid by location. The Contractor's bill rate, and only remuneration, shall be the actual wages and PILOBEN for each position multiplied by the total percentage mark-up shown the tables above. In addition, the Contractor's invoice shall detail any supplies purchased at the Contractor's invoice cost plus the applicable percentage markup (**6%**). The contractor shall include copies of invoices showing the purchase of the itemized supplies.

When the Contractor purchases supplies the Contractor may receive and shall retain all prompt payment or 'cash' discounts, as well as other rebates, allowances and other payments from its manufacturers, suppliers and distributors. If an affiliated company or division of Contractor furnishes product, equipment or services necessary in connection with the Services, the associated prices charged to the City will be competitive with those prices from an independent source in the open market.