

AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “City,” and **ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership, with an address of 1101 Market Street, Philadelphia, PA 19107, hereinafter referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the City desires to retain the Contractor to provide facility services as needed to various City venues and facilities;

WHEREAS, the Contractor possesses the qualifications required by the City;

WHEREAS, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

WHEREAS, the Contractor desires to provide facility services to the City and is ready, willing and able to undertake and perform these services as an independent contractor.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. FORM OF AGREEMENT: This Agreement shall consist of the terms and conditions stated in the following numbered paragraphs and referenced exhibits. No other documentation related to this Agreement or generated as a result of this Agreement shall form a part of this Agreement unless it is expressly referenced and incorporated herein.

2. CITY REPRESENTATIVE: The Director of the City’s Division of Arts & Venues Denver (“DAV”), or his/her designee (the “Director”), is the official City representative and directs all services performed under this Agreement. Communication between the Director and the Contractor shall be directed through the Director, or such other City agency representative(s) as the Director shall designate.

Day-to-day operational coordination of all the Services (as hereinafter defined) will be provided by the Director or his/her authorized representative. The Contractor agrees that during the term of this Agreement it shall fully coordinate all Services hereunder with the Director.

3. SERVICES TO BE PERFORMED: The Contractor shall be responsible for providing best in class, customer-oriented facility services as described in the Scope of Work and Technical Requirements attached hereto as **Exhibit A** (the “Services”) on an as-needed basis when requested by the Director. All records, finding, research, opinions and documentation prepared by the Contractor under this Agreement, if delivered to and accepted by the Director shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder.

The Contractor agrees that the City may at any time require deletions, additions, or modifications to the Services (“Service Revisions”) without invalidating the Agreement and without notice to the

sureties. Service Revisions will be issued, in writing, and signed by the Director or his/her authorized representative. The Contractor shall be paid for the actual quantity or quantities of such services whether increased or decreased. Additions or modifications of personnel shall be remunerated only on the Net Percentage Mark-up over wage, equipment and/or other costs listed in **Exhibit B**.

4. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2018 and shall expire on December 31, 2020, unless earlier terminated in accordance with the terms of the Agreement. Notwithstanding the foregoing, this Agreement may, upon approval of the parties and via a written amendment to this Agreement, be extended for two (2) additional one (1) year periods.

5. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

6. **PAYMENT:**

A. The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for the services and expenses provided under this Agreement, the percentage mark-ups given in **Exhibit B** over actual wage rates as required by living and prevailing wage rates and other wage rates to be determined in accordance with **Exhibit A**. The City will not compensate the Contractor for overtime worked by its employees except as otherwise approved by the Director. The Contractor's on site management staff, including Contractor's manager(s), general manager(s), and operational manager(s) (or such other on site management staff performing the duties of the same), will be subject to the percentage markup provided in **Exhibit B**, but the wages for such positions shall be negotiated with and agreed to by the City. Notwithstanding any provision herein to the contrary, in the event Contractor's cost to provide the services herein increase due to increases in required employer contributions to social security or payroll taxes (including retroactive changes to such contributions), the applicable Net Percentage Markup over wage costs provided in **Exhibit B** shall be automatically adjusted by a commensurate amount upon delivery to City of reasonable documentation evidencing such increase in costs, such adjustment to be retroactive to the date of such increase. Likewise, in the event Contractor's costs to provide the services herein decrease due to the decrease in required employer contributions to social security or payroll taxes (including retroactive changes to such contributions), the applicable Net Percentage Markup over wage costs provided in **Exhibit B** shall be automatically adjusted by a commensurate amount upon delivery to City of reasonable documentation evidencing such decrease in costs, such adjustment to be retroactive to the date of such decrease. The parties acknowledge and agree that all wages and benefit costs, including health and welfare benefit costs and any increases to the same due to requirement of law or otherwise, actually incurred by Contractor in connection with the Services provided under this Agreement shall be fully reimbursable to Contractor in accordance with the terms of this Agreement.

B. The Contractor shall individually invoice DAV on a weekly or other mutually agreed upon basis. Each invoice shall be accompanied by a true and correct copy of the payroll records of all workers employed under the Agreement. The City will pay only for hours actually worked. Invoices must follow procedures and requirements provided in **Exhibit A**.

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 Twenty Million Dollars (\$20,000,000.00). 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.

D. 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 to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

7. STATUS OF CONTRACTOR: It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City; and it is not intended, nor shall it be construed, that the Contractor or any employee of the Contractor is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code (the "D.R.M.C.") for any purpose whatsoever.

8. TERMINATION OF AGREEMENT:

A. The City has the right to terminate this Agreement, in whole or in part, with cause, on thirty (30) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to receive compensation for Services under this Agreement beyond the time when such Services become unsatisfactory to the Director.

B. If this Agreement is terminated by the City with cause, the Contractor shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the Services provided prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Director approves in writing which he determines is needed to accomplish an orderly termination of the Services.

C. The City has the right to terminate this Agreement, in whole or in part, without cause, on ninety (90) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to receive compensation for Services provided under this Agreement beyond the time when such Services become unsatisfactory to the Director.

D. If this Agreement is terminated by the City, in whole or in part, without cause, pursuant to Section 8.C. above, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing the Services prior to the date of the termination.

E. If this Agreement is terminated in whole or in part, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall

be the property of the City.

F. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for Services satisfactorily provided as described herein.

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

10. DEFENSE AND INDEMNIFICATION: Contractor agrees to release, indemnify and save harmless the 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, and shall defend, indemnify and save harmless the City, its officers, agents and employees, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), or the Contractor’s (including, if any, all of Contractor’s agents or subcontractors) occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Contractor’s employees, representatives, suppliers, invitees, Contractors and agents; provided, however, such Claims arise from the negligence or willful misconduct of the City’s officers, agents and employees. The Contractor’s obligations set out in this paragraph shall survive termination of this Agreement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. Contractor is responsible to obtain, at its own expense, any additional insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11. EXAMINATION OF RECORDS: The Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement. The records shall be made available for inspection at a location within the Denver metropolitan area.

12. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

13. VENUE, GOVERNING LAW: Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, rules, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the District Court for City and County of Denver, Colorado.

14. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor, its or her officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94

and Attachment A thereto 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 the City barring the Contractor from City facilities or participating in City operations.

15. CITY SMOKING POLICY: The Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 prohibiting smoking in all indoor buildings and facilities. The Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder.

16. ASSIGNMENT AND 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 Executive 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 Executive 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.

17. NO WAIVER OF RIGHTS: No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

18. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to 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; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

19. CONFLICT OF INTEREST:

A. 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.

B. 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.

20. INSURANCE:

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. 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 above-described 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, 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. Contractor shall be responsible for the payment of any deductible or self-insured retention. 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.

B. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies 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 Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

C. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. Any insurance coverage (additional insured or otherwise) that Contractor provides for the Additional Insureds shall only cover insure liability assumed by the Contractor in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

E. **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. Contractor shall endeavor to ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. **Workers' Compensation/Employer's Liability Insurance:** 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. 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 Contractor executes this Agreement.

G. **Commercial General Liability:** 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.

H. **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Excess/Umbrella Liability:** Contractor shall maintain excess liability limits of \$3,000,000. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

J. **Commercial Crime:** Contractor shall maintain \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's property by contractor's employees, including any extended definition of employee. City shall be named as Loss Payee as its interest may appear.

K. **Additional Provisions:**

(1) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, 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.

(3) 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.

21. PAYMENT BOND AND PERFORMANCE BOND:

A. A Performance Bond and a Payment Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than Ten Million Dollars (\$10,000,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with this Agreement and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Director. If the Director does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty (120) days before the Bond expires, then the Contractor shall be in default of this Agreement and the Director may immediately terminate this Agreement by giving the Contractor written notice of such default.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The Contractor's Payment and Performance Bond is attached hereto as **Exhibit D**. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

22. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

23. PAYMENT OF LIVING WAGES:

A. 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.

B. 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.

C. 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.

D 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.

24. 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.

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

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the Contract was fully executed. 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.

25. 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 Executive 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 Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

26. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors and suppliers. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. DISPUTES: All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearing, pursuant to the procedure established by Denver Revised Municipal Code, Section 56-106. For the purpose of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 2 hereof.

28. 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.

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)
1245 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 Management Services Limited Partnership
Aramark Tower
1101 Market Street
Philadelphia, PA 19107
Attn: President- Facilities

AND

Aramark Management Services Limited Partnership
Aramark Tower
1101 Market Street
Philadelphia, PA 19107
Attn: Vice President- Facilities

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.

30. 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.

31. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

32. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

33. CONFIDENTIAL INFORMATION: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, 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. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant 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 Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

34. 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.

35. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

36. REMEDIES CUMULATIVE: The remedies provided in this Agreement shall be cumulative and in no way affect any other remedy available to the City under law or equity.

37. LEGAL AUTHORITY:

A. 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 this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Contractor represents and warrants that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this paragraph.

38. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement; and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

39. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Paragraphs 1 through 45, 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 46, 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 45
- Exhibit D
- Exhibit C
- Exhibit A
- Exhibit B

40. INTELLECTUAL PROPERTY RIGHTS: The City and 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.

41. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

42. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

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

- A. 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”).
- B. The Contractor certifies that:
 - (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.
 - (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.
- C. The Contractor also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (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.
 - (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 either the E-Verify Program.
 - (4) It is prohibited from using either 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.
 - (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.

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

44. COMPLIANCE WITH ALL LAWS: 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.

45. 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.

46. REPRESENTATIONS, WARRANTIES, DAMAGES: No representations or warranties, whether oral or written, expressed or implied, made prior to the execution of this Agreement shall be a part of this Agreement. Except as may otherwise be expressly provided in Section 43 of this Agreement, the City agrees to waive Contractor's liability for all damages arising out of Contractor's breach of this Agreement and/or early termination of this Agreement, including consequential, punitive, and incidental damages, except for and provided that Contractor shall be liable for: (i) any failure to pay any sum due to and payable under the express terms of this Agreement, (ii) the City's loss of actual net revenues during such time periods that Contractor fails to provide the Services under this Agreement through and until a replacement provider for all the Services is obtained by the City, and (iii) the actual costs incurred by the City to obtain a replacement provider for all the Services under this Agreement. Under no circumstances whatsoever shall the City be liable to Contractor for any punitive, incidental or consequential damages (except for any failure to pay any sum due and payable under the express terms of this Agreement), arising out of this Agreement or any other transaction(s) between the parties hereto.

Each party shall use commercially reasonable efforts to mitigate losses resulting from a breach or early termination of this Agreement.

[The remainder of this page left blank intentionally.]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number:

By: _____
DocuSigned by:

0FBB646362FB400...

Name: Christian Dirx
(please print)

Title: VP Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

(Attached)

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 INTRODUCTION:

The City is seeking proposals from qualified vendors for the provision of non-exclusive Facility Services (as described below) for Denver Arts & Venues (DAV). Facility services will be performed at Red Rocks the Denver Coliseum, the Denver Performing Arts Complex (DPAC), the McNichols Building and any other city facilities as directed by the City. Facility Services shall include, but are not limited to, housekeeping services before, during and after events, on-going, regular “non-event” housekeeping services at all locations, facility maintenance services, facility security services, or any other facility or operational services as determined by the City.

The facility services contract or agreement resulting from this RFP is intended as a Time and Materials management contract. The contractor and DAV will agree beforehand on the number of personnel, hours, etc. required for any services performed by the contractor. Compensation to the contractor shall be an hourly net bill rate based on a percentage markup above the City’s current Prevailing Wage, or other stipulated mutually agreed to wage rates herein. Please note that DAV has a staff of full-time custodians that may be assigned to any of the facilities at any time to perform custodian work.

The City, facility management, patrons, and tenants expect the facilities to be maintained to the highest professional standards. The contractor must share this goal and must be an active partner in the execution of this goal and this contract. Any omissions or oversights in this contract shall not interfere with the intent of providing safe, clean and presentable facilities for the use by the City, its patrons, and its tenants. Any actions by the contractor in conflict with this objective and mission statement may result in the termination of this contract.

B.2 DEFINITIONS:

- a) **“Clean”** shall be defined as “...*free from* dirt, stain, soil, impurities, removable blemishes, or removable foreign matter.” The facilities shall be cleaned to 100% and after use, will be returned to the same 100% level and ready for the next event.
- b) **City:** Refers to the City and County of Denver and all of its representatives.
- c) **Venue Director:** Refers to the Venue Director or any of his/her designated representatives.
- d) **Denver Arts & Venues, or “DAV”:** A division of the City and County of Denver that manages and operates several public assembly facilities owned by the City and County of Denver.
- e) **Facilities:** The facilities and all-inclusive property owned by the City and County of Denver and managed by DAV, including but not limited to the Denver Coliseum, Red Rocks Amphitheatre, Ellie Caulkins Opera House, Boettcher Concert Hall, Buell Theatre, Sculpture Park, and the McNichols Building.

- f) **Contractor:** The successful qualified Proposer chosen as a result of this Request for Proposal process.
- g) **Events:** Events are defined as public or private activities held at the facility where there may or may not be an admission fee charged. Conversely, some activities in the facilities shall not be construed as events when there is less than 500 attendees. This could be the case for small meetings, public ice-skating or small-catered functions.
- h) **Shows:** Often interchangeable with events. Usually implies a performance by an individual, group, or troupe.
- i) **Performance:** A performance is a single presentation of an activity or event to a discrete group of attendees. Some shows or events will have multiple performances, either over several days or within the same day.
- j) **Fast Cleans:** Fast cleans are a modified event cleaning when time between performances is limited. Usually fast cleans entail picking up all trash and vacuuming or mopping as needed and as time allows.

B.3 RFP PRICING:

The RFP pricing offered by the Proposer will be as a percentage markup over employees' wages for each position providing the services in the contract from this RFP. For positions subject to Prevailing Wage, the markup shall apply to all employee wages including base rates, shift differentials and fringe benefits.

The percentage markup over the direct hourly rate paid to employees shall include, but is not limited to: Insurance costs, performance bond, labor recruiting expenses, legal costs, administration costs, travel expense, ID cards, training costs, non-pre-approved overtime-related expenses.

B.4 EQUIPMENT PROVIDED BY THE CITY:

DAV owns and maintains a supply of janitorial equipment that shall be assigned to the contractor. A pre-inventory of all equipment shall be conducted prior assignment to the contractor. The contractor shall be responsible for the equipment while under their control. The contractor shall either replace or pay the City for any lost or damaged equipment while in their possession, other than normal wear and tear.

The Contractor shall advise the City of any additional equipment deemed necessary to perform the Facility Services described in the RFP. The City, if it agrees, shall purchase for the contractor any mutually agreed upon additional equipment during the term of this contract. The equipment shall be the property of the City and all conditions as listed above shall apply.

All equipment must be kept in good working order and in safe, clean and odor-free condition at all times. No equipment or supplies are to be taken out of the facilities, unless approved by the Venue Director or his/her designee.

No equipment shall litter the public area when janitorial work is being done and no equipment shall litter any public area after work is completed.

All employees shall be adequately trained in the use of any equipment utilized for the execution of this contract.

Only certified and qualified employees of the contractor shall operate any of the facilities forklifts or other motorized equipment. The contractor shall ensure that they have employees available that meet this requirement.

The contractor and its employees shall not operate any licensed motorized vehicles owned by the City such as cars, pickup trucks or stake bed trucks.

B.5 EQUIPMENT PROVIDED BY THE CONTRACTOR:

The City is interested in maximizing the efficiency of operation in all facilities covered by the resulting contract. Should the contractor determine that the purchase/lease of additional equipment would improve facility operations and result in potential labor savings, they may propose the purchase/lease of additional equipment to the Venue Director or his/her designee. If the equipment request is approved, the item(s) will be purchased/leased by the Contractor and the City will be charged a negotiated monthly fee commensurate with the actual cost of the equipment to the contractor. Ownership of the equipment will reside with the contractor and City employees shall not use the equipment.

B.6 RADIOS/COMMUNICATION:

Communication is of utmost importance during daily and event operations. The contractor shall ensure that all employees use an assigned radio during events and other times as directed by the Venue Director or his/her designee. The contractor shall comply with all radio policies and procedures as set forth by the City and DAV.

The supply of radios shall be determined by the Venue Director or his/her designee. The Contractor shall be responsible for repair or replacement of any radio assigned to contractor's employees that are lost or damaged other than normal wear and tear.

B.7 SUPPLIES:

Consumable supplies shall be purchased and paid for by the City. Contractor shall maintain an ongoing log of all supplies used, which may be audited by the Venue Director or his/her designee at any time. The Contractor shall be financially responsible for any misuse or abnormal use or loss of supplies. Consumable supplies shall consist of all paper products, soaps, and any cleaning solutions or disinfectants. The contractor shall maintain in a readily accessible area material safety data sheets available for review by all employees. Contractor shall ensure that the correct product be used for each and every surface in the facilities. The contractor is expected to comply with the City and DAV's sustainability efforts by using "green" cleaning products, and

maximizing waste diversion. The contractor shall reimburse the City for any misuse or loss of supplies while under their control.

The contractor shall advise the City if it can obtain lower pricing for supplies and consumables. In that case, the City may purchase supplies from the contractor or the contractor's supplier directly per City's purchasing policies.

B.8 OFFICE/OPERATIONS SPACE:

The Venue Director or his/her designee shall provide adequate space to the contractor to perform the duties of this contract where possible. This shall include an office, storage space, and a break area for employees. The contractor may furnish these spaces over and above what the City will provide with the prior approval of the Venue Director or his/her designee. This contract does not imply any specific level of furnishings by the City. For example, if the facility has surplus furnishings, the Venue Director or his/her designee may at his discretion allow the contractor to use it under the same stipulations as any other equipment. The City will provide basic phone service as mutually agreed upon.

B.9 UTILITIES:

The City shall provide, at its cost, all utilities for the facilities including heating, lighting, sewage, water, electricity, and trash removal from compactor container or designated dumpsters.

B.10 UNIFORMS:

Certain employees of the contractor, those who significantly interact with the general public, shall wear an approved uniform and name badge while in the facilities. The City must approve the type and design of the uniform. Employees not in approved uniforms shall not be considered at work and therefore the Contractor shall not invoice the City for that employee's hours. Post event employees will not be required to wear uniforms.

The City will provide uniforms at its own expense. However, responsibility for maintenance and cleaning of these uniforms shall be the contractor's responsibility. The contractor is responsible for replacing any lost or damage uniforms.

B.11 TRASH CONTAINERS, RECEPTACLES AND COMPACTORS:

DAV at its discretion and cost, shall provide all trash receptacles, dumpsters and compactors at the facilities. All contract employees who operate compactors and other mechanical devices must be appropriately trained and authorized by the Venue Director or his/her designee to use such equipment. The area around compactors must be kept clean by the contractor. The City pays for trash collection at all facilities.

B.12 FACILITY DESCRIPTIONS:

B.12.a DENVER COLISEUM:

The Denver Coliseum is a multi-purpose arena opened in 1951 and used for many different types of events each year including the National Western Stock Show and Rodeo, motocross events, dances and concerts, the Annual March PowWow, circus’, ice events, conventions, and high school sporting events. There are approximately 8,100 permanent seats and room for another 3,000 portable chairs on the arena floor covering a total of approximately 120,000 square feet of floor space throughout the Coliseum.

The following table shows an estimated number of events and attendance ranges for a given year:

Attendance	Number of Events
6,001-9,000	25
3,001-6,000	35
0-3,000	15

B.12.b RED ROCKS AMPHITHEATRE (Amphitheatre, Visitor Center, Trading Post, parking lots, and related grounds):

Red Rocks is an iconic natural, geologically formed, open air Amphitheatre set in the Rocky Mountain foothills and in Red Rocks Park fifteen miles west of Denver in Morrison. The Amphitheatre, built by the Civilian Conservation Corps, opened in 1941. The Amphitheatre can hold up to 9,525 people through general admission seating in 69 tiered rows. The Amphitheatre and its corresponding parking areas make up around 50 acres. The park and other adjacent city property contain about 840 acres. The park can accommodate over 4,000 parked cars.

The following table shows the number of events and attendance ranges at Red Rocks Amphitheatre for a typical year.

Attendance	Number of Events
9,000+	40
6,001-9,000	50
3,001-6,000	30
0-3,000	10

B.12.c DENVER PERFORMING ARTS COMPLEX

- a) **Ellie Caulkins Opera House at the Newton Auditorium:** The original Auditorium was constructed in 1908 and renovated in 2005. The Ellie currently accommodates up to 2,200 patrons. This facility hosts a wide range of theatrical performances including opera, ballet, musicals, and concerts. The Studio Loft is located on the fourth floor and can host up to 350 people for special events.
- b) **Boettcher Concert Hall:** Home of the Colorado Symphony Orchestra, this symphony hall was the nation's first 360-degree, in the round concert hall. This regal theatre seats 2,600 patrons.
- c) **Temple Hoyne Buell Theatre:** The "Buell" hosts the top touring Broadway shows. Up to 2,880 patrons can witness the best in live theatre such as "The Phantom of the Opera," "Miss Saigon," and "Sunset Boulevard," as well as comedy shows and concerts.
- d) **Sculpture Park:** This park adjacent to DPAC is used for many special events throughout the year.
- e) **Galleria:** The Galleria is an integral space at DPAC as it serves as the front door to the theatres as well as a special event space.

B.12.d McNICHOLS BUILDING

The McNichols Building is located in Civic Center Park and hosts a wide variety of community, cultural and special events in addition to office space on its 3 levels.

B.13 QUALITY ASSURANCES:

To ensure cost effectiveness and quality, the City may require the contractor to provide a detailed estimate of cleaning hours to the manager 72 hours prior to the event. All projected hours will be approved at that time. Each shift supervisor will complete a check sheet with completed tasks and hours used. At the end of the post event cleaning the custodial manager will complete a full inspection to be turned into the Venue Director or his/her designee for approval. All issues will be addressed and corrected prior to the next shift change over. The Venue Director may alter these procedures from time to time to meet the needs of the facilities.

B.14 TYPES OF SERVICES:

Hourly rates shall be paid for the following type of work:

- **Daily porters and matrons:**

The contractor shall provide any number of daily porters and matrons as requested by the Venue Director or his/her designee. Porters and matrons may be needed any day of the week and for any hours. Porters and matrons shall perform all types of janitorial, housekeeping, custodian work or any other special projects within the scope of facility maintenance.

- **Event Staffing:**

The Venue Director or his/her designee shall determine the number of custodians and the hours needed for each event. Generally, the event staff reports 1 hour before door time and checks out approximately 1 hour after the conclusion of the event.

- **Fast Cleans:**

The Venue Director or his/her designee shall determine the number of people and hours for fast cleans. The minimum call for personnel on fast cleans shall be two (2) hours, unless the employee was working the call prior to or after the fast clean call.

- **Chair/Tables Sets and Strikes:**

The contractor shall periodically set and strike chairs for events. The Venue Director or his/her designee shall direct when, how many, and the configuration of the chairs to be set and or struck. When chairs are set for an event the contractor shall wipe down and ensure that the chairs are clean and presentable. It is of utmost importance that chair sets and strikes do not interfere with the presentation of an event or the production of an event. If the contractor's actions adversely affect an event, the contractor shall be responsible for damages and possibly be in default of the contract.

- **Snow Removal:**

The contractor shall be responsible for clearing snow at the facilities when directed by the Venue Director or his/her designee. The Venue Director or his/her designee shall supply the successful bidder with a copy of the facility snow removal policy. In principle, the contractor shall be responsible to remove snow from all walkways around the facilities at Red Rocks, the Coliseum and McNichols prior to the building being open for the public. If it snows during an event, the contractor shall have personnel remove the snow as soon as possible. DPAC has its own snow removal crew but may request help from the contractor during larger snow storms or during event times.

Payment to the Contractor for hourly work is conditional upon prior written authorization from the Venue Director or his/her authorized representative, and satisfactory completion of the item of work, as evidenced by a signed work order acceptance form.

Under no circumstances will the contractor receive payment for work that was not authorized by the Venue Director or his/her designee. Separate orders to proceed will be given for each specific event or task.

- **Utility Worker/Trade Worker Duties:**

The contractor may be required to perform repair and maintenance duties as directed by the Venue Director or his/her designee. The Contractor and Venue Director or his/her

designee shall agree on the scope of these types of special projects. Personnel shall have the appropriate skill, experiences and licenses for the kind of work performed.

- **Back of House Waste Sorting:**

In support of our waste diversion goals, the contractor shall assign staff to sort waste into three separate waste streams: landfill, compostable, and recyclable materials. The City will provide the appropriate containers corresponding to each type of waste stream. After waste has been sorted into the proper stream, the contractor is responsible for ensuring the material is transported to the proper waste compactor.

B.15 THIRD PARTY SERVICES:

Contractor shall oversee and be responsible for services provided by 3rd party contractors as agreed to by the parties. These services may include, but are not limited to:

- Street sweeping (exterior walkways, parking lots, private streets)
- High Glass Cleaning
- Carpet Cleaning
- On-call Snow Plowing Services
- Or any other type of specialized service outside of the scope of the contractor's responsibility.

The City shall reimburse the contractor for the actual costs plus the markup quoted in Section C to coordinate and arrange for these services. All 3rd party services must have prior authorization from the manager or his designee.

B.16 APPLICABLE WAGE RATES:

1. Living Wage (\$11.68 as of 1/24/17 **11.08 as of 2-22-2012**) (ATTACHED)
2. CSA rates (**12-1-2011; Mod 99**) for janitorial/ custodial work inside the various venues. (ATTACHED)
3. Building rates (**4-20-2012; Mod 5**) for inside repair work that may be called for by the managers of the respective venues. (ATTACHED)
4. Heavy rates (**2-3-2012; Mod 2**) for hand sweeping and/or hand-shovel snow removal of sidewalks adjacent to the venues. (ATTACHED)
5. Highway rates (**1-13-2012; Mod 0**) for any snow plowing and/or sweeping of parking lots with driven equipment adjacent to the venues. (ATTACHED)

B.17 PAYMENT OF LIVING WAGES PROVISIONS FOR FACILITY SECURITY WORKERS:

Any direct service contract in excess of two thousand dollars (\$2,000.00) arising out of this bidder's proposal shall be subject to the following provisions concerning the payment of living wages to Covered Workers: Section 20-80 of the City's Revised Municipal Code and, in the event of any inconsistency between the Code provisions and following provisions, the Code provisions shall govern.

- a. The Living Wage as of 2-22-2012 is \$11.08 1/24/2016 is \$11.68.
- b. Every person 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, pursuant to a direct service contract with the City, shall be paid not less than the Living Wage as set forth in this bidder's proposal.
- c. The Contractor or his subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such Covered Workers.
- d. The contractor shall post in a prominent and easily accessible place to Covered Workers at the site of the work the scale of the Covered Workers' wages to be paid by the contractor and all subcontractors working under the contractor.
- e. If the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the City may, at its option, by written notice to the contractor, withhold further payments 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 the City thereby.
- f. The contractor shall furnish to the City's Auditor, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the contractor or subcontractors. Such records will include the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by each Covered Worker.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.

As used herein, the "Living Wage" shall equal the amount set forth as the poverty guideline for the forty-eight (48) contiguous states and the District of Columbia for a family unit of four (4), updated annually in the Federal Register by the U.S. Department of Health and Human Services under authority of 42 U.S.C. § 9902(2), divided by the number 2080.

B.18 PREVAILING WAGES FOR CUSTODIANS AND ALSO CERTAIN WORKERS – 3RD PARTY SERVICES

Any Contractual Agreement in the amount of two thousand dollars (\$2,000.00) or more arising out of this proposal shall be subject to the following provisions concerning prevailing wages.

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor'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, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

B.19 OVERTIME:

The City shall not pay any unapproved overtime hourly rates. The Venue Director or his/her designee must approve all overtime prior to the event. However, the contractor shall comply with all prevailing wage requirements pertaining to overtime.

B.20 MINIMUM CALL OUT:

The City shall pay a minimum of 2 hours for each person called in for a job.

B.21 MANAGEMENT AND SUPERVISION:

The successful contractor shall have a management structure in place to respond to any needs by the City 24 hours a day, 7 days a week. This information shall be given to the Venue Director or his/her designee and kept current. This means that the contractor shall designate a specific person to manage and oversee all cleaning and janitorial needs and all job requests from the City. The contractor shall provide appropriate supervision for all work performed at the facilities. Communication is critical to this contract, therefore all contractor management and supervision must be able to speak and understand English.

DAV expects the contractor to generally use the following formula for staffing and supervision ratios:

- 1-15 employees = 1 Supervisor
- 16-30 employees = 1 Lead + 1 Supervisor
- 31-45 employees = 2 Leads + 1 Supervisor

The Contractor and all its employees must comply with DAV policies and procedures, City ordinances, executive orders, rules, and policies in general and specifically relating to working in a City owned facility. This would include but is not limited to policies on use of drugs and alcohol, theft, sexual harassment, violence in the work place, OSHA standards, ADA policies, safety procedures, building codes and fire codes and bio-hazard training.

The City retains the right to cause the immediate removal or termination of any contractor employee if the City reasonably determines that such an employee is engaging in conduct unacceptable to the City and the Venue Director or his/her designee, or demonstrates an inefficient level of expertise in cleaning facilities of this nature or in any of the other work assigned.

B.21.a Manager:

Person designated by the contractor to execute this contract and to be contact for the City and all of its requests.

B.21.b Supervisor:

Supervisor must be knowledgeable in all aspects of janitorial/custodian work. Including but not limited to common practices used for cleaning all types of facilities, surfaces, and stains. Supervisor must be able to effectively direct personnel in performing cleaning functions and must be knowledgeable with operations procedures of the facility.

B.21.c Lead Custodian:

A Lead Custodian is a working custodian that must be able to perform all of the functions of the Supervisor while personally performing the cleaning duties of a custodian. A Lead Custodian shall supervise 0 to 15 custodians.

B.21.d Custodian:

General personnel used to perform the required cleaning duties at the facilities. Custodians must be knowledgeable in general cleaning procedures and the specific facility procedures. Custodians report to Lead Custodians.

All personnel are expected to follow the direction of their immediate supervisor.

B.21.e Facility Security Personnel:

The Contractor shall provide, at the request of the City, personnel to perform facility security services. The duties of these personnel will include but are not limited to the following:

- Monitor & secure all facility grounds & structures
- Ensure doors are properly locked
- Have contact with local emergency response organizations i.e. police, fire, personnel.
- Monitor security & fire alarm equipment
- Reporting incidents damage or other building conditions to the Venue Director or his/her designee
- Act as a Guest Service representative to the general public
- Respond to service calls by repairmen
- Know emergency response procedures and how to contact proper personnel in a timely manner for appropriate response
- Shall have a valid Merchant Guards License from the City

B.22 REQUIRED DOCUMENTATION:

Contractor shall supply the following documentation:

- Daily Summaries: The contractor shall submit daily financial/work summaries to the Venue Director or his/her designee. The contractor and the Venue Director can mutually develop the format of the summary. The daily summaries must roll into the invoicing as determined by the Venue Director.
- Certified payrolls
- Supply logs
- Invoices

B.23 ENTRANCES/AREAS OF ACCESS:

The contractor and its employees shall comply with any designated areas of access and the ingress and egress areas of the facilities. Examples of areas off limits to the contractor shall be private offices, concession stands and storage areas, performance space, and private dressing rooms when occupied by an event. Sufficient access to the facilities shall be provided for the contractor to execute the requirements of this contract. Keys will be assigned as needed to the contractor in compliance with DAV lock and key policies. According to the lock and key policies, any lost keys that result in the re-keying of the facility shall be contractor's responsibility.

B.24 LOST AND FOUND:

The contractor and its employees shall comply with DAV lost and found policies and procedures. All efforts shall be made to return property to its rightful owners, therefore any items found by the contractor and/or its employees shall be turned into the Facilities office. Any employee disregarding these policies shall be subject to termination.

B.25 INSPECTIONS:

The Venue Director or his/her designee and the contractor shall make post-event cleanup inspections to grade the contractor's performance. The inspection shall be based on the job criteria stated in this contract. A passing grade constitutes that all of the areas specified in this contract have been satisfactorily cleaned. The Venue Director or his/her designee and the contractor may mutually develop a system for conducting inspections that may include checklists listing specific jobs, areas and ratings. The Venue Director or his/her designee maintains the final determination if a cleanup has passed or failed.

B.26 GENERAL CLEANING SPECIFICATIONS:

The general requirements of this contract are for the contractor to clean the facilities of A by B by removing them from C.

A – Trash	B – Method	C – Surfaces/Locations
Solids	Pick	Floors
Liquids	Blow	Seats
Debris	Sweep	Bathrooms
Gum	Mop	Offices
Stickers	Scrub	Phones
Trash	Wipe	Windows
Paper	Launder	Equipment
Tape	Move	Signage
Dirt	Organize	Exterior property
Cigarette butts	Remove	Trash containers
Re-stock paper supplies	Clear	
	Sterilize	
	Vacuum	

This is not intended to limit work to the items listed above, but to provide a sample of the requirements of the contract.

The following section describes certain items that should be addressed in each of the areas. This list includes some, BUT NOT ALL, of the items necessary to clean after each and every event. As previously stated herein, it is imperative and the intent of the resulting contract that all areas in each respective facility are brought back to 100% after each event with thorough cleaning.

B.27 DENVER COLISEUM AND DENVER PERFORMING ARTS COMPLEX CLEANING (And the McNichols Building or other City Facilities as determined by DAV):

The schedule for post-event clean ups at the Denver Coliseum and DPAC venues shall be based on the event schedule and cost effectiveness. The Venue Director or his/her designee shall authorize all cleaning schedules. For example, if there is an event on Saturday night and no other events until the following weekend, then the cleanup could be scheduled for Monday to minimize costs. Conversely, if there is an event on Saturday night and one on Sunday, then the cleanup shall be done overnight from Saturday to Sunday.

B.27.a Daily Patrons/Matrons – Denver Coliseum and DPAC:

Daily duties shall be directed by the Venue Director or his/her designee and may include the following: cleaning offices, restrooms, vehicles, equipment, mopping, wiping, hosing, changing paper products, trash removal, back of house waste sorting, and so forth. The intent of the daily duty is to provide routine cleaning to keep all areas of operations clean, safe and presentable as well as to perform special projects as needed. Duties shall include, but not be limited to the following:

1. Cleaning of the offices and hallways may be accomplished five days per week, unless special circumstances necessitate weekend work. It shall be at the discretion of the Venue Director or his/her designee whether City personnel or contract labor will be used for these tasks. The exterior entrances must be swept or hosed down, as needed, to the parking lot, and the parking area will be picked up and cleaned. All gum and cigarette butts will be removed.
2. All hallway carpeting shall be spot cleaned and vacuumed. At no time will spots be allowed to remain longer than a 24-hour period.
3. Spot clean hallway walls and doors as needed.

B.27.b Event Staffing – Denver Coliseum and DPAC:

The role of the event housekeeping staff is to monitor and clean the Facility during event time when the facilities are open to the public. The size and time of the event staff shall be determined by the nature of the events and authorized/approved by the Venue Director or his/her designee. Generally, the event staff reports one (1) hour before door time and checks out approximately one (1) hour after the conclusion of the event. The event staff usually consists of one (1) supervisor and seven (7) custodians; this may vary greatly for DPAC depending on how many buildings are running on any given day and the necessary personnel will be determined by the Venue Director or his/her designee. They shall ensure prior to opening doors, and throughout the event, that all restrooms are stocked, all equipment is properly stored, and trash is removed from all areas including the concourse, seating area, exterior of the facilities, walkways, and dressing rooms. During the event, they shall properly, according to DAV policies and procedures, monitor two-way radios for cleanup notifications and respond appropriately. All cleanups shall be completed within 3-5 minutes of notification. Event staff shall promptly report to the Venue Director or his/her designee, including the facilities security base operator when a task is completed. Clean up of wet spills are especially critical and must be first dried and second marked using appropriate signage. Event staff must be trained in proper methods for handling biohazard spills (i.e. vomit, blood, needles, etc...)

B.27.c Post-Event Cleaning – Denver Coliseum and DPAC:

Seating Area

1. Trashing: removal of all debris (such as, but not limited to, cups, popcorn, boxes, etc.) from all areas including the floor.
2. All non-carpeted floors must be swept. Special attention paid to corners, gum removal, chair braces and behind seats.
3. Any carpeted areas must be vacuumed, and spillage, stains, etc., removed.
4. All floors and steps must be wet-mopped, removing all spillage, etc., and made presentable for the next event or workday. Wet-mop is defined as applying a layer of clean, hot, soapy water; letting solution set, scrub corners and around chair braces, wringing out mop; and mopping up soapy water until clean.
5. All seats must be inspected *and cleaned* as needed, including removing gum, heel marks, mop marks at sides and backs of chairs, and removal of spillage, stains, and so forth.
6. The shelves or tables used in the news media sections must be washed and clean.

7. Fingerprints and other smudges must be removed from walls, doors, railings, tables, and advertising panel tops.
8. Wastebaskets, compost, and recycling bins must be emptied, and the insides wiped clean daily. The interior can should be washed weekly. Liners will be changed each time the can is emptied.
9. Waste collected will then be sorted into the correct streams of: landfill, recycling, and compost.

Concourse and Lobbies

1. Restrooms and first aid rooms must be mopped and sterilized. Mopping must be accomplished using a liquid detergent and hot water with a disinfectant (having a phenolic germicidal coefficient of between 5 and 10) added in sufficient quantity. All urinals, toilets, and lavatories must be cleaned by use of a liquid detergent with disinfectant added in proper quantity. Scouring powder, not harmful to porcelain, and steel wool of a grade not coarser than number "0" may be used, but not as a substitute for the preceding instructions. The use of emery cloth, sandpaper, or razor blades will not be permitted. Mirrors must be polished. Chrome, nickel, or other metal fixtures must be polished with a non-hazardous, natural cleaner or wiped down.
2. Trashing, and removal of all debris from all areas including the floor. Outside of the receptacle should be wiped clean daily and appropriate liners (black) changed each time the receptacle is emptied and returned to the designated areas. Trash carts must be stored out of public view.
3. Recycling bins must be emptied, wiped clean, and appropriate liners (clear) changed for each time the receptacle is emptied and returned to the designated area.
4. Compost bins must be emptied, wiped clean, and appropriate liners (green compostable) changed for each time the receptacle is emptied, and returned to the designate area.
5. All floors must be cleaned with chemically treated dust mops or swept with sweeping compound. There must not be any shaking of dust mops that allow dust and /or lint to disperse in any public occupied area.
6. All floors, including lobby and accessible seating areas, must be machine scrubbed or wet mopped. (Method to be determined by Venue Director or his/her designee.) Remove spillage, dirt, gum, scuff marks, etc. Special attention will be paid to base cove and corners they are to be free of dirt and mop marks.
7. Any carpeted floors must be vacuumed and spillage and stains removed.
8. All doors and interior walls, ceilings, and floor of all elevators must be cleaned, washed, and polished. Door track is to be cleaned on elevators and must be completely free of dirt.
9. All drinking fountains must be thoroughly cleaned, disinfected, and polished.
10. Fingerprints and other smudges must be removed from walls, doors, railings, tables, and concession stand frontage.
11. All door glass, all ticket windows, and stainless steel counters and Formica counters must be washed. Particular attention must be paid to removing Scotch tape from windows.

Lower Levels including Arena Floor and Theatre Back-of-House areas

1. Trashing, removal of debris, cups, boxes, popcorn, etc., from all areas including the floor.

2. Recycling bins must be emptied, wiped clean, and appropriate liners (clear) changed for each time the receptacle is emptied and returned to the designated area.
3. Compost bins must be emptied, wiped clean, and appropriate liners (green compostable) changed for each time the receptacle is emptied, and returned to the designate area.
4. All floor areas must be swept removing spillage, dirt, gum, scuffmarks etc.
5. All floors must be machine scrubbed or wet mopped (Method to be determined by the Venue Director or his/her designee.)
6. Any portable chairs remaining or being set on the floor or risers must be inspected and made presentable by cleaning and removing any damaged chairs from service. Special attention shall be paid to removing gum, stickers, scuff marks, numbers, spillage, etc., and checking the leg braces.
7. Walls, railings, tables, and press row must be cleaned fingerprints, smudges, spillage, etc., removed.
8. Dasher walls cleaned, fingerprint, smudges, spillage, etc. removed. (If applicable)
9. All hallways and elevators including door tracks, stairwells, and staging areas will be cleaned of all debris, all non-carpeted floors will be wet-mopped or scrubbed and spillage, gum, etc. removed. All carpeted floors will be vacuumed and spot-cleaned to remove any spills or stains. If any stain cannot be removed, immediate notification to the Custodial Supervisor must be made so that provisions to remove the stain can be made.
10. Restrooms must be mopped and sterilized. Mopping must be accomplished using a liquid detergent and hot water with a disinfectant (having a phenolic germicide with a coefficient of between 5 and 10) added in sufficient quantity. All urinals, toilets, and lavatories must be cleaned by use of a liquid detergent with disinfectant added in proper quantity. Scouring powder, not harmful to porcelain, and steel wool of a grade not coarser than No. "0" may be used, but not as a substitute for the preceding instructions. The use of emery cloth, sandpaper, or razor blades will not be permitted. Mirrors must be polished. Chrome, nickel, or other metal fixtures must be polished with a non-hazardous, natural cleaner or wiped down.
11. All drinking fountains must be thoroughly cleaned, disinfected, and polished.
12. All door glass, all ticket window glass, and stainless steel counters associated with ticket windows must be washed.
13. The exterior and interior of all ashtrays, and public trash containers must be washed. The urns and trash containers must be replaced in the designated locations.
14. All dressing rooms, locker rooms and the arcade will be **set-up**, cleaned, including vacuuming and spot cleaning carpeted areas, and straightening and cleaning furniture and general housekeeping chores necessary to make the rooms presentable.

Facility Exterior

1. Outside areas around the building, including parking lots used for events at The Denver Coliseum, must be cleaned of all trash, cigarette butts, gum, broken glass, and so forth. Exterior concrete areas in front of the patron entrances, and in front of the ticket windows are also to be cleaned. After each event, and especially after a snow day, any and all sand, salt or other products used shall be swept up and removed from the asphalt and/or concrete. In order

to mitigate any adverse effect on the surrounding neighborhood and image to the Coliseum, exterior cleanups shall be completed by 10 am the following morning after an event.

Concession Stands and Bars

The Contractor shall not enter or perform any duties within any concession stands unless specifically requested by the Venue Director or his/her designee, or an authorized representative of the Food and Beverage Concessionaire of the facility. The contractor shall remove any trash placed outside of the concession stands and clean the fronts of the concession stands and any counters exposed to public view.

Dirt Shows at Coliseum

Dirt Shows are generally classified as Rodeos, Monster Truck Shows, and Motocross events. Post-event clean ups for dirt shows shall be the same as the standards listed above. All areas required to clean, mopped, scrubbed or otherwise maintained for a non-dirt show shall be cleaned for dirt shows. Any additional dusting or wiping shall be determined by the Venue Director or his/her designee and shall be paid hourly. Dirt shows shall not be an excuse by the contractor to not fully complete a post-event cleanup.

B.28 RED ROCKS AMPHITHEATRE CLEANING:

B.28.a Event Staffing – Red Rocks Amphitheatre and Park:

The role of the event housekeeping staff is to monitor and clean the facility during event time when the facilities are open to the public. The size and time of the event staff shall be determined by the nature of the events and authorized/approved by the Venue Director or his/her designee. Generally, the event staff reports (1) hour before door time and checks out approximately one (1) hour after the conclusion of the event. The event staff usually consists of one (1) supervisor and seven (7) custodians. They shall ensure prior to opening doors, and throughout the event, that all restrooms are stocked, all equipment is properly stored, and trash is removed from all areas including the concourse, seating area, exterior of the facilities, walkways, and dressing rooms. During the event they shall properly, according to facilities policies and procedures, monitor two-way radios for clean-up notifications and respond appropriately. All cleanups shall be completed within 3-5 minutes of notification. Event staff shall promptly report to the Venue Director or his/her designee, including the facilities security base operator when a task is completed. Clean up of wet spills are especially critical and must be first dried and second marked using appropriate signage. Event staff must be trained in proper methods for handling biohazard spills (i.e. vomit, blood, needles, etc.)

The event staff shall be responsible for placing trash and recycling containers to designated areas including the planter boxes, and at each entrance (for bottle and can searches).

B.28.b Post Event Cleanup – Red Rocks Amphitheatre and Park:

1. Sweeping, hosing, and mopping of all applicable areas shall be accomplished to maintain the first-class aesthetics of the facility, park, and its environs. Blowers shall be used when and where appropriate. Hosing down and pressure washing shall be done only when authorized by the manager. All areas of the park and Amphitheatre are to be cleaned after each event. This includes all parking lots, walkways to the Amphitheatre, the seating area, the planter boxes up and down each side, the drainage culverts, backstage areas, staging areas, bathrooms, entrance areas, and outside concession stands.
2. Any carpeted floors must be vacuumed and spot cleaned.
3. Restrooms and first aid rooms must be mopped and sterilized. Mopping must be accomplished using a liquid detergent and hot water with a disinfectant (having a phenolic germicidal coefficient of between 5 and 10) added in sufficient quantity. All urinals, toilets, and lavatories must be cleaned by use of a liquid detergent with disinfectant added in proper quantity. Scouring powder, not harmful to porcelain, and steel wool of a grade not coarser than number "0" may be used, but not as a substitute for the preceding instructions. The use of emery cloth, sandpaper, or razor blades will not be permitted. Mirrors must be polished. Chrome, nickel, or other metal fixtures must be polished with a non-hazardous, natural cleaner or wiped down.
4. Fingerprints and other smudges must be removed from walls, doors, railings, counters and sinks, tables, and concession stand frontage.
5. Empty wastebaskets and wipe the inside clean daily. Liners will be changed for each empty.
6. All doors, all ticket booths, and other buildings must be made clean and presentable.
7. Back of House Waste Sorting: the contractor shall assign staff to sort waste into three separate waste streams: landfill, compostable, and recyclable materials. The City will provide the appropriate containers corresponding to each type of waste stream. After waste has been sorted into the proper stream, the contractor is responsible for ensuring the material is transported to the proper waste compactor.

B.28.c Daily Cleaning – Red Rocks Amphitheatre:

It shall be the intent of the City to have cleaning of the Red Rocks Amphitheatre and Park seven days a week from approximately mid-March until mid-October. A more limited daily cleaning schedule shall be in place for the remaining part of the year. The Venue Director or his/her designee will determine the number of personnel and the work schedule for daily cleaning. This work will be authorized and paid under the designated hourly rate.

1. The stage, backstage load-in area (especially ramps), and backstage lot, shall be cleaned of all debris at least one hour BEFORE load-in. Any wet areas shall be mopped dry.
2. Inside the facility including, but not limited to, restrooms, kitchen, hallways, offices, dressing rooms, and staff rooms will be cleaned and made presentable. Any floor area wet from any source shall be mopped dry. This shall be completed one hour before load-in and again four hours BEFORE door time.
3. The Amphitheatre, Visitor Center and Park shall be inspected and made clean and presentable by at least one hour BEFORE door time.

4. The Amphitheatre, Visitor Center, stage, backstage, parking lots, roadways, and all appurtenances shall be cleaned and made presentable. All cups, cans, bottles, gum, cigarette butts, debris, etc. shall be removed and placed in the appropriate containers.
5. On occasion, and as necessary, general ground maintenance, weeding and certain paved or concrete areas shall be hosed down or shoveled to remove silt and organic material from erosion and natural causes.
6. Fingerprints and other smudges must be removed from walls, doors, railings, counters and sinks, tables, and concession stand frontage.
7. All dispensers for toilet tissue, liquid soap, and hand towels must be refilled as needed for any open restrooms. These dispensers must be checked as frequently as may be necessary to prevent exhaustion of the supply. Inspection and spot cleaning are required to keep these areas in a clean and sanitary condition at all times.
8. **Note: Overnight staff must properly complete work as assigned above. Daily Workers will not clean or finish work not previously or properly accomplished by overnight staff.**

B.28.d Concession Stands – Red Rocks Amphitheatre:

The Contractor shall not enter or perform any duties within any concession stands unless specifically requested by the Venue Director or his/her designee, or an authorized representative of the Food and Beverage Concessionaire of the facility. The contractor shall remove any trash, compostable material, or recycling placed outside of the concession stands and clean the fronts of the concession stands and any counters exposed to public view.

B.29 PROPOSER QUESTIONS AND REQUIREMENTS:

Your proposal must specifically address each of the questions/issues that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. **To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer.**

- 1) Describe prior experience related to event facility services similar to those that are required by this RFP. For what event venues, similar to Red Rocks, the Coliseum, McNichols and DPAC, has your company performed Facility Services? Please provide all details on size of venues, dates of contract(s) and annual or monthly dollar value of the contracts.
- 2) Provide technical qualifications, including a staffing plan, for this contract. Describe your firm's previous or current experience in providing competent staffing levels for similar contracts and by what means you would secure the labor required for this contract during peak periods. Describe your firm's resources for providing a consistent and reliable labor pool sufficient to perform this contract.
- 3) Provide a financial profile, including copies of financial statements for at least the last two years certified to be true and correct by an authorized representative of the Proposer. (If you

consider this proprietary information, it may be segregated from other documents and placed in a sealed envelope marked “Confidential”). Documentary evidence that would show recent experience by your firm in carrying a significant payroll for this contract.

- 4) Provide a management plan for this contract, including organizational format, lines of authority and communication, and division responsibility. Describe your management philosophy: how many workers can one person supervise and how many supervisors are needed in each venue? Do you agree with the number of workers per supervisor as recommended in the Scope?
- 5) Identify by name and title the key management person who will provide overall supervisory and policy authority for the Contract. This person should have at least one year of experience at the level of these RFP requirements. Provide a resume detailing their experience and educational background.
- 6) Describe how your firm would propose to work with DAV to ensure a consistently high level of performance. How would you provide quality control and labor control?
- 7) How will your team interact with the DAV Facilities personnel? More specifically, what role does a custodial crew play with respect to building maintenance, patron customer service and security?
- 8) Describe your firm’s commitment to sustainability. Do you offer green cleaning services? What initiatives have you implemented in previous contracts? What new sustainability programs would you propose for DAV facilities?

Other questions you may want to consider:

How do you screen your employees? What measures do you take to ensure security risks are minimized?

See green cleaning above. Can keep or not.

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SECTION C: PRICING

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

C.2 CHANGES:

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the vendor to supply at no additional charge to the City.

C.3 PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

C.4 PROPOSAL ITEMS:

The pricing quoted shall constitute a net percentage markup over the actual total of wages and fringe benefits paid to all employees under the resulting contract. Custodians are covered by the City's Prevailing Wage Ordinance. All other positions will have total hourly wages including benefits set by agreement between the Contractor and DAV.

The percentage markup must include all Contractor overhead, profit, taxes, insurance, bonding and any other costs associated with providing the required facility services.

Contractor invoicing shall provide an itemized breakdown of all employees, hours worked, facility served and wages paid. The Contractor's billing rate and only remuneration shall be the percentage markup quoted below. As Prevailing Wage rates increase, or as DAV dictates that certain positions receive higher wages, the Contractor's net bill rate shall vary accordingly but the markup percentage shall remain constant.

PRICING ITEM #1:

All net percentage markups are over the actual total hourly wages including benefits paid for work under this contract.

Net Percentage Markup for Handling of all Applicable Payroll Taxes	_____ %
Net Percentage Markup for Profit, Overhead, Insurance, Bonding and any other associated costs	_____ %
GRAND TOTAL MARKUP	_____ %

PRICING ITEM #2:

Net Percentage Markup to be charged to the City for 3rd Party Services (Section B.14) = _____ %

The City shall reimburse the contractor for the actual costs plus the markup quoted to coordinate and arrange for these services. All 3rd party services must have prior authorization from the manager or his/her designee.

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EXHIBIT B
RATES FOR SERVICES

(Attached)

C. Pricing

PRICING A**PRICING ITEM #1: billing up to \$3.5 million**

All net percentage markups are over the actual total hourly wages including benefits paid for work under this contract.

Net percentage markup for handling of all applicable payroll taxes	9.6%
Net percentage markup for profit, overhead, insurance, bonding, and any other associated costs	18.4%
GRAND TOTAL MARKUP	28%

PRICING ITEM #2:

Net percentage markup to be charged to the City for third party services (see Section B.15) = **3 percent.**

The City shall reimburse the contractor for the actual costs plus the markup quoted to coordinate and arrange for these services. All third-party services must have prior authorization from the manager or his or her designee.

C. Pricing

PRICING ITEM #3:

Net percentage markup to be charged to the City for any additional equipment, as needed = **6%**

The City shall reimburse the contractor for the actual costs plus the markup quoted to coordinate and arrange for the equipment. All equipment must have prior authorization from the manager or his or her designee.

PRICING ITEM #4:

Net percentage markup to be charged to the City for any additional supplies, as needed = **6%**

The City shall reimburse the contractor for the actual costs plus the markup quoted for supplies. All supplies must have prior authorization from the manager or his or her designee.

C. Pricing

PRICING B

PRICING ITEM #1: billing \$3.5 million – \$5 million

All net percentage markups are over the actual total hourly wages including benefits paid for work under this contract.

Net percentage markup for handling of all applicable payroll taxes	9.6%
Net percentage markup for profit, overhead, insurance, bonding, and any other associated costs	16.4%
GRAND TOTAL MARKUP	26%

PRICING ITEM #2:

Net percentage markup to be charged to the City for third-party services (see Section B.15) = **3%**

The City shall reimburse the contractor for the actual costs plus the markup quoted to coordinate and arrange for these services. All third-party services must have prior authorization from the manager or his or her designee.

C. Pricing

PRICING ITEM #3:

Net percentage markup to be charged to the City for any additional equipment, as needed = **6%**

The City shall reimburse the contractor for the actual costs plus the markup quoted to coordinate and arrange for the equipment. All equipment must have prior authorization from the manager or his or her designee.

PRICING ITEM #4:

Net percentage markup to be charged to the City for any additional supplies, as needed = **6%**

The City shall reimburse the contractor for the actual costs plus the markup quoted for supplies. All supplies must have prior authorization from the manager or his or her designee.

C. Pricing

PRICING C**PRICING ITEM #1: billing \$5 million and Above**

All net percentage markups are over the actual total hourly wages including benefits paid for work under this contract.

Net percentage markup for handling of all applicable payroll taxes	9.6%
Net percentage markup for profit, overhead, insurance, bonding, and any other associated costs	14.4%
GRAND TOTAL MARKUP	24%

PRICING ITEM #2:

Net percentage markup to be charged to the City for third-party services (see Section B.15) = **3%**

The City shall reimburse the contractor for the actual costs plus the markup quoted to coordinate and arrange for these services. All third-party services must have prior authorization from the manager or his or her designee.

C. Pricing

PRICING ITEM #3:

Net percentage markup to be charged to the City for any additional equipment, as needed = **6%**

The City shall reimburse the contractor for the actual costs plus the markup quoted to coordinate and arrange for the equipment. All equipment must have prior authorization from the manager or his or her designee.

PRICING ITEM #4:

Net percentage markup to be charged to the City for any additional supplies, as needed = **6%**

The City shall reimburse the contractor for the actual costs plus the markup quoted for supplies. All supplies must have prior authorization from the manager or his or her designee.

EXHIBIT C
CERTIFICATE OF INSURANCE

(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2017

Page 1 of 2

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 Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 858-550-1140	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Aramark Sports & Entertainment Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Aramark Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	INSURER A: ACE American Insurance Company		22667-003
	INSURER B: ACE American Insurance Company		22667-001
	INSURER C: Indemnity Insurance Company of North Amer		43575-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 25651043 REVISION NUMBER:

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"/> Liquor Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	HDO G27867340	10/1/2017	10/1/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ Unlimited
						PRODUCTS - COMP/OP AGG	\$ Unlimited	
							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> Self-Insured for <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> Auto Physical Damage		Y	ISA H09060625	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B A 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	WI SCF C64412681	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A	Y	** WLR C64412668	10/1/2017	10/1/2018	E.L. EACH ACCIDENT	\$ 1,000,000
			Y	AOS WLR C6441267A	10/1/2017	10/1/2018	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** WC Policy covers CA, MA, AZ only.

ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

Re: Contract #CE02018 - Concession Services - Crossroads Theater. The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds and Waiver of Subrogation applies per policy terms & conditions and as permitted by law. Above

CERTIFICATE HOLDER City & County of Denver, Division of Theatres and Arenas Attn: Director or Designee 1245 Champa Street, First Floor Denver, CO 80204	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 

Call: 5122575 Tpl: 2165038 Cert: 25651043 © 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Aramark Sports & Entertainment Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Aramark Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		
ADDITIONAL REMARKS			

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

insurance is Primary and Noncontributory to any other insurance as respects the liability arising out of ARAMARK's negligent act or omission. Above policies include Severability of Interest clause. Above coverage is occurrence-based without aggregate limits.

0003432 SP 0551 -C01-P03433-I

RETURNED City and County of Denver
Theatres and Arenas
1245 Champa St., 1st Floor
Denver, CO 80204



0003432 SP 0551 -C01-P03433-I



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2017

Page 1 of 2

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	Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
		PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 858-550-1140
		E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: ACE American Insurance Company	22667-003
INSURED	Aramark Sports & Entertainment Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Aramark Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	INSURER B: ACE American Insurance Company	22667-001
		INSURER C: Indemnity Insurance Company of North Amer	43575-001
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 25665092** **REVISION NUMBER:**

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 ITR	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"/> Liquor Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDO G27867340	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS-COMP/OP AGG \$ Unlimited \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Self-Insured for Auto Physical Damage <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Auto Physical Damage		Y	ISA H09060625	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WI SCF C64412681	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ** WC Policy covers CA, MA, AZ only.
 ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.
 Re: Red Rocks Amphitheatre, Denver Coliseum and Crossroads Theatre.
 The City and County of Denver, its officers, officials and employees are included as Additional

CERTIFICATE HOLDER City and County of Denver Theatres & Arenas Division 1245 Champa Street, First Floor Denver, CO 80204	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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Aramark Sports & Entertainment Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Aramark Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Insureds per policy terms & conditions.

Above insurance is Primary and Non-Contributory to any other insurance as respects the liability arising out of ARAMARK's negligent act or omission.

Waiver of Subrogation is provided in favor of Additional Insureds per policy terms & conditions and as permitted by law.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Aramark Services, Inc.			Endorsement Number 12
Policy Symbol HDO	Policy Number G27867340	Policy Period 10/01/2017 TO 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization

1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or

2) Any person, organization or entity designated as an additional insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Aramark Sports & Entertainment Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Aramark Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Insureds per policy terms & conditions. Above insurance is primary and noncontributory to any other insurance as respects the liability arising out of ARAMARK's negligent act or omission Waiver of Subrogation is provided in favor of Additional Insureds per policy terms & conditions.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Aramark Services, Inc.			Endorsement Number 12
Policy Symbol HDO	Policy Number G27867340	Policy Period 10/01/2017 TO 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization

1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or

2) Any person, organization or entity designated as an additional insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.

EXHIBIT D
PAYMENT AND PERFORMANCE BOND

CITY AND COUNTY OF DENVER
DEPARTMENT OF _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____,
a corporation organized and existing under and by virtue of the laws of the State of _____,
hereafter referred to as the "Contractor", and _____,
a corporation organized and existing under and by virtue of the laws of the State of _____,
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred
to as the "City", in the penal sum of _____ Dollars (\$_____), lawful money of the United States
of America, for the payment of which sum, well and truly to be made,
we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 20____, entered
into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment,
superintendence, materials and everything necessary for and required to do, perform and complete the
construction of **CONTRACT NO.** _____, **[PROJECT NAME]**, Denver, Colorado, and has
bound itself to complete the project within the time or times specified or pay liquidated damages, all as
designated, defined and described in the said Contract and Conditions thereof, and in accordance with the
Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully
observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the
Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by
reference made a part thereof and any alterations in and additions thereto, according to the true intent and
meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in
full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the
Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from
all damages, claims, demands, expense and charge of every kind (including claims of patent infringement)
arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said
work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur
in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish
maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents,
then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts
lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental
machinery, tools or equipment used or performed in the prosecution of work provided for in the above
Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all
payments in connection with the carrying out of such Contract, then this obligation shall be null and void;
otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire,
sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or
materials used or consumed by said Contractor or its subcontractors in performance of the work contracted
to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due
as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety
will pay the same in any amount not exceeding the amount of this obligation, together with interest as
provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20__.

Attest:

Secretary

Contractor

By: _____
President

Surety

By: _____
Attorney-In-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:
Attorney for the City and County of Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: _____
Michael B. Hancock
MAYOR

By: _____
[_____]
MANAGER OF _____