

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 **ARGUS EVENT STAFFING, LLC**, a Colorado limited liability company, with an address of 6408 South Quebec Street, Centennial, Colorado 80111, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City desires to retain the Contractor to provide event staffing 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 event staffing 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 ("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 costs listed in **Exhibit B**.

4. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2018 and expire on December 31, 2020, unless earlier terminated in accordance with the terms of the Agreement.

The term of the Agreement may be extended for up to two (2) additional one (1) year renewal terms upon written notification of renewal from the Director and written acceptance of such renewal by the Contractor prior to the expiration of the then current term.

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 current 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 unless the City specifically requires an employee to work more than 40-hours in a work week.

B. The Contractor shall individually invoice the DAV after each event. 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). 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.

E. The City shall be entitled to Service credits as outlined below. The City may deduct such credits from any amounts that may be due the Contractor under this or any other agreement with the City.

<u>INCIDENT</u>	<u>CREDITS</u>
1. Insufficient numbers of personnel provided for event.	\$750.00 per incident
2. Incomplete unacceptable or dirty uniform.	\$100.00 per incident
3. Improperly staffed post.	\$100.00 per occurrence
4. Failure to maintain accurate records of hours worked.	\$500.00 per occurrence
5. Failure to provide and/or complete an incident report.	\$100.00_ per occurrence
6. Providing untrained or unqualified personnel.	\$500.00 per occurrence
7. Dereliction of duty by personnel provided for the event.	\$500.00 per occurrence

Dereliction of duty shall be any dereliction of duty determined by the Director to exist and includes but is not limited to actions such as, leaving a post, false reporting, sleeping on duty, intoxication, performance of other unrelated work.

Any instance of an imposition of credits shall be prima facie evidence of a deficiency in Contractor's performance. The City shall document these and forward a copy of same to 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 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, 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:

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

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

C. Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

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

E. This defense and indemnification obligation shall survive the expiration or termination of 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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.

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 and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. 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 Two Hundred and Fifty Thousand Dollars (\$250,000.00) 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 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. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with

the living wages provisions and is prepared to pay or cause to be paid living wages, if any, required by the Scope of Work of the Contractor or the Contractor's subcontractors. The living wages provisions are applicable to all direct service contracts in excess of two thousand dollars (\$2,000.00).

B. The Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., a living wage as provided in § 20-80, D.R.M.C.

C. In accordance with § 20-80(b) and (d), D.R.M.C., the following mandatory provisions are included:

(1) The wages to be paid for every Covered Worker shall be not less than the wage from time to time determined under § 20-80(b) and (c) to be the living wage.

(2) The Contractor or its 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 the contract or the written purchase order for contract, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in living wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary of the contract. Decreases in living wages subsequent to the date of the contract shall not be permitted.

(3) The Contractor shall post in a prominent and easily accessible place to the Covered Workers the scale of wages to be paid to the Covered Workers.

(4) If the Contractor 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 Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

(5) The Contractor shall furnish to the 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 payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker.

(6) 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.

(7) If any Covered Worker employed by the Contractor 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 Contractor, 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, and in the event of termination, the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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

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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Paragraphs 1 through 44, 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 44, 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 44
- Exhibit D
- Exhibit C
- Exhibit A
- Exhibit B

39. 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.

40. 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.

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

42. 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.

43. 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.

44. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: 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.

[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: THTRS-201738467-00

Contractor Name: ARGUS EVENT STAFFING LLC

By: 

Name: David C Brower
(please print)

Title: President/CEO
(please print)

ATTEST: [if required]

By: 

Name: Matt Krumholz
(please print)

Title: Senior Vice President
(please print)



EXHIBIT A

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

I. GENERAL OVERVIEW

The Contractor shall supply personnel, expertise and equipment (other than equipment otherwise supplied and specified herein) needed to provide high quality, first-class event and personnel staffing services or other specified services to the City when and as required.

Contractor acknowledges these services are non-exclusive. The City reserves the right to acquire these services from outside Contractors if it is deemed to be in the best interests of the City.

II. FACILITY DESCRIPTIONS

Additional Information Available at: <http://artsandvenuesdenver.com/venues/>

a. ARENAS

Made up of the Denver Coliseum and Red Rocks Amphitheatre ("Red Rocks") and managed by the City.

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 Denver March Powwow,
- Circuses,
- ice events, and
- high school sporting events

There are approximately 8,100 permanent seats and room for another 2,400 portable chairs on the arena floor covering a total of approximately 120,000 square feet of floor space. Seating configurations vary by show and can be sold as all-reserved, all general admission, or a mix of reserved and general admission.

Seating capacity: 10,500

Annual Events: approximately 85-95

Red Rocks Amphitheatre and Visitor Center

Red Rocks is a natural, geologically formed, open air Amphitheatre set in the Rocky Mountain foothills and in Red Rocks Park, fifteen (15) miles west of Denver. It was built by the Civilian Conservation Corps and opened in 1941. Red Rocks can hold up to 9,525 people through general

admission seating in 70 tiered rows. The Visitor Center, opened in 2003, is a year-round tourist destination and an amenity to patrons during events providing restrooms, concessions, exhibits and a full-service restaurant. Red Rocks and its corresponding parking areas make up around 50 acres of the 868 acres of park and other adjacent city owned property. The park can accommodate over 4,000 parked cars. Seating configurations vary by show and can be sold as all-reserved, all general admission, or a mix of reserved and general admission.

Seating Capacity: 9,525 (when at least 40% is sold as GA)

Annual Events: approximately 125-160

b. DENVER PERFORMING ARTS COMPLEX (DPAC)

The Denver Performing Arts Complex (DPAC), owned and operated by DAV, is the largest performing arts complex under one roof and the second-largest center of its kind in terms of number of venues and seating capacity.

Ellie Caulkins Opera House

This original 1908 structure was renovated and re-opened in September 2005 as a world-class performing arts venue. It is the home of Opera Colorado and the Colorado Ballet, and hosts other activities throughout the year. The Studio Loft is an 8,000 square foot performance, rehearsal, and event space with a cathedral ceiling, exposed brick, a 3,000 square foot wood dance floor, and attached smaller room with a bar. The Nathaniel Merrill Founders Room is a 1,000 square-foot event and meeting space featuring a private bar, casual seating, and a state-of-the-art media system. The Chambers Grant Salon is a 9,000 square-foot special event and restaurant space below the main lobby.

Seating Capacity: 2,225

Annual Events: approximately 70-100

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.

Seating Capacity: 2,679

Annual Events: approximately 90-120

Temple Hoyne Buell Theatre

This 2,880 seat theatre hosts top touring Broadway shows such as The Phantom of the Opera, Wicked, and The Lion King. The Wolf room, located on the mezzanine level, is a 960 square foot unique space ideal for intimate dinner parties, cocktail hours, small celebrations and meetings.

Seating Capacity: 2,884

Annual Events: approximately 175-225

c. MCNICHOLS CIVIC CENTER BUILDING

The McNichols Civic Center Building is located at the northwest corner of Civic Center Park, at

the intersection of Colfax and Bannock. In 1909, the cornerstone of the McNichols Building was laid. It set the foundation for the then Carnegie Library that would become a center of learning in Civic Center Park. That tradition continues as we re-opened the building in 2012 as a contemporary hub for arts and culture for the people of Denver. This stunning Greek revival building with its classic Corinthian columns and iconic colonnade across its front, offers new experiences in a classic space.

Seating Capacity: 900

Annual Events: approximately 120-150

III. STANDARD OF CARE AND PERFORMANCE

The Contractor shall implement industry accepted practices and standards needed to provide the best possible service to the City and its customers: the performers, promoters and patrons utilizing the facilities. Contractor must recognize the importance of their role in achieving the success of the facilities and enhancing the experience of the customers. Contractor and their staff are to make every effort to display professionalism to assist in creating a positive image of the facilities.

Contractor shall be responsible for:

- Maintaining the highest possible customer service and job performance standards as determined by DAV.
- Ensuring employees meet the aforementioned customer service and job performance standards.
- Ensuring contract employees restrain from dereliction of duty to include but not limited to leaving post without authorization, completing false reports, sleeping on duty, reporting to duty under the influence of drugs or alcohol, and/or completing work outside the scope of duties for their post.
- Payment of all required wages and taxes.

a. OFFICE SPACE

Contractor shall have use of office space available at the facilities as determined by the City. Use of office space is at the discretion of Contractor with the approval of the City. Any spaces assigned to the Contractor are primarily for event and security operations. Any office space assigned to Contractor shall be maintained by Contractor according to the standards established by the City with the expectation the spaces are kept clean and presentable. Failure to maintain cleanliness will result in the City performing the necessary cleaning and Contractor will be billed for such services, with the amount to be deducted from Contractor's billings. The City shall provide no more than one (1) telephone line to each office assigned to Contractor. The City may also provide internet service to assigned offices at the sole discretion of the City. There is no expectation or obligation of the City to provide furnishings for any assigned office spaces. Contractor shall not make any alterations or changes to the facilities without prior written consent of the City. At the City's discretion, it may make other spaces available to Contractor for conducting check in, roll-call, and briefings. These spaces may be modified from time to time as needed by the City. As a condition of this agreement, Contractor shall have an office established in the Denver Metropolitan area to serve as its center of operations.

b. WAGES

The City desires to have Contractor pay their staff a competitive hourly wage in order to attract and retain the highest quality employees.

Contractor will conduct and provide an annual wage survey to assist in the determination of the wages for the following contract year. If market conditions change, wages may be modified as needed. Certain positions are subject to the City's Living Wage Standards, which mandates that the wages for these positions cannot be lower than the specified wage. The positions currently subject to Living Wage are Security Guards and Parking Attendants. Wage increases for applicable positions (both current and future) are to comply with Living Wage requirements and other areas of this contract.

c. BENEFITS

In general, the positions are part-time on-call employees and are not offered benefits. It is the Contractor's choice to offer part-time employees benefits or the level to which such an employee may receive benefits.

However, some positions may receive benefits as approved by the City due to their full-time nature, i.e. administrative assistant. If a position is allotted benefits, Contractor and City shall mutually agree on a benefit allowance to cover health and dental benefits comparable to Contractor's administrative staff. This allowance shall be added to the wages for that position and then marked up on the invoice to the City. For a full-time position working for the City, the employee will be paid for holidays recognized by the City and Contractor reimbursed by the City. An employee working in a full-time position of 40 hours per week shall earn Paid Time Off (PTO) comparable to other full-time employees for the Contractor. The Contractor shall provide a summary of PTO benefits that will be applicable for covered employees in this contract.

d. PREVAILING WAGES

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

1. 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.
2. The Contractor 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 Contractor or subContractor and such laborers, mechanics and workers.

3. The Contractor 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 Contractor and subContractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
4. The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subContractors working under the vendor.
5. If the Contractor 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 Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
6. The Contractor 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 Contractor or subContractors.
7. 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 Contractor 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 Contractor or by any subContractor, have been paid the prevailing wages as set forth in the contract specifications.
8. If any laborer, worker or mechanic employed by the Contractor 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 Contractor, 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 Contractor 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.

e. PAYMENT OF LIVING WAGES PROVISIONS

Any direct service contract in excess of two thousand dollars (\$2,000.00) arising out of this 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.

1. The Living Wage Rate as of solicitation publication is \$11.83/hour.
2. Contractor's employees 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 proposal.
3. Contractor or their 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 proposal 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 Contractor or SubContractor and such Covered Workers.

4. 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 Contractor and all SubContractors working under Contractor.
5. If 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 Contractor, withhold further payments to Contractor, or suspend or terminate 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, Contractor shall be liable to the City for any excess costs occasioned the City thereby.
6. 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 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.
7. The copy of the payroll record shall be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for 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 City Contract, either by Contractor or by any SubContractor, have been paid the living wages as set forth in the City 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.

f. MINIMUM CALLS

Minimum calls (number of hours worked) for employees are to be four (4) hours. Partial hours shall be rounded to the closest quarter hour (15 minute increments).

g. OVERTIME

Employees shall be paid overtime in accordance with Contractor's policies and in compliance with applicable Federal, State and local regulations. The City shall not reimburse Contractor for overtime unless the City requires Contractor's employee to work more than 40 hours in a work week; then the employee shall be paid 1 and a half times their base rate wage and Contractor shall bill the City 1

and a half times the billable rate for that position.

h. EMPLOYEE RECOGNITION PROGRAM

Any employee recognition program Contractor employs is the responsibility of the Contractor.

i. PAYMENTS TO CONTRACTOR

The City shall pay Contractor for services provided for: (1) Direct labor related to event staffing and personnel services as specified herein; and (2) Reimbursable expenses or charges as defined herein and not provided by the City. All payments to the Contractor by the City are to be paid in accordance with the City's prompt payment policies, requiring invoices to be paid within thirty (30) calendar days of receipt of the invoice, and subject to review by the Auditor pursuant to the Living Wage provisions.

Payment for event staffing services labor is to be the applicable hourly wage multiplied by the number of applicable hours for each wage or category, then escalated by the applicable markup percentage.

The agreed upon markup percentage will be used throughout the contract term and any extensions for the adjustment of wage/billing rates for existing and additional positions (as required).

Contractor shall not invoice the City for any charges that are not defined in this agreement, therefore Contractor's markup shall cover all overhead expenses including but not limited to out-of-pocket, FICA, insurance, bonding, travel, parking, secretarial, payroll and any and all equipment used by Contractor in the execution of this contract that is not defined in this contract to be paid for by the City. Payment for reimbursable expenses or other charges shall be clearly identified on each invoice.

j. EVENT INVOICE BILLINGS

Contractor shall provide an Event Billing Worksheet and invoice to the City within two (2) business days after an event, showing the total number of personnel and service hours, applicable wages, applicable markup and the total amount owed by the City. A sign-in sheet, time clock or similar system is to document attendance and associate names with position numbers for positive identification.

An estimate of total personnel cost for an event, may be required during the event based on a sign-in sheet. Actual billing shall not exceed show estimate and staffing plan without identifiable and documentable reasons. A 10% variance (higher or lower) will be allowed between the numbers of people (e.g. dollars spent) on Event Staffing Plan, and the number of people actually working each event (this variance is not suggesting every event be staffed 10% higher than requested; it is merely stating the City's understanding of stand-by, intermittent employees and the difficulties involved with scheduling them). Event billings should include any ancillary charges as permitted by the City Contract, such as additional equipment or tow truck charges. In-house charges and parking charges are to be billed separately. The form of invoicing may be modified from time to time as approved by the City, so long as all the required information is included.

k. MISCELLANEOUS BILLINGS

For other services provided by Contractor(s), such as truck charges or labor for Administrative Assistant, billings may be submitted to City at the time the service is provided or weekly/monthly at Contractor's discretion. Such services are to have pre-approval from the Director and/or their designee.

l. PAYROLL RECORDS

Contractor(s) shall maintain and make available to City all records pertaining to billable hours to the City, including payroll documents for each event detailing the employee, their position, check in time, check out time, hours worked and wages paid. These records shall be submitted with all billing to the City.

m. EVENT AND FACILITY INCIDENT REPORTS

Contractor shall provide reports on all incidents involving patrons or employees that occur during events. This will include but is not limited to injuries, illness, police actions, security incidents, theft, damage, and evictions. Reports are to be submitted to City immediately following each event.

In addition, Contractor shall submit reports on any incidents, injuries, illnesses that occur in or around City facilities that are continual service; i.e. Daily Activity Reports.

All reports are to conform to a format desired by the City and shall be submitted to the location and within the time required by the City, which may include submitting reports within one (1) hour after the incident requiring the report.

n. STAFFING PLAN/STAFFING REQUEST(S)

City will provide Contractor information on upcoming events as it becomes available. Contractor shall prepare and submit to City a staffing request for each event. Staffing requests are to be in a format authorized by City and are to include at minimum:

For an event:

- Name(s)
- Date(s)
- Time(s)
- Door times(s)
- Anticipated end times(s)
- Sub-totals for the event
- End time(s)
- Service hours
- Pay rate(s)
- Sub-totals by employee

For each position:

- Name and type of position
- Start time(s)

City shall approve all service requests in advance. Staffing requests shall be submitted in a timely manner (no less than seven (7) business days prior to Contractor's scheduling period) in order for the City to review/approve; City's response communication will be generally no less than 24 hours prior to Contractor's scheduling period. Contractor acknowledge(s) staffing requirements may deviate on short notice and the Contractor shall be expected to accommodate required adjustments. If Contractor cannot fulfill any staffing requests, the City may use whatever means necessary to accommodate the needs of an event.

City will have final authority on when Contractor's employees shall be released from duty. Contractor will ensure only authorized employees enter facilities and sign-in and out for all events.

o. SUBCONTRACTORS

The use of any SubContractors employed by the Contractor to provide the services described in this agreement shall only be allowed by the pre-approval of the City. Contractor is to demonstrate that the SubContractors have sufficient training to accomplish the mission of Contractor. If a SubContractor is utilized, Contractor shall retain all obligations associated with this agreement including remuneration for the services provided, where the City shall pay the agreed wage plus markup billing rate.

p. REQUIRED PERSONNEL

The required positions include the following:

- General Manager
- Event Director (In-house and Parking)
- Supervisors (In -house and Parking Lot)
- Event Staff (Events Related)
- Ushers/Attendants
- Ticket Takers
- Base Operator
- Administrative Assistant
- Cashier
- Sellers
- Parking Supervisors
- Flaggers
- Miscellaneous - Other positions may be added as needed by written agreement between the City and Contractor specifying the job descriptions and duties.

Note: for billing purposes, the wages as approved by the City shall be used in determining amounts owed Contractor according to payment terms in this agreement. Contractor may choose to pay an employee a higher rate at their own discretion and at their own expense.

q. POSITION DESCRIPTIONS

Event related staffing, including crowd control, security, and parking personnel shall be defined as, but not limited to, the following:

1. General Manager

Contractor shall employ a General Manager(s) and/or alternate who shall have previous experience in this industry and who is acceptable to the City. The Contractor shall provide an organizational plan that specifies at least one General Manager for the Arenas Venues (Red Rocks and Coliseum) and one General Manager for DPAC/McNichols and each will serve as the Account Manager and shall be responsible for all day to day Contractor's operational services for these venues.

The General Manager(s) shall be responsible for the entire event staffing operation, including parking operations and crowd management operations, and is to have the full authority that the position requires.

General Manager(s) and/or alternate are to be available at the times and days specified by the City and shall be available twenty-four (24) hours per day via pager, cell phone, or answering service.

The General Manager(s) shall attend any and all meetings as requested by the City and be the main contact for all matters concerning the scheduling and direction of employees under this contract. The General Manager(s) is to assure that all Contractor(s) personnel are properly trained, attired, equipped, and prepared for event(s) service(s).

It is critical that the General Manager possess the necessary skills to communicate effectively with representatives from the City. General Manager(s) hours are not directly paid by the City. Therefore, Contractor(s) must build into their bids the appropriate amount to cover his/her cost or any other overhead associated with operating Contractor's business.

Note: There shall be no confusion over the fact that the City is the customer and, as such, the General Manager(s) shall communicate this relationship during all training sessions and require all employees to work under this relationship structure accordingly.

2. Event Director (In-House/Parking)

The Event Director shall be fully competent in the direction, operation and management of all events. Likewise, he/she shall exhibit professionalism, and shall be fully responsible for all staff during events and as such should be fully knowledgeable of all industry standards as well as City and facility policies and procedures.

When events occur at the Coliseum and Red Rocks Amphitheatre on the same day, each facility shall have its own Event Director. Event Directors shall report to the General Manager and also take direction from the City. If at any time the City notifies Contractor(s), in writing, that an Event Director and/or alternate are unsatisfactory, Contractor shall within fifteen (15) calendar days replace him/her with an acceptable Event Director and/or alternate. The City may ask for the immediate dismissal in extreme cases. Event Directors shall ensure that the highest level of customer service is achieved during all events.

When events occur at the Arts Complex or at the McNichols building on the same day, each facility shall have its own Event Director. Event Directors shall report to the General Manager and also take direction from the City. If at any time the City notifies Contractor, in writing, that an Event Director and/or alternate are unsatisfactory, Contractor shall within fifteen (15) calendar days replace him/her with an acceptable Event Director and/or alternate. The City may ask for the immediate dismissal in extreme cases. Event Directors shall ensure that the highest level of customer service is achieved during all events.

3. Supervisor (In-House and Parking Lot)

Supervisors shall be specially trained and qualified to deal with employee issues, public relations, patrons, promoters, tenants, and City staff. Contractor and City will agree on levels of supervision for each event. Supervisors are to oversee a team of employees and be able to provide appropriate direction and leadership. Additionally, the supervisor is to record and provide reports as further provided herein (see Section 16).

4. Event Staff (Events Related)

Event Staff personnel are responsible for, but not limited to, providing peer group crowd control, direction and security enforcement of facility rules and regulations and tenant contract requirements. Event Staff personnel may be called upon to assist with emergency response and/or evacuation, perform first aid, CPR, and AED response (to the extent legally possible), and conduct pre-entrance door inspection of staff and ticket holders as requested by City; including but not limited to checking for cans, bottles, fireworks, weapons (e.g. guns, knives), cameras, and sound and/or video recording equipment. Event Staff personnel will secure backstage areas and any other areas as needed, from unauthorized entry (for stage and artist protection). They will also monitor and check facility equipment and supplies including event (Artist and Promoter) specific equipment when requested. Event Staff may be required to operate indoors or outdoors, including parking lots.

5. Ushers/Attendants

Ushers/Attendants duties include, but are not limited to, assisting patrons by providing directional guidance between building entry points and seating area or other patron facilities and

areas, and checking tickets and either directing or escorting patrons to their proper seats. Ushers/Attendants shall work to prevent patrons with lower price tickets from occupying higher price/reserved ticket areas. Check exit doors for unauthorized entry. They shall, when necessary, assist paramedics and firemen in emergency first aid to the extent legally possible. They shall assist with emergency evacuation procedures. They shall set and strike chairs for events (including chalking chairs as necessary).

6. Ticket Takers

Ticket Taker personnel should be capable of scanning tickets (as required) or collect, verify and tear hard tickets. They are to prevent unauthorized entry into building, obtain accurate ticket counts by hand or using mechanical or electronic counting devices, perform visual check of patrons entering for contraband items and preventing patron re-entry on a ticket stub without proper authorization. The staffing ratio for Ticket Takers should be approximately 1 per 500 patrons.

7. Base Operator

For Red Rocks and the Coliseum, one (1) Base Operator is required per event, or as requested by the City. The Base Operator is to facilitate system-wide communications for standard and emergency operations. This individual will follow radio policies and procedures set by the City, will answer City phones, provide event information, be capable of coordinating emergency situations, signing in/out keys, radios and materials, ensure lost and found check in and out and any other duties requested by the City to maintain facility operations. Base Operators will be based in the City Facility Event Office or area as designated by the City. This position requires a proficient person capable of handling many tasks at one time; they must be personable and customer focused as they are a prime contact for promoters, tenants, facility personnel, City dignitaries and the general public. As with any employee, the City reserves the right to require dismissal of incompetent/disruptive employees. Contractor must have a minimum and adequate number of people trained and able to operate the Base position at the City's reasonable discretion.

8. Administrative Assistant

The City has the discretion to request an Administrative Assistant. The scheduled days/ hours for this position will be set by the City. This person is to be paid benefits in accordance with the terms stated within this proposal. In order to receive benefits, the Administrative Assistant shall work 40 hours per week and must work for 30 days before receiving benefits. A person filling in for the Administrative Assistant is not eligible for benefits.

9. Cashier

A cashier shall issue parking tickets and collect: all monies, appropriate coupons, and unused

parking tickets from Parking Ticket Sellers. The Cashier is responsible for determining, documenting and reporting the amount of cash (personal) each seller has on his/her person upon their arrival at the event site and/or prior to the commencement of the seller's duties. Documentation of the seller's personal cash is to be made on the sign-in/sign-out sheet for each event. The Cashier is also responsible for determining at the time the seller signs-out the amount of cash (personal) he/she has on their person and same shall be documented on the sign -in/sign-out sheet for each event. The Cashier in conjunction with the Parking Event Director are to reconcile beginning and ending personal dollar amount discrepancies and shall take all necessary and acceptable steps to prevent theft. This will include: pre-event audits of employee's personal cash, spot audits, secret shoppers, etc. Depending on the event, the Parking Event Director may also act as the Cashier.

10. Sellers

Sellers shall be competent in the handling of money and audited parking tickets, the placement of same ticket in patron's vehicle, and dealing with patrons in an appropriate manner. It is a specific requirement that each Seller shall agree to disclose to the Cashier and/or the Parking Event Director and/or any authorized Contractor or City official all personal cash they have arrived with at the event site (or at the time of a spot audit) and, further, to disclose to the Cashier and/or Event Director and/or any authorized Contractor or City official all personal cash they have on their person at the time of their sign-out or spot audit. Sellers shall not be teamed up with the same person on a continual basis nor shall sellers be consistently assigned to the same lot. Rather, Sellers will be rotated nightly (for multi-day events) or by event (for single day events) both in the lots they are assigned to and the personnel they are teamed up with. Sellers must have as part of their uniform identification and notification that informs patrons to be sure to receive a parking ticket.

11. Parking Supervisors

Parking Supervisors shall be in constant contact with the Base Station and Parking Event Director. They must be able to render immediate assistance to patrons and their vehicles. They may be utilized as security at any of the venues or between two or more facilities. Roving vehicle must be on-site and patrolling until all patron vehicles are off the premises (excluding breakdowns, etc.). Roving Parking Supervisors are responsible for spot audits of Sellers for each event. The City determines percentage of Sellers to be audited per event; 100% of the Sellers may be audited. A spot audit shall consist of replacing the Seller with the Supervisor and physically reconciling the Seller's cash (both personal cash and cash received from the sale of tickets) compared to the tickets sold. Any discrepancy resulting from the spot audit shall be cause to replace the Seller with another. Documentation of spot audits shall be required and may either appear on the sign-in/sign-out sheet for Sellers or may constitute a separate document to be presented to the City with the sign-in/sign-out worksheet. Parking Supervisors may be assigned a given gate, lot or area. He/she shall be in charge of assigned employees in a general area maintaining proper placement of Flaggers, Sellers etc. and will advise the Parking Event

Director if a lot is full or if any other changes or adjustments are needed.

12. Flaggers

Flaggers shall direct traffic and vehicles within designated areas. Contractor shall issue each Flagger a 400 Sq. Inch (20" x 20") flag for daytime use and a lighted wand for night time use. Certified Flaggers shall have ATSSA (American Traffic Safety Services Association) certification.

r. ON-SITE EMERGENCY TOWING AND SERVICE

Contractor shall provide an on-site tow-truck for certain events when requested by the City. It shall be expressly understood the Contractor shall provide these services only as needed and at the request of the on-site City representative. The public shall not be charged by Contractor for any of these services rendered while on City property. This service may be provided through a SubContractor, however, proof and compliance by the SubContractor with all applicable laws, licensing, adequate insurance (including on-hook tow coverage) shall be provided to the City prior to authorization to utilize such an arrangement. This towing service will not duplicate or interfere with the City Towing Service Contract which interacts with the Denver Police Department. Tow service provided is to be limited to jump starts, tire inflation, incidental courtesy assistance to drivers, and short tows which are not pursuant to ordinance violations and/or to incidents where a police officer issues a citation. Tow services are primarily used at Red Rocks and includes relocating vehicles that are incorrectly parked. Contractor shall make best efforts to secure the best pricing from a tow company by securing at least 3 bids from qualified Contractors. The City shall make any final approval on the tow company. Contractor shall include the tow services on their billing as a direct cost and include a copy of the invoice from the tow company.

s. HUMAN RESOURCES / RECRUITMENT

1. Contractor shall be responsible for recruiting and hiring personnel: City maintains final personnel approval.
2. Contractor shall utilize hiring practices consistent with all federal, state and local regulations including employment practices under the Americans with Disabilities Act (ADA) as amended.
3. Contractor shall use generally accepted practices to be an equal opportunity employer.
4. City requests Contractor attempt to hire from the neighborhood around the venues where employees will be working events.
5. Copies of any employee actions (disciplinary or otherwise) pertaining to activity at DAV facilities shall be made available to the City as requested.
6. Contractor's employees are employees of Contractor and not the City.
7. If at any time City feels that an employee is not satisfactory, City shall notify Contractor verbally and in writing. Contractor shall attempt to promptly correct employee's conduct to

the satisfaction of the City. If employee continues with unsatisfactory conduct, Contractor shall remove employee from City facilities. If employees conduct is so egregious, Contractor shall remove employee immediately.

t. EMPLOYEE APPEARANCE AND CONDUCT

Contractor shall ensure all employees comply with agreed upon dress code standards related to appearance and required uniform while performing Event Staffing and Personnel Services under the contract. Contractor must provide all employees with approved ID Badges to be worn at all times while on/in City facilities. The dress code is to be agreed upon by Contractor and the City, with the City having final approval. Contractor's employees will conduct themselves professionally at all times; this includes, but is not limited to, refraining from seeking autographs and accepting cash or other favors for access to the facilities. Violators are subject to dismissal and possible prosecution. Contractor shall be financially responsible for any damage caused to City property or personnel by Contractor and/or Sub-Contractor's employees.

The event parking personnel are to wear the specified uniform plus appropriate safety vest, flashlights, flags, and advertisement to tell patrons the parking price and to obtain a ticket. At the available Coliseum parking booths, price signage can be located on the booth itself.

u. CONTRACTOR'S EMPLOYEE PARKING

The City may provide parking, at no charge, to Contractor's employees when all available parking is not required for the event patrons. Assignment of lot and number of spaces will be at the discretion of the City. Parking is not provided at DPAC.

v. TICKET COUNTS

Contractor(s) shall verify, tear or scan, and count all tickets to events at the facilities and report the count to the City. The City shall instruct Contractor on the requirements for the ticket count for each event.

w. SEARCHES

As part of the required services, Contractor will routinely conduct searches at the entrance points to the facilities. These searches are conducted to prevent contraband from entering the buildings that may cause damage or harm to the facility or its occupants. The method of searching may vary from show to show, from bag searches, to pat downs, to magnetic wands. In the case of pat downs, Contractor shall ensure that female patrons are searched by female staff. The City shall determine what items are and are not allowed into the venues and has final determination on the level of searches required by the Contractor and their staff.

x. EQUIPMENT

The following sections indicate what equipment is to be provided by the City, by Contractor at Contractor's cost, and by Contractor and reimbursed by the City.

1. City Provided Equipment:

The City shall furnish the following to Contractor for use during the term of the Contract. Contractor shall be responsible for the care, maintenance and repair of these items while in their control and possession during the course of this contract.

- i.** Radios - The City shall supply an inventory of radios compatible with the City system. The radios shall be assigned to Contractor and Contractor shall be responsible for any damage, theft or loss of the assigned radios. The City shall not be obligated to provide more radios than they have available. Radio types may vary from facility to facility.
- ii.** Uniform Shirts/Jackets - At its discretion, the City may supply uniform shirts or jackets to Contractor for use during this contract. Contractor shall wash, dry, distribute, collect, make any needed repairs, or replace any damaged or lost uniforms during the course of this contract. Contractor shall not be responsible for normal wear and tear of the uniforms. The intent of City provided uniforms is to project a specific look and feel to the staff working at the facilities. The City reserves the right to determine the required uniform for all positions provided by Contractor. The City may require Contractor's personnel to wear business attire (suit pants, button down shirt (blouse for women), tie, and jacket for events that require such attire at the request of booked productions. The City also reserves the right to adorn City provided uniforms with whatever markings they see fit. If the City does not provide uniforms, they may still require certain generic uniforms to be worn by Contractor's personnel while on duty for the City (i.e. white shirts, black pants, etc.). The City may allow, at their discretion, Contractor's personnel to wear Contractor's shirts with Contractor's logo.
- iii.** Traffic Cones - the City shall provide an inventory of traffic cones. Contractor will be responsible to place, use and put away the traffic cones as needed. If traffic cones are lost or damaged because of Contractor's actions, Contractor shall be responsible to replace the cones.
- iv.** Keys - the City shall assign keys to Contractor as needed to allow appropriate access to facilities. Due to security reasons, if any keys are lost, Contractor will be responsible for the cost of re-keying all affected locks.
- v.** Ticket Scanners – Contractor may/will be required to use any applicable ticket scanners provided by the City or the City's ticketing Contractor OR a tenant of one the City's

facilities and shall be responsible for any damage that occurs as a result of the Contractor's use of the scanners.

Contractor-Provided Equipment (included in markup)

The Contractor shall furnish the following to its employees for use during the term of the Contract. Contractor shall be responsible for the care, maintenance, and repair of these items. These items are furnished at the cost of the Contractor; the equipment costs are considered included in the mark-up.

- Vests for parking personnel
- Flags for parking personnel
- Flashlights for staff
- Hand stamps/ink pads as needed
- Hand counters as needed
- Ticket counting equipment as needed
- Any and all equipment necessary for their administrative operation
- Business attire (business pants, button down shirt (blouse for women), tie, and jacket for events that require such attire at the request of booked productions through the City.

2. Contractor-Provided Equipment (reimbursable by City)

The following items shall be charged to the City at a unit price comparable to the competitive market and any durable goods will become the property of the City:

- Additional radios as needed and approved by the City
- Wristbands for authorized personnel
- Magnetic wands as requested and approved by the City

3. Contractor-Provided Vehicle(s):

Contractor shall furnish vehicle(s) necessary to perform the required functions of this contract as it relates to parking operations at the facilities. The vehicle must be at least a medium sized (1/2 Ton F-150, GM 1500), white pick-up truck with a flashing light attached to the roof in good working order capable of performing the assigned duties without undue breakdowns. Vehicles will have appropriate emergency equipment on-board at all times, such as jumper cables, flashlights, flares or safety reflectors and a fire extinguisher. The operator of the vehicles must be able to render assistance at all times while on duty at the Facilities. The City reserves the right to have facility identification applied to vehicle in the form of a magnet or other removable signage. The vehicle shall be a late model vehicle manufactured in or after 2015 or as approved by City. There shall be at least one (1) vehicle at each event at each facility (as requested by City), with the possibility of more vehicles required. The environment in and around Red Rocks poses multiple challenges and the City requires two (2) vehicles to adequately manage the parking operation. At the request of the City, Contractor may be required to supply a second vehicle that meets the criteria herein and bill the City the applicable day rate. Contractor shall be

responsible for all operations of the vehicles, inclusive of all mileage, fuel and maintenance. There shall be two (2) pricing levels for supplying vehicles as detailed in Exhibit 8. The City, at its discretion, may request the Contractor to provide alternative vehicles that can be used to patrol the grounds at its facilities. The City and Contractor shall mutually agree upon the additional vehicles and their cost.

y. PARKING OPERATIONS

Contractor shall provide all labor to conduct parking operations at the Facilities as requested by the City for Red Rocks and the Coliseum. Parking operations are not part of this scope for DPAC or McNichols. Some events require parking tickets to be sold and other events do not. In the case that parking tickets are sold, Contractor shall conduct and report a pre-event audit of all vehicles present in the lots prior to event, or at the time parking lots are secured for an event.

1. It shall be the responsibility of the Contractor to account for all tickets rendered by the City. Contractor shall make deposits according to the terms set forth herein. Contractor shall submit cash handling procedures to the City that shall satisfactorily ensure that all monies they collect are safely deposited into the City's specified bank account. Contractor may hire an armored service to have deposits picked up. The armored service shall supply Contractor with receipt verifying date and time of pick up or make deposit directly with the bank and receiving a receipt from the bank verifying the deposit and the amount. Contractor shall pay for any loss or unaccounted tickets. When parking lots are audited, Contractor shall pay for any shortage (difference) between the tickets sold and the actual number of vehicles present, excluding those vehicles audited at the pre-event count or passes given to promoters of said event by the City.
2. Contractor shall collect and count all parking ticket monies, coupons, tickets and/or passes during events. Contractor shall provide a signed statement to the City after each event consisting of event name, date, parking tickets issued and sold per gate, total dollars collected at each ticket price collected, and grand total. In addition, Contractor shall provide documentation of personal cash carried by Sellers prior to and following each event and the results of any on-site spot audits of Sellers by the roving vehicle Parking Supervisor.
3. Contractor shall be responsible for conspicuously posting applicable parking fee signs at each point of sale and each Seller shall display the applicable parking fee. Contractor shall display and remove all signage dictated by the City. Said signage must meet City's approval and shall be easily readable by users of the City's facilities. Contractor shall be responsible for placement and the removal of fee signs, portable sign, cones or any other equipment needed for the event. Contractor shall be responsible for the opening, closing and locking of entry gates and for turning on and off designated lights at appropriate times before, after and during the event.
4. When applicable, the City shall provide Contractor with the necessary parking tickets to sell to patrons. Tickets will not come from any other source. Contractor shall assure compliance

with the "Parking Lot Ticket Coupon Policy" to be issued upon award.

5. Each Facility has unique parking policies and procedures that change from time to time and Contractor shall assist and comply with developing and implementing these policies and procedures, as they exist or as modified and approved by the City. Each facility and events have their own unique needs. In general, Contractor shall be responsible for the collection of the parking fees, directing traffic flow, controlling ingress and egress and to keep congestion and back-up to a minimum. Contractor shall be responsible for set-up of temporary barricades, cones and other devices when and as needed for event, and to strike same after event is over. Contractor shall temporarily close certain areas and roads as needed, open and close gates as directed, and shall maintain all fire lanes, exits and entrances throughout the event and insure patrons can leave the facility and parking area at any time during the event.
6. The Parking Lot Supervisor shall update the City by radio at regular intervals on the over-all traffic and parking operations and immediately of any and all out of the ordinary conditions such as traffic backups or other problems that may have a negative impact on our patrons. Contractor shall check assigned parking area(s) and shall report promptly to the City any of the areas serviced regarding appearance, cleanliness, hazards, maintenance repair, lighting, inappropriate gates locked open or closed, and any other condition that may require the City's attention for repairs, cleaning, adjustment or replacement.
7. The City will provide a safe located at the Coliseum, and it is Contractor's responsibility to change the combination for Contractor's sole use.

z. OTHER SPECIFIC REQUIREMENTS

1. Personnel as specified in this proposal shall not accept tips or collect additional money for any purpose or reason.
2. Contractor's employees shall report to work ready to assume duty in the uniform and with the equipment required for their position. All Contractor's personnel must be at their post prior to the doors opening to the public and as stated on the personnel request sheet as approved by City. Personnel shall check assigned area for appearance and safety. Pre- and post-event meetings may be conducted at the discretion of the City. Personnel shall not to leave their station or door unless relieved by a supervisor or a relief person. They shall also be responsible to get the public out of the facility after each event, to lock the doors and secure the facility.
3. The City will notify Contractor whenever anyone on the job, in its opinion, is incompetent or is using profane or abusive language to any person, including a representative of the City on the worksite. That person will be discharged by Contractor's management from the worksite and shall not be re-employed thereon except with the express consent of the City.
4. Contractor shall report promptly to the City, any irregularities in any of the areas serviced

regarding heating and ventilating equipment, lighting, seats, furniture, broken windows or doors, dispensing equipment in restrooms, or any other condition that may require the City's attention for repairs, cleaning, adjustment or replacement.

aa. TRAINING REQUIREMENTS

1. Contractor shall be responsible for providing competent and trained employees. This shall include general industry knowledge as well as venue specific information and training. The City shall be fully engaged in Contractor's training program.
2. Records detailing employee training shall be kept in each employee's file and available for review by the City.
3. All training is at the expense of Contractor. Contractor's net percentage mark-up to the City shall include the cost of program development and paying employees during training, if needed. Contractor shall provide a current copy of all training material as it pertains to the facilities to the City.
4. Contractor is/are encouraged to train employees in as many different jobs and classifications as is practical. This should lead to more versatility and knowledge for employees. Motivational programs are also encouraged.
5. The City reserves the right to have a representative attend any training sessions that relate to the execution of this contract.

i. TRAINING PROGRAM

Contractor shall develop at no cost to the City an Informational and Training Program for each facility, which will be provided to all personnel assigned to each facility. This program must demonstrate a detailed and fully developed operational plan for Contractor's performance and a detailed plan for the ongoing training of Contractor's personnel. This program is to be in place prior to commencement of Event Staffing and Personnel Services.

Contractor's Training Department personnel shall work closely with the City in developing the City authorized training program and reference manuals for their staff.

The Training Program may include, but is not limited to, the following;

- a. Customer Service Curriculum is the highest priority
- b. Conduct/Appearance of Contractor's Personnel
 - Crowd psychology and control
 - Limited force patron removal techniques

- Basic grooming, dress code and requirements to meet standards set by the City
 - Recognition of Facility and City Officials
 - Requirements of the Americans with Disabilities Act of 1990 (and any updates such as the 2010 guidelines) - Ability to provide good customer service to guests with disabilities
 - Practice on giving explicit directions, using courteous and tactful words and gestures, maintaining order among patrons, dealing with difficult patrons and guests, handling ticket problem
- c. Operational Procedures
- Emergency procedures (evacuation)
 - Complaint procedures
 - Procedures for transferring people to Denver Police or Paramedics
 - Ticket taking and admission; Handling monies and parking tickets and/or coupons
 - Instructions in not clustering in groups to chat, maintaining the station, and enforcing specific facility rules, such as no smoking rules and the Techniques for Effective Alcohol Management (TEAM) program - www.teamcoalition.org/about/about.asp
 - Safety awareness
 - Knowing where to go for help and what to do in case of accident, sickness, fire, patron ejection, arrest and disturbance
 - Demonstrating the safest way to lead people up and down stairs with and without the benefit of houselights and the proper use of flashlight
 - Instruction in basic first aid, CPR and AED training
 - Proper procedure for turning in lost and found items
 - Chalk-marking seat numbers on portable chairs and row numbers on floors
 - Radio procedures and policies
 - Traffic operations, including the manuals for respective facilities information regarding events
 - Handling of monies and parking tickets and/or coupons
- d. Reporting
- Report writing for event history, possible witness and testimony, if and as needed, for legal appearance
 - Proper way of completing damage and maintenance reports
 - Incident reports must be filled out by employees anytime an injury or an incident occurs that they are involved in or witness
- e. Facility Orientation
- Information on all seating, sections, rows and seat numbers
 - Location of restaurants, first aid, security, smoking areas, ticket offices, exits, elevators, phones, security, arena management, janitorial service, etc.

- Facility facts (history, cost, total seats and parking spaces, routine performance facts, etc.)
- Information on Box Office hours and location

The enforcement of the above, including City and Agency laws, rules, regulations, policies and ordinances, is the responsibility of the Contractor. Failure to enforce or follow these will result in progressive disciplinary actions up to dismissal from Arts and Venues facilities.

Reference Manual is to be a booklet easily carried by Contractor's employees while on duty. At a minimum, it will contain information on the venues, standard operating and emergency procedures, and incident reporting.

bb. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The City requires that all employees under this contract be trained in policies and procedures developed by the City and Contractor in order to provide an enjoyable experience for all City patrons who have mobility impairments or other disabilities. Specifically, the policies and procedures will include, but not be limited to the following subjects:

1. Treating people with disabilities with courtesy and respect
2. How to explain and administer the parking and shuttle system, including but not limited to Accessible Parking Spaces and Van Accessible Parking Spaces, the shuttle system, and the drop off system. (The City employs a Contractor to run an accessible shuttle between the Upper South Lot and the Backstage Lot at Red Rocks.)
3. The steps to be taken to ensure quick passage of the shuttle busses retained by the City to access the backstage road at Red Rocks
4. The procedure for arranging for a shuttle bus to pick up a person using a wheelchair during an event at Red Rocks
5. The procedure for converting "accessible parking only" signs to "unrestricted parking" signs during an event at all applicable City facilities
6. The procedure for monitoring the use of the accessible parking spaces at all applicable City facilities and the procedures for ticketing violators during an event
7. How to fill out forms necessary to the record keeping regarding the accessible parking at all applicable City facilities
8. The location of accessible parking at all applicable City facilities

cc. CITY AND COUNTY OF DENVER AND VENDER THIRD PARTY RECEIPTING CONTROL

City Funds Management Business Rules

1. Funds (as defined by Denver Revised Municipal Code 20-36) gross of any fees are the property of the City and must post directly to the City's bank account per Charter Section

25.3, DMRC 20-36 and 20-38 and Fiscal Rule 2 .6. If credit cards will be processed, a City-owned Merchant Identification code (MID) must be used. In the case of chargeback's, Contractor will provide the applicable transaction information upon request for the City to effectively dispute the reversal.

2. Funds must be deposited daily into the City's bank account. Any third-party service handling money for transportation to the bank should be bonded. The City's preferred method is via armored car. It is the responsibility of Contractor to ensure deposits are receipted at the bank the same day they are picked up. If this does not occur, Contractor will reimburse the City for interest lost due to the inability to invest those funds. Lock box accounts must use one of the City's contracted banks, currently J P Morgan Chase, U.S. Bank and Ventra.
3. In the event counterfeit bills are received, the Contractor will notify the City of the short payment. It will be the responsibility of the Contractor to exercise due diligence in the collection of those funds.
4. For online transactions, considered an Alternative Form of Payment pursuant to the Department of Finance Rule and Regulations #2, an administrative fee of no more than 2.5% of the transaction for credit cards and \$3.00 for E-check payments can be assessed. If approved by the Department of Finance for use, this must be communicated to the customer and the customer must have the option to opt out prior to final payment submittal. The fee will be implemented at the City's sole discretion.
5. Contractor will ensure that industry standard cash and credit card handling procedures are used.
6. Contractor will ensure compliance with the National Automated Clearing House Association and applicable rules and regulations surrounding Fed wires when processing ACH or Wire payments.
7. Contractor will ensure compliance with the Payment Card Industry Data Security Standards and applicable industry rules and regulations surrounding the acceptance of credit and debit card payments.
8. Online and - if requested, paper copy - activity reporting will be available to the designated City employee(s).
9. If Contractor shall be responsible for the collection of returned checks, pursuant to City Charter Section 53-3 no more than \$30 shall be charged for these items. In the event a check is returned, the Contractor(s) will notify the City and exercise due diligence in the collection of those funds. This fee is only applicable to checks.
10. The City (Department of Finance, Financial Management section) has final approval of all

receipting processes.

dd. CREDIT CARD TRANSACTION REQUIREMENTS (AS REQUIRED IN THE FUTURE)

Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of Contractor's or any SubContractor's or supplier's system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant. Contractor and its SubContractors and suppliers shall not retain or store CVY2/CYC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all card holder information, and in the event of a disclosure of credit card information of any kind, shall provide, at Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure. Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations, and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS).

Additional Credit Card Indemnification Language:

In addition to all other defense and indemnity obligations undertaken by Contractor under this Agreement, Contractor, to the extent that its performance of this Agreement either directly or through a SubContractor or supplier includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to the City or Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by Contractor or a SubContractor or supplier, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City or Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines and fees, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor or any SubContractor(s) or supplier of this Agreement. In furtherance of this Contractor covenant to defend and indemnify, Contractor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in of this Agreement.

The remainder of this page left blank intentionally

EXHIBIT B
PRICING

Pricing under this Agreement is a net percentage markup over the actual wages paid to the various event staffing positions. Said percentage mark-up shall cover all employer-paid payroll taxes, as well as other costs associated with providing the event staffing services, including training, recruitment, bonding, equipment, profit, overhead, etc. Pricing is firm and fixed over the initial period of the agreement and through any extension(s) of the agreement.

Parking lot and security guard positions wages rates are covered by the City's Living Wage ordinance. All other positions will have wages set by agreement between the Contractor and Theatres and Arenas, as described in Exhibit A of this Agreement.

The Contractor's invoicing shall provide an itemized breakdown of all employees, hours worked, and wages paid. The Contractor's bill rate, and only remuneration, shall be the actual wages for each position multiplied by the total percentage mark-up in Grand Total below. As Living Wage increases, or as the City dictates certain positions receive higher wages, the Contractor's net bill rate shall vary accordingly, with the percentage mark-up remaining fixed and firm.

Payroll Taxes	
TYPE	PERCENTAGE
FICA:	7.65%
SUI (SUTA)	1.17%
FUI (FUTA)	0.60%
Worker's Comp	3.52%
Net Total Percentage Markup for Payroll Taxes, etc.: (Sum of four rows above)	12.94%

Total Mark Up Percentage All Other Costs	
TYPE	PERCENTAGE
Recruitment/Training	5.00%
Contractor(s)-provided equipment	1.00%
Administrative Support	9.00%
Payroll admin/Living/Wage admin	6.82%
Other Overhead	21.50%
Profit	8.90%
Bonding costs	1.90%
Insurance	6.89%
Net Total Percentage Markup all other costs: (Sum of eight rows above)	61.01%

Grand Total	
Percentage Mark-up over actual Wage Rates (Sum of Totals Above)	
73.95%	

Markup for services provided to City that are not billed back to an event.	
This includes the markup for services provided by Argus that are not event related and are mutually agreeable by the City and Argus the markup will be 28%. This includes administrative assistants at the Denver Coliseum and Red Rocks and occasional facility staffing not related to an event such as rock scaling at Red Rocks.	
28.00%	

Vehicle Rates	
Price per month for one (1) each vehicle to be provided by the Contractor(s) if required by the City. Late model (preferably mid-sized, white pickup with flashing light) in good and reliable condition.	\$540.00 / month
Price per day, 24-hour period, for an additional vehicle, as required, for various events. (Preferably mid-sized, white pickup with flashing light) in good and reliable condition. Estimated number of occasions for this additional vehicle would be 100 events per year.	\$75.00 / day

The remainder of this page left blank intentionally.

EXHIBIT C
CERTIFICATE OF INSURANCE

(Attached)

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 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 NSM Insurance Group 555 North Lane - Suite 6060 Conshohocken, PA 19428	CONTACT NAME: Joseph Di Furio	
	PHONE (A/C, No, Ext): 610. 808. 9507 FAX (A/C, No): 610. 941. 9889	
	E-MAIL ADDRESS: j.di.furio@nsminsurancebrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest National Ins. Co.	10120
	INSURER B: Technology Insurance Co.	42376
INSURED AES Holdco, LLC dba Argus Event Staffing, LLC 6408 S Quebec Street Building One Centennial, CO 80111	INSURER C: Continental Divide Ins. Co.	35939
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: 17- 18 w/ 5M Umb 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			91ML001061- 171	09/01/2017	09/01/2018	EACH OCCURRENCE	\$ 1, 000, 000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200, 000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10, 000
							PERSONAL & ADV INJURY	\$ 1, 000, 000
							GENERAL AGGREGATE	\$ 2, 000, 000
							PRODUCTS - COMP/OP AGG	\$ 2, 000, 000
								\$
	GENL AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC								
C	AUTOMOBILE LIABILITY			05APM014292- 01	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1, 000, 000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			91CU000928- 171	09/01/2017	09/01/2018	EACH OCCURRENCE	\$ 5, 000, 000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5, 000, 000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10- 39071- 17243- 369959 (GA ONLY)	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1, 000, 000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1, 000, 000
							E.L. DISEASE - POLICY LIMIT	\$ 1, 000, 000
								\$
A	Professional Liability			91ML001061- 171	09/01/2017	09/01/2018	\$1M Occ/\$2M Agg	
	Hired/Non-Owned Auto Liab						\$1M Limit	

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

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions. Waiver of Subrogation is provided in favor of Additional Insureds on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER City and County of Denver Department of General Services 201 W Colfax Ave, Dept 304, 11 Floor Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  William Kanehann/JWD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2017

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 Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pinnacol Assurance	41190	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Pinnacol Assurance	41190														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Argus Event Staffing LLC Greenwood Executive Park Bldg 1 6408 South Quebec St Centennial, CO 80111															

COVERAGES **CERTIFICATE NUMBER:** **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																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4074006	09/01/2017	09/01/2018	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 70%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
<input checked="" type="checkbox"/>	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$ 1,000,000																				
	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)
 Unless otherwise stated in the policy provisions, coverage is in Colorado only.

Excluded (If any) : Argus Partners Llc

CERTIFICATE HOLDER 1827901 City and County of Denver Department of General Services 201 W Colfax Ave Dept 304, 11 Floor Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pinnacol Assurance
---	---

CERTIFICATE HOLDER COPY

City and County of Denver
Department of General Services
201 W Colfax Ave
Dept 304, 11 Floor
Denver, CO 80202

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)

EXHIBIT D

CONTRACTOR'S PAYMENT AND PERFORMANCE BOND

(Attached)

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 _____