

A G R E E M E N T

THIS AGREEMENT (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COMPASS GROUP USA, INC.**, a Delaware corporation, registered to do business in Colorado, whose address is 2400 Yorkmont Road, Charlotte, North Carolina, 28217 (the “Contractor”).

RECITALS

A. Contractor has submitted a proposal in response to a request for proposals issued by the City, for the exclusive right to provide beverage and snack vending products in certain City facilities as further described herein.

B. Contractor is experienced in installing, operating, servicing, and maintaining equipment for dispensing beverage and snack products, and the City has determined that Contractor is responsible and that is in the best interest of the City to contract with the Contractor to provide for services for the sale of beverage and snack products.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

1. COORDINATION AND LIAISON: The City’s Manager of General Services (“Manager”) is the City’s representative responsible for authorizing and approving the services provided under this Agreement. The Manager hereby designates the City’s Facilities Management (“Director”), as the Manager’s authorized representative under this Agreement and for the purpose of designating a Project Manager (“Project Manager”). The Contractor shall fully coordinate all services under the Agreement with the Director or, if and as directed, with any designated Project Manager.

2. SERVICES TO BE PERFORMED:

a. Contractor shall have the exclusive right to install vending machines at the specific locations and in the numbers set forth in **Exhibit B** attached hereto and incorporated herein (“Vending Machines”). Deviations from the list of approved Vending Machines, including without limitation the addition of new locations or new machines at existing locations, shall be approved in writing by the Director. The Vending Machines shall be installed and operated in accordance with the Scope of Work attached hereto and incorporated herein at

Exhibit A. Contractor shall not charge the City for the adding and removal of any vending machines under this Agreement.

b. Contractor shall during the term hereof and at no cost to the City, repair, maintain, and replace, if necessary, the Vending Machines, any additional equipment determined by the parties to be installed at other locations within the City, and any additional equipment hereafter installed by Contractor to replace defective or worn out Vending Machines.

c. Contractor shall be solely responsible for maintaining good sanitation and cleanliness in connection with its vending machine operations.

d. Contractor shall provide vending products that are fresh and of the best quality and variety.

e. Contractor shall mark each Vending Machine with its name, address and phone number for requests for repairs and refunds. Contractor shall complete repairs within 24 hours of a request for repair. Contractor shall refund monies lost in Vending Machines as set forth in the attached **Exhibit A.**

f. Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

g. There shall be no sale or advertising of tobacco products on the premises or in the facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever but does not include any advertising and sponsoring which is part of a performance or show or event displayed or held in City facilities.

3. TERM: The Agreement will commence on June 1, 2017 and will expire on May 31, 2022.

4. COMPENSATION AND PAYMENT: Contractor shall pay to the City 35% of the cash collected from all sales of bottled carbonated beverages and water, and 35% of the cash collected from all sales of bottled non-carbonated beverages. Contractor shall pay to the City 25% of the cash collected from all sales of 12 oz. carbonated beverages and all other can beverages that do not meet the criteria of healthy beverages. Contractor shall pay to the City

25.1% of the cash collected from all sales of snacks from the Vending Machines. Sales are defined as the reported units sold multiplied by the Initial Unit Selling Prices (excluding cold food machine sales) less applicable sales taxes, California Redemption Value (if applicable), returns, spoilages and container deposits. Payments of Commissions will be made to the City at the Notice address herein or such other place as the City may from time to time designate to Contractor in writing. Cash includes all methods of payment made for Vending Machine products.

a. Prepayment of Commission: Contractor shall prepay commissions from snack and beverage vending sales in the amount of **Two Hundred Thousand and no/100 Dollars (\$200,000.00)** within sixty (60) days after the execution of this Agreement. Contractor shall submit quarterly reports as set forth in Section 4.b., and said reports shall itemize the sales of all vending products under this Agreement, the commissions due to the City for all sales, and the application of the \$200,000 prepaid commission to the quarterly commissions due. Once commissions due exceed the prepaid commission, Contractor shall pay the commissions monthly. If this Agreement is terminated by either party as provided in paragraph 9 herein, prior to commissions due exceeding the prepaid commission, then the City shall pay to Contractor the unearned portion of the prepaid commission, subject to the funds being appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. As an example, if the Agreement is terminated, and at the date the equipment is removed pursuant to the termination the commissions due is \$180,000, and Contractor has made the \$200,000 prepaid commission, then the City would refund \$20,000 of the prepaid commission, subject to the funds being appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The effective date of termination for purposes of this paragraph is the date all equipment placed by Contractor under this Agreement has been removed from City property.

b. Monthly Commission Payments: After Contractor's commissions due reach \$200,000, Contractor shall make commission payments based on the percentages referenced

above in monthly payments due within thirty (30) days of the following month of each year during the term of this Agreement.

c. Signing bonus: Contractor shall pay the City a signing bonus in the amount of **Twenty-Five Thousand and no/100 Dollars (\$25,000.00)** within sixty (60) days after the execution of this Agreement. This signing bonus is not subject to any prepaid commissions that the Contractor has agreed to pay in Section 4.a. Contractor will depreciate the signing bonus from the date it is made, calculated at a rate equal to a straight-line depreciation basis. If this Agreement is terminated by the City without cause prior to May 31, 2022, then the City shall pay to Contractor the undepreciated portion of the signing bonus within thirty (30) days after the termination notice date, subject to the funds being appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement.

5. QUARTERLY REPORTS. Contractor shall provide a quarterly report of the gross receipts collected from each machine with each quarterly payment. Any payments not made to the City when due shall accrue interest at the rate of 15% per annum, commencing on the 15th calendar day after the date such amount is due and owing until paid to the City.

6. BOOKS OF ACCOUNT AND AUDITING:

a. Contractor shall keep and make available, upon request, true and complete records and accounts of all gross revenue and business transacted and derived from the Vending Machines (Gross Revenue), including daily bank deposits and quarterly sales tax statement. Not later than March 31st of each and every year during the Term hereof, Contractor shall furnish to the Manager a true and accurate statement of the total of all Gross Revenue during the preceding calendar year or any part thereof that the Contractor operated. The statement shall itemize the authorized deductions and exclusions in computing the amount of such Gross Revenues and shall include a breakdown of Gross Revenues on a month-by-month basis. Such statement shall be prepared and certified by an independent certified public accountant who has audited the Gross Revenues in accordance with generally accepted accounting procedures for special reports. The above requirements for the annual statement may be modified by the Manager, in the manager's discretion, if such modification is in the best interests of the City.

b. Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the Auditor. Such system shall be kept in a manner as to allow each location of the Contractor's operations hereunder to be distinguished from all other locations or operations of Contractor. Contractor shall keep and preserve for at least three years, or until sooner audited by the City, all sales slips, cash register tapes, sales books, bank books or duplicate deposit slips, and all other evidence of Gross Revenues and business transacted for such period. The Auditor or Manager shall have the right at any time to inspect or audit all of the books of account, bank statements, documents, records, returns, papers and files of Contractor relating to Gross Revenues and business transaction.

c. Contractor, upon written request, shall make such documents available for examination within the Denver metropolitan area or shall pay to the City, in full and in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the request. The parties agree that any delay in furnishing such records to the City shall cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.

d. If the City determines, after an audit for any year, that the Gross Revenues shown by the Contractor's statement for such year are understated, Contractor shall pay the amount of the deficiency plus 15% per annum interest for being past due. If the Gross Revenues are understated by more than 3%, Contractor shall pay to the City the cost of the audit, in addition to the deficiency and interest. The City's right to perform such an audit will expire three (3) years after Contractor's statement for that year has been delivered to the City.

e. Contractor agrees that the Manager or Auditor may inspect any document, return, data, or report filed pursuant to Chapter 53 of the Denver Revised Municipal Code by Contractor with the City's Manager of Revenue and any related reports, document, data or other information generated by the City's Manager of Revenue or employees under the control of such manager of Revenue in connection with any investigation or audit of Contractor by the City's Department of Revenue. Contractor authorizes and permits the inspection of such

documents, data, returns, reports and information by the Manager or Auditor, and, further, waives any claim of confidentiality that it may have in connection with such documents, returns, data, reports and information.

7. **REIMBURSABLE EXPENSES:** There are no reimbursable expenses allowed under the Agreement.

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

9. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. The parties acknowledge that Contractor has based its commissions and prices on the 2016 gross revenues for similar vending services, which gross revenues equal \$470,813.04 ("2016 Gross Revenues"). Contractor acknowledges that the City has not and does not guarantee that the 2016 Gross Revenues is any projection of future gross revenue from vending sales. In the event that the sales from vending services decrease by more than twenty percent (20%) from the 2016 Gross Revenues at any time during the term of this Agreement, Contractor may give to City a notice of reduced revenues. Upon receipt of any such notice of reduced revenues, the parties shall meet to review and verify sales data, and shall explore in good faith, opportunities to improve sales of vending machine products. If sales do not increase by the

end of the full quarter after Contractor's notice of reduced sales, then the Contractor may give the City 180 days advance notice of its intent to terminate the Agreement.

d. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

e. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

10. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

12. INSURANCE:

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, and insurable claims for 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 renewal term. 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, in a manner consistent with the policy notice section, of this Agreement and 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 endeavor to 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, in which Contractor shall use reasonable efforts to comply.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Professional Liability, Contractor and subcontractor's insurer(s) shall include 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, 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. **Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:

(ii) That this Agreement is an Insured Contract under the policy;

(iii) Defense costs are outside the limits of liability;

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

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

(ii) For claims-made coverage:

(a) 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.

(b) 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.

13. 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.

14. 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.

15. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the 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.

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

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

18. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

20. **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.

21. 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 at the addresses below:

If to City:

Executive Director of General Services or Designee
201 West Colfax Avenue, Dept. 904
Denver, Colorado 80202

With a copy of any such notice to:

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

If to Contractor:

Compass Group USA, Inc.
5000 Hopyard Road, Suite 322
Pleasanton, CA 94588
Attn: Mr. Chris Hulick, Division President

With a copy of any such notice to:

Compass Group USA, Inc.
2400 Yorkmont Road
Charlotte, NC 28217
Attn: (i) General Counsel; and (ii) President, Canteen Services

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.

22. 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.

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

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

25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

26. 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.

27. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor

to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

30. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. 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.

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 contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to 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: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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

36. 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.

ATTACHED EXHIBITS

EXHIBIT A STATEMENT OF WORK

EXHIBIT B VENDING MACHINE LOCATIONS

EXHIBIT C CERTIFICATE OF INSURANCE

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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: GENRL-201733597-00

Contractor Name: Compass Group USA, Inc.

By: Chris Hulick

Name: Chris Hulick
(please print)

Title: Division President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The City & County of Denver manages buildings throughout the Denver Metropolitan Area. Many of these buildings have one or more snack/beverage machines located in them. This agreement is for the exclusive right to provide beverage and snack vending machines to place in the various City buildings, to keep each machine well stocked, and to service the machines in a timely manner in the event of a malfunction. The City will receive a commission based on a set percentage of gross revenue sales from the machines. Gross revenue sales are defined as gross sales less sales tax. Currently, the City has 106 beverage and 49 snack vending machines at 57 locations. Current locations are identified in Exhibit B.

CONTRACT ADMINISTRATION

Upon request by the City or Compass Group USA, Inc. (Compass), Compass shall meet with the designated Project Manager to assess, evaluate and discuss the contract and compliance for this agreement. Any issues with product, equipment, restocking, service or maintenance shall be discussed at the time to correct any concerns from either side, if applicable. Compass Services shall provide the City reports documenting equipment, failures, repairs/service history, refunds and restocking.

VENDING SERVICES

Compass shall install vending machines at the specific locations and in the numbers set forth in herein, or as otherwise proposed and approved by the City. Compass shall have the right to request additions, deletions and/or alternate locations for its machines, however, all modifications or deviations from the list of approved locations shall be approved in writing by the Executive Director of General Services or Designee and be partially based upon average productivity. There will be no charge to the City for the adding or removal of vending machines.

Operations Phase:

Compass shall:

- keep each machine well stocked and maintained in such a manner to achieve maximum sales and in a manner that meets the City's requirements for goods
- retain full ownership of all machines on City property.
- keep all machines free of any graffiti or vandalism.
- to respond to customer complaints and refunds in a timely manner.
- rotate stock as needed.

Financial Phase:

Compass may choose the frequency of cash collecting, but the City must be paid its commission on a monthly basis. Each cash pickup must be well documented and include the technician's name, date of pickup, machine number, and amount of cash received. A monthly sales report by machine will be submitted to the City. The vendor is also required to keep detailed records for

each machine, including financial, sales, and maintenance data. Monthly reporting shall be sent to:

City and County of Denver
Department of General Services - Facilities Management
City and County of Denver
201 W. Colfax Avenue, Dept. 904
Denver, Colorado 80202

Product:

The City and County of Denver has adopted Healthy Vending Standards which maximizes healthy vending in City facilities. Compass shall establish a Plan-O-Gram system that will construct a matrix that will assist the City to achieve the healthy vending initiative. In addition, Compass shall:

- Utilize the Plan-O-Gram system to specify products for City locations to ensure highest quality and wide variety of product selection.
- Ensure a minimum of 75% of the beverages sold in the vending machines meet the City's healthy nutrition standards. Beverages may include:
 - Water (plain, sparkling, flavored with no sweetener).
 - Milk or unsweetened non-dairy beverages (nonfat, 1% or 2 less than 12 ounces).
 - 100% juice or juice with only fruit/vegetable by-products (less than 8 ounces).
 - Unsweetened tea or coffee.
 - Diet beverages.
 - Other beverages with less than or equal to 40 calories per 8 ounces.
- Ensure a minimum of 75% of the snacks sold in the vending machines meet the City's healthy nutrition standards. Snacks may include:
 - Fresh fruits and vegetables
 - Nuts and seeds with no added sugar
 - All other snacks that meet the following nutrition standards:
 - Less than or equal to 200 calories
 - Less than or equal to 10% of calories from saturated fat
 - Less than or equal to 230 milligrams of sodium
 - Less than or equal to 35% of calories from sugar
 - 0 grams of trans fat

Compass agrees that all vending products provided shall be fresh and of the best quality and variety. Compass will offer the following products in the vending machines, which products will vary by volume, location and machine type, and may be changed upon notice to the City.

Pricing:

Products offered shall be sold at the following prices:

Product (Beverages)	Vending Price
Standard 20 oz. bottles	\$1.75
Standard 12 oz. can	\$1.00
Chips	\$1.25
Candy	\$1.25 - \$1.35

Product prices may be adjusted by Compass annually on the anniversary date of the contract. Compass and the City will work together regarding the implementation of any price increases. Any changes in product price must be approved by the City in advance. Products will vary by volume, location and machine type, and may be changed upon notice to the City.

Equipment

Vending machines may vary by manufacturer, model, type, and capacity based on placement location, room size, demographics served, or other factors. It shall be the responsibility of the Compass to determine which types of machines will be placed in which locations, in order to drive the highest revenue return. Upon determination the selected machine will be reviewed by authorized City personnel. In addition, each vending machine shall be clearly marked with Compass's name, address and phone number for requests for repairs or refunds.

Compass shall:

- Respond to maintenance calls in two hours or less for vendor-owned machines.
- Respond to maintenance calls within one business day for non-vendor owned machines.
- Ensure that service phone numbers are visible on all vendor's machines.
- Requests for repairs will be completed within 24 hours.
- Repair, maintain and replace, if necessary, all vending machines associated with this contract with no cost to the City.

Restocking/Service/Maintenance

Compass shall be required to provide service 24 hours, 7 days per week. Compass shall also:

- Ensure service phone numbers are visible on all vending machines.
- Provide a preventative maintenance program.

Compass shall also document all repairs and work directly with the designated facility managers or representative to assure timely completion of any call for service, repair or restocking.

Compass shall guarantee 2-hour service response time to any equipment related or stocking issue.

Compass shall be solely responsible for maintaining good sanitation and cleanliness in connection with its vending machine operations.

Refunds

Compass shall ensure that every public machine will have installed a SureVend guaranteed delivery system. The SureVend system will ensure that the City will not be responsible for disputes over refunds. Compass shall ensure that all SureVend systems are in proper working order and will provide maintenance and repair on the SureVend system if necessary.

EXHIBIT B
Snack Vending Machine List

<u>Building Name</u>	<u>Location</u>
Denver Municipal Animal Shelter	1241 W Bayaud Ave, Denver, CO 80223
Family Crisis Center	2929 W. 10th Avenue, Denver, CO 80204
Castro Bldg. Human Svc - 3rd flr. WOW	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 2nd flr. North	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 2nd flr. East	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 1st flr. North middle	1200 Federal Blvd, Denver, CO 80204
Police District #4	2100 S. Clay Street, Denver, CO 80223
Police Admin Lobby	1331 Cherokee St, Denver, CO 80202
City & County Bldg. - 2nd flr. North	1460 Cherokee Street, Denver, CO 80202
City & County Bldg. - 1st flr.	1460 Cherokee Street, Denver, CO 80202
911 Call Cntr - 2nd flr break room	950 Josephine St, Denver, CO 80206
Public Works - Asphalt Plant - 1st flr.	5440 Roslyn St C, Denver, CO 80216
Fleet Maintenance Building C	5440 Roslyn St C, Denver, CO 80216
Eastside Human Svc Main Lobby	3815 Steele St, Denver, CO 80205
Arie P. Taylor - Lower level State DMV	4685 Peoria St, Denver, CO 80239
Eastside Human Svc - 1st flr Break area	3815 Steele St, Denver, CO 80205
Eastside Human Svc - 2nd flr. Break area	3815 Steele St, Denver, CO 80205
Police Academy	2155 N. Akron Way, Denver, CO 80238
Police District #1	1311 W. 46th Avenue, Denver, CO 80211
Police District #2	3921 N. Holly Street, Denver, CO 80207
Denver Sheriff's Academy	5440 Roslyn St C, Denver, CO 80216
Webb Building - 4th Fl	201 W Colfax Ave, Denver, CO 80202
Environ-Hlth 2nd Fl Lnch	200 W 14th Ave, Denver, CO 80204
Detention Center - 1st flr.	490 W Colfax Ave, Denver, CO 80204
Lindsey-FlaniganCrt 1st flr. (Jury assembly)	520 W Colfax Ave, Denver, CO 80204
Lindsey - FlaniganCrt 3rd flr. Hallway	520 W Colfax Ave, Denver, CO 80204
Ashland Rec Center	2475 W Dunkeld Pl, Denver, CO 80211
Athmar Rec Center	2680 W Mexico Ave, Denver, CO 80219
Aztlan Rec Center	4435 Navajo St, Denver, CO 80211
Central Park Rec Center	9651 M.L.K. Jr Blvd, Denver, CO 80238
Congress Park Pool	E 9th Ave, Denver, CO 80206
Cook Park	7100 Cherry Creek S Dr, Denver, CO 80224
Glenarm Rec Center	2800 Glenarm Pl, Denver, CO 80205
Green Valley Ranch Rec Center	4890 Argonne Way, Denver, CO 80249
Harvard Gulch Rec Center	550 E Iliff Ave, Denver, CO 80210
Harvey Park Rec Center	2120 S Tennyson Way, Denver, CO 80219
Hiawatha Rec Center	3334 Holly St, Denver, CO 80207
Highlands Senior Center	2880 Osceola St, Denver, CO 80212
La Familia Rec Center	65 S Elati St, Denver, CO 80223
MLK Rec Center	3880 Newport St, Denver, CO 80207
Montbello Rec Center	15555 E 53rd Ave, Denver, CO 80239
Montclair Rec Center	729 Ulster St, Denver, CO 80220
Public Works 1271 W Bayaud	1271 W Bayaud Ave, Denver, CO 80223

EXHIBIT B
Snack Vending Machine List

<u>Building Name</u>	<u>Location</u>
Rude Rec Center	2855 W. Holden Pl, Denver, CO 80204
Stapleton Rec Center	5090 Broadway, Denver, CO 80216
Scheitler Rec Center	5031 W. 46th Avenue, Denver, CO 80212
Wash Park Rec Center	701 S Franklin St, Denver, CO 80209
Waste Water	2000 W 3rd Ave, Denver, CO 80223
Motor Vehicle	3100 S. Sheridan Blvd., Denver, CO 80227

EXHIBIT B
Beverage Vending Machine List

<u>Building Name</u>	<u>Location</u>
Castro Bldg. Human Svc - 3rd flr. WOW	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc - 3rd flr. WOW	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 2nd flr. North side	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 2nd flr. East middle	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 2nd flr. East middle	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 1st flr. North middle	1200 Federal Blvd, Denver, CO 80204
Police District #3	1625 S. University Blvd., Denver, CO 80210
Police District #4	2100 S. Clay Street, Denver, CO 80219
Denver Municipal Animal Shelter	1241 W. Bayaud, Denver, CO 80223
Castro Bldg. Human Svc 1st flr. North middle	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 1st flr. North middle	1200 Federal Blvd, Denver, CO 80204
Castro Bldg. Human Svc 1st flr. Northwest (E1st)	1200 Federal Blvd, Denver, CO 80204
Family Crisis Center	2929 W. 10th Avenue, Denver, CO 80204
City & County Bldg - 2nd flr. - North	1460 Cherokee Street, Denver, CO 80202
City & County Bldg - 2nd flr. - North	1460 Cherokee Street, Denver, CO 80202
City & County Bldg - 1st flr. - North	1460 Cherokee Street, Denver, CO 80202
City & County Bldg - Bsmnt - South of elevator	1460 Cherokee Street, Denver, CO 80202
City & County Bldg - Bsmnt - North of elevator	1460 Cherokee Street, Denver, CO 80202
Police Admin Bldg	1331 Cherokee Street, Denver, CO 80204
Police Admin Bldg	1331 Cherokee Street, Denver, CO 80204
Police Admin Bldg	1331 Cherokee Street, Denver, CO 80204
Police Admin Bldg	1331 Cherokee Street, Denver, CO 80204
Combined Communication Center - 2nd flr breakroom	950 Josephine St, Denver, CO 80206
Combined Communication Center - 2nd flr breakroom	950 Josephine St, Denver, CO 80206
Denver Asphalt - 1st floor breakroom	5440 Roslyn St C, Denver, CO 80216
Sheriff's Impound Facility - main lobby	5160 York St, Denver, CO 80216
Denver Sherriffs Academy - 2nd floor breakroom	5440 Roslyn St, Denver, CO 80216
Denver Sherriffs Academy - 3rd floor breakroom	5440 Roslyn St, Denver, CO 80216
Arie P. Taylor - Dept of Motor Vehicle - Lower level State	4685 Peoria St, Denver, CO 80239
Arie P. Taylor - Upper level lobby	4685 Peoria St, Denver, CO 80239
Arie P. Taylor - Motor Vehicle - City DMV	4685 Peoria Street, Denver, CO 80239
Human Services Eastside - 1st floor breakroom	3815 Steele St Denver, CO 80205
Human Services Eastside - 2nd floor breakroom	3815 Steele St Denver, CO 80205
Human Services Eastside - Main lobby	3815 Steele St Denver, CO 80205
Elbra Wedgeworth Bldg. - Motor Vehicle	2855 Tremont Place, Denver CO 80205
Parks & Rec - Park Maintenance - Break room	3375 Park Avenue West, Denver, CO 80216
Denver Police Academy - Break room	2155 N. Akron Way, Denver, CO 80238
Denver Police Station - District #1	1311 W. 46th Avenue, Denver, CO 80211
Denver Police Station District #2	3921 N. Holly Street, Denver, CO 80207
Public Works - Fleet Maintenance 1st Floor Quick Bay	5440 Roslyn Street, Denver, CO 80216
Public Works - Fleet Maintenance 2nd flr conf. room	5440 Roslyn Street, Denver, CO 80216
Traffic Operations - Police - West Ent. Lobby	3381 Park Avenue West, Denver, CO 80216
Webb Building - 2.K.1	201 W Colfax Ave, Denver, CO 80202
Webb Building - 3.J.3	201 W Colfax Ave, Denver, CO 80202
Webb Building - 4th flr.	201 W Colfax Ave, Denver, CO 80202

EXHIBIT B
Beverage Vending Machine List

<u>Building Name</u>	<u>Location</u>
Webb Building - 4th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building - 5th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building - 6th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building - 7th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building - 8th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building - 9th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building - 10th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building - 11th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building 12th flr.	201 W Colfax Ave, Denver, CO 80202
Webb Building - P1 breakroom	201 W Colfax Ave, Denver, CO 80202
Denver Elections Div - 117	200 W 14th Ave #100, Denver, CO 80204
Environmental Health - 2nd flr. Breakroom	200 W 14th Ave, Denver, CO 80204
Environmental Health - 312	200 W 14th Ave, Denver, CO 80204
Yasui Bldg - 5th flr.breakroom	303 W. Colfax Avenue, Denver, CO 80204
Yasui Bldg - 8th flr. Breakroom	303 W. Colfax Avenue, Denver, CO 80204
Lindsey FlaniganCrt - 1st flr. Jury assembly	520 W Colfax Ave, Denver, CO 80204
Lindsey FlaniganCrt - 2nd flr. hallway	520 W Colfax Ave, Denver, CO 80204
Lindsey FlaniganCrt - 4th flr. hallway	520 W Colfax Ave, Denver, CO 80204
Dentention Center	490 W Colfax Ave, Denver, CO 80204
Arson/Adult Child Care - 1st flr. Lobby	280 14th Street, Denver, CO 80202
20th Street Gym	1011 20th St, Denver, CO 80202
Ashland Rec Center	2475 W Dunkeld Pl, Denver, CO 80211
Ashland Rec Center	2475 W Dunkeld Pl, Denver, CO 80211
Athmar Rec Center	2680 W Mexico Ave, Denver, CO 80219
Aztlan Rec Center	4435 Navajo St, Denver, CO 80211
Barnum Rec Center	360 Hooker St, Denver, CO 80219
Central Park Rec Center	9651 M.L.K. Jr Blvd, Denver, CO 80238
Central Park Rec Center	9651 M.L.K. Jr Blvd, Denver, CO 80238
Cook Park Rec Center	7100 Cherry Creek S Dr, Denver, CO 80224
Cook Park Rec Center	7100 Cherry Creek S Dr, Denver, CO 80224
County Jail	10500 E Smith Rd, Denver, CO 80239
East Park Maintenance	2100 Steele St., Denver, CO 80205
Eisenhower Rec Center	4300 E Dartmouth Ave, Denver, CO 80222
Eisenhower Rec Center	4300 E Dartmouth Ave, Denver, CO 80222
Glenarm Rec Center	2800 Glenarm Pl, Denver, CO 80205
Green Valley Ranch Rec Center	4890 Argonne Way, Denver, CO 80249
Harvard Gulch Rec Center	550 E Iliff Ave, Denver, CO 80210
Harvey Park Rec Center	2120 S Tennyson Way, Denver, CO 80219
Hiawatha Rec Center	3334 Holly St, Denver, CO 80207
Highland Senior Center	2880 Osceola St, Denver, CO 80212
LaAlma Rec Center	1325 W 11th Ave, Denver, CO 80204
LaFamilia Rec Center	65 S Elati St, Denver, CO 80223
LaFamilia Rec Center	65 S Elati St, Denver, CO 80223
MLK Rec Center	3880 Newport St, Denver, CO 80207
Montbello Rec Center	15555 E 53rd Ave, Denver, CO 80239

EXHIBIT B
Beverage Vending Machine List

<u>Building Name</u>	<u>Location</u>
Montbello Rec Center	15555 E 53rd Ave, Denver, CO 80239
Montclair Rec Center	729 Ulster St, Denver, CO 80220
Montclair Rec Center	729 Ulster St, Denver, CO 80220
Motor Vehicle	3100 S. Sheridan Blvd., Denver, CO 80227
Motor Vehicle	3698 W. 44th Avenue, Denver, CO 80211
Rude Rec Center	2855 W Holden Pl, Denver, CO 80204
Scheitler Rec Center	5031 W 46th Ave, Denver, CO 80212
Scheitler Rec Center	5031 W 46th Ave, Denver, CO 80212
Southwest Rec Center	200 W Saratoga Pl, Denver, CO 80123
St Charles Rec Center	3777 N Lafayette St, Denver, CO 80205
Stapleton Rec Center	5090 Broadway, Denver, CO 80216
Swansea Rec Center	2650 E 49th Ave, Denver, CO 80216
Washington Rec Center	701 S Franklin St, Denver, CO 80209
Washington Rec Center	701 S Franklin St, Denver, CO 80209
Waste Water	2000 W 3rd Ave, Denver, CO 80223
Waste Water	2000 W 3rd Ave, Denver, CO 80223



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2016

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.

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.

PRODUCER: Willis of North Carolina, Inc. CONTACT NAME: Willis Towers Watson Certificate Center. INSURER(S): National Union Fire Insurance Company of Pittsburgh, ACE Property & Casualty Insurance Company, New Hampshire Insurance Company.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, Garage keepers, Business Auto.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) SIR applies as respect to General Liability per terms and conditions of this policy.

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and conditions.

City and County of Denver is included as an Additional Insured as respects General Liability, Automobile Liability and Excess Liability where required by written contract.

CERTIFICATE HOLDER: City and County of Denver. 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.

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Compass - MA Auto CARRIER: New Hampshire Insurance Company POLICY TERM: 9/30/2016 – 9/30/2017 POLICY NUMBER: 2935951	Auto Liability – MA Any Auto Self-Ins. Phy Damage \$2,000,000 Combined Single Limit
POLICY TYPE: Compass - VA Auto CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 9/30/2016 – 9/30/2017 POLICY NUMBER: 2935953	Auto Liability – VA Any Auto Self-Ins. Phy Damage \$2,000,000 Combined Single Limit
POLICY TYPE: Excess Business Auto Liability CARRIER: National Fire and Marine Insurance Company POLICY TERM: 9/30/2016 – 9/30/2017 POLICY NUMBER: 42-XSF-302909-01	Any Auto \$3,000,000 Combined Single Limit
POLICY TYPE: Compass - Liquor (Compass) CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 9/30/2016 – 9/30/2017 POLICY NUMBER: 3796740	Liquor Liability \$1,000,000 Each Common Cause \$10,000,000 Aggregate SIR applies as respect to Liquor Liability per terms and conditions of this policy.

Compass Group USA, Inc.

Policy Term: 09/30/2016 to 09/30/2017

Workers' Compensation and Employers Liability Policies

<u>Coverage</u>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
Work Comp/EL	014112063	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112070	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112065	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: MA,WI, Stop Gap Coverage: ND, OH, WA, WY	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112069	American Home Assurance NAIC Policy Covers State of CA	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112064	Illinois National Insurance Company NAIC 23817-001 Policy Covers State of FL	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112066	New Hampshire Insurance Company NAIC 23841-001 Policy Covers State of ME	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	006583098	National Union Fire Insurance Company NAIC Policy Covers State of OH	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease