

## AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 Theatres and Arenas 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 Theatres and Arenas, or his 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) to be provided by the Director or his 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 Event Staffing Services described in the Statement of Work 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

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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 December 1, 2010 and expire on November 30, 2013, 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 two (2) 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 Wage rate 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.

B. The Contractor shall individually invoice Theatres and Arenas 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 Seven Million Five Hundred Thousand Dollars (\$7,500,000.00). The Contractor acknowledges that the City is not obligated to pay the Contractor for any services other than the Services, and that any additional work performed or services provided by Contractor in addition to the Services are performed at Contractor's risk and without authorization under this Agreement or obligation of the City. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered by the expending City agency upon receipt of the Contractor's invoice for the purpose of the Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. If, in the opinion of the Director, the Contractor's performance under this Agreement becomes unsatisfactory, the City may notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have

the immediate right to perform the Services to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

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.

INCIDENT	CREDITS
1) Insufficient number of personnel provided for event.	\$500.00 per incident
2) Incomplete, unacceptable, dirty uniform.	\$50.00 per incident
3) Improperly Staffed post.	\$100.00 per occurrence
4) Failure to maintain accurate records of hours worked.	\$100.00 per occurrence
5) Failure to provide and/or complete an in	\$50.00 per occurrence
6) Providing untrained or unqualified personnel .	\$ 200 per occurrence

Any instance of an imposition of credits shall be prima facie evidence of a deficiency in the Contractor's performance. The City shall document these and forwarded 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 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 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. INDEMNIFICATION:** The Contractor hereby agrees to release, indemnify and save harmless the City, its officers, agents and employees from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims of Contractor's employees, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement, or the Contractor's (including, if any, all of Contractor's agents or subcontractors) occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Contractor's employees, representatives, suppliers, invitees, Contractors and agents; provided however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees, from liability or damages resulting from the sole negligence of the City's officers, agents and employees. The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

14. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor, its or her officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

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

16. **ASSIGNMENT AND SUBCONTRACTING:** The City is not obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

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, 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:** The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this 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, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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 coverage. 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, 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, 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:

- a) That this Agreement is an Insured Contract under the policy;
- b) Defense costs in excess of policy limits;
- c) A severability of interests, separation of insureds or cross liability provision; and

- d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) 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
- (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 Fifty Thousand Dollars (\$250,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents 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:** Pursuant to Section 20-80 of the Revised Municipal Code, the Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., employed by it directly upon the site of the work under this Agreement the full



amounts accrued at the time of payment, the current living wage pursuant to § 20-80 D.R.M.C, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. The Contractor shall post in a prominent place which is easily accessible to the Covered Workers the scale of wages to be paid to such workers.

The Contractor shall furnish to the City Auditor or his authorized representative, a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Contractor or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Contractor or a subcontractor, that payments were made to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, either by the Contractor or any subcontractor, were paid the living wages as set forth in this Agreement.

If any worker to whom the living wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section, the Director may, at his option, by written notice to the Contractor, withhold further payment to the Contractor, or suspend or terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

**24. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Director, member or members of City Council, or the Auditor.

**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 shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by Denver's Revised Municipal Code.

**28. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Contractor to: Director of Theatres and Arenas (or his/her Designee)  
1245 Champa Street  
Denver, Colorado 80204

And by the City to: Thompson Smith  
Argus Event Staffing, LLC  
6408 South Quebec Street  
Centennial, CO 80111

**29. SURVIVAL OF CERTAIN PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with any exhibits and attachments hereto, any or all of which by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and for indemnity to the City shall 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. 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.

**33. 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.

**34. LEGAL AUTHORITY:**

A. The Contractor assures and guarantees 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 do hereby warrant and guarantee 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.

**35. 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.

**36. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 40, 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
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 39, 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 40
- Exhibit D
- Exhibit C
- Exhibit A
- Exhibit B

**37. OWNERSHIP OF WORK PRODUCT:** All reports, submittals and other documents submitted to the City or its authorized agents by the Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Contractor shall not be liable for any damage, which may result from any use of such documents for purposes other than those described in this Agreement.

**38. 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.

**39. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

**40. CONTRACTOR RECOMMENDATIONS:** At no cost to the City, Contractor agrees to deliver within one hundred twenty (120) days of the Effective Date, a report detailing Contractor's analysis of the Theatres and Arenas Division Event Staffing operations and providing recommendations for possible changes that will create optimal efficiencies and effectiveness of the Event Staffing services program, and/or cost savings for the Theatres and Arenas Division.

**41. 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 the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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 will also then 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.

ATTEST:

**CITY AND COUNTY OF DENVER,  
a municipal corporation**

\_\_\_\_\_  
STEPHANIE O'MALLEY,  
Clerk and Recorder, Ex-Officio  
Clerk of the City and County of Denver

By: \_\_\_\_\_  
Mayor

**RECOMMENDED AND APPROVED;**

By:                     Kent Rice                      
Director, Theatres & Arenas Division

**APPROVED AS TO FORM:**

DAVID R. FINE,  
Attorney for the City and County of Denver

By: \_\_\_\_\_  
Assistant City Attorney

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. CE 03107

By: \_\_\_\_\_  
Auditor

“CITY”

**ARGUS EVENT STAFFING, LLC  
TAX ID# 270026896**

By:                     JRM                    

Title:                     President :COO                    

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

## EXHIBIT A

### SCOPE OF WORK AND TECHNICAL REQUIREMENTS

#### I. GENERAL OVERVIEW.

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 that these services are non-exclusive and that the primary staffing needs are at Denver Coliseum and Red Rocks Amphitheatre events; however, some services, such as base operator, door guards and security services, are continual and currently performed at DPAC. 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:

[www.denvergov.org/Default.aspx?alias=www.denvergov.org/Theatres\\_and\\_Arenas](http://www.denvergov.org/Default.aspx?alias=www.denvergov.org/Theatres_and_Arenas)

##### A. Arenas Complex

Made up of the Denver Coliseum and Red Rocks Amphitheatre ("Red Rocks") and managed by 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, monster truck events, motocross events, dances and concerts, the Annual Denver March Powwow, the Shrine Circus, Ringling Bros. & Barnum and Bailey Circus, rock concerts, ice events, conventions, 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 113,000 square feet of floor space throughout the Coliseum. Seating configurations vary by show and can be sold as all-reserved seating, all general admission seating or some portion of reserved and general admission.

Seating capacity – 10,500

Annual Events – approx. 95-115

##### 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 9,450 people through general admission seating in 70 tiered rows. The Visitor Center, opened in 2003, is a tourist destination year-round 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 the park. The park can accommodate over 4,000 parked cars. Seating configurations vary by show and can be sold as all-reserved seating, all general admission seating or some portion of reserved and general admission.

Seating Capacity – 9,450  
Annual Events – approx. 45-75

## **B. Denver Performing Arts Complex (DPAC)**

DPAC is a collection of performing arts venues that make up one of the largest performing arts complexes in the country. Within this complex there are a number of venues and ancillary spaces (Galleria and Sculpture Park) that are managed by the City.

### **Newton Auditorium and Ellie Caulkins Opera House**

This original 1908 structure was recently 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.

### **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.

### **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.

### **Crossroads Theater**

Acquired by the City in late 2009, this 100-seat theater is located in the heart of the Five-Points neighborhood in Denver and offers a variety of local programming and community-based activities.

## **III. STANDARD OF CARE AND PERFORMANCE.**

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 its 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
- Continual professional conduct by all its employees
- Payment of all required wages and taxes.

### **a. OFFICE SPACE.**

Contractor shall have use of the limited office space available at the facilities as determined by the City. Any spaces assigned to Contractor are primarily for event operations and are generally not suitable as day to day operations offices. Use of office space is at the discretion of Contractor with the approval of the City. Any office space assigned to Contractor shall be maintained by Contractor according to the standards established by the City with the expectation that the spaces are to be 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 (if available.) 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. If any furnishings are provided by the City for these spaces, it is done at the discretion of the City. As a condition of this agreement, Contractor is to have an office established in the Denver Metropolitan area to serve as its center of operations. 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.

**b. WAGES.**

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

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 where increases to these wages take effect on the anniversary date of this contract.

**c. BENEFITS.**

In general, the positions are part-time on-call employees and are not offered benefits. It is the vendor'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) of two (2) hours for every 40 hours worked.

**d. MINIMUM CALLS.**

Minimum calls for employees are to be three (3) hours. Partial hours shall be rounded to the closest quarter hour (15 minute increments).

**e. 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 ½ times their base rate wage and Contractor shall bill the City 1 and ½ times the billable rate for that position.

**f. EMPLOYEE RECOGNITION PROGRAM.**

Any employee recognition program Contractor wishes to employ is the responsibility of Contractor.

**g. 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 Contractor by 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 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.

**h. 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 the 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 number 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 the all the required information is included.

**i. MISCELLANEOUS BILLINGS.**

For other services provided by Contractor, 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.

**j. PAYROLL RECORDS.**

Contractor is to 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.

**k. EVENT AND FACILITY INCIDENT REPORTS.**

Contractor is to 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 is to submit reports on any incidents, injuries, illnesses that occur in or around either City facilities that are continual service: non-event related.

All reports are to conform to format as desired by the City.

**l. 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:

- The event:
  - Name
  - Date(s)
  - Time(s)
  - Door time(s)
  - Anticipated ending time(s)
- For Each Position
  - Name and type of the position
  - Start time(s)
  - End time(s)
  - Service hours
  - Pay rate(s)
  - Sub-totals by employee and total for the event.

City shall approve all service requests in advance. Staffing requests shall be submitted in a timely manner (generally no less than seven (7) 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 acknowledges that Staffing Requirements may deviate on short notice and that Contractor is expected to accommodate required adjustments.

If Contractor is unable to 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 is to ensure that only authorized and requested employees enter the facility and sign-in and out for each event.

**m. SUBCONTRACTOR(s).**

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

**n. REQUIRED PERSONNEL.**

The required positions include the following:

- General Manager
- Event Director (In-house and Parking)
- Supervisors (In-house and Parking Lot)
- Facility Security (24-hour security)
- Peer Security (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.

**o. POSITION DESCRIPTION(s).**

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 and/or alternate who shall have previous experience in this industry and who is acceptable to the City. The General Manager will serve

as the Account Manager for the Coliseum and Red Rocks and shall be responsible for all day to day Contractor's operations / services.

The General Manager 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 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 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 is to assure that all Contractor 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 hours are not directly paid by the City. Therefore, contractor 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 shall communicate this relationship during all training sessions and require all employees to work under this relationship structure accordingly.

## **2. Event Director**

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 are 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, 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. Supervisors-(In-House and Parking Lot)**

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Supervisors shall be specially trained and qualified to deal with employee issues, public relations, patrons, promoters, tenants, sports team owners, 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.

#### **4. Facility Security (24-hour security)**

This position may be utilized for day-to-day security up to 24 hours per day, 7 days a week. Staffing will be at the request of the City. Position will be responsible for the protection of structure, equipment, and property in and around City facilities. City will give specific work detail instructions. All facility security staff shall conform with the City & County of Denver rules and regulations pertaining to licensed security officers, including obtaining a Merchant Guard license.

Link:

[www.denvergov.org/LicensesandPermits/MerchantGuardIndividual/tabid/37990](http://www.denvergov.org/LicensesandPermits/MerchantGuardIndividual/tabid/37990)

[6/Default.aspx](#)

City facility security may not be related to an event within the facilities such as overnight security for equipment.

#### **5. Peer Security (Events related)**

Peer Security 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. Peer Security personnel may be called upon to assist with emergency first aid and expected to conduct pre-entrance door inspection of 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. Peer Security 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. Security may be required to operate inside or outdoors, including parking lots. All Peer Security personnel shall conform to the City & County of Denver rules and regulations pertaining to licensed security officers, including obtaining a Merchant Guard license (see link above). An employee shall not be paid as a Peer Security position without holding a valid Merchant Guard License.

#### **6. 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 set and strike chairs for events (including chalking chairs as necessary). The staffing ratio for Ushers/Attendants should be approximately 1 per 500 patrons.

#### **7. Ticket Takers**

Ticket Taker Personnel should be capable of scanning tickets (as required) or collect, verify and tear approximately one thousand (1000) tickets per hour. They are to prevent unauthorized entry into building, obtain accurate ticket counts by hand or using mechanical or electronic counting devices and may be asked to, but not limited to, do a visual check of patrons entering for contraband items and allowing no re-entry on a ticket stub without proper authorization. The staffing ratio for Ticket Takers should be approximately 1 per 1000 patrons.

## **8. Base Operator**

Generally, one (1) Base Operator is required per event, or as requested by the City. 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 operating in emergency situations, signing in/ out keys, radios and materials and ensure lost and found check in and out. 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, and must be personable, 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 employee. Contractor must have a minimum of four (4) people trained and able to operate the base position.

## **9. 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.

## **10. 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 there person and same shall be documented on the Sign-In/Sign-Out sheet for each event. Cashier in conjunction with 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 employees personal cash, spot audits, secret shoppers, etc. Depending on the event, the Parking Event Director may also act as the Cashier.

## **11. 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/ notification that informs patrons to be sure to receive a parking ticket.

## **12. Parking Supervisors**

Supervisors shall be in constant contact with the base station and Parking Event Director. They must be able to render immediate assistance at all times while on duty to patrons and their vehicles. They may also be utilized for facility security at any of the venues, or between two or more facilities. Roving vehicle must be on-site and patrolling until all patron vehicles have left the premises (excluding breakdowns, etc.). The roving vehicle Parking Supervisor is responsible for spot audits of sellers for each event. The City will determine what percentage of Sellers will be audited per event; in some cases, 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 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.

## **13. Flaggers**

Flaggers shall direct traffic and vehicles within the designated areas. Contractor shall issue to each Flagger a 400 Sq. Inch (20" x 20") flag for daytime use and an operable lighted wand for nighttime use.

### **p. 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 that 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.

### **q. HUMAN RESOURCES / RECRUITMENT.**

1. Contractor is responsible for recruiting and hiring all personnel; however, the City maintains final approval of personnel.
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 is to use generally accepted practices to be an equal opportunity employer.
4. The City requests Contractor to attempt to hire from the neighborhood around the Denver Coliseum for Coliseum events.
5. Copies of any employee actions (disciplinary or otherwise) pertaining to activity at Theatres 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.

**r. EMPLOYEE APPEARANCE AND CONDUCT.**

Contractor is to ensure that 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 that the employees are on/ in City facilities. The dress code is to be agreed upon by Contractor and the City, with the City having final approval. Contractor employees will conduct themselves professionally at all times. This includes but is not limited to refraining from seeking autographs, and not accepting cash or other favors for access to the facilities. Violators are subject to dismissal and possibly prosecution. Contractor shall be financially responsible for any damage caused to City property by Contractor employees and/or sub-contractors.

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 get a ticket. At the available Coliseum parking booths, price signage can be located on the booth itself.

**s. CONTRACTOR EMPLOYEE PARKING.**

The City may provide parking, at no charge, to Contractor 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.

**t. TICKET COUNTS.**

Contractor 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.

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**u. 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 allowed or not allowed into the venues.

**v. EQUIPMENT.**

The following sections indicate what equipment is to be provided by the City, by Contractor at Contractor's cost, and provided 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 is 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 trunk 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 a 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 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 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 Contractor loses any keys, they will be responsible for the cost of re-keying all affected locks.

**Contractor-Provided Equipment (at their cost, included in 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

**2. Contractor-Provided Equipment (reimbursable by City):**

These items shall be charged to City at a unit price comparable to the competitive market:

- Additional radios as needed and approved by City
- Wristbands for authorized personnel
- Magnetic Wands as requested and approved by 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 2009 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 provided in Exhibit B.

**w. PARKING OPERATIONS.**

Contractor shall provide all labor to conduct parking operations at the Facilities as requested by the City. 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 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, and 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 vehicle 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 is responsible for placement and the removal of fee signs, portable sign, cones or any other equipment needed for the event. Contractor is 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.

**x. OTHER SPECIFIC REQUIREMENTS.**

1. Personnel as specified in this proposal shall not accept tips or collect additional money for any purpose or reason.

2. All Contractor 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 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.

**y. TRAINING REQUIREMENTS FOR EVENT STAFFING PERSONNEL.**

1. Contractor shall be responsible for providing competent and trained employees. This shall include general industry knowledge as well as venue specific information. 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. Bidder'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 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.

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
  - o Crowd psychology and control
  - o Limited force patron removal techniques
  - o Basic grooming concepts, dress code and requirements to meet standards set by the City
  - o Recognition of Facility and City Officials.

- Requirements of the Americans with Disabilities Act of 1990 - *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 of monies and parking ticket 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](http://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 flashlights
  - Instruction in basic first aid 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 any time 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
  - 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 laws, rules, regulations and ordinances, is the responsibility of Contractor.

Reference Manual is to be a booklet easily carried by Contractor's employees while on duty.

**z. ADA (AMERICANS WITH DISABILITIES ACT) 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 "disabled parking only" signs to "unrestricted parking" signs during an event at all applicable City facilities;
6. The procedure for monitoring the use of the disabled 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; and
8. The location of accessible parking at all applicable City facilities.

**aa. 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 \$10.60/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 his/her 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 Contractor 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.

**bb. CITY AND COUNT OF DENVER AND VENDOR /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 2.5.3, DMRC 20-36 & 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.



3. Lockbox accounts must use one of the City's contracted banks, currently JPMorgan Chase, U.S. Bank, and Ventra.

4. In the event counterfeit bills are received, Contractor will notify the City of the short payment and it will be the responsibility of Contractor to exercise due diligence in the collection of those funds.

5. 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.

6. Contractor will ensure that industry standard cash and credit card handling procedures are used.

7. 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.

8. 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.

9. Online and – if requested, paper copy – activity reporting will be available to the designated City employee(s).

10. If Contractor is 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 City will be notified and Contractor will exercise due diligence in the collection of those funds. This fee is only applicable to checks.

11. The City (Department of Finance, Financial Management section) has final approval of all receipting processes.

cc. **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 CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder 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 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.

**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 all 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 A.1.c., Grand Total below. As Living Wage increases, or as Theatres dictates certain positions receive higher wages, the Contractor's net bill rate shall vary accordingly, with the percentage mark-up remaining fixed and firm.

**Net Total Percentage Markup for Payroll Taxes, etc.:**

**14.54 %**

*Individual components comprising the total entered above for B.1.a:*

*FICA: 7.65 %; SUI (SUTA) 3.12 %; FUI (FUTA) 0.80 %*

*Worker's Compensation 2.97 %*

**Net Total Percentage Markup all other costs:**

**60.15 %**

*Recruitment/Training--5.00 %; Contractor-provided equipment 1.10 %*

*Administrative Support--7.93 %; Payroll admin/Living /Wage admin 6.83 %*

*Other Overhead --21.56 %; Profit--8.90 %; Bonding--1.90 %; Insurance--6.93 %*

**GRAND TOTAL Percentage Mark-up over Wage Rates:**

**74.69 %**

: **Pricing Item No. 2—Vehicle Monthly.** One (1) each dedicated vehicle to be provided by the Contractor. Late model (mid-sized, white pickup with flashing light) in very good condition. Estimated at 4 to 5 months in a year.

**\$ 540.00 per month**

: **Pricing Item No. 3—Vehicle Daily** Price per day (24 hours), for an additional vehicle, as required. (Preferably mid-sized, white pickup with flashing light) in very good condition. Estimated number of occasions for this additional vehicle would be 100 events per year.

**\$ 75.00 per day**

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/07/2010

PRODUCER  
of Colorado, Inc.  
1017 17th Street  
Suite 600  
Denver, CO 80202

1-303-534-4567

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED  
JRED  
Denver Event Staffing, LLC  
18 S Quebec St, Bldg One  
Denver, CO 80111

- INSURER A First Mercury Ins. Co. (Swett & Crawford)
- INSURER B Philadelphia Indemnity Insurance Co.
- INSURER C Texas Mutual Insurance Company
- INSURER D Pinnacol Assurance
- INSURER E Travelers Casualty and Surety Co of America

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded: \$5,000 <input checked="" type="checkbox"/> Terrorism incl GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	FMMI0200302	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE (Any one fire)	\$ 50,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS - COMP/OP AGG	\$ Included
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Terrorism Incl	PHPK587777	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY: EA ACC	\$
				AGG	\$
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUMI000986	07/01/10	07/01/11	EACH OCCURRENCE	\$ 3,000,000
				AGGREGATE	\$ 3,000,000
					\$
					\$
					\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 4074006-Colorado	TSP00011822220100726-TX	07/26/10	07/26/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		09/01/10	09/01/11	E.L. EACH ACCIDENT	\$ 1,000,000
				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<b>OTHER</b> Crime 3rd Party Coverage - Clients Property	105507317	10/06/10	10/06/11	Limit	\$ 1,000,000
				Deductible	\$ 25,000
					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General & Automobile Liability Policies and Loss Payee on the Crime Coverage if required by written contract or agreement subject to the policy terms & conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General, Automobile Liability & Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions.

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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

USA

## **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.

**EXHIBIT D**

**PAYMENT AND PERFORMANCE BOND**

PAYMENT AND PERFORMANCE BOND

**BOND NUMBER:** 105451155  
(Must be completed by Bonding Company)

**RE: Contract Number** Event Staff T & A 0430A

**Contract Description** Event Staffing and Personnel Services for Theatres and Arenas

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_

Argus Event Staffing, LLC

hereinafter referred to as the "CONTRACTOR", and Travelers Casualty and Surety Company of America

a corporation organized under the laws of the State of Connecticut  
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 under the laws of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of \_\_\_\_\_

Two Hudred Fifty Thousand and 00/100-----Dollars (\$ 250,000.00) 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, by the presents:

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the above bounden Contractor has, on the 1st day of December, 2010, entered into written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the work as designated, defined and described in the said contract and the conditions thereof, and in accordance with the specifications therefor;

**NOTWITHSTANDING** the provisions of the contract, the term of the bond shall apply from December 1, 2010 through November 20, 2011, and may be extended by the Surety by Continuation Certificate or a new annual bond. However, neither the non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The Surety's liability under this bond, any renewals and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders or endorsements properly issued by the Surety as supplements thereto.

**NOW, THEREFORE**, if the said Contractor shall and will in all particulars well and duly and faithfully observe, perform and abide by each and every covenant, condition and part of said contract, and the conditions, specifications, plans and other contract documents thereto attached, or by reference made a part thereof, 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 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 his subcontractors in performance of the work contracted to be done, 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 the work to be performed thereunder, or the specifications and plans accompanying the same, shall in anywise 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 to the work, or to the specifications and plans.

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this

8th day of October, 2010.

ATTEST: Argus Event Staffing, LLC  
CONTRACTOR

By *Tom Jensen* Secretary  
By *Jamie Jensen* (NAME)  
*RH* Ross Hollman, President  
(TITLE)

WITNESS: Travelers Casualty and Surety Company of America  
SURETY

By *Jessica Talbot* Jessica Talbot, Denver, CO  
By *Sheryl Shaw* Sheryl Shaw ATTORNEY-IN-FACT

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

APPROVED FOR THE CITY AND COUNTY OF DENVER:

By \_\_\_\_\_  
Manager of General Services



1550 17th Street, Suite 600  
Denver CO 80202-1657

