

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SMG**, a Pennsylvania corporation (doing business as ASM Global), authorized to conduct business in Colorado, whose address is 700 14th Street, Denver, Colorado 80202 (the “Contractor”), jointly (“the Parties”).

RECITALS

A. **WHEREAS**, the City desires to retain the Contractor to provide Stagehand Staffing and Payroll Services as needed for various Denver Arts & Venues venues and facilities; and

B. **WHEREAS**, the Contractor possesses the qualifications required by the City; and

C. **WHEREAS**, the Contractor desires to provide Stagehand Staffing and Payroll 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 as follows:

AGREEMENT

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the Executive Director of Denver Arts & Venues or the Executive Director’s Designee (“Executive Director”).

2. **SERVICES TO BE PERFORMED**:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, on an as-needed basis when requested by the Executive Director, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement. At the beginning of each year, the Contractor will report to the Executive Director all customer service and equity, diversity, and inclusion trainings offered to Contractor’s employees during the prior year.

d. The Contractor shall meet as requested by the Executive Director to discuss performance under the contract and identify potential process improvements. The Contractor and the Executive Director may at any time agree upon minor deletions, or modifications to production and stagehand functions and services (“Service Revisions”) without amending this Agreement. Service Revisions will be issued, in writing, and signed by the Executive Director or his/her authorized representative, and the Contractor. The Contractor shall be paid for the actual quantity or quantities of such services whether increased or decreased.

e. If the Executive Director reasonably believes that the Contractor’s performance under this Agreement is unsatisfactory, the City may notify the Contractor in writing (email notice acceptable), specifying the instances of unsatisfactory performance. The Contractor will have twenty-four hours from the time of such notice, or such longer period as may be required by the circumstances as requested by the Contractor and approved by the Executive Director, to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not timely corrected, 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.

3. **TERM:** This Agreement will commence on **January 1, 2024**, and will expire at 11:59:59 p.m. on **December 31, 2026** (the “Term”). The Term may be extended by the City under the same terms and conditions for up to two (2) additional one (1) year renewal terms by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

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

5. **COMPENSATION AND PAYMENT:**

a. **Budget:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. **Reimbursable Expenses:** Reimbursable expenses are permitted as described in **Exhibit B**.

c. **Invoicing:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City, including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **THIRTY MILLION DOLLARS AND NO CENTS (\$30,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under this Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple- fiscal year direct or indirect debt or financial obligation of the City.

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

7. **TERMINATION:**

a. The City has the right to terminate this Agreement, in whole or in part, with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

d. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor

shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

8. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

10. INSURANCE:

a. General Conditions: The 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. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non- renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3)

business days of such notice by its insurer(s) and referencing the City's contract number. The 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: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 the 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, Business Auto Liability, and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

e. Subcontractors and Subconsultants: The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Worker's Compensation and Employers Liability Insurance: The 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.

g. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Commercial General Liability insurance coverage shall extend to any city owned motorized vehicle, not licensed for road use, that the contractor is authorized by the city to utilize in the performance of their work.

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

11. BOND OR LETTER OF CREDIT:

a. A Performance Bond or an Irrevocable Standby Letter of Credit satisfactory to the City and County of Denver, in the form attached hereto as **Exhibit D** (“BOND”), in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)**, is required of the Contractor to guarantee that it will perform the work in strict accordance with this Agreement and shall pay all debts incurred under this Agreement. The issuer of the BOND must be authorized to do business in the State of Colorado.

b. The BOND must be either renewed annually or replaced with an identical BOND covering the subsequent year of this Agreement issued by another Issuer which has been approved in advance by the Executive Director. If the Executive Director does not receive written notice from the Issuer 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 at least one-hundred and twenty (120) days before the BOND expires, then the Contractor shall be in default of this Agreement and the Executive 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.

12. DEFENSE AND INDEMNIFICATION:

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

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

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

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

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

14. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

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

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

17. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the

City's Charter and the Denver Revised Municipal Code.

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

19. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under 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, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address first above written, and if to the City at:

Executive Director of Denver Arts & Venues
1345 Champa Street
Denver, Colorado 80204

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. DISPUTES: All disputes between the City and Contractor arising out of or

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

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

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has 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 of this Agreement. The City shall have the right, in its sole discretion, 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 this Agreement to enter into this Agreement.

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

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

28. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals,

references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

30. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. CONFIDENTIAL INFORMATION:

a. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in

hardcopy, printed, digital or electronic format.

32. CITY EXECUTION OF AGREEMENT: This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

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

35. CITY SMOKING POLICY: The Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 99 prohibiting smoking in all indoor buildings and facilities. The Contractor agrees that it will prohibit smoking by its personnel and the public in any areas made available to the Contractor hereunder.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

37. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

38. FORCE MAJEURE: When a party is unable to carry out any obligation under this Agreement due to causes or conditions beyond its control (“Force Majeure”), this Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: to the extent reasonably possible, the claiming party gives the other party prompt written notice describing the particulars of the Force Majeure, including the nature and date of the occurrence and the expected duration of the Force Majeure; the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; the claiming Party uses commercially reasonable efforts to remedy its inability to perform. During any Force Majeure, the Contractor shall continue performing all of its obligations capable of being performed notwithstanding the Force Majeure. The Executive Director shall retain the right to terminate this Agreement or suspend a Party’s obligations under this Agreement, without penalty, in the event the City determines that such action is necessary to ensure the health and safety of the public or any City, Contractor, or other personnel. The foregoing shall not be applicable to any obligations of such party pursuant to the “DEFENSE AND INDEMNIFICATION” section of this Agreement. If the Force Majeure continues for a period of 30 days or more, the City will have the right to terminate this Agreement by providing the Contractor 15-days’ prior written notice.

39. 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.

40. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS:

a. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “Goods and Services Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract requirement for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is **one percent (1%)**.

b. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

(1) If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

(2) If contract modifications are issued under this Agreement,

whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.

(3) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original requirement on the contract. The Contractor shall satisfy such requirement with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

(4) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

(5) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.

(6) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.

(7) Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

List of Exhibits

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

Exhibit D – Bond.

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Contract Control Number: THTRS-202371500-00
Contractor Name: SMG

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

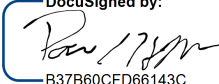
By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202371500-00
SMG

By:  _____
B37B60CFD66143C

Daniel Hoffend

Name: _____
(please print)
Executive VP of Convention Centers
Title: ASM Global _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Scope of Work

1. INTRODUCTION

Denver Arts & Venues (DAV), a department of the City requires the use of stagehand services at theaters and arenas owned by the City and operated by DAV. The Contractor shall supply administrative and managerial services necessary for providing high quality, first-class Stagehand staffing, supervision, consulting and payroll administration services for stagehands and personnel provided by the contractor working at Red Rocks Amphitheatre, the Denver Coliseum and the Arts Complex including the Ellie Caulkins Opera House, the Buell Theater, Boettcher Concert Hall and any future location requiring Stagehand services which are operated by DAV (collectively “DAV Facilities,” or as to one, “Facility”). The Contractor has substantial industry knowledge and experience as well as the ability to provide stagehand, administrative, human resources and payroll support services.

All of the Contractor’s personnel, both stagehand and administrative, shall be well trained for both their job position and for the duties and responsibilities to which they are assigned. The Stagehands must have the appropriate affiliation(s) to fulfill the requirements of any “Yellow Card” production presented in the Facilities. Managers assigned to oversee these services shall be familiar with the roles and responsibilities of the employees that they are supervising and shall understand and apply all of the applicable stagehand work rules for stagehand work performed in the facilities.

2. EQUIPMENT AND SERVICES PROVIDED BY CONTRACTOR:

The City is interested in maximizing the efficiency of operation at all its facilities. At times the City may request that the Contractor rent equipment or procure third-party services related to stagehand work that improve facility operations and/or result in potential labor savings. In addition, the Contractor may propose the rental of additional equipment to the Venue Director or his/her designee. If the equipment request is approved, the item(s) will be rented by the Contractor and the City will be charged a negotiated monthly fee commensurate with the actual cost of the equipment to the Contractor. Contractor will be entitled to charge an administrative fee for provision of rental equipment or third-party services.

3. STAFFING REQUIREMENTS

a. Compliance with Laws:

The Contractor shall ensure that the services it performs, and its operation of City structures and facilities comply with all Federal, State and City laws, including without limitation City ordinances and executive orders. The Contractor shall bear sole responsibility for any violations. The Contractor shall have no responsibility

to ensure that the design or construction of the City's structures and facilities within which the Contractor is performing its services comply with applicable federal, state or City laws.

b. Wage and Work Rule Administration (as applicable):

The Contractor must memorialize in writing work rules and wages commensurate with each Stagehand job category. Work rules and wages shall be subject to review and approval the Executive Director for DAV ("Executive Director") or designee(s). Work rules and wages may be amended from time to time by agreement of DAV and the Contractor, subject to approval of the Executive Director or their designee(s).

c. Benefits Administration for applicable positions:

In general, the employees covered by this agreement are part-time on-call employees and do not receive benefits or they receive benefits from their employer. In the case of Stagehands, the Contractor shall process all appropriate deductions for health, dental, and pension/retirement (if applicable) and on a pre-tax basis to the employee if desired/allowed.

d. Contractor Reimbursement:

The City shall pay the Contractor reimbursement for labor related to stagehand activities in City Facilities and for payroll administrative services outlined in this contract in accordance with Exhibit B and the City's prompt payment policies.

https://library.municode.com/co/denver/codes/code_of_ordinances?nodeId=TITIIREMUCO_CH20FI_ART_VIIPRPAOVESUGOSELECI_S20-110PRPRPAINPAACIN

The Contractor shall provide City with an invoice for stagehand payroll that is consistent with the Time Administration record-keeping required in **3.h** below, and clearly identifies the regular, overtime, and other employee deductions by Facility for all stagehands working in Facilities during the preceding pay period. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work. The Contractor may be responsible for providing any additional equipment that is related to the services to be provided, such as truck rentals or specialty tool rental. Charges for these supplemental functions can be passed through to the City for reimbursement. The Contractor and DAV will negotiate mutually acceptable payment terms net of receiving a fully responsive invoice from the Contractor for services rendered.

e. Staffing Plan/Staffing Request(s) [“Calls”]:

The Contractor shall provide to the Executive Director or their designee a list of Stagehand staffing positions within thirty (30) days of execution of this agreement or by beginning of service date whichever comes first.

The Venue Director will provide the Contractor information on upcoming events as it becomes available (“event staffing calendar”) including requested stagehand labor calls. The Venue Director will provide the Contractor at a minimum: the name of the event, event contract number, the date of the event, event time and location, door time, anticipated ending time, name of the position, the type of position, start time, and end time.

The Contractor will provide the Venue Director or designee a crew call list prior to the start of all events. The Venue Director shall regularly consult with Contractor regarding staffing. However, the Venue Director reserves the right to approve all staffing requests or request changes to staffing in advance of the event. Every effort will be made by the City and the Contractor to communicate event staffing requests as soon as practical. Advanced notification of stagehand staffing needs from the City to the Contractor shall be mutually agreed upon and determined following notification of award. The Contractor acknowledges that staffing needs may change on short notice and will make staffing changes accordingly. The Venue Director, in consultation with the Contractor, will have final authority on when stagehand employees shall be released from a stagehand call once a minimum call of 4 hours has been met. The Contractor shall ensure that only acceptable, approved, authorized, and requested stagehand employees enter or work in the facility and that each stagehand employee signs-in and out, or punches in and out, for each work-call worked.

f. Event Cancellations:

In the event of a cancelled performance, the Venue Director shall send written notice via email or other mutually agreeable written communication to the Contractor. The City shall not be liable to pay for Stagehand staffing for a cancelled event so long as notice of cancellation is transmitted at least twelve (12) hours prior to the scheduled call time. For cancellations made within the 12-hour window, the City will pay the equivalent of a two-hour minimum call.

g. Staffing:

Stagehands and administrative personnel shall be defined as, but not limited to the following:

i. Theatrical Services Management:

The Contractor shall employ adequate theatrical services management personnel

who shall have previous experience in theatre and arena event production, including stagehand work and who are acceptable to the Executive Director and the Venue Director. The theatrical services management personnel shall manage this account for the DAV Facilities and shall be responsible for all day-to-day operations for the Contractor at these facilities. These personnel shall be responsible for all stagehand activities in the facilities and shall have the full authority that their position requires.

Theatrical services management personnel shall be available within the Facility at times and days specified by the Venue Director and shall be available twenty- four (24) hours per day via cell phone, or other approved method. Theatrical services management personnel shall attend any and all meetings as requested by the City or the Venue Director and shall assure that all stagehand personnel are properly trained, attired, equipped, and prepared for the event. The Contractor's theatrical services management personnel shall be the main contact for all matters concerning the scheduling and direction of employees under this contract. As such, it is critical that they possess the necessary skills to communicate effectively with representatives from the City. It will be fully understood by these individuals that the City is the Contractee. Theatrical services management personnel are not directly paid by the City.

At the Director or designee's discretion, DAV may ask the Contractor to provide additional services such as production managers outside of the personnel required above. For such personnel, DAV and Contractor will mutually agree on the additional services to be provided, associated personnel, and their wages. The Contractor shall bill DAV for these services at cost.

The theatrical services management personnel shall be fully competent in the operation of the employees that they are directing. These representatives are fully responsible for their respective operations, including all of their 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 occurring at Facilities on the same day, each facility shall have its own House Crew (please see description that follows). These employees shall report to the theatrical services management and also take direction from the Venue Director or their designee. The Contractor shall ensure that the highest level of customer service is achieved during an event.

ii. House Crew:

"House Crew" personnel are stagehands that are assigned to a particular DAV Facility or Facilities where they possess special training and qualifications to represent the facility and to manage any stagehand management needs, event or production issues, patrons, promoters, tenants, customers, Facility Management and staff. DAV shall determine the number of House Crew personnel needed for each facility to meet the needs of the Facility and its events. House Crew members shall generally be the first stagehands used for labor calls in their assigned facility and

within established standards for scheduling and hours of work per day and per week. House Crew personnel are expected to generally oversee a team of stagehands and to provide them appropriate direction and leadership.

The Contractor and the Venue Director shall mutually agree on House Crew personnel. The Contractor shall use reasonable efforts to provide specific House Crew members if specifically requested by DAV, as available upon reasonable request.

h. Time Administration:

The Contractor shall provide a payroll/billing summary to DAV for all billable stagehand services, whether for event services or maintenance services. For event settlement purposes, the Contractor may be required by the Venue Director to provide a preliminary or estimated Event Billing Worksheet to the Venue Director on the day/night of the show/event which includes but is not limited to information such as the total number of personnel, hours worked per person, applicable wages, applicable work codes, applicable markup, applicable event code, and the total amount to be billed to the City. This summary document may change from time to time as needed and requested by DAV or the Contractor.

Unless there are substantial intervening circumstances that were not reasonably foreseeable by the Contractor, this preliminary estimate of the cost shall not differ from the final accounting by a material amount. The Contractor shall then provide a final Event Billing Worksheet to DAV designated personnel (usually DAV finance personnel and Venue Director) within 2 business days following an event, showing the final total number of personnel and hours worked, applicable wages, applicable work codes, applicable markup, applicable event code, and the total amount to be billed to the City.

In addition, the Contractor shall utilize on-site electronic timekeeping in addition to or in lieu of sign in and sign out sheets. Contractor shall maintain the record of employee sign-in sheets documenting attendance and associate names with unique position numbers for positive identification that individual employees signed in for a designated work assignment. This sign in sheet must be signed by the Contractor's manager of the event. The Contractor's billing summaries are subject to review and approval by DAV personnel or their designee prior to final invoicing.

i. Payroll Records:

The Contractor shall maintain and make available to the City all payroll records pertaining to employees working in DAV Facilities, 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.

j. Safety Program/Training:

The Contractor shall be responsible for providing competent and trained employees. This shall include risk management and safety training policies and procedures, general industry knowledge as well as facility specific information. The Venue Director shall be fully included in the Contractor's training program. Records detailing employee training shall be kept in each employee's file and available for review by the Venue Director. Training should be at the expense of the Contractor unless otherwise provided or approved by the City. The Contractor's net unit price to the City shall include the cost of program development and paying employees during training, if needed. The Contractor shall provide a current copy of all training materials as they pertain to the facility to the Venue Director. The Contractor is encouraged to cross train employees in as many different jobs and classifications as is practical. This should lead to more versatility, skills, and knowledge amongst employees and additional employee engagement opportunities are also encouraged. The City reserves the right to have a representative attend any training sessions.

The Contractor expressly agrees to conduct safety training for all stagehands in the Facilities, as part of a comprehensive risk management program and will manage, administer, and be liable for all Stagehand workers compensation and unemployment insurance claims. (Annual report of OSHA 300 incidents). Any OSHA 300 reports for injuries incurred at a DAV facility must be made available for DAV staff at the time of occurrence. <https://www.osha.gov/sites/default/files/OSHA-RK-Forms-Package.pdf>

k. Financial Reporting:

Within 2 business days of each payroll period, the Contractor will provide DAV with the following financial reports:

- i. Total stagehand payroll expense including regular salary, premium salary, and all statutory employer and employee deductions for each Facility and each event (including maintenance if no specific event is identified); and
- ii. Individual employee history reports of time worked;
- iii. Upon request, the Contractor shall provide other financial reports related to the provision of this contract including time worked and wages earned by individual or a collective of individuals.
- iv. The Contractor will attend meetings as may be reasonably requested by the Venue Director to discuss reports and statistics of events in DAV Facilities.

l. Human Resources / Recruitment:

The Contractor is responsible for hiring and administering all stagehand personnel. The City has the right of approval regarding whether any and all of the Contractor's

stagehand employees may work on City property. The 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. The Contractor shall use generally accepted practices to be an equal opportunity employer.

The Contractor shall be responsible for establishing conditions of employment, which shall be reasonably acceptable to the Executive Director or their designee. The Contractor shall provide as an addendum to any resulting contract, a statement describing their recruiting and hiring practices. Copies of any employee labor actions (disciplinary, grievances, or otherwise) pertaining to activity at all DAV Facilities shall be made available to the City as requested. Contractor's employees are employees of the Contractor and not the City.

If at any time City feels that an employee's conduct is not satisfactory, City shall notify the Contractor, verbally and in writing. The Contractor shall attempt to promptly correct employee's conduct to the satisfaction of the City. If employee continues with unsatisfactory conduct, the Contractor shall remove employee from DAV Facilities. If employees conduct is egregious in nature (including but not limited to criminal activity, working under the influence, inappropriate professional behavior, etc.), the Contractor shall remove employee from City property immediately.

m. Transition Issues:

The Contractor acknowledges that prior to the effective date of this contract; if applicable, the Contractor shall provide reasonable opportunity for affected stagehand employees to have first opportunity for re-employment. This should include a discussion of issues related to the transition of their employment from their current employer to the Contractor, such as company human resource policies and procedures, the application process, payment dates, employee benefits, key contacts for HR personnel, and safety training policies and procedures. The Contractor shall provide written public notice to affected stagehands, advising them of the transition and the change in payroll and employment administration. All stagehand work on or after the effective date shall be paid for pursuant to this agreement. The Contractor is not obligated or liable for stagehand payment or performance pursuant to this agreement prior to the effective date, or for workers' compensation claims or any other claims or liabilities relating to stagehand payment or performance pursuant to this agreement that accrue prior to the effective date.

n. Employee Appearance and Conduct:

The Contractor shall ensure that all stagehand employees comply with standards related to appearance and required guidelines while performing services under this contract. The approved standard dress code/uniform guidelines shall be determined between the Contractor and the Venue Director, with the Venue Director having final

approval. The Contractor shall ensure that stagehands wear the specified uniform required for the given event at the assigned facility determined by either the show, the Venue Director, or the Contractor – in this order.

The Contractor must provide all employees with approved ID badges to be worn at all times and presented upon request that the employees are in the facilities.

The Contractor and employees will conduct themselves in a professional manner 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 removal from City property and prosecution. The Contractor shall be financially responsible for any damage caused to the facilities by the Contractor or their employees.

o. Operating City Equipment:

Any Contractor's employees required to operate city owned equipment shall be properly trained prior to operating the equipment. The Contractor shall provide appropriate insurance and verification that Contractor's employees have current licensure to operate city-owned motor vehicles and comply with standard City requirements regarding the operation of its equipment. Access should be limited to within DAV Facilities or defined travel areas. Equipment should not be operated by non-City employees on any open roads unless previously approved by DAV. Vehicle damage sustained during the Contractor's operation of a City-owned vehicle will require the Contractor to reimburse DAV for all repair costs.

4. ANNUAL STAGEHAND LABOR MARKUP

Prior to the start of each contract year, DAV and the Contractor shall negotiate and mutually agree on an estimated amount of stagehand salaries and wages that will be paid in the following calendar year. This calculation may take into consideration elements including, but not limited to, anticipated event schedule at applicable locations, historical costs, and statutory changes. The annual stagehand labor markup will apply from January 1 of each contract year and end on December 31 of each contract year. However, Contractor reserves the right to request an amended calculation in the year for the year should it be deemed necessary as a result of material changes to the scope or elements utilized for consideration of the calculation. The City shall, in its sole discretion, decide whether to allow such amended calculation. Exhibit B provides the template for how the annual markup is calculated and establishes the rate for the 2024 contract year.

During annual negotiations, the Contractor may request modifications to non-statutory rates. Examples include but are not limited to salaries for administrative and supervisory positions, changes in fringe/pension/other benefits, changes in insurance costs and increases in minimum wage. The Contractor shall provide a clear written explanation explaining the request for the modification and whether the change is intended to be temporary or permanent. The request must be reviewed by the DAV Director of Finance

and approved by the Executive Director of DAV prior to going into effect.

Any changes in statutory rates such as Social Security, Medicare, Unemployment or similar legislated rates authorized by the U.S. Congress, Federal agency, state legislation or local ordinance will be applied as of the first day of the following contract year or on the effective date as legislated. In the event the effective date occurs in the middle of a contract year DAV and the Contractor shall negotiate and mutually agree on the appropriate pro rata increase in the rate necessary to collect taxes to meet the legislated requirement.

5. DEFINITIONS:

City – City and County of Denver, Colorado.

Contractor – SMG d/b/a ASM Global and any successor, assignee, or subcontractor.

DAV – Denver Arts and Venues for the City and County of Denver.

Employees – referring to the employees of the Contractor (stagehands).

Events – Events are defined as public or private activities held at the facility where there may or may not be an admission fee charged. Conversely, some activities in the facilities shall not be construed as events when there are less than 500 attendees. This could be the case for small meetings, public ice skating or small catered functions.

Facilities – the following facilities under the DAV: Denver Coliseum and Red Rocks Amphitheatre; Boettcher Concert Hall, Temple Hoyne Buell Theatre, Newton Auditorium/Ellie Caulkins Opera House, and all associated spaces in the Denver Performing Arts Complex and facilities which may hereafter be administered by DAV.

Performance – A performance is a single presentation of an activity or event to a discrete group of attendees. Some shows or events will have multiple performances, either over several days or within the same day.

Shows – Often interchangeable with events. Usually implies a performance by an individual, group, or troupe.

Stagehand – a person employed in the profession of assisting in the technical presentation of entertainment events; either live and/or recorded.

Venue Director – the director in charge of overall operations at one of the defined DAV Facilities or his/her designated representative.

Yellow Card Show – A theatrical presentation where the producer of the presentation has an agreement to employ a defined number of union represented employees as a condition to holding a show, event, or performance.

6. FACILITY DESCRIPTIONS:

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

a. Arenas:

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

i. Denver Coliseum

The Denver Coliseum is a multi-purpose arena opened in 1951 and used for many different types of events each year including:

- the National Western Stock Show and Rodeo,
- motocross events,
- dances and concerts,
- the Annual Denver March Powwow,
- circuses,
- ice events,
- high school sporting events, and
- graduations and ceremonies.

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

Seating capacity - 10,500

Annual Events - approximately 85 – 95

ii. Red Rocks Amphitheatre and Visitor Center

Red Rocks is a natural, geologically formed, open air amphitheater set in the Rocky Mountain foothills and in Red Rocks Park, fifteen (15) miles west of Denver. It was built by the Civilian Conservation Corps and opened in 1941. Red Rocks can hold up to 9,525 people through general admission seating in 70 tiered rows. The Visitor Center, opened in 2003, is a year-round tourist destination and an amenity to patrons during events providing restrooms, concessions, exhibits and a full-service restaurant. Red Rocks and its corresponding parking areas make up around 50 acres of the 868 acres of park and other adjacent city owned property. The park can accommodate over 4,000 parked cars. Seating configurations vary by

show and can be sold as all-reserved, all general admission, or a mix of reserved and general admission.

Seating Capacity - 9,525 (when at least 45% is sold as General Admission)
Annual Events - approximately 180 – 210

b. Denver Performing Arts Complex (Arts Complex):

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

i. Ellie Caulkins Opera House

The original 1908 structure was renovated and re-opened in September 2005 as a world-class performing arts venue. It is the home of Opera Colorado and the Colorado Ballet and hosts other activities throughout the year.

Seating Capacity: 2,225
Annual Events: approximately 160 – 180

ii. Boettcher Concert Hall

Home of the Colorado Symphony Orchestra (CSO), this symphony hall was the nation's first 360-degree, in the round concert hall. This regal theatre seats 2,600 patrons. The CSO manages their own stagehand needs for their performances, non-symphony events and shows will require stagehand services at this location under a future agreement.

Seating Capacity: 2,679
Annual Events: approximately 25 – 50

iii. Temple Hoyne Buell Theatre

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

Seating Capacity: 2,884
Annual Events: approximately 175-225

7. OFFICE SPACE

The Contractor shall have use of office space available at the facilities as determined by the City. Use of office space is at the discretion of the Contractor with the approval of the City. Any spaces assigned to the Contractor are primarily for event staffing service operations and shall be maintained by Contractor according to the standards established by the City with the expectation the spaces are kept clean and presentable. Failure to maintain cleanliness will result in the City performing the necessary cleaning and the 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 the Contractor. The City may also provide internet service to assigned offices at the sole discretion of the City. There is no expectation or obligation of the City to provide furnishings for any assigned office spaces. The 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 the Contractor for conducting check in, rollcall, briefings, and other meetings required to perform the agreed upon scope of work. These spaces may be modified from time to time as needed by the City.

8. STANDARD OF CARE AND PERFORMANCE

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

The Contractor shall be responsible for:

- a. Maintaining safety standards across all job classifications.
- b. Ensuring employees meet the customer service and job performance standards.
- c. Preventing contract employees from dereliction of duty to include but not limited to leaving post without authorization, completing false reports, sleeping on duty, reporting to duty under the influence of drugs or alcohol, and/or completing work outside the scope of duties for their post.

EXHIBIT B
STAGEHAND PAYROLL MARKUP (to be set annually)

Example Calculation

Assumed Annual Stagehand Payroll	\$ 5,000,000	(Anticipated 2024)
Statutory Payroll Taxes & Other (rates subject to statutory change)	AMOUNT	% TOTAL PAYROLL
FICA - SS Portion	310,000	6.200%
FICA - Medicare/OASDI	72,500	1.450%
SUI (SUTA)	205,000	4.100%
FUI (FUTA)	34,000	0.680%
Workers Compensation	250,000	5.000%
FAMLI+	22,500	0.450%
Total Markup for Statutory Payroll Taxes & Other	894,000	17.880%
Total Mark-up for All Other Payroll Related Costs		
(1) Stagehand Pension and HW Benefits & House Head 401(k)	852,809	17.1%
(2) Administrative Salaries and Related Expense	544,233	10.9%
(3) Other General & Administrative Expense	187,702	3.8%
Profit	150,000	3.0%
Total % Markup for All Other Costs	\$ 1,734,744	34.7%
Grand Total Markup	\$ 2,628,744	52.6%

Sub-section Calculations

ASSUMPTIONS:

(1) Stagehand Pension & HW Benefits		AMOUNT	% TOTAL PAYROLL
Stagehand Pensions, Fringe & HW		\$ 612,000	12.2%
House Head Benefits		217,329	4.3%
401k-House Heads		23,480	0.5%
Total Stagehand Pension & HW Benefits		\$ 852,809	17.1%
(2) Administrative Salaries & Related Expense	Salary	Benefits & Related	AMOUNT
			% TOTAL PAYROLL
Production Manager	88,920	51,417	140,337
Production Payroll Administrator	58,000	40,121	98,121
Production Payroll Supervisor	55,162	22,896	78,058
Production Operations Supervisor	57,325	39,986	97,311
Production Coordinator	47,590	18,087	65,677
Production Assistant	46,800	17,929	64,729
Total Administrative Salaries & Related Expense			\$ 544,233
			10.9%
(3) General & Administrative Expense		AMOUNT	% TOTAL PAYROLL
Time & Attendance		\$ 22,020	0.44%
New Hire Background & Physucak		78,000	1.56%
Processing Fees		39,260	0.79%
Insurance		7,800	0.16%

Audit	11,500	0.23%
Letter of Credit Fee	5,000	0.10%
Bonding	7,500	0.15%
W-2 Reporting	2,625	0.05%
Other Reports and Expense	2,000	0.04%
Shipping & Handling	1,887	0.04%
Office Supplies	2,000	0.04%
Telephone/Fax	5,500	0.11%
Unemployment Processing	600	0.01%
New Hire Reporting	560	0.01%
Computer/Microsoft	1,200	0.02%
Badges	250	0.01%
Total General & Administrative Expense	<u>\$ 187,702</u>	<u>3.75%</u>

Exhibit C
To Follow



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103 Attn: PHILADELPHIA.CERTS@MARSH.COM CN130160009-Stand-GAUWL-23-24	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C No. Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Berkshire Hathaway Specialty Insurance Company</td> <td style="text-align: right;">22276</td> </tr> <tr> <td>INSURER B: United States Fire Insurance Co.</td> <td style="text-align: right;">21113</td> </tr> <tr> <td>INSURER C: Berkshire Hathaway Homestate Insurance Company</td> <td style="text-align: right;">20044</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C No. Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Berkshire Hathaway Specialty Insurance Company	22276	INSURER B: United States Fire Insurance Co.	21113	INSURER C: Berkshire Hathaway Homestate Insurance Company	20044	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED SMG dba ASM Global 700 14th Street Denver, CO 80202																					

COVERAGES **CERTIFICATE NUMBER:** CLE-007201630-02 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			47-GLO-301510-06	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:			133-754822-1 COMP/COLL DED. \$1000	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SMWC457363 (AOS) SMWC457573 (PA Corp)	07/01/2023 07/01/2023	07/01/2024 07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City and County of Denver, its elected and appointed officials, employees and volunteers included as additional insured where required by written contract or agreement with respect to liability arising out of your operations or premises owned or rented to or your management of the premises of others, except workers' compensation.

CERTIFICATE HOLDER

CANCELLATION

The City and County of Denver
 1345 Champa Street
 Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797 CN130160009-ASMG-CRIME-23-24	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Federal Insurance Company	20281														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED ASM GLOBAL PARENT, INC. 300 CONSHOHOCKEN STATE ROAD SUITE 450 AND 700 W. CONSHOHOCKEN, PA 19428															

COVERAGES **CERTIFICATE NUMBER:** CLE-005877327-51 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CRIME			J0639789A	12/01/2023	12/01/2024	LIMIT 500,000 Deductible 100,000

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

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER ATTN: DIRECTOR OF RISK MANAGEMENT 201 W. COLFAX AVENUE DEPARTMENT 1105 DENVER, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2023

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PRODUCER Marsh USA LLC 1717 Arch Street PHILADELPHIA, PA 19103-2797 Attn: PHILADELPHIA.CERTS@MARSH.COM CN130160009-ASMG-Cyber-23-24	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : AIG Specialty Insurance Company</td> <td style="border: none;">26883</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AIG Specialty Insurance Company	26883	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : AIG Specialty Insurance Company	26883														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-007039085-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CYBER LIABILITY			02-382-44-76	01/30/2023	01/30/2024	LIMIT 500,000 SIR 250,000

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

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER ATTN: DIRECTOR OF RISK MANAGEMENT 201 W. COLFAX AVENUE DEPARTMENT 1105 DENVER, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA LLC</i></p>
--	--

Exhibit D
To Follow

CONTINUATION
CERTIFICATE

Westchester Fire Insurance Company

, Surety upon

a certain Bond No. K09585485

dated effective January 1, 2021
(MONTH-DAY-YEAR)
SMG

on behalf of (PRINCIPAL)

and in favor of The City and County of Denver
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on January 1, 2024
(MONTH-DAY-YEAR)

and ending on December 31, 2024
(MONTH-DAY-YEAR)

Amount of bond \$ 500,000.00

Description of bond Performance - Management Services-Denver Convention Complex and the Provision of Stagehand Staffing and Payroll Services-Variou locations

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on December 7, 2023
(MONTH-DAY-YEAR)

Westchester Fire Insurance Company

By Rachel A. Chaveriat
Rachel A. Chaveriat , **Attorney-In-Fact**





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Rachel A. Chaveriat

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 10th day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 7, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



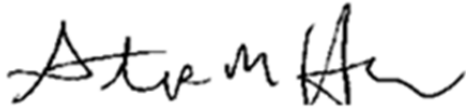
SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: 
Stephen M. Haney, Vice President

