

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a limited partnership authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain snow removal services; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor’s proposal was selected for award of the DEN Snow Removal Services (the “**Project**”); and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Airport Maintenance Division. The relevant Executive Vice President (the “**EVP**”), or their designee (the “**Director**”), will designate a Project Manager to coordinate services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide services and deliverables for the City as designated by the CEO, from time to time and as described in the attached ***Exhibit A (“Scope of Work”)***, in accordance with the schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the CEO and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Standard of Performance. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent individuals and entities who perform work of a similar nature to the work described in this Agreement.

C. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

D. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

E. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement ("**Key Personnel**"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the EVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the

replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement, the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

F. Performance Bond.

i. A Payment and Performance Bond ("Performance Bond") satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Million Dollars and Zero Cents (**\$1,000,000.00**) is required of the Contractor to guarantee that it will perform the work in strict accordance with this Agreement and pay all debts incurred in performing the services required hereunder. The Surety named in the Bond must be authorized to do business in the State of Colorado.

ii. The Contractor's Performance Bond must either be renewed annually by the Surety named in the Bond or be replaced with an identical Bond covering the subsequent year of the contract issued by another Surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the Surety at least forty-five days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least forty-five days before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend this Agreement for up to three additional one-year periods at the same prices, terms and conditions pursuant to the terms of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance Bond or an identical Bond from another Surety that is acceptable to the City. 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.

iii. Reserved.

iv. The form of Performance Bond attached hereto as Exhibit G and incorporated herein by reference must be used by the Contractor and its surety. Attorneys-in-Fact who sign bonds must file with such bonds a certified copy of their Power-of-Attorney to sign such bonds that is certified to include the date of the Bond.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire **5 years** from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the EVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor. The Contractor may terminate this Agreement without cause by giving 180 days’ written notice to the City. After termination notice is given by the Contractor, the Contractor shall perform all services

required by this Agreement during the 180 day time period.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor pursuant to the Seasonal Fee set forth in *Exhibit B* under the terms of this Agreement for any amount in excess of the sum of **Twenty One Million and No Cents (\$21,000,000.00)** (“**Maximum Contract Amount**”). Contractor shall perform the services included in the Seasonal Fee and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

B. Annual Adjustment. On each anniversary of the Effective Date of the Agreement, the pricing reflected in Exhibit B may be adjusted as follows:

- i. The Seasonal Fee (Exhibit B, Section I) may be increased by an amount up to the Consumer Price Index for All Urban Consumers (CPI-U) most recently published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100% base period), U.S. City Average, All Items, or a comparable index if that index is not available. Under no circumstances shall the Seasonal Fee increase by more than 2% at each anniversary of the Effective Date of the Agreement;
- ii. The Full Deployment Price Per Hour (Exhibit B, Section II) and the Partial Deployment Price Per Hour (Exhibit B, Section III), may each be increased by an amount equal to corresponding percentage change in the prevailing wage rates applicable to the Agreement; and
- iii. The Hourly Equipment Price (Exhibit B, Section IV) may be increased by a mutually agreed amount in consideration of the then-applicable CPI-U, prevailing wage rates, and other material economic factors. Under no circumstances shall the Hourly Equipment Price increase by more than 2% at each anniversary of the Effective Date of the Agreement

C. Request for Annual Adjustment. Not less than ninety (90) days before the anniversary of the Effective Date of the Agreement, Contractor shall submit a written request to the EVP for any Annual Adjustment contemplated by paragraph 5.B., above. Determination of any Annual Adjustment shall be in the sole discretion of the EVP. The EVP will issue a written determination on the Request for Annual Adjustment within thirty (30) days of receipt of such request, however, if no written response is issued by the EVP within thirty (30) days, the request shall be deemed denied. If Contractor does not submit a Request for Annual Adjustment at least ninety (90) days prior to an anniversary date of the Effective Date of the Agreement, then all pricing shall remain unchanged for the following year.

D. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

E. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

F. Basis for Contractor's Fee. Contractor's fee is based on the time required by Contractor, its agents, representatives, employees, or subcontractors to complete the services under this Agreement. Individual hourly rates are set forth in *Exhibit B* ("**Rates**"), which are subject to the Annual Adjustment, and which are in addition to the Seasonal Fee set forth in *Exhibit B*.

G. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

H. Invoices. On or before the fifteenth (15th) day of each month, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order ("**PO**") number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
- viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's

engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the EVP or their authorized representative.

I. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

J. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the EVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

K. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Services Purchased by Agency or through Purchasing Division w/ MWBE Goal and Utilization Plan

- (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 goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 17%. Consultant shall comply the Equity, Diversity and Inclusion Plan attached as **Exhibit F** ("EDI Plan") and as it may be modified in the future by the Division of Small Business Opportunity ("DSBO"). Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-129.
- (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 may be required to develop and comply with a separate 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 participation goal. The Utilization Plan is subject to modification by DSBO.

- (2) If contract modifications are issued under the 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.
- (4) 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 goal on the contract. The Contractor shall satisfy such goal 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.
- (5) 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.
- (6) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- (8) 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.

B. Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-135 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-135, with regard to payments by the Contractor to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement. **(See Exhibit D).**

i. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

b. **City Minimum Wage.** To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by 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.

c. **City Prompt Pay.**

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and

other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the EVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the EVP.

D. INSURANCE REQUIREMENTS:

a. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* (“**Insurance Requirements**”) during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

b. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

c. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

d. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

e. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

E. DEFENSE AND INDEMNIFICATION:

a. 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 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. 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. 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. 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, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. 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 the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. 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.

F. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

G. GENERAL TERMS AND CONDITIONS:

a. **Status of Contractor.** Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

b. **Assignment.** Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

c. **Compliance with all Laws and Regulations.** Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

d. **Compliance with Patent, Trademark and Copyright Laws.**

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

e. **Notices.**

i. Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Contractor to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to: Vice President, Finance
Aramark Management Services Limited Partnership
2400 Market Street
Philadelphia, PA 19103

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing

“send” or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City’s direction.

f. **Rights and Remedies Not Waived.** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City’s assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

g. **No Third-Party Beneficiaries.** The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

h. **Governing Law.** This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

i. **Bond Ordinances.** This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

j. **Venue.** Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

k. **Cooperation with Other Contractors.**

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of

the work.

l. **Inurement.** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

m. **Force Majeure.** The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

n. **Coordination and Liaison.** Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the EVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

o. **No Authority to Bind City to Contracts.** Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

p. **Information Furnished by the City.** The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

q. **Severability.** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

r. **Taxes and Costs.** Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

s. **Environmental Requirements.** Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer

to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

t. **Non-Exclusive Rights.** This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO's decision.

H. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

a. **Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

b. **No Discrimination in Employment.** In connection with the performance of work under the 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.

c. **Advertising and Public Disclosures.** Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the EVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the EVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

d. **Colorado Open Records Act.**

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act (“**CORA**”), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

e. **Examination of Records and Audits.**

i. 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.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

f. **Use, Possession or Sale of Alcohol or Drugs.** Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

g. **City Smoking Policy.** Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

h. **Conflict of Interest.**

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its

subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

v.

I. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

J. DEN SECURITY:

a. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by

the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

b. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

K. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

L. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

a. **Attachments.** This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Prevailing Wage
- Exhibit F: Utilization Plan
- Exhibit G Payment and Performance Bond

b. **Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit F
- Exhibit G

M. CITY EXECUTION OF AGREEMENT:

a. **City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

b. **Electronic Signatures and Electronic Records.** The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:
PARTNERSHIP

PLANE-202263347-00
ARAMARK MANAGEMENT SERVICES LIMITED

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:
PARTNERSHIP

PLANE-202263347-00
ARAMARK MANAGEMENT SERVICES LIMITED

By: 
43CF6FCCA4B4419...

Name: Katherine E Tracy
(please print)

Title: VP Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act

of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Consultant is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A SCOPE OF WORK

OVERVIEW

The work under this agreement is defined as clearing snow to paved surface from assigned parking lot areas (including sidewalks, stairways, walkways etc. within the lots) by methods to include plowing of snow, stockpiling of snow, use of hand shovels and snow blowers of various sizes, disbursement/application of chemical liquid melt material, and disbursement/application of chemical granular melt material.

Removal of stockpiles after events will be done by DEN. Melt materials are supplied by DEN. Operational areas, equipment, and labor shall be defined specifically by unique location (See maps):

1. East Economy Parking - 8511 Pena Blvd
2. East Garage Mods (and decks) - 8214 Pena Blvd
3. West Economy Parking - 8148 Pena Blvd
4. West Garage Mods (and decks) - 8496 Pena Blvd
5. Airside Employee Parking - 26296 E. 78th Ave.
6. Long's Peak Parking- 25730 E. 78th Ave
7. Pikes Peak Parking - 24300 E. 75th Ave
8. Ground Transportation Lot - 7806 Shady Grove St
9. Cell Phone Lot - E 77th Ave
10. World Port - 24735 E. 75th Ave
11. Satellite Badging Office, Joint Cargo, and LSG Sky Chef Buildings - 7640 Undergrove St
12. Fire Station 35 - 25365 E 75th Ave
13. DEN Maintenance Center - 27500 E. 80th Ave
14. Landside Employee Parking Lot.- 6975 Valley Head St
15. K-9 Training Facility – 6922 Valley Head St
16. Data Center – 6976 Valley Head St
17. Carpenter Shop – 6960 Valley Head St (See Maps)

The work covered under this agreement requires the contractor to supply all Supervision, Labor, Supervisory Vehicles, and Operational Equipment for snow removal at Denver International Airport (DEN) in the parking lot locations assigned under this agreement.

A specific snow removal plan shall be required for each unique parking lot location. The plan must include detailed information on how the contractor will service snow removal operations across all areas of operation simultaneously, including method and management for quality control during events, and purposed equipment/operator assignments by location.

Snow removal operations at DEN are executed 24 hours a day, 7 days a week during the official winter snow season of October 1st through May 31st. Landside snow events operate in two 12 hour cycles every 24 hours from the hours 0300 to 1500 (Dayshift), and from 1500 to 0300 (Nightshift). Snow removal operations include all holidays.

DEN snow event activation levels are defined as:

1. Level A: 1" - 3" Accumulation and/or deteriorating surface conditions
2. Level B: 3" - 10" Accumulation
3. Emergency: Greater than 10" and/or winds @ 25+ knots

Priorities for snow removal within DEN parking lots include

1. Priority 1

- a. Main bus routes
- b. Bus entrances and exits
- c. Parking lot entrances and exits (includes roadways leading to and from toll parking lots. N Trussville St., Pena 2, 5 Blvd., N Patsburg St., Pena 16, 17). Including hotel parking areas.
- d. T1 road East & Westside side walks
- e. Main Terminal
 - i. Level 5 and ramps to Level 5 parking decks on the East and West side
 - ii. Walkways, sidewalks, including, stairways, ramps, and tunnels extending from the Main Terminal
 - iii. Level 6 walkways and sidewalks on the East and West sides
 - iv. Exterior stairways located at each of the Main Terminal's four corners including all 6 floors of the building
- f. East and West Economy Lots
 - i. Walkways, sidewalks, medians, bus shelters, and any entrance or exit gate areas above the curb line.
- g. Commercial Vehicle Holding Lot and Ground Transportation Building
 - i. Building entrances, sidewalks, staff parking lot on west side of building, walkways, and medians around all buildings and any entry or exit gate areas above the curb line
- h. All ADA parking areas

2. Priority 2

- a. TSA/DPD dog kennel and Carpenter Shop building area parking lots and sidewalks
- b. World Port DEN office parking lots and sidewalks (excluding car rental areas and Paradise for Paws). This area may not need to be serviced at the same frequency or level as other areas.
- c. Satellite Badging office sidewalks
- d. Landside Employee Parking
- e. Mt Elbert lot (if open)
- f. Parking lanes
- g. General clean up

All paved parking lots, driveways, sidewalks, walkways, medians, bus shelters, building entrances, ramps tunnels, etc. shall be cleared to bare pavement surface using a combination of plowing, sweeping, shoveling, or blowing.

The maximum allowable accumulation depths of snow for the different priority areas are set as follows:

Priority 1 Areas: Maximum snow accumulation will not exceed ½ inch.

Note: During times of continuous snowfall these areas will be cleared at a minimum of every 30 minutes.

Priority 2 Areas: Maximum snow accumulation will not exceed 1 inch.

Note: During times of continuous snowfall these areas will be cleared at a minimum of every 90 minutes.

Melt product disbursement will be utilized to maintain a clean surface and enhance traction throughout parking lot driving and walking areas. DEN will supply these products and they can be accessed at the following locations:

Liquid Product – East 71st Avenue, Tank Farm and Tower Road/Pena Boulevard

Granular Product – Tower Road/Pena Boulevard Tank Farm only

For sidewalks, duties will include the spreading of ice melt (provided by DEN) in the areas listed above. There may be occasions where ice melt spreading services are required prior to or after an official snow alert period.

Contractor shall implement measures to control and/or eliminate the presence of ice by using standard industry techniques to include the application of liquid melt/granular melt material within effective temperature ranges and/or when snow begins accumulating. Contractor shall also have experienced personnel onsite, qualified to assess pavement conditions. These individuals must be able to determine when and what chemical means will be most effective and ensure timely application of chemicals to allow maximum performance.

SCHEDULE/MOBILIZATION

1. No less than 30 days prior to the official start of the DEN snow season (by September 1) the contractor must provide: Name(s) and 24-hour phone number(s) for both primary and back-up contacts for snow event notification, and a 24-hour live business contact phone number.
 - a. The primary event point of contact will be required to respond to the appropriate DEN dayshift or nightshift snow manager from whom they have received the event notification. Positive live response is required, phone messages and/or text messages are not acceptable.
 - i. Positive response shall occur within a maximum of one (1) hour after notification is received
 - ii. Primary and back-up event contacts will be notified of pending event level, start time of event, and date of event via DEN Emergency Notification System (ENS).
 - b. Primary and back-up event contacts must accept emergency calls for snow events 24-hours per day, 7 days per week, throughout the official DEN snow season.
2. No less than 15 days prior to the official start of the DEN snow season (by September 15) the contractor must provide: Names and 24-hour phone numbers for parking lot supervisors, the lots they will be assigned, and their planned shift schedule

3. No less than 15 days prior to the official start of the DEN snow season (by September 15) the contractor must have all snow removal vehicles and equipment identified, assigned, and on-site at their specific parking lot staging areas (see MAPS) ready for October 1st snow operations
4. All on-site staff, including but not limited to managers, supervisors, and operators, are required to pass a CCD/DEN background check and be badged (See SECURITY/BADGING) and all vehicles and equipment must be permitted (see PERMITTING) for access to DEN prior to official start of the snow season (October 1st).
 - a. DEN requires personnel badging and vehicle permitting, administered by the DEN Security Office. The Contractor shall be required to obtain the proper access authorizations for badges and permits, and the Contractor shall immediately report the presence of unauthorized (un-badged) persons or unauthorized (no permit) vehicles on site to the appropriate snow shift manager.
5. Notification for contractor's activation for snow events will occur with as much advance notice as possible, but no less than 4 hours prior to required on-site snow removal activity
6. Contractor shall be required to arrive on the designated/assigned area(s), ready to begin snow removal operations 30 minutes prior to the ENS designated event start time.

EQUIPMENT

1. Contractor shall be responsible for all fueling, maintenance and operational requirements of all equipment defined under this agreement, and appropriate disposal of all collected debris. Contractor shall supply service and maintenance records of each vehicle at DEN on demand.
2. Contractor will be responsible to procure, own, operate and stage Heavy equipment at designated areas at DEN parking lot locations beginning 2 weeks prior to DEN snow season (October 1st) through the end of DEN snow season (May 30th). Supervisory vehicles will not be staged on-site.
3. All equipment assigned to manage DEN snow events per this agreement and each parking lot specific snow plan shall be employed for the exclusive use of this agreement. The contractor shall be responsible for all support, maintenance, repairs, fueling, and cleanup of that equipment. All equipment used at DEN must remain clean and well maintained.
4. All equipment must be designed and operated to minimize the potential damage to pavement, curbs, curb-stops, islands, etc. No plows or box pushers will be permitted to operate on level 5 of the modular parking garages with metal bits.
5. Supervisor's vehicles shall be equipped with contractor supplied radios to facilitate communication with designated shift manager for each parking lot. These radios will not interface with the DEN communications network.
6. Contractor shall provide all necessary transportation for movement of supplies, inspection of equipment, and movement of workers to and from parking lot staging areas prior to, during, and after snow events. Contractor shall furnish all equipment, accessories, materials, and tools necessary to perform the work properly. The Contractor shall provide, maintain, repair, and/or replace all necessary tools and equipment. The Contractor is also required to inspect all parking lot work areas to ensure no hazards, equipment, or

parts (i.e., plow shoes, bits, etc.) are left behind.

7. At the end of each snow event the contractor is required to examine all equipment and confirm all parts are accounted for, none of the equipment has sustained damage, is leaking liquids (of any kind) and is in safe and secured condition. In the event of missing parts, damage, leakage, etc. the contractor shall notify the appropriate DEN snow shift manager immediately.
8. In the event a piece of equipment in use to manage snow removal operations is non-operational due to mechanical failure for a period of greater than 2 hours, a replacement unit will be on-site within 2 hours from that time. In the case of a mechanical failure during a snowstorm, Contractor must report the failure to the appropriate DEN snow shift manager immediately. Once the equipment becomes operational or has been replaced, the contractor must update status to the appropriate DEN snow shift manager.
9. Contractor is responsible for purchase and supply of all fuel required to operate any and all vehicles or equipment used for the scope of the proposed work under this agreement.
10. The Contractor shall supply chemical delivery specifications and an independent usage tracking method/measurement for each chemical delivery unit assigned for DEN snow removal operations, including:
 - a. Rate at Gallons per Lane Mile on liquid disbursement vehicles
 - b. Rate at Tons per Lane Mile on granular disbursement vehicles
11. The Contractor will be required to enroll, through the DEN Fleet Management Team, in the Fuel Force liquid chemical tracking process, and shall use that method for chemical resupply of disbursement vehicles.
12. Any incident or accident of any kind occurring on any DEN properties must be immediately reported to the DEN snow shift manager on duty.

ENVIRONMENTAL

The Contractor, in conducting any activity on DEN property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for DEN's Environmental Management System (EMS), as summarized in DEN Rules and Regulations Part 180 (Environmental Guidelines and DEN's Environmental Policy are available at www.flydenver.com/diabiz/community/enviro/index.aspl). These Environmental Requirements address, but are not limited to, requirements regarding the storage, use, and disposal of hazardous materials, petroleum products, solid waste, or any other substance; the National Environmental Policy Act (NEPA); and water and air quality regulations. Each entity, including subcontractors and subconsultants, providing products, goods, and/or services on behalf of DEN must be aware of the DEN Environmental Policy, significant environmental aspects, and which of these activities are relevant to the activities conducted by the entity.

The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements. Prior to use, the Contractor shall provide to the City copies of Material Safety Data Sheets (SDS) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing

for the term of this Agreement, and the Contractor shall provide updated SDS and SDS for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable. The fuel storage containers on vehicles and equipment are subject to Spill Prevention, Control and Countermeasure (SPCC) regulation (40 CFR Part 112) as bulk oil storage containers and are therefore subject to the secondary containment requirements in Part 112.7(c). DEN requires, pursuant to the regulatory requirements, that an SPCC plan be prepared for the units within 6 months of installation and the plan must be fully implemented within one year of installation.

Although these units are clearly regulated by the EPA as bulk oil storage containers, if the contractor determines that the installation of any of the required structures or pieces of equipment is not practicable, the contractor must clearly explain in the SPCC plan why such measures are not practicable. For bulk storage containers, conduct both periodic integrity testing of the containers and periodic integrity and leak testing of the valves and piping; and, unless you have submitted a response plan under Part 112.20, provided in the Plan the following:

1. An oil spill contingency plan following the provisions of part 109 of this chapter.
2. A written commitment of manpower, equipment, and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful.

The SPCC plan must comply with all the Plan requirements, pursuant to the regulation, and must be signed by a Professional Engineer. The draft plan will be submitted to DEN Environmental Services for review and comment; however, DEN will not provide any “approval” of the plan since it is the responsibility of the operator of the equipment to comply with all federal, state, and local environmental regulations. No submittal of the plan to EPA is required.

Prior to operating vehicles or equipment for snow removal operations at DEN, the contractor must provide to DEN, for review and approval, a description of the following:

1. Procedures and frequency for inspection of all units and ancillary equipment.
2. Procedures for periodic integrity and leak testing.
3. Spill response procedure including notification procedures and initial cleanup procedures.
4. Spill response equipment that will be onside during the snow season along with a description and location.
5. Evidence that all personnel associated with the operation and fueling of the units have been trained in spill response and notification procedures
6. Evidence that all personnel have been trained in stormwater management as required by DEN’s industrial stormwater permit.
7. The contractor will be supplied a copy of DEN’s industrial stormwater management plan (SWMP) and DEN will assist in providing training materials to the contractor.

SECURITY/BADGING

1. Airport identification badges and driver authorization permits must be issued prior to the beginning of DEN snow season (October 1st)

- a. By submitting information for personnel badges, the Contractor certifies that the personnel; have no disqualifying felony convictions, as defined by Federal Regulations, the employees have valid Colorado driver licenses, and the employees have not previously been required to surrender their badges due to any violations.

2. Airport ID Badges are obtained as follows:

- a. The Contractor shall designate an Authorizing Agent who is a full-time employee of the Contractor and who shall be authorized to sign for the Contractor on employee applications for badges.
- b. The Contractor shall meet with the Designated Snow Manager (DSM) to review the procedures and required access points at DEN. The Contractor and the Designated Snow Manager shall visit the site to verify the access points. Access points shall be listed and submitted by the Contractor to the Designated Snow Manager for review and comment prior to Contractor's application for badging.
- c. The Contractor's Authorizing Agent shall schedule a Participant Meeting with the DEN Airport Security Office to review DEN security procedures. A second meeting will be scheduled for the Authorizing Agent to learn how to successfully complete the required forms for employee badges and vehicle permits.
- d. A Criminal History Record Check is required for each employee requesting unescorted access to the restricted areas. The employee will complete the Airport Security Badging and Fingerprinting Form (two-sided form) and schedule an appointment with the Airport Security Office to have the form reviewed and to be fingerprinted. The Federal Bureau of Investigation will conduct the Criminal History Records Check and will return the results to the Airport Security Office. (Usually within 3 to 30 business days)
- e. State Background Check and Identity Verification is required foreach employee requesting escorted access to the restricted areas. The employee will complete the Airport Security Badging Application, along with a residency disclosure, and submit the forms to the Airport Security Office to have the background and identity verification conducted. Airport Security will return the results to the Authorizing Agent within 48 hours.
- f. When notified by Airport Security that the Criminal History Records Check is completed and cleared, the Contractor shall call to schedule an appointment for employees to come to the Airport Security Office to receive security and driver training. The appointment will take approximately one hour for security training and approximately two hours for security and driver training. All employees will see an interactive security film and must pass a test when they come in for their Airport ID badge appointment. All employees driving on the airfield must also view an interactive driving film and take a second test, in addition to receiving airfield driver familiarization training by the Contractor's driver trainer, before being allowed to drive on the airfield. Driver familiarization training must be completed within 10 days of receiving the badge.
- g. The Contractor is advised that there is a deposit due for each Airport ID badge issued in addition to the badge fee. The deposit is refundable but not transferable.

- h. The Airport ID badges must be returned to the Airport Security Office prior to final payment. All Airport ID badges are issued with the expiration date of the project on the badge. Contractors shall notify the Designated Snow Manager as soon as possible but, in no case, less than four weeks in advance of any requirement to extend the duration of badge validations.

VEHICLE & EQUIPMENT PERMITTING

Contractor shall comply with the Airport Security Plan. Vehicle permits are required for all vehicles operating in the restricted area. Two types of permits are required. The DEN vehicle permit is required for vehicles operating in the restricted area but limited to above grade, outdoor activity. Vehicles or machinery operating within buildings shall be required to acquire a DEN emission permit as well as a DEN vehicle permit.

Contractors performing work in or through restricted areas are required to obtain a Contractor Participant Manual from the Security Manager and must follow the guidelines in the manual. Copies of the Contractor section of the manual are available for review at the Denver International Airport Operations Office. Contractors shall comply with all DEN Rules and Regulations.

1. Vehicle Permitting

- a. Vehicle permits are limited to those vehicles and/or equipment required for completion of the work. Employee vehicles will not be issued permits. No Contractor employee parking will be acceptable in the Restricted area.
- b. The Contractor shall obtain access to the restricted area only when the vehicle displays a Contractor permit, and the driver has an Airport ID badge with a driver authorization. Vehicle permits may be obtained as follows:
 - i. Contractor vehicle permits have a cost which is subject to change. Vehicle permits must be surrendered before final payment will be made for work accomplished. A Vehicle Permit Application must be filled out and approved by the Project Manager prior to the issuance of the permit. The Contractor's Security Coordinator must file a sponsorship form with DEN Airport Security and accompany any subcontractor requesting a vehicle permit. The approved vehicle application must be presented at Airport Security to obtain the vehicle permit.
 - ii. Contractor permits are issued with the expiration date of the contract on the permit. A fee will be charged for a new permit that requires an extension of time.
 - iii. The Contractor must have a four-inch letter company logo on each side of the vehicle, or the Contractor shall obtain an orange and white checkered flag. There is a cost for this flag, and it may be obtained at Airport Security. All vehicles operating in the restricted area must display the logo or flag at all times. Contractors may use old flags in good condition.
 - iv. The Contractor shall obtain a driver authorization for all operators of vehicles in the restricted area.

2. Equipment Permitting

- a. Fossil fuel powered equipment to be used in the interior of buildings and/or in basement/tunnel areas shall require inspection by DEN Airport Infrastructure Management (AIM) and the Denver Fire Department.

Only CNG fossil fuel powered equipment may be used; gasoline powered, propane powered, or diesel-powered equipment will not be acceptable unless identified and operated per Specifications Section 01014.

3. Vehicle permits shall not be issued prior to Notice to Proceed. The Contractor may, at his own risk, submit required information prior to Notice to Proceed to Airport Security.

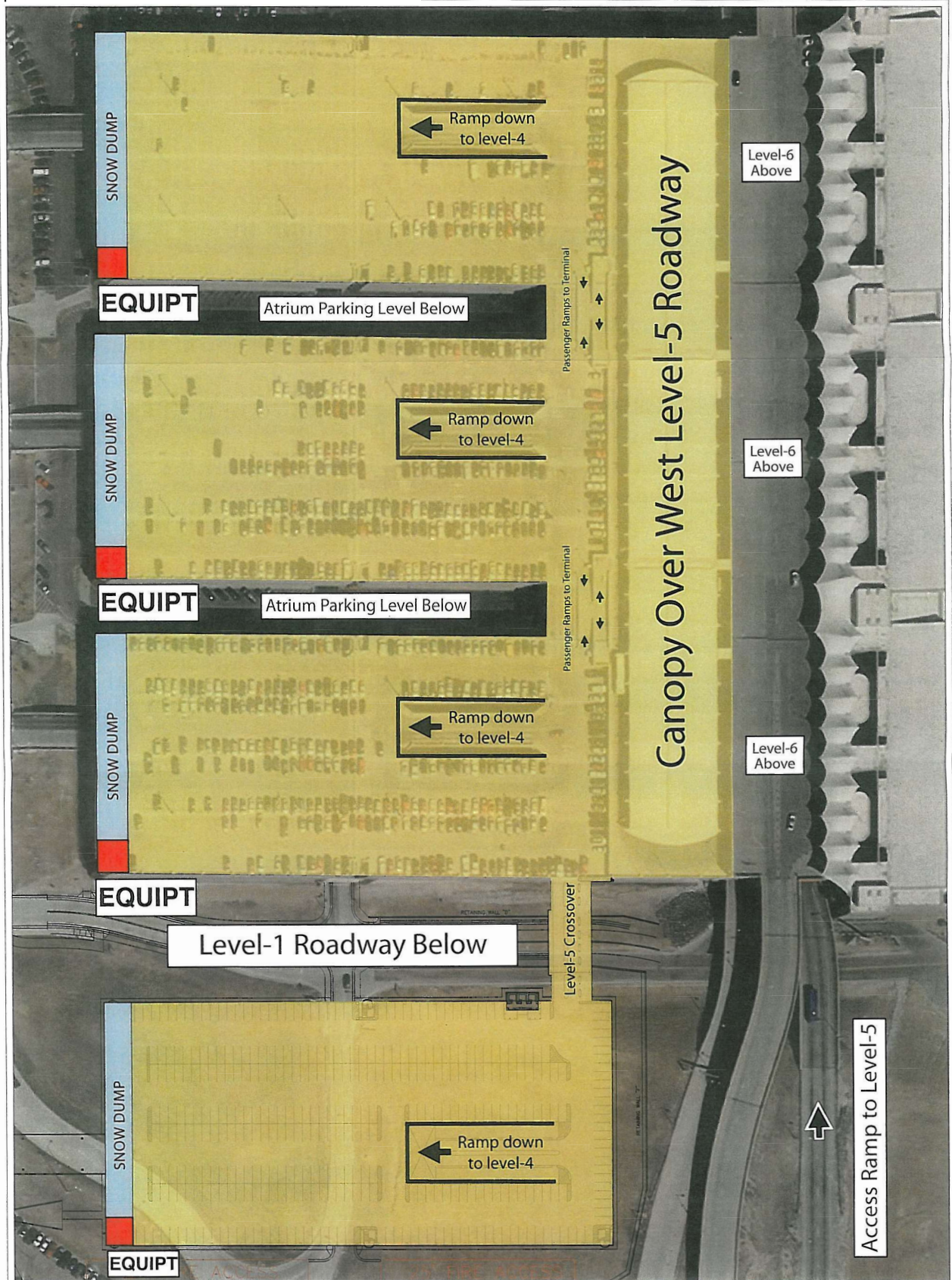
SAFETY

1. All equipment must meet federal, state, and local safety requirements including proper marking and hazard lighting for airside access and operation. Vehicles will be painted in a uniform, visible color and equipped with yellow beacons. They will be uniquely identified by a numbering system and each vehicle will have its number marked in each side with reflective material. Numbers will be at least six (6) inches tall so they are clearly identifiable from a distance. All equipment must have working heaters, windshield wipers, and defrosters. In the opinion of the Designated Snow Manager, if improper or unsafe equipment or practices are employed by the Contractor in furnishing services under the agreement the Contractor shall, upon notice from the Designated Snow Manager, employ such proper and safe equipment and practices, as may be specified in such notice, or discontinue such unsafe actions as may be specified in such notice.
2. City shall inspect equipment from time to time to ensure that appropriate safety measures appear to be met and may instruct the Contractor to make improvements or revisions. Any approval by the Designated Snow Manager of anything done, practices employed, or equipment used by the Contractor shall not relieve the Contractor, from his full responsibility for the complete safe and accurate performance of the work in accordance with this agreement; or from any duty, obligation or liability imposed upon him by the contract, or from responsibility for injuries to persons or damage to property.
3. All operations and services of the Contractor in connection with the contract shall be, at all times and places, subject to the inspection of the City. The Contractor shall comply with direction and procedures as may be established from time to time by the City.
4. The Contractor shall provide all insurance, licenses, bonds, permits, etc., for all Contractor vehicles.
5. At all times, the Contractor shall coordinate its work with the requirements of the Airport site and operations. All work, movement of personnel, materials, supplies and equipment in areas used by aircraft shall be subject to rules, regulations, and restrictions established by the City. The Contractor shall take special precautions and be fully responsible for the prevention of damage to materials and equipment in the areas affected by the jet blast of taxiing aircraft. No work shall proceed until necessary protective devices are placed, as required, to protect the public, airport operations, property, and personnel from the hazards of the work. The Contractor shall proceed with his/her work, including temporary work, and

storage of tools, machinery, and materials; to minimize interference with or create hazards to the operation of the Airport. The Airport Operations Manager (AOM), or designated representative, is responsible for safe and efficient operations at the airport. Any concerns from the AOM will be addressed by the Designated Snow Manager with the Contractor immediately.

STAGING

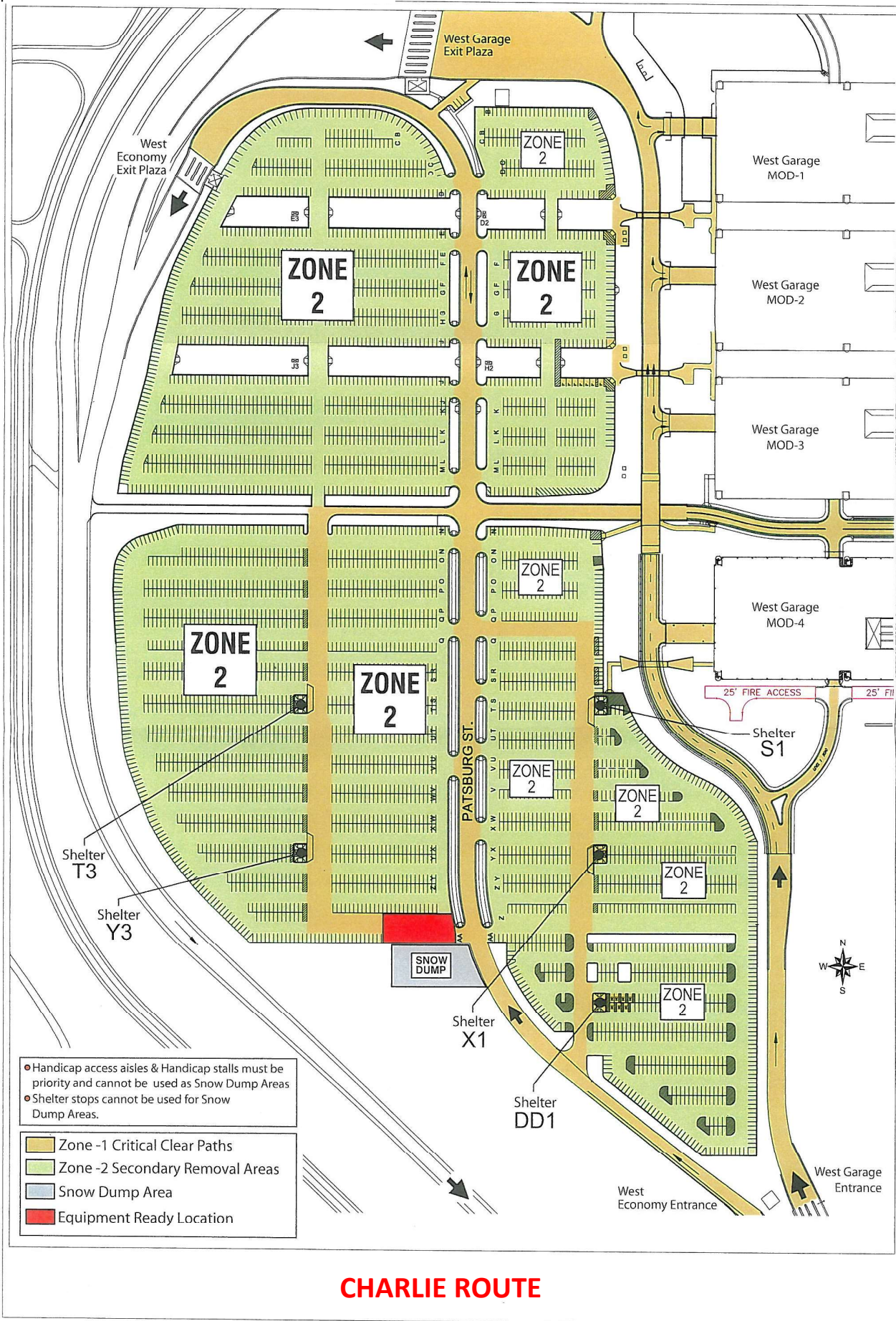
1. If required for staging, the Contractor shall establish and maintain a secure (fenced) perimeter at its primary operations area to include its field offices, staging and storage areas, and maintenance facilities. The responsibility for security within its operations area shall rest solely with the Contractor. Entrance gates to operations areas shall be equipped with a combination of locks connected in sequence (Daisy Chained), to include a lock provided by the City for its use in accessing emergency equipment, should that need arise. The location, size and other physical characteristics of the Contractor's operations area must be approved by the City prior to its installation.
2. Unless specifically required by the Contract documents and with the exception of the fenced operations area described above, the Contractor shall install no fences or other physical obstructions on or around the project work area without the written approval of the City.

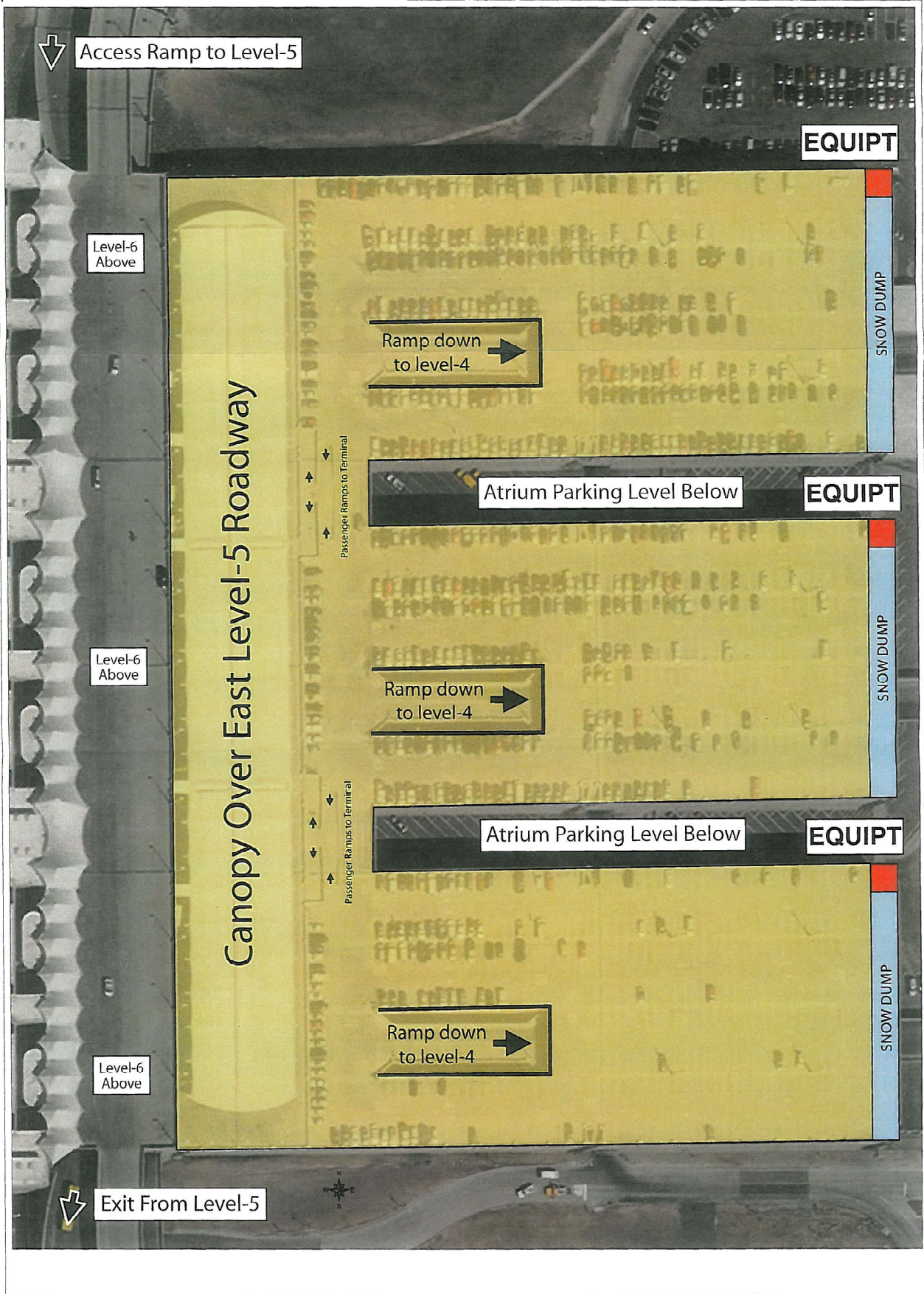


CHARLIE ROUTE



2009 West Parking Garage Level-5 Canopy
and Surface Area Removal Map

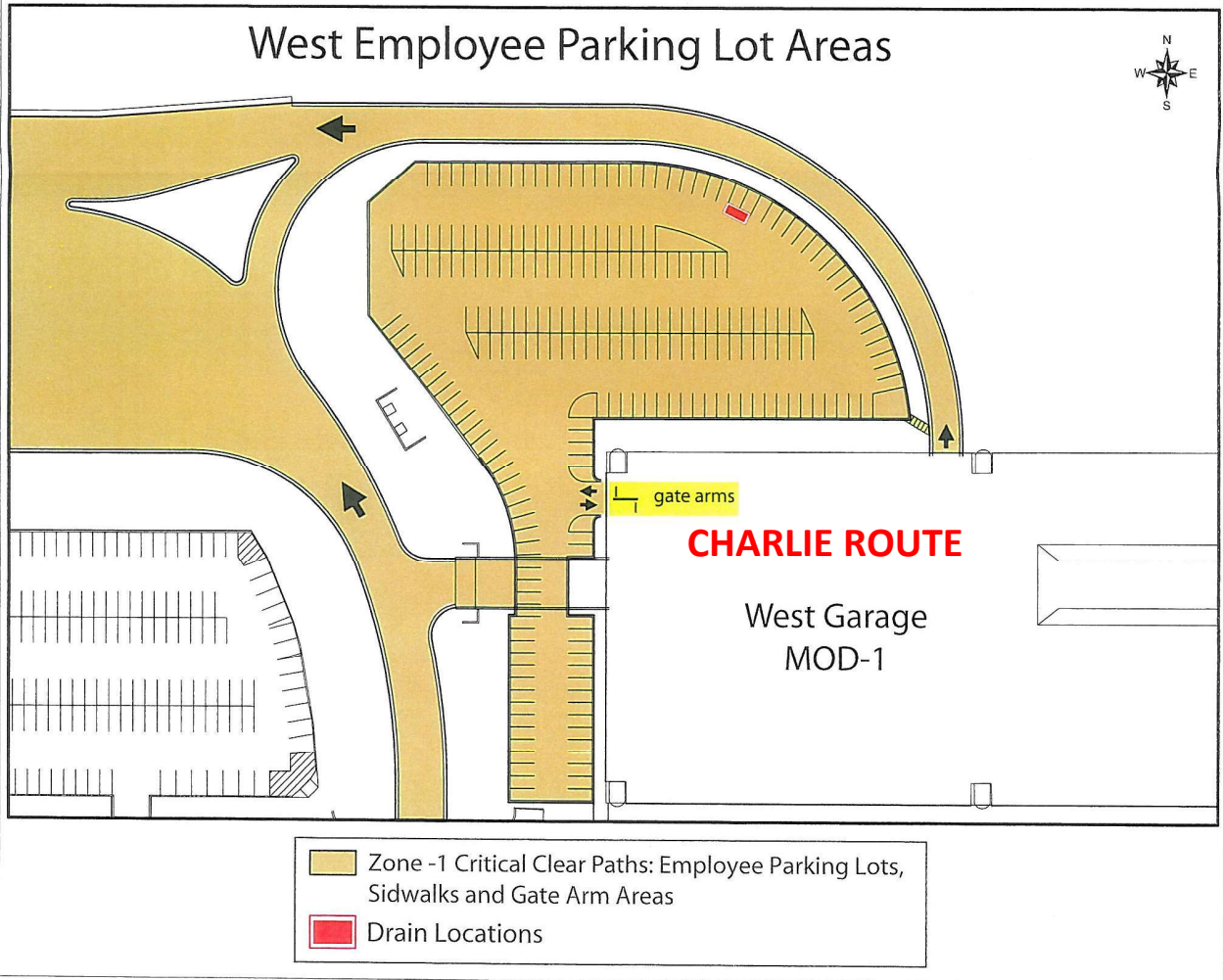
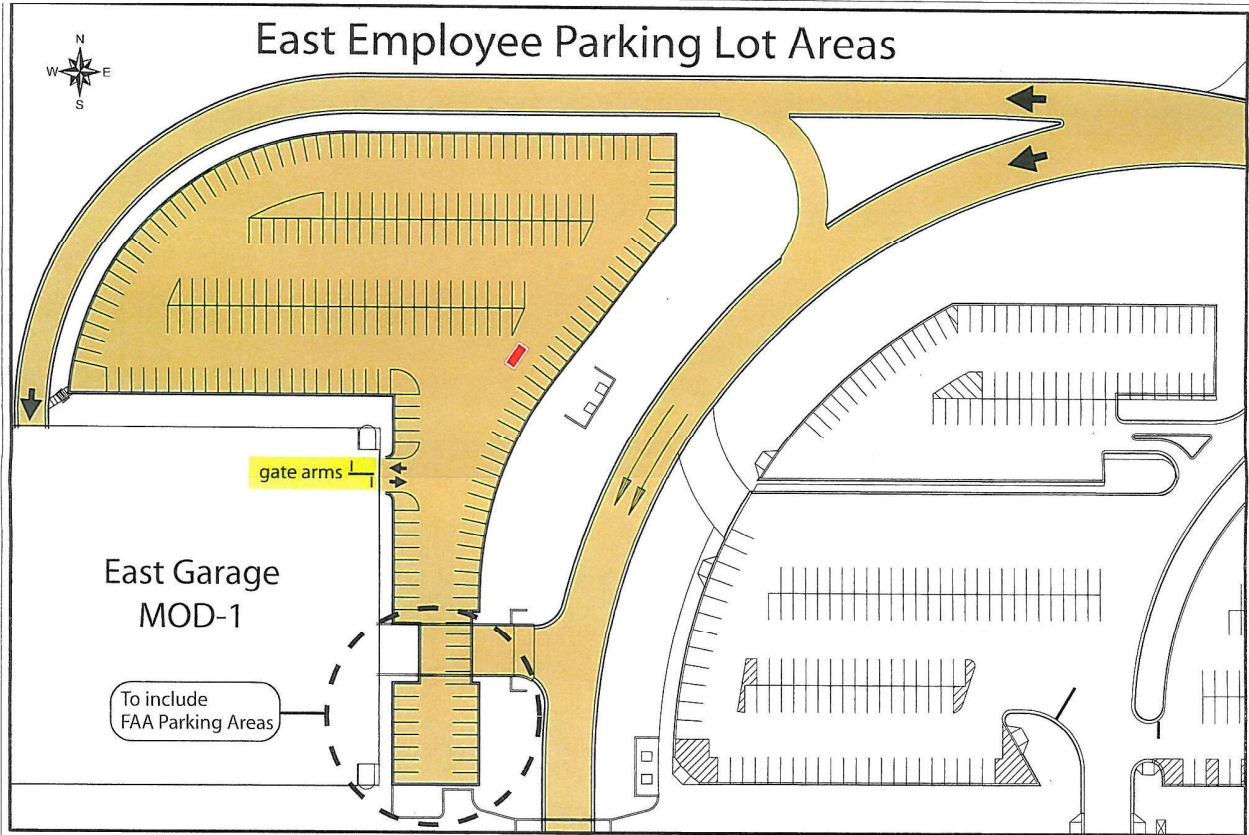


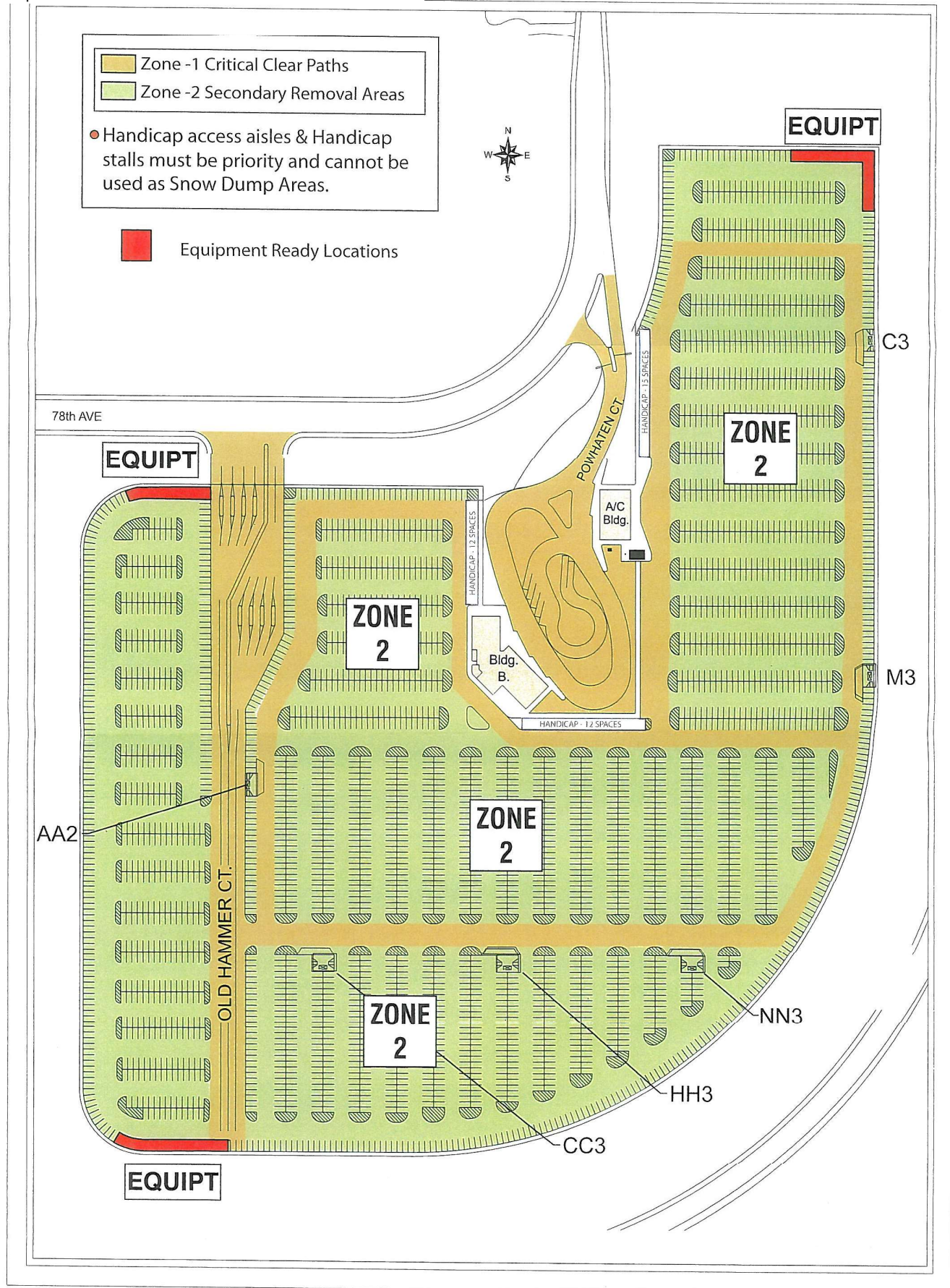


DELTA ROUTE









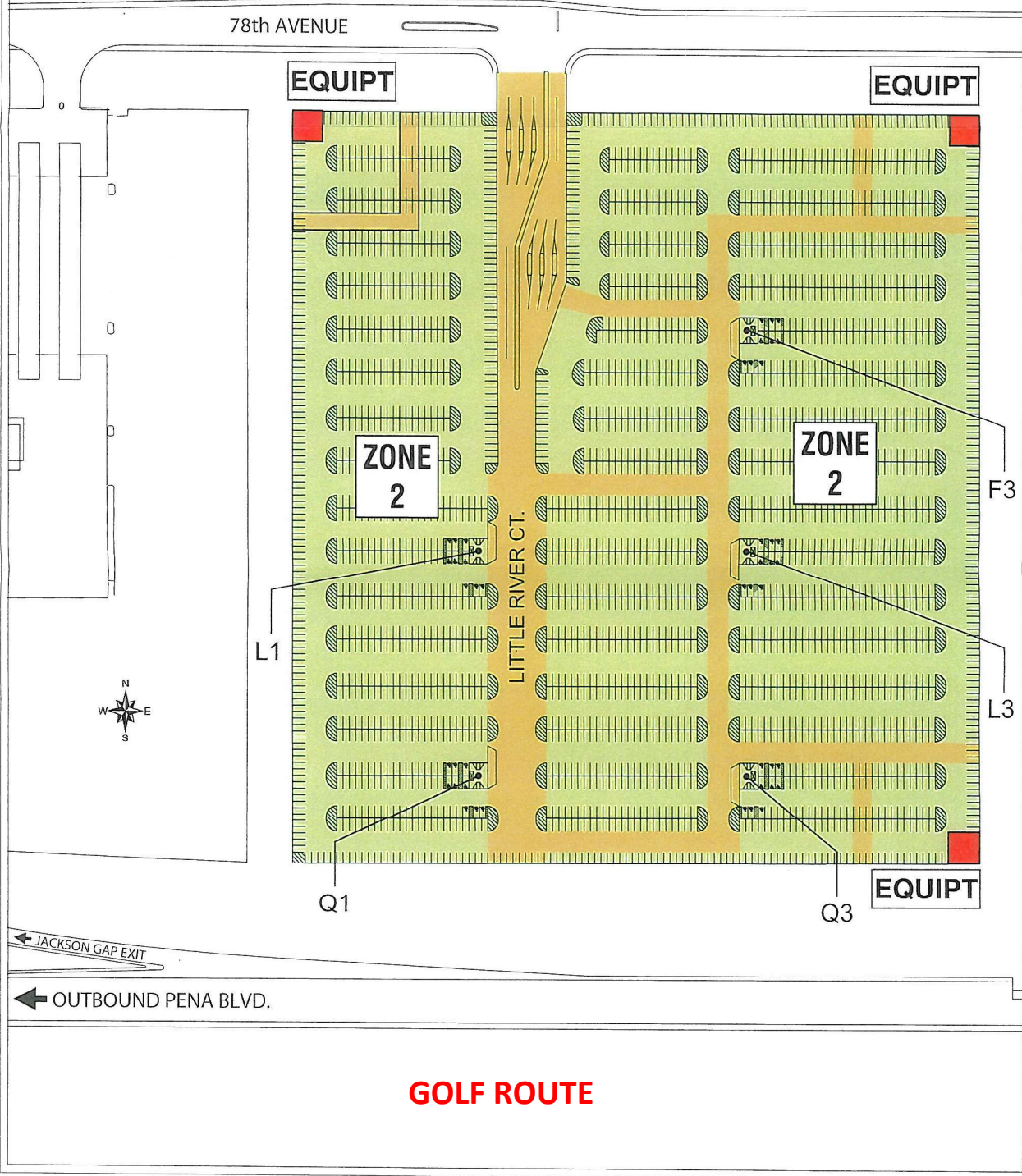
GOLF ROUTE

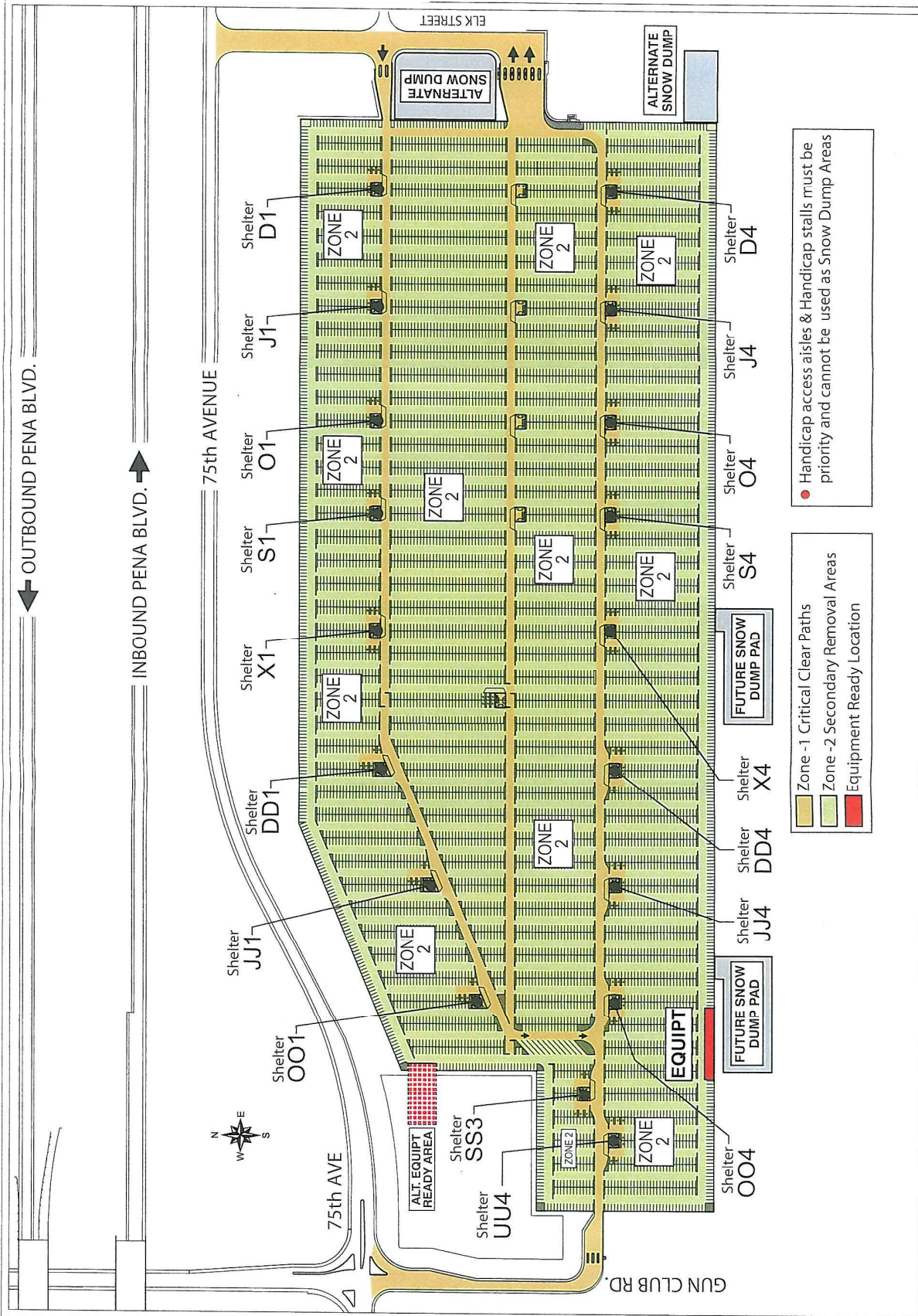


Zone -1 Critical Clear Paths
Zone -2 Secondary Removal Areas

Equipment Ready Location

Handicap access aisles & Handicap stalls must be priority and cannot be used as Snow Dump Areas

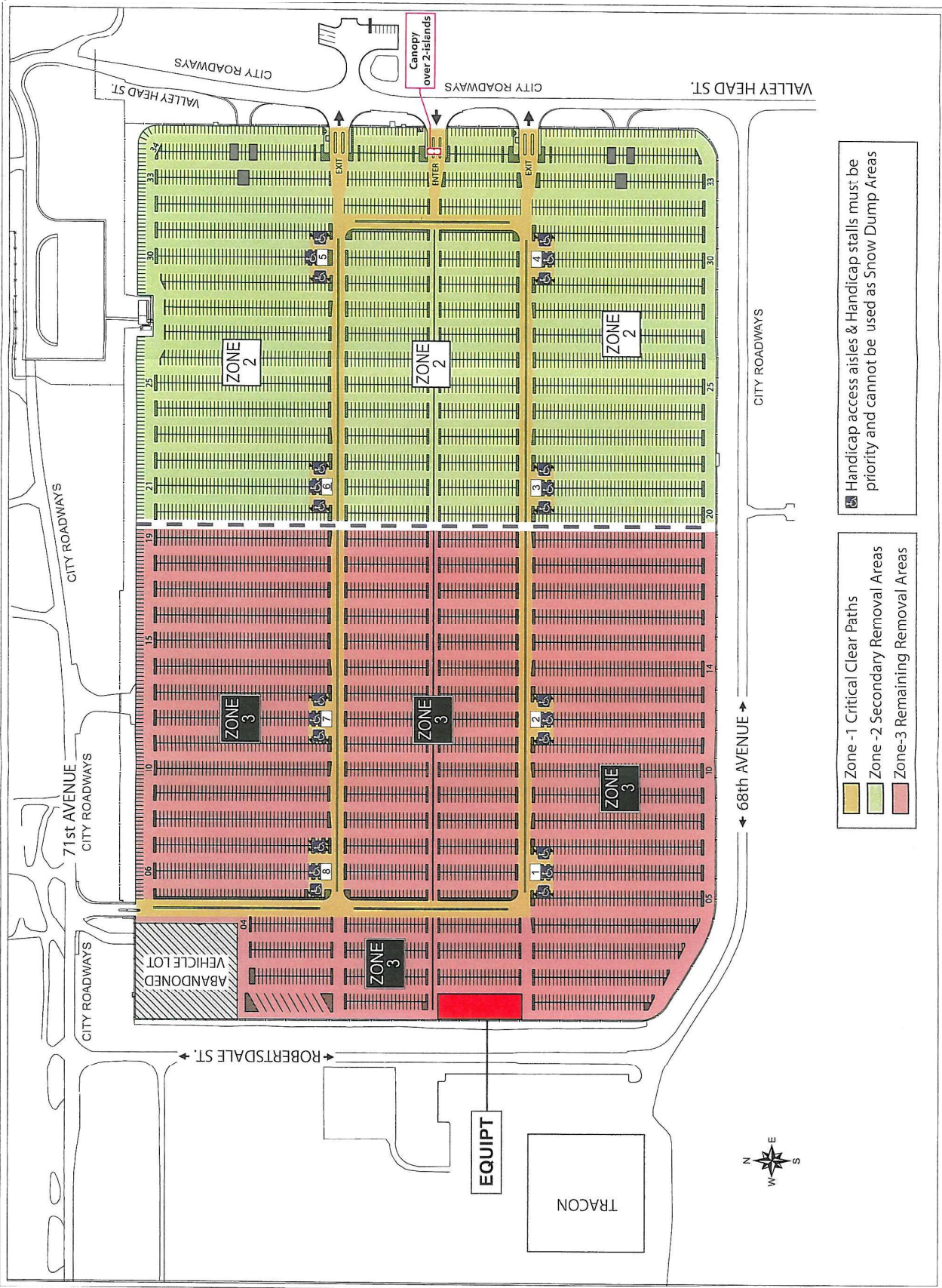




PAPA ROUTE



2009 Pikes Peak Shuttle Parking Lot Snow Removal Map



LIMA ROUTE



2009 Mt. Elbert Shuttle Parking Lot
Snow Removal Map

Aug 27, 2009 Rev: 05

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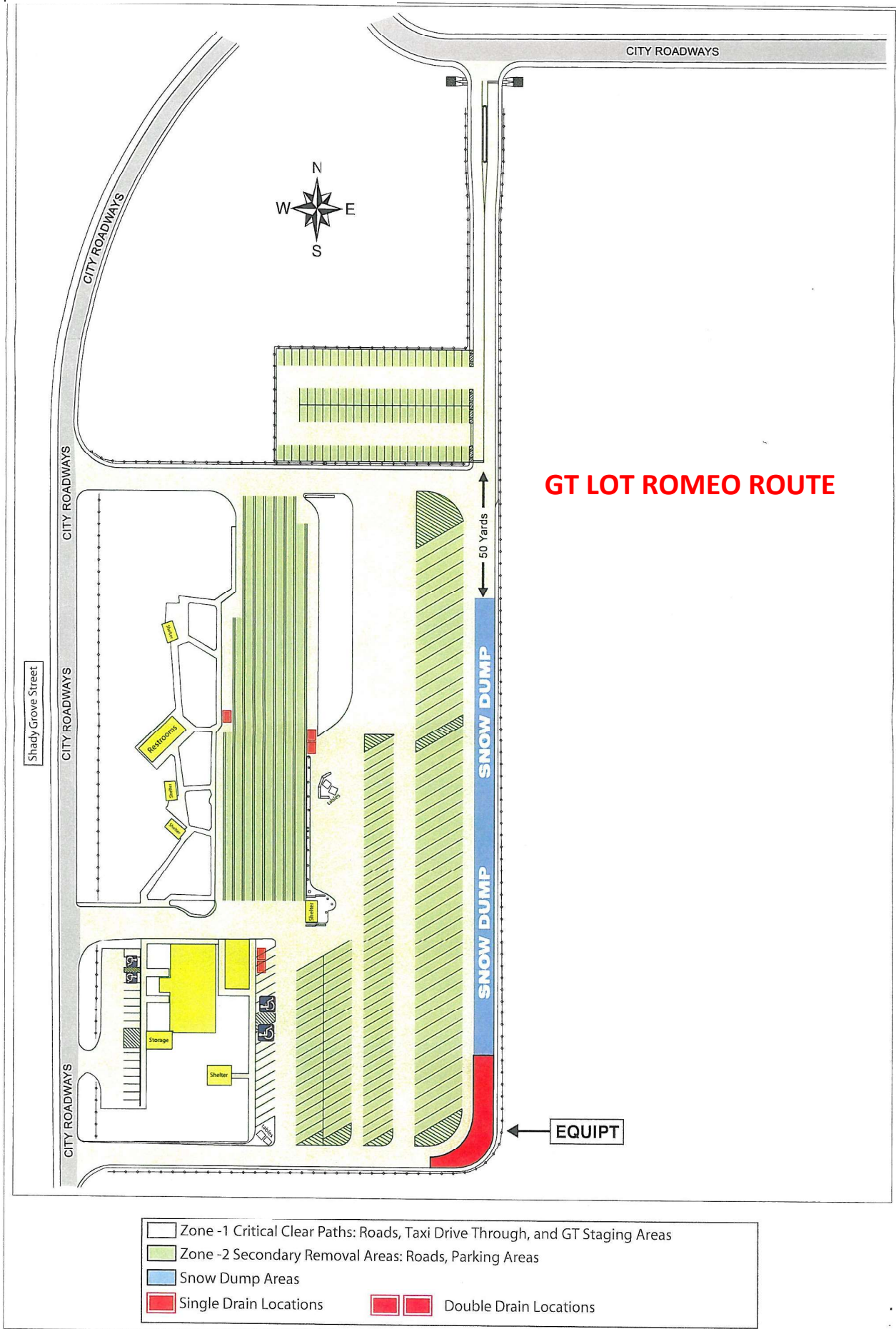


EXHIBIT B - RATES**DEN On-Call Landside Snow Removal Services**

RFP 202263347 - Best and Final Offer (BAFO)

Section X, Attachment 5, Price Sheet

I.	Seasonal Fee	Monthly Fee	Extended Season Fee
	Monthly fee charged during the snow season as defined as October 1st through April 30th. Monthly fee must include all overhead costs related to the contract including but not limited to equipment, staffing, mobilization, etc.	\$420,459.37	\$2,943,215.59

II.	Full Deployment			
		Price Per Hour	Estimated Total Hours	Estimated Full Deployment Price
	Full deployment operations must include costs from initial deployment during storm to demobilizing after the event. Estimated full deployment at 100 hours.			
	Note: If choosing not to provide pricing for a particular group, enter "No Bid" in the Price Per Hour field.			
Group 1	East and West Economy Lots and East and West Level 5 garage entrances and decks	\$68.00	100	\$6,800.00
Group 2	Airside and Landside Employee lots and the Pikes Peak and Mt. Elbert parking lots	\$68.00	100	\$6,800.00
Group 3	World Port, Ground Transportation, Satellite Security Office, Cell Phone, Fire Station 35, and Maintenance Center parking lots	\$68.00	100	\$6,800.00

III.	Partial Deployment			
		Price Per Hour	Estimated Total Hours	Estimated Partial Deployment Price
	Partial deployment operations must include costs from initial deployment during storm to demobilizing after the event. Estimated partial deployment at 60 hours.			
	Note: If choosing not to provide pricing for a particular group, enter "No Bid" in the Price Per Hour field.			
Group 1	East and West Economy Lots and East and West Level 5 garage entrances and decks	\$62.00	60	\$3,720.00
Group 2	Airside and Landside Employee lots and the Pikes Peak and Mt. Elbert parking lots	\$62.00	60	\$3,720.00
Group 3	World Port, Ground Transportation, Satellite Security Office, Cell Phone, Fire Station 35, and Maintenance Center parking lots	\$62.00	60	\$3,720.00



IV. Hourly Equipment Price Hourly price must include full operating costs of the equipment including operator, fuel, etc.

- 6-Series Liquid Chemical Truck
- 6-Series Granular Chemical Truck
- 2-Series Liquid Chemical Truck
- 2-Series Granular Chemical Truck
- Tractor w/Articulated Plow
- Loader w/box pusher (Cat 924 or equivalent)
- Skid Steer w/box pusher
- Fueler (F-250)
- Mechanic and service truck
- Supervision

Price Per Hour
\$100.00
\$100.00
\$80.00
\$80.00
\$125.00
\$200.00
\$150.00
\$125.00
\$125.00
\$125.00

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION INFRASTRUCTURE MAINTENANCE AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: [insert specific DEN email address for the given contract]

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability:
Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. Coverage shall include Fire Legal Liability at a minimum limit of \$100,000 any one fire.
2. Business Automobile Liability:
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
 - b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$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.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance – Business Personal Property:**
Contractor is solely responsible for any loss or damage to their business personal property or personal property of its employees and subcontractors, including, without limitation, furnishings, materials, tools, and equipment. If Contractor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if applicable), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if applicable), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.

11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009
Superseded General Decision No. CO20210009
Modification No. 1
Publication Date: 02/25/2022
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20220009 02/25/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011		

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50
 All work outside of these areas shall be paid Zone 2 rates.

 ENGI0009-008 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe		
(Wheel Mounted, under 3/4		
yds), Hydraulic Backhoe		
(Backhoe/Loader		
combination), Drill Rig		
Caisson (smaller than		
Watson 2500 and similar),		
Loader (up to and		

including 6 cu. yd.).....\$ 31.05	12.35
(3)-Loader (under 6 cu. yd.)	
Denver County.....\$ 31.05	12.35
(3)-Motor Grader (blade-rough)	
Douglas County.....\$ 31.05	12.35
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 31.70	12.35
(4)-Loader (over 6 cu. yd)	
Denver County.....\$ 31.20	12.35
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 31.37	12.35
(5)-Motor Grader (blade-finish)	
Douglas County.....\$ 31.37	12.35
(6)-Crane (91-140 tons).....\$ 33.05	12.35

* SUCO2011-004 09/15/2011	

	Rates	Fringes
CARPENTER (Excludes Form Work)....\$ 19.27		5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....\$ 20.18		5.75
Douglas.....\$ 18.75		3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....\$ 35.13		6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....\$ 13.02 **		3.20
GUARDRAIL INSTALLER.....\$ 12.89 **		3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....\$ 12.62 **		3.21
Douglas.....\$ 13.89 **		3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....\$ 16.69		5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail		

Installation).....	\$ 18.22	6.01
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LABORER

Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26 **	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55 **	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55 **	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
Install Signs, Arrow		
Boards and Place		
Stationary Flags) (Excludes		
Flaggers).....	\$ 12.43 **	3.22

PAINTER (Spray Only).....	\$ 16.99	2.87
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POWER EQUIPMENT OPERATOR:

Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68

Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13 **	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24 **	3.77
Douglas.....	\$ 16.43	3.68
Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43 **	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2022)**

Classification		Base	Fringe
Guard Rail Installer		\$15.87	\$3.20
Highway Parking Lot Striping: Painter		\$15.87	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$15.87	\$3.16
Laborer: Traffic Control (Flagger)		\$15.87	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$15.87	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$15.87	\$3.22

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.

MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN

CONTRACT # PLANE-202263347

JUNE 8, 2023



This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, Aramark Facilities Management shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by Aramark Facilities Management and approved by DSBO, beginning in June 2023 or at the request of DSBO.

DocuSigned by:

Katherine Tracy

43CF6FCCA4B4419...

Katherine Tracy, Vice President, Finance

7/6/2023

Date

Brittany Eroen

Brittany Eroen, Assistant Director, Compliance
Division of Small Business Opportunity (DSBO)
(delegated authority from Director)

7/6/2023

Date

2. MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) Proposer's response should include, but is not limited to: A. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the MWBE EDI Plan, specifically: a. B2GNow (Small Business Certification and Contract Management System) User, b. Project Manager(s), c. Controller, d. Superintendent (if applicable), and e. Outreach/Community Engagement Coordinator (if applicable).

Aramark is committed to meeting the goal of 30% MWBE participation and will provide subcontracting opportunities and mentoring of City of Denver certified MWBE businesses. We will recruit and use diverse businesses to maximize the use of MWBE businesses and strive to equitably spread subcontracting opportunities to these firms. The specific measures and examples of how we've achieved (and will continue to achieve) those measures are listed below:

Scott Yeager will be the Project Manager for this account and will contact/work with potential diverse subcontractors to make them aware of bid opportunities, attend project site visits, and evaluate subcontracting, material supply, or other opportunities available on the project. He will be responsible for ensuring Aramark meets our MWBE goal participation and execute all strategies relating to DEN Airport EDI. Scott's contact information is:

Scott Yeager, District Manager
Phone: (720) 353-6293
Email: yeager-scott@aramark.com

2. Aramark will invite potential diverse subcontractors to informational meetings to meet and network, explain the Job Order Contracting process, and communicate our expectations for subcontractors

The B2G Coordinator, Brian Crandell will be responsible for ensuring Aramark is compliant with all aspects of the EDI program requirements. Additionally, he will advertise in general circulation, trade association, and trade-oriented minority and women-focused publications, if any, concerning subcontracting, material supply, or other opportunities. The team lead by Brian will encourage firms who are eligible to apply for certification as a MWBE with the City of Denver and or the State of Colorado.

Brian's contact information is:

Brian Crandell, B2G Coordinator
Phone: (720) 855-5088
Email: crandell-brian@aramark.com

Job Order Contracting (JOC)—First, in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of a contract. Second, a unique, indefinite delivery, indefinite quantity (IDIQ) procurement process that helps facility and infrastructure owners complete many repair, maintenance, renovation, and straightforward new construction projects through a competitively awarded contract.

The Regional Controller, Shannon Wike will be responsible for ensuring all City of Denver certified MWBE partners are paid in accordance with the program. Additionally, she will coordinate with the DSBO and provide any relevant documentation in the event a dispute regarding payment is communicated. Shannon's contact information is:

Shannon Wike, Regional Controller
Phone: (970) 443 -1483
Email: wike-shannon@aramark.com

B. MWBE Utilization Strategies. Describe the strategies and tactics Proposer is and will use to increase the participation of new and existing MWBE businesses in contracting opportunities.

Please see the following pages for questions B through D.

C. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to MWBE businesses that helps move this next generation of small businesses forward. This assistance and/or guidance could include technical, financial, or support services to the MWBE businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and sponsor to provide assistance and/or guidance to small businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Please see the following pages for questions B through D.



D. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

Supplier Diversity at Aramark

- Aramark is committed to the utilization of small businesses and businesses owned and operated by minorities, women, and other diverse populations. This commitment is a key ingredient to the formation of strategic relationships that provide more culturally authentic products, value to our clients and foster local economic impact.
- At Aramark, we understand that each client is different, and that flexibility is key. That is why we take a customized approach to our supplier diversity efforts for each client, adjusting to meet the needs of the numerous business categories, certification agency requirements, and geographic areas in which we serve.
- Partnering with local, small, and diverse suppliers is not only an essential supply chain strategy that drives economic impact, these efforts also further optimize our sustainability, community relations, and diversity, equity, and inclusion goals.

Goals & Priorities

- At present, we have partnerships with close to 5,000 small or diverse suppliers. 51% of our diverse suppliers are certified by a third-party supplier diversity agency. We've made our supplier certification campaign a priority to ensure our small and diverse supplier base is aware of network and business resources available to them.
- Our partner in this endeavor—Certify My Company, is a certified women-owned business enterprise (WBE) and a disabled-owned business enterprise (DOBE)—is assisting our self-classified suppliers to obtain third-party diversity certifications. This campaign will help us achieve our goal to increase our small and diverse spend to 25% throughout our supply chain by 2025.

Reporting Our Progress

- We have a centralized, enterprise-wide program focused on identifying appropriate diverse suppliers, tracking Tier 1 spend, Tier 2 spend, and economic impact metrics and ensuring compliance with our clients' expectations.
- Over 1,000 Tier 2 client reports are submitted annually.
- Supplier diversity program metrics are shared internally throughout the year.

Our Approach to Diversity Is Centered on

THREE STRATEGIC AREAS

Our holistic approach to global diversity, equity, and inclusion is both a business and a people strategy. Building an inclusive culture is the right thing to do, and it delivers a competitive advantage. Diversity—of gender, background, age, race, ethnicity, military status, sexual orientation, perspectives, and abilities—is critical to our mutual success. So we thread our diversity priorities around the areas where we can have the greatest impact.

1 Workforce

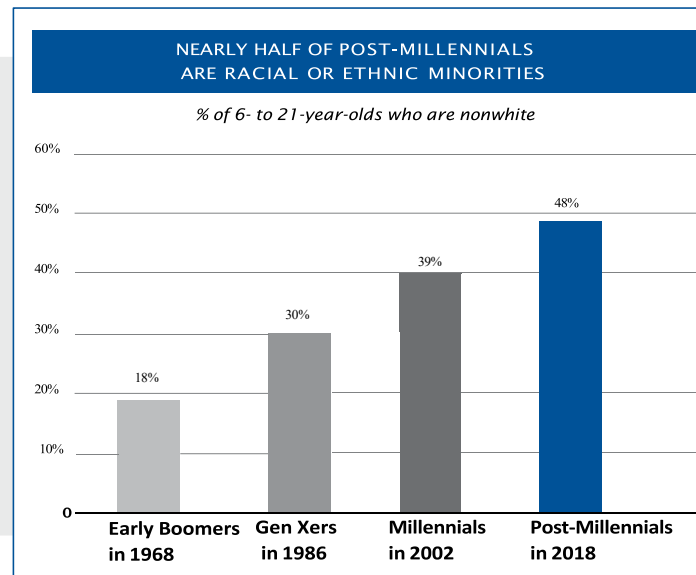
Hire, retain, and develop a workforce that reflects the communities we serve.

2 Workplace

Maintain a workplace that values and leverages differences and similarities.

3 Marketplace

Create value by partnering with diverse suppliers, engaging with the community, and delivering culturally relevant products and services.



Nonwhites include Black people, Hispanic people, people of other races, and those who identify with more than one race.
Source: Pew Research Center Analysis of 1968, 1986, 2002, and 2018 Current Population Survey October Supplement (IPUMS)

Diverse Team Representation

A Place for Everyone

We now have 11 Employee Resource Groups (ERGs) at Aramark, and we encourage all Aramark associates to become involved in one or many of them (or to even start a new ERG for a group that may be underrepresented). Our ERGs are always expanding as our employees become inspired to start new “hubs” or local chapters to facilitate and host events for their teams at their respective locations.



ARAMARK THRIVE

Launched in 2018

Dedicated to the interest of team members who self-identify as having a disability, as well as for caregivers and advocates of those with disabilities, by embracing personal connections to advance awareness and inclusion for people with unique challenges and to provide them and their support network with opportunities to share their stories.

In its inaugural year, Thrive launched a workforce training summer program with Aramark for athletes of the Special Olympics. National partners include Rethink and Disability:IN. In part because of Thrive’s efforts, Aramark consistently receives a top score of 100 on Disability:IN’s Disability Equality Index (DEI), with distinction as a Best Place to Work.



ARAMARK NOURISH

Launched in 2012

Provides a forum for dietitians and affiliates from different business units, geographies, experience levels, and job functions to connect, communicate, and collaborate. The power of Aramark’s 750-plus dietitians sharing specialized knowledge and experiences, and supporting other Aramark dietitians outside of day-to-day job responsibilities, drives a more engaged, mutually supported, and connected team.

The Aramark Dietitians ERG partners with our culinary teams to ensure nutritious meals for our clients and customers. Annually, they support the Food & Nutrition Conference & Expo and host a reception showcasing innovative food offerings developed by Aramark associates across the country.



ARAMARK PRIDE

Launched in 2012

Fosters an open, inclusive environment where associates who identify as lesbian, gay, bisexual, transgender, queer, or questioning (LGBTQ), and their allies, are fully engaged to achieve organizational goals and enhance professional growth.

PRIDE has been pivotal to ensure Aramark is making positive change for the LGBTQ community both inside and outside the organization. The active work of PRIDE supports Aramark’s continued participation in the Human Rights Campaign’s Corporate Equality Index, in which we’ve consistently received a 100% score. PRIDE’s national partners also include PFLAG and Out & Equal.

In 2017, PRIDE helped create and implement our Workplace Gender Transition Guidelines, providing direction related to needs of an individual who is transitioning within the workplace. In 2019, PRIDE led the charge for Aramark’s signing of the Title VII amicus brief, which supports that “no one should be passed over for a job, paid less, fired, or subject to harassment” due to sexual orientation or gender identity.



ARAMARK YOUNG PROFESSIONALS

Launched in 2012

Provides access on a local level to in-person networking, events and activities, development opportunities, and educational knowledge to help young professionals with career and personal growth.

Aramark’s Young Professionals (AYP) has one of the largest ERG networks, with more than 20 active hubs throughout the U.S., and holds a special connection to our Accelerate to Leadership (A2L) early-talent management program.



ARAMARK SALUTE

Launched in 2014

Supports us in attracting, appreciating, and retaining veterans and their families; offers mentoring programs and networking opportunities for military members and veterans who have built their careers around serving others; and fosters the innate connection that exists among veterans.

Salute focuses on veteran appreciation, both within and outside the company. This ERG also partners on a national and local level with the Travis Manion Foundation, and with the Aramark talent acquisition team to support Hiring Our Heroes. Annually, members of hub locations across the U.S. lay wreaths at local cemeteries as part of Wreaths Across America.



LEADERS AND EMPLOYEES OF AFRICAN DESCENT (LEAD)

Launched in 2018

Dedicated to the interest of associates who self-identify as Black, African American, West Indian, or of African descent, to cultivate Black leaders, support our communities, and push innovation in the service industry.

LEAD bolsters talent acquisition by working with the National Black MBA Association. The group also offers mentoring by Aramark senior leaders through panel discussions and sponsoring employee attendance at the Executive Leadership Council's Mid-Level Managers' Symposium and Gala. On a national level, LEAD partners with the National Urban League.



ARAMARK IMPACTO

Launched in 2015

Focuses on building a multicultural workforce and inclusive workplace for our Hispanic/Latino employees, creating awareness of the Hispanic marketplace and leveraging the insights of the fastest growing demographic in the U.S. to influence business growth and consumer engagement.

Impacto has created a committee to assist with English-to-Spanish translation services for Aramark's businesses and partners, and collaborated with Aramark's culinary team to create our authentic Mi Comida menu. Thirty associates who embody the mission, vision, and values of Impacto are recognized during Hispanic Heritage Month. Impacto also works with Congreso on community-focused initiatives such as school supplies drives and job skills development workshops.



ARAMARK EMPOWER

Launched in 2011

Promotes career development, networking, and mentoring for women and men across the company. This group accelerates the advancement of women by sharing information, best practices, education, and experiences; enhances their professional growth by providing information on coaching, career paths, flexibility, and role models; and improves our ability to attract, develop, and retain diverse women.

National partners include Catalyst and the Women's Foodservice Forum (WFF). Annually, more than 130 Aramark associates attend the WFF National Conference, while many associates attend local leadership development workshops. EMPOWER also hosts an annual symposium to promote EMPOWER's mission and member networking.



ARAMARK RISING SUN

Launched in 2015

Builds and leverages a vibrant workplace inclusive of Indigenous peoples through the recruitment and development of Indigenous employees and optimization of Indigenous culture, community, and resources within Aramark.

Our first ERG launched outside the U.S., Rising Sun started in Canada to help associates feel safe to disclose their heritages, while raising awareness about Indigenous cultures. Because of the work of Rising Sun, we have been recognized as Gold Level for Progressive Aboriginal Relations and the Canadian Council for Aboriginal Business.



ARAMARK SYNERGY

Launched in 2020

Synergy is an interfaith ERG—inclusive of all belief systems—seeking to create understanding around how faith, religion, and spirituality (or lack thereof) impacts the way our team members, customers, and clients engage with work and Aramark. It also serves as a community to connect individuals from various faiths, promote dialogue, and identify ways we can create more inclusive environments, and a more inclusive organization, for individuals with differing belief systems.

Because 65% of Americans say that religion and spirituality is an important part of daily life, Synergy offers a space for individuals to create and receive a better understanding of one another, as well as a valuable understanding of the needs of our teams, clients, and customers.

Supplier Diversity

Small Businesses, Substantial Steps Forward

Aramark is committed to the utilization of small businesses and businesses owned and operated by minorities, women, and other diverse populations. This commitment is a key ingredient to the formation of strategic relationships that provide value to our clients. Moreover, we know that building a network of diverse suppliers supports our mission of doing great things for our people, our partners, our communities, and our planet. Accordingly, supplier diversity is not only a key diversity, equity, and inclusion initiative for Aramark, it is a business imperative that delivers success for our clients, consumers, and the communities in which we serve.

At Aramark, we understand that each client is different, and that flexibility is key. That is why we take a customized approach to our supplier diversity efforts for each client, adjusting to meet the needs of the numerous business categories and geographic areas in which we serve.

We have a centralized, enterprise-wide program focused on identifying appropriate diverse suppliers and ensuring compliance with our clients' expectations. If awarded the contract, Aramark can work with you to develop a mutually acceptable plan that makes the best use of regional and local resources, including diverse suppliers, depending on specific client needs and the availability of certified diverse suppliers.

“

WE BELIEVE OUR SUPPLIER BASE SHOULD REFLECT THE DIVERSITY OF OUR EMPLOYEES, CLIENTS, AND CUSTOMERS. PARTNERING WITH LOCAL, SMALL, AND DIVERSE SUPPLIERS DRIVES ECONOMIC IMPACT, DELIVERS VALUABLE INSIGHT INTO LOCAL MARKET TRENDS, AND HELPS US SUPPLY PRODUCTS AND SERVICES THAT ARE CULTURALLY RELEVANT FOR OUR CONSUMERS.

”

—Autumn Bayles,
Aramark Vice President
of Global Supply Chain



How will Aramark incorporate MWBEs certified by the City & County of Denver? How will the City & County of Denver's MWBE certification be incorporated by Aramark? How does Aramark assist with prompt payment to its subs?

SHAPING THE MARKET WITH STRATEGIC PARTNERSHIPS

As part of Aramark's commitment to meet 30% MWBE participation goal Aramark will identify and engage with City of Denver certified MWBE suppliers to assist in meeting this goal. The 30% participation goal will be met with the use of both the City of Denver certified suppliers and subcontractors.

In 2020 Aramark announced a partnership with Certify My Company, which provides assistance to MWBE business owners by guiding them through the comprehensive certification process. Aramark's number one goal is to optimize MWBE utilization where appropriate.

We also sponsor Centers of Excellence (COE) programs through regional affiliates of the National Minority Supplier Development Council, such as the Eastern Minority Supplier Development Council (EMSDC), which certify and match minority-owned businesses with local member corporations. The COE programs promote supplier diversity best practices, encourage knowledge-sharing and procurement opportunities for minority businesses of all sizes, and provide Aramark team members—specifically those in Aramark's ERGs—with opportunities to mentor emerging minority business enterprises.

DEMONSTRATING OUR COMMITMENT TO SUPPLIER DIVERSITY

Increased Spending	In the U.S., Aramark's annual spend with small businesses and diverse suppliers exceeded \$727 million in FY2022, including approximately \$394 million with minority-/woman-owned business enterprises (MWBEs). We are committed to increasing overall spend with small and diverse suppliers to 25% by 2025.
Spend Analysis Process	Aramark tracks 18 small and diverse-owned business categories as part of our comprehensive spend analysis process, including minority, women, veteran, LGBTQ, native Alaskan, and disabled.
Suppliers, Subcontractors, and MWBEs	Aramark has close to 5,000 relationships with small businesses and other diverse suppliers or subcontractors, including 1,541 supplier relationships with MWBEs across the enterprise. In order to meet our 30% participation goal, when necessary Aramark will solicit firms within B2G that are certified in the scope of services required. In the event the firm is not selected Aramark will debrief the MWBE and provide written notification that will be kept on file.
Diverse Supplier Outreach	To support our diverse supplier outreach and engagement efforts, Aramark is a corporate member of the National Minority Supplier Development Council (NSMDC), Women's Business Enterprise National Council (WBENC), National LGBT Chamber of Commerce (NGLCC), and Disability:IN.

Aramark's Commitment to Supplier Diversity

- Aramark has close to 5,000 relationships with small businesses and other diverse suppliers or subcontractors, including 1,541 supplier relationships with MWBEs across the enterprise.
- To support our diverse supplier outreach and engagement efforts, Aramark is a corporate member of the National Minority Supplier Development Council (NSMDC), Women's Business Enterprise National Council (WBENC), National LGBT Chamber of Commerce (NGLCC), and Disability:IN.
- Aramark also tracks 18 small and diverse owned business categories as part of our comprehensive spend analysis process, including minority, women, veteran, LGBTQ, native Alaskan, and disabled.
- In the U.S., Aramark's annual spend with small businesses and diverse suppliers exceeded \$727 million in FY2022, including approximately, \$394 million with MWBEs.
- \$1.2 billion economic impact attributed to Aramark Supplier Diversity program in FY22
 - 6,894 jobs supported through Aramark supplier diversity spend
 - \$340.4 million in income earned by suppliers and business in Aramark supply chain
 - \$332.1 million in taxes generated due to the local economic activity

E. Communication and Proposer Management. Describe the communication strategies and assistance Proposer is and will use with MWBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.

We have been working with City of Denver certified MWBE companies within the last five plus years, and we have learned that communicating from day one is important to make sure both parties are fully aware that this is a partnership between Aramark and the City of Denver certified MWBE company. We also make sure that they know that Aramark is here to help support them in every aspect of the process to ensure everyone is successful. During the contracting phase, Aramark will assign a specific representative from our DSBO department that will focus on helping the City of Denver certified MWBE partner through the contract phase. We understand contracts with larger organizations can be overwhelming, so corporate support for them if needed is vital, and will be communicated to them right out of the gate. During the onboarding process for operational tasks and training, biweekly calls will be held between the managers of both partners to start working through the logistics. All trainings and operational plans will be discussed together to ensure all staff receives the same training. Aramark will take the lead on training all staff, but would encourage our City of Denver certified MWBE partner to help create the training and also partner with our HR team to conduct parts of the training to help build their skills. We also understand that the administrative side of a contract this size can be overwhelming, so our on-site admin team in Denver will partner with the City of Denver certified MWBE to help them in areas such as prevailing wage, LCP Tracker, payroll, etc. Our admin team will be available at all times and will hold a monthly call with all parties to discuss progress, questions, and challenges. Communication is key to making these partnerships successful. Aramark leadership is committed to ensuring that teams have regular check-in calls and/or meetings, as well as Quarterly Business Reviews to discuss higher level items, innovation, improvements and any other topics that may need to be addressed. Additionally, Aramark will :

- Work with each City of Denver certified MWBE partner with the goal of 100% compliance as identified in the ordinance.
- Ensure City of Denver certified MWBE partners are paid within 30 days according to the prompt pay section of the ordinance.
- Collaborate with the DSBO in the event termination or substitutions of City of Denver certified MWBE partners is required.

Ongoing Education & Engagement

We consistently seek out new and effective ways to improve our MWBE hiring processes, training, and succession planning. Each year, employees receive training around a new, relevant diversity topic. An executive mentoring program offers a variety of mentoring resources and opportunities for engagement with senior leaders.

We partner with approximately 30 external organizations on workplace diversity initiatives, such as:

- DiversityInc
- Disability:IN
- Urban League of Philadelphia
- Travis Manion Foundation
- Parents and Friends of Lesbians and Gays (PFLAG)
- Women's Foodservice Forum
- Catalyst





Corporate Sustainability

Through our corporate sustainability platform, we create positive experiences and environments that enable employees and clients to thrive. The four pillars of this platform are:



EMPLOYEE ADVOCACY

We treat all employees with respect and dignity always. Commitment to employee success ensures safety for DEN's employees, staff, and visitors. Training, development, wages, and benefits are continually reviewed and decided upon with employees in mind.



ENVIRONMENTAL STEWARDSHIP

Respecting and improving the environment is paramount. We are committed to refining food purchasing, supply chain, waste-stream management, transportation, building operations, and water conservation with sustainability in mind.



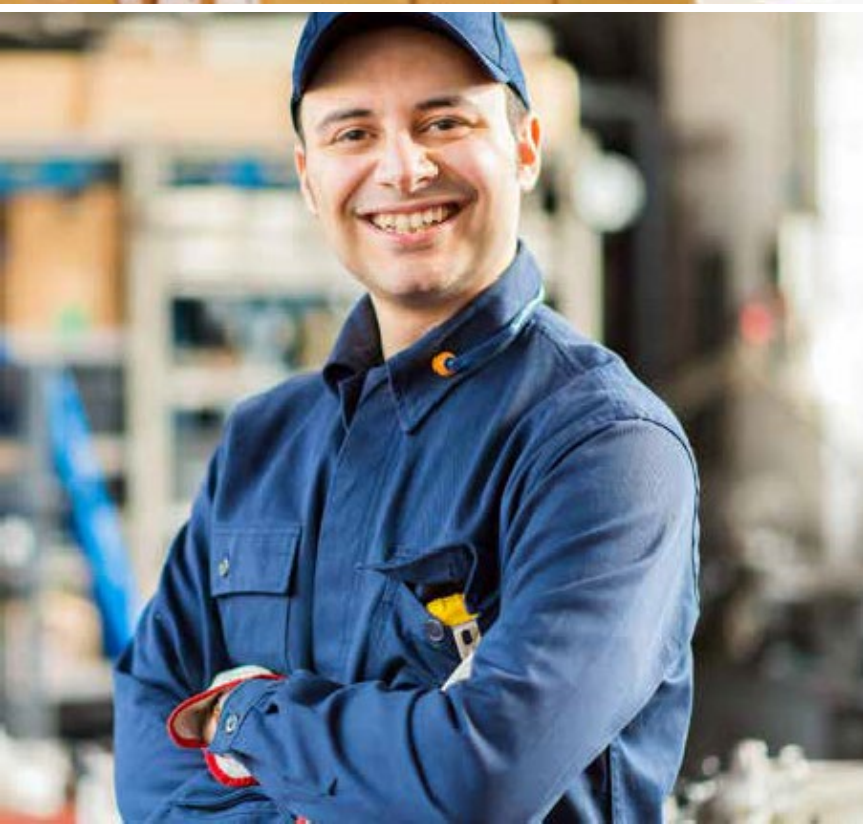
HEALTH AND WELLNESS

Health and wellness are top priorities. Thanks to innovation, consumer outreach, research, and public policy, we offer the best tools and support to ensure employees achieve and maintain optimal well-being.



COMMUNITY INVOLVEMENT

Every day, our 274,000 employees worldwide do great things through our business and community activities. As an inclusive leader for community programs and partnerships, we serve philanthropies through employee volunteers and community response.



Cultivating Your Employees' Talents for Unlimited Potentials

Fair Compensation Attracts and Retains the Right Talent

Earning potential with a competitive wage rate that responds aggressively to economic conditions will allow us to attract premier candidates for DEN's one best team. An employee's continued contribution is recognized through a salary increase within established ranges, which entices the right talent to stay.

Each employee is paid based on individual performance and contribution to the accomplishment of company goals without regard to age, color, gender, sexual orientation, national origin, physical handicap, race, or religion.

THREE TYPES OF SALARY GROWTH:



Merit

Directly relates to an employee's performance, overall contribution to the company, and relative position within the assigned salary range.



Promotional

An increase that aligns with the move to a higher grade level.



Adjustment

Changes for reasons other than merit and promotion. Often made for internal or external equity.



Benefits That Boost Your Applicant Pool

Critical to employee engagement, our benefits promote health and wellness in all aspects of life through support, services, and resources.

Below is a glimpse at a few of our benefits.

- Medical, prescription drug, dental, and vision coverage
- Basic life insurance
- Disability coverage
- Flexible Spending Account (FSA) and Health Savings Account (HSA)
- Employee Assistance Plan (EAP)
- Retirement plan (401[k])





InStride—Aramark's Frontline Education Program

We recently introduced the Aramark Frontline Education Program, which makes it easier for our front-line associates to earn college degrees. This groundbreaking program allows eligible hourly associates in the U.S. to receive full tuition coverage through our partnership with **InStride**, the first global learning services enterprise designed specifically to connect prominent employers to leading universities. Your eligible employees will be able to earn their degrees from **Arizona State University**, one of the best online degree programs in the country.



**"WE ARE THRILLED TO
PARTNER WITH ARAMARK
AND EXCITED TO OFFER
EMPLOYEES THE OPPORTUNITY
TO PURSUE DREAMS WITH
LIFE-CHANGING, DEBT-FREE
DEGREES FROM SOME OF THE
BEST UNIVERSITIES."**

— VIVEK SHARMA, CEO OF INSTRIDE

F. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both businesses and communities that they serve. Describe times when Proposer has been successful in promoting the participation of MWBE businesses and/or any assistance provided to the MWBE businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentorprotégé programs, prompt payment, workforce expansion, innovative and successful partnering with an MWBE firm (i.e., joint venture, performing as a subcontractor to an MWBE etc.), technical assistance, access to capital platforms and community outreach.

In the Denver area, we currently partner with three City of Denver certified MWBE companies (KG Facility Solutions, MY Unified, and All Star Staffing LLC) and have partnered with two additional City of Denver certified MWBE companies in the past. We have been able to help our partners with most of these items. Over the past five years, one of our partners has been key in helping us staff facilities as it grew its business in the Denver metro area. When we onboarded this vendor, it was a very small company seeking growth and asked for our assistance. Once onboarded, it supported multiple Aramark accounts in the area as we mentored it on different City processes, auditor requirements, contracting, setting up LCP Tracker, and other business areas where it needed support. In addition, we agreed to take on the payroll expense of the staff members it hired to exclusively work on City contract-related payroll and certified payroll reporting. Over the years, it has been able to grow and use Aramark as a reference for growth into other areas, and its annual revenue has increased to a point where it is no longer considered a small business. A couple of our other partners have struggled more around contracting and payment terms. Providing assistance from different Aramark teams, both locally and from the corporate office, we have been able to work with these companies to not only help walk them through the process on contracting, but also provide coaching and support at no additional cost. Payment terms are also something that challenged these partners, and we were able to come up with strategic ways to ensure prompt payment so they feel comfortable making their payroll every week. Finally, we were recently awarded a contract with the National Western Center, and due to some very specific requests for this event center, we have partnered with community groups to help find additional City of Denver MWBE businesses in the area. We are in the beginning stages of working with a recently City of Denver certified MWBE company that has a staff of six people and is looking to grow. Our team will work side by side with this owner to help it through every aspect of the process to ensure its successful.

Aramark is committed to diversity, equity, and inclusion. Our Executive Diversity Council provides strategic focus and direction to advance diversity, equity, and inclusion among our employees, client partners, customers, supplier partners, and communities.

Aramark is committed to increasing representation of women, racial and ethnic minorities, individuals with disabilities, veterans, and active service members. Targets are reported to the Aramark Board of Directors and driven by our leadership team members.

Following the establishment of an Executive Diversity Council in 2020, Aramark has made progress on diversity, equity, and inclusion. The company conducted a thorough assessment of our current state and created teams to help attract and recruit diverse talent, grow and develop our people, and ensure a culture of accountability. Aramark has exceeded our gender parity goals for direct reports to CEO John Zillmer (55% are women and nonbinary people) and reports that 32.3% of salaried managers/employees are people of color.

We also added the role of chief diversity and sustainability officer to lead all global diversity, equity, and inclusion efforts. This includes oversight of the strategy and governance of Aramark's Be Well. Do Well. sustainability plan, which is focused on positively impacting people and the planet for generations to come.

Additionally, Aramark continually evaluates our selection process and makes a good-faith effort to select people according to skills, abilities, and qualifications. Our Diversity Leadership Council promotes our diversity initiatives and practices. Personnel involved in the recruiting, screening, selection, and related processes are carefully selected and trained.

Promotional opportunities are posted internally. Written position descriptions, where used, are regularly reviewed to ensure that they accurately reflect the functions of the positions. Where written descriptions exist, they are made available to all members of management involved in making employment decisions. An approved position summary is provided to recruitment sources when their assistance is sought to fill open positions.



G. Proposer's Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities,

2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and

3) expectations of valuing and actively collaborating through partnerships with subcontractors/subconsultants.

EXCELLENT SERVICE STARTS WITH EXCELLENT PEOPLE

We know a facilities program is only as good as its team on the ground. To ensure DEN achieves optimal operations, our team provides:

The right talent

The best training

Unsurpassed resources

Competitive compensation

Employee engagement

Recognition

Attract and Retain the Best and Brightest

Our partnership will make it easy for DEN to attract, retain, and manage a successful facilities team. With an abundance of resources dedicated to employee training, engagement, and satisfaction, employees remain dedicated to service excellence. By hiring innovative, collaborative, and ambitious team players from the start, Aramark will ensure each employee is an integral part of your community.



OUR PLEDGE TO YOU:

YOUR ONE BEST TEAM
WILL DEVELOP BOTH
PROFESSIONALLY
AND PERSONALLY TO
PROVIDE THE HIGHEST
LEVEL OF SERVICE
AND OPERATIONAL
EXCELLENCE.



Sourcing and Supporting Your Best Team



RECRUIT TALENT:

A thorough interview process identifies “can-do” attitudes needed in managers. We work hard to recruit and retain the best talent that aligns with your goals.



DRIVE DEVELOPMENT:

We place managers in positions that allow them to leverage their existing skill sets while acquiring new ones. Our annual performance management tool provides formal feedback and guidance, including milestones needed to reach next-level performance.



HOME IN ON GOALS:

Through weekly management meetings and regular training seminars, managers at all levels develop technical and leadership skills. We ensure that all employees understand DEN’s goals as well as their own, which strengthens the partnership.



GROW WITH A MENTOR:

An active mentoring program provides managers with the support to navigate everyday issues and career goals. By pairing each manager with a more experienced counterpart (either within or outside of the local account team), we create an environment that stimulates growth.

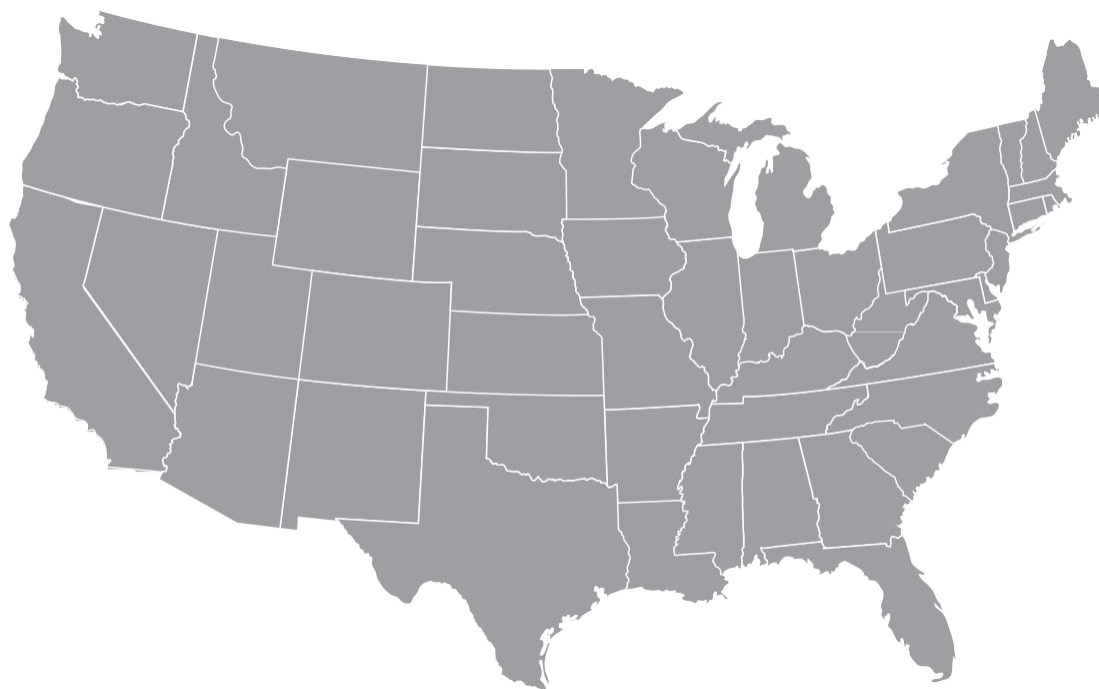


The Process in Action:

In 2016, Keona Brown was hired as a custodial worker. She embraced her position and exceeded expectations by always assisting her co-workers and training new employees in sanitation and janitorial work. By January 2018, Keona was promoted to team lead before becoming supervisor at McCormick Spice Co. Due to her outstanding work ethic and her passion for the job, she developed partnerships with key McCormick leaders and consistently surpassed high expectations. In February 2020, Keona was promoted to associate manager and continues to provide excellent service.

Hiring Practices to Enhance Your Success

The key to success is no big secret—we simply select the most qualified managers and front-line staff from both current and new talent. DEN's long-term success will be achieved with productive employees who enjoy their roles and seek improvement opportunities. Developing your one best team begins with onboarding new talent using defined hiring practices. With more than 1,300 facilities management accounts, we have a large cadre of facilities professionals from which to select prospective management candidates.



ELEVATED RECRUITING STRATEGIES

Five key recruiting strategies set us ahead of the talent acquisition competition:

- Elevated recruiting
- Early-talent campus recruiting
- Investing in technology
- Reimagining the recruitment process
- Recruitment marketing (artificial intelligence)

Recruitment occurs through various resources such as leading colleges and universities, top facilities management programs, engineering schools, professional and student organizations, and current entry-level talent.

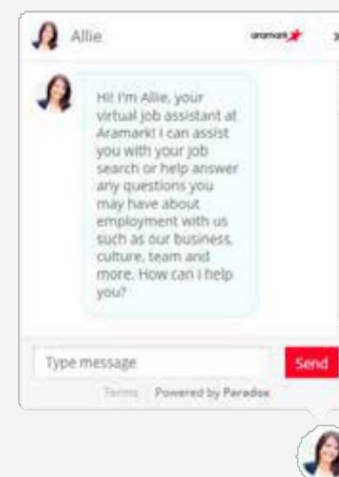
HOW WE ATTRACT THE BEST TALENT

- Position ourselves as the employer of choice.
- Create a career website with attractive and motivating content.
- Post content on social media that showcases employee value proposition and engages passive talent with compelling stories and smart targeting.
- Advertise on job boards to maximize candidate flow and minimize costs.
- Pilot niche job boards to attract specialized talent.
- Provide candidates with unparalleled experiences using AI chat and CRM technologies that deliver unlimited availability for screenings, interviews, scheduling, and candidate care.

TALENT ACQUISITION TECHNOLOGY

We carefully select and screen employees using the following two processes:

- Allie, our AI recruiting assistant, generates applications faster via chat and text messages. Allie also taps into a recruiter's calendar for automated candidate scheduling (like OpenTable dinner reservations). This technology is trained to answer hundreds of questions about our culture, benefits, and more.
- Infor Talent Science Assessment allows us to compare the characteristics of each hourly candidate against the attributes of our service stars.



Recruiting the Right Talent for the Best Results

MANAGEMENT RECRUITING

Located at Aramark's global headquarters in Philadelphia, our dedicated team recruits for salaried management positions by directly contacting the best active and passive candidates. In addition to recruiting new talent, our Talent Management System continuously surfaces internal talent who fit the criteria for open positions based on leadership skills, abilities, and experience.

CAMPUS RECRUITING

Accelerate to Leadership Program

A2L is a year-long management training program designed to accelerate the orientation of new college hires by providing rotational opportunities in operational, functional, and leadership roles. Since its inception in 2014, the program has hired 1,020 college graduates with 64% diversity. Graduates are a pipeline of top talent to support many of our clients long-term.

The Step Up to Leadership Program

S2L is a paid internship program designed to help students expand their knowledge of our operations, businesses, and leadership opportunities with hands-on experiences. Many interns go on to have successful careers with clients across the globe.

**WE FOCUS ON HIRING FROM OUR
PARTNER SCHOOLS, SUCH AS:**



MORE THAN
12,000 student employees
AND MANAGERS FROM OUR
PARTNER COLLEGES AND UNIVERSITIES
ARE GAINING INCOME, MEANINGFUL
WORK EXPERIENCE, AND EXCITING
CAREER GROWTH OPPORTUNITIES
WITH ARAMARK.

EACH YEAR, 800 A2L AND S2L
CANDIDATES ARE HIRED EXCLUSIVELY
FROM OUR PARTNER UNIVERSITIES.

SCREENING AND HIRING TALENT WITH SAFETY AT THE FOREFRONT



Background Checks

With approximately 274,000 employees worldwide, Aramark is committed to hiring the most qualified individuals and maintaining a safe and productive work environment for all.

To that end, Aramark requires all conditional hires to undergo post-offer background checks. Aramark reserves the right to conduct background checks on current employees as business and safety/security needs dictate, in accordance with all applicable laws and any applicable collective bargaining agreements.

Aramark reserves the right to modify or change aspects of our process to ensure compliance with applicable law.

I. Aramark's Standard Background Check Process

As part of the process of reviewing an individual's qualifications and determining suitability for a position, Aramark requires that conditional hires undergo post-offer background checks. These screenings, at a minimum, include criminal history and sex offender registry checks, checks against certain governmental databases and a past address search. Aramark may also require current employees who are transferred or promoted to undergo additional background checks as permitted or required by law. The specific background checks required are based upon the position and its associated risk factors, location of the work, legal requirements, or additional screenings required by client contract.

Aramark complies with all applicable federal, state, and local laws regarding background checks. When reviewing background check results for employment purposes, all appropriate factors are considered, including those required by applicable law. Aramark does not discriminate on the basis of criminal history, credit history, or any other prohibited factors.

A. SEVEN-YEAR PERIOD LOOK-BACK

When a criminal background check is conducted, Aramark obtains information regarding the conditional hire or current employee's criminal history extending back seven years, where legally permissible. Aramark typically seeks an individual's prior seven years of addresses based upon residence in order to conduct the background check.

B. SCOPE OF ARAMARK'S CORPORATE MINIMUM BACKGROUND CHECK SEARCH

Aramark uses our third-party vendor to complete searches of criminal history records on all candidates to whom a conditional offer of employment has been extended. As part of our baseline criminal history search, Aramark conducts the following background checks:

- Criminal history check—national, state, and/or county-based search depending on the specific jurisdiction
- National and state-based sex offender registry search
- Global Watchlist Records Search (a national/federal and state-based disciplinary search that includes the OIG List of Excluded Individuals, GSA Excluded Party List, FBI Most Wanted Terrorist List, and the Department of State Foreign Terrorists and Terrorist Organizations List, among other databases)
- Past address search
- Social Security Number validation

C. INDIVIDUALIZED ASSESSMENT OF CRIMINAL HISTORY

Aramark's centralized adjudication team conducts an individualized assessment of the background check results by considering all relevant information before a final employment decision is made. The adjudication team considers the specific job requirements of the position sought, client population (e.g., minors, students, patients, or other vulnerable populations), the nature and gravity of the offense, the time passed since the offense and any judicial oversight, age at the time of the offense, the nature of the job held or sought and job relatedness of the particular offense, rehabilitative efforts, employment history before and after the most recent conviction, brand and/or reputational risk, and any other factors required by law. As part of the individualized assessment, Aramark assesses the risk that the individual may pose to Aramark, our clients, employees, and customers/patrons.

A final employment decision is made only after the adjudication team has reviewed and analyzed the information and considered all relevant factors, including consultation with the individual where necessary. In reaching our decision, Aramark abides by the requirements of the federal Fair Credit and Reporting Act, and any state and/or local requirements.

II. Additional Screenings

Additional job-specific background checks may be required of conditional hires, including drug testing, credit checks in limited circumstances, motor vehicle records checks, and employment and/or educational verifications. These additional checks may depend, in part, on legal requirements and best practices. Aramark complies with all applicable federal, state, and local laws regarding pre-employment screenings.

III. Background Check Process for Temporary and Contingent Labor

Aramark requires that temporary and contingent labor receive background checks prior to placement at an Aramark client location. Providers of temporary and contingent labor are required to conduct background checks consistent with Aramark's standards for Aramark's employees.

IV. Summary

Aramark is committed to hiring the most qualified employees and ensuring that our assets, and those of our clients, are protected, and that a safe working environment is maintained. The Aramark background check process equips our hiring managers, human resources professionals, and the adjudication team with the tools necessary to achieve these critical goals.

Questions regarding Aramark's background check process may be directed to your Aramark contact and/or Aramark's adjudication team.

DRUG POLICY AND TESTING

All Aramark employees receive a copy of our drug policy with their application and employee handbooks during orientation. We believe that employee involvement with intoxicants or illegal drugs has an adverse impact on the work environment and job performance, undermining client confidence in our service. Where applicable, employees will be subject to testing for drugs and alcohol prior to assignment and periodically thereafter. Failure to submit to testing, cheating on a test, or failure to pass testing may result in disciplinary action up to and including termination.

ELECTRONIC FORM I-9/E-VERIFY

Pursuant to the Immigration Reform and Control Act of 1986, the purpose of employment eligibility verification, commonly referred to as the form I-9, documents that each new employee hired after November 6, 1986, is authorized to work in the United States.

To simplify the process, we have implemented an electronic form I-9 solution called I-9 Express to create and retain forms I-9 for all new hires and rehires, as well as report on form I-9 compliance. This electronic process generates and maintains forms electronically, complete with electronic signatures, and then automatically submits the form I-9 information linked to the government's E-Verify system, which uses the information from the form I-9 to electronically verify the identity and work authorization of newly hired employees.

FAIR EMPLOYMENT PRACTICES

We continually evaluate our selection process and make a fair effort to select people according to their skills, abilities, and qualifications. Our Executive Diversity Council will provide diversity, equity, and inclusion initiatives among employees, clients, customers, suppliers, and communities. Our efforts to recruit minorities includes the support, of national, regional, and local associations promoting these practices.

Our corporate policy regarding equal employment opportunity is as follows:

We will recruit, select, train, promote, transfer, and release people without regard to race, color, religion, national origin, disability, Vietnam-era veteran status, age, or sex, except where sex or age is a bona fide occupational qualification. In addition, we will ensure that all other personnel actions, such as compensation, benefits, layoff, return from layoff, company-sponsored training, education, tuition assistance, and social and recreational programs, are administered without regard to race, color, religion, national origin, disability, Vietnam-era veteran status, age, or sex.

Sexual harassment, unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature will not be tolerated under any circumstances. This includes any conduct that has the purpose or effect of unreasonably interfering in the individual's work performance or creating an intimidating, hostile, or offensive work environment, or when submission to such conduct is made either explicitly or implicitly a condition of an individual's employment or is used as the basis for employment decisions affecting such individuals.

EMPLOYEE POLICIES

Employee Handbook

Our employee handbook will detail our corporate policies addressing employee cleanliness, health, sickness, sexual harassment, and use of drugs and alcohol, in addition to policies specific to your campus.

Progressive Discipline

It is the policy of Aramark to treat all employee performance and discipline problems in a fair and consistent manner. Except for most serious cases, each employee will be notified of the incorrect behavior and given an opportunity to correct the problem. Prior to beginning formal progressive discipline, it is generally our practice to offer coaching and counseling to the employee, which is consistent with our general philosophy that any discipline is intended to be corrective in nature and to prevent any further occurrences. However, in some circumstances, due to the seriousness of the infraction, it may be appropriate to skip to a final written warning and possibly terminate immediately.

In most cases, we follow progressive discipline, which generally follows these four steps:

- Verbal counseling (documented)
- Written warning
- Final written warning
- Termination

To support the consistency of this process and our team, all managers and supervisors are required to advise their human resources representative at the onset of any formal disciplinary process. Additional information on our progressive disciplinary process can be found in the employee handbook, which is reviewed with all employees upon hire and an acknowledgment signature of the review is recorded.



High-Performers **Want to Be on Our Team**

REWARD AND RECOGNIZE TO INCREASE RETENTION

Great Work Deserves to Be Noticed!

Recognition is essential to engage, enable, and retain talented employees. When employees go above and beyond their daily responsibilities, productivity, and customer satisfaction increase. DEN's employees deserve to be recognized for their dedication and achievement. That's where our Encore! Encore! program comes in.



Recognition Program

Appreciating employees encourages a culture that applauds great work and results. Through this program, tremendous contributions can be rewarded.

The three key components:

Notice Efforts

Thank You
Spot Awards

Reward Results

Achievement Awards

Celebrate Milestones

Employee Appreciation Day
Milestones Awards

	DESCRIPTION	REWARDS
NOTICE EFFORTS	 THANK YOU Everyday appreciation for a job well done	Printed thank-you cards, e-cards, or e-buttons
	 SPOT AWARDS Recognition for work above and beyond daily tasks	Associate's choice of gift from online catalog
	 ANNUAL ASSOCIATE APPRECIATION DAY Celebrates associates' loyalty and thanks them for their contributions	Individual workplace celebrations
REWARD	 ACHIEVEMENT AWARDS Recognize significant achievement in safety, customer service, community, innovation, wellness, etc.	Associates earn points toward gifts they choose from an online catalog
MILESTONES	 MILESTONE AWARDS Celebrate career milestones (service awards) in five-year increments and personal milestones (birthdays, anniversaries, graduations, onboarding, etc.)	Associate's choice of gift from online catalog





CELEBRATING DIVERSITY, EQUITY, AND SUSTAINABILITY

Today's population is more ethnically diverse than ever before—bringing fresh ideas, insights, and viewpoints to all aspects of life, learning, and work. So our vision is to engage a diverse workforce and enable an inclusive workplace to drive the innovation and sustainable competitive advantages that ultimately benefit our partner campuses.

We constantly strive to be a company where the best people want to work, employing 274,000 people from all around the world. Our workforce's individual and unique backgrounds, experiences, and perspectives allow us to effectively connect internally with our teams and externally with DEN.



ARAMARK'S WORKFORCE IS

56%

WOMEN

57%

RACIALLY/
ETHNICALLY
DIVERSE

Our Approach to Diversity Is Centered on

THREE STRATEGIC AREAS

Our holistic approach to global diversity, equity, and inclusion is both a business and a people strategy. Building an inclusive culture is the right thing to do, and it delivers a competitive advantage. Diversity—of gender, background, age, race, ethnicity, military status, sexual orientation, perspectives, and abilities—is critical to our mutual success. So we thread our diversity priorities around the areas where we can have the greatest impact.

1 Workforce

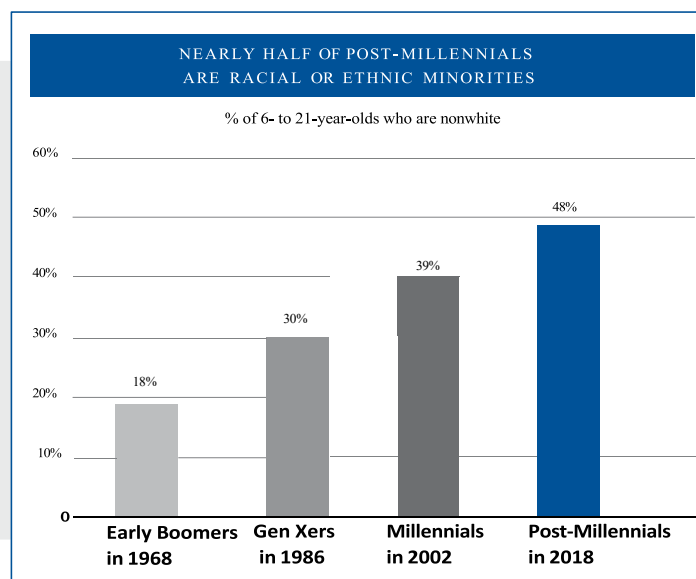
Hire, retain, and develop a workforce that reflects the communities we serve.

2 Workplace

Maintain a workplace that values and leverages differences and similarities.

3 Marketplace

Create value by partnering with diverse suppliers, engaging with the community, and delivering culturally relevant products and services.



Nonwhites include Black people, Hispanic people, people of other races, and those who identify with more than one race.

Source: Pew Research Center Analysis of 1968, 1986, 2002, and 2018 Current Population Survey October Supplement (IPUMS)

Diverse Team Representation

A Place for Everyone

We now have 11 Employee Resource Groups (ERGs) at Aramark, and we encourage all Aramark associates to become involved in one or many of them (or to even start a new ERG for a group that may be underrepresented). Our ERGs are always expanding as our employees become inspired to start new “hubs” or local chapters to facilitate and host events for their teams at their respective locations.



ARAMARK THRIVE

Launched in 2018

Dedicated to the interest of team members who self-identify as having a disability, as well as for caregivers and advocates of those with disabilities, by embracing personal connections to advance awareness and inclusion for people with unique challenges and to provide them and their support network with opportunities to share their stories.

In its inaugural year, Thrive launched a workforce training summer program with Aramark for athletes of the Special Olympics. National partners include Rethink and Disability:IN. In part because of Thrive’s efforts, Aramark consistently receives a top score of 100 on Disability:IN’s Disability Equality Index (DEI), with distinction as a Best Place to Work.



ARAMARK DIETITIANS

Launched in 2012

Provides a forum for dietitians and affiliates from different business units, geographies, experience levels, and job functions to connect, communicate, and collaborate. The power of Aramark’s 750-plus dietitians sharing specialized knowledge and experiences, and supporting other Aramark dietitians outside of day-to-day job responsibilities, drives a more engaged, mutually supported, and connected team.

The Aramark Dietitians ERG partners with our culinary teams to ensure nutritious meals for our clients and customers. Annually, they support the Food & Nutrition Conference & Expo and host a reception showcasing innovative food offerings developed by Aramark associates across the country.



ARAMARK PRIDE

Launched in 2012

Fosters an open, inclusive environment where associates who identify as lesbian, gay, bisexual, transgender, queer, or questioning (LGBTQ), and their allies, are fully engaged to achieve organizational goals and enhance professional growth.

PRIDE has been pivotal to ensure Aramark is making positive change for the LGBTQ community both inside and outside the organization. The active work of PRIDE supports Aramark’s continued participation in the Human Rights Campaign’s Corporate Equality Index, in which we’ve consistently received a 100% score. PRIDE’s national partners also include PFLAG and Out & Equal.

In 2017, PRIDE helped create and implement our Workplace Gender Transition Guidelines, providing direction related to needs of an individual who is transitioning within the workplace. In 2019, PRIDE led the charge for Aramark’s signing of the Title VII amicus brief, which supports that “no one should be passed over for a job, paid less, fired, or subject to harassment” due to sexual orientation or gender identity.



ARAMARK YOUNG PROFESSIONALS

Launched in 2012

Provides access on a local level to in-person networking, events and activities, development opportunities, and educational knowledge to help young professionals with career and personal growth.

Aramark’s Young Professionals (AYP) has one of the largest ERG networks, with more than 20 active hubs throughout the U.S., and holds a special connection to our Accelerate to Leadership (A2L) early-talent management program.



ARAMARK SALUTE

Launched in 2014

Supports us in attracting, appreciating, and retaining veterans and their families; offers mentoring programs and networking opportunities for military members and veterans who have built their careers around serving others; and fosters the innate connection that exists among veterans.

Salute focuses on veteran appreciation, both within and outside the company. This ERG also partners on a national and local level with the Travis Manion Foundation, and with the Aramark talent acquisition team to support Hiring Our Heroes. Annually, members of hub locations across the U.S. lay wreaths at local cemeteries as part of Wreaths Across America.



ARAMARK IMPACTO

Launched in 2015

Focuses on building a multicultural workforce and inclusive workplace for our Hispanic/Latino employees, creating awareness of the Hispanic marketplace and leveraging the insights of the fastest growing demographic in the U.S. to influence business growth and consumer engagement.

Impacto has created a committee to assist with English-to-Spanish translation services for Aramark's businesses and partners, and collaborated with Aramark's culinary team to create our authentic Mi Comida menu. Thirty associates who embody the mission, vision, and values of Impacto are recognized during Hispanic Heritage Month. Impacto also works with Congreso on community-focused initiatives such as school supplies drives and job skills development workshops.



ARAMARK RISING SUN

Launched in 2015

Builds and leverages a vibrant workplace inclusive of Indigenous peoples through the recruitment and development of Indigenous employees and optimization of Indigenous culture, community, and resources within Aramark.

Our first ERG launched outside the U.S., Rising Sun started in Canada to help associates feel safe to disclose their heritages, while raising awareness about Indigenous cultures. Because of the work of Rising Sun, we have been recognized as Gold Level for Progressive Aboriginal Relations and the Canadian Council for Aboriginal Business.



LEADERS AND EMPLOYEES OF AFRICAN DESCENT (LEAD)

Launched in 2018

Dedicated to the interest of associates who self-identify as Black, African American, West Indian, or of African descent, to cultivate Black leaders, support our communities, and push innovation in the service industry.

LEAD bolsters talent acquisition by working with the National Black MBA Association. The group also offers mentoring by Aramark senior leaders through panel discussions and sponsoring employee attendance at the Executive Leadership Council's Mid-Level Managers' Symposium and Gala. On a national level, LEAD partners with the National Urban League.



ARAMARK EMPOWER

Launched in 2011

Promotes career development, networking, and mentoring for women and men across the company. This group accelerates the advancement of women by sharing information, best practices, education, and experiences; enhances their professional growth by providing information on coaching, career paths, flexibility, and role models; and improves our ability to attract, develop, and retain diverse women.

National partners include Catalyst and the Women's Foodservice Forum (WFF). Annually, more than 130 Aramark associates attend the WFF National Conference, while many associates attend local leadership development workshops. EMPOWER also hosts an annual symposium to promote EMPOWER's mission and member networking.



ARAMARK SYNERGY

Launched in 2020

Synergy is an interfaith ERG—inclusive of all belief systems—seeking to create understanding around how faith, religion, and spirituality (or lack thereof) impacts the way our team members, customers, and clients engage with work and Aramark. It also serves as a community to connect individuals from various faiths, promote dialogue, and identify ways we can create more inclusive environments, and a more inclusive organization, for individuals with differing belief systems.

Because 65% of Americans say that religion and spirituality is an important part of daily life, Synergy offers a space for individuals to create and receive a better understanding of one another, as well as a valuable understanding of the needs of our teams, clients, and customers.

Ongoing Education & Engagement

We consistently seek out new and effective ways to incorporate diversity into our hiring processes, training, and succession planning. Each year, employees receive training around a new, relevant diversity topic. An executive mentoring program offers a variety of mentoring resources and opportunities for engagement with senior leaders.

We partner with approximately 30 external organizations on workplace diversity initiatives, such as:

- DiversityInc
- Disability:IN
- Urban League of Philadelphia
- Travis Manion Foundation
- Parents and Friends of Lesbians and Gays (PFLAG)
- Women's Foodservice Forum
- Catalyst



Supplier Diversity

Small Businesses, Substantial Steps Forward

Aramark is committed to the utilization of small businesses and businesses owned and operated by minorities, women, and other diverse populations. This commitment is a key ingredient to the formation of strategic relationships that provide value to our clients. Moreover, we know that building a network of diverse suppliers supports our mission of doing great things for our people, our partners, our communities, and our planet. Accordingly, supplier diversity is not only a key diversity, equity, and inclusion initiative for Aramark, it is a business imperative that delivers success for our clients, consumers, and the communities in which we serve.

At Aramark, we understand that each client is different, and that flexibility is key. That is why we take a customized approach to our supplier diversity efforts for each client, adjusting to meet the needs of the numerous business categories and geographic areas in which we serve.

We have a centralized, enterprise-wide program focused on identifying appropriate diverse suppliers and ensuring compliance with our clients' expectations. If awarded the contract, Aramark can work with you to develop a mutually acceptable plan that makes the best use of regional and local resources, including diverse suppliers, depending on specific client needs and the availability of certified diverse suppliers.

“ WE BELIEVE OUR SUPPLIER BASE SHOULD REFLECT THE DIVERSITY OF OUR EMPLOYEES, CLIENTS, AND CUSTOMERS. PARTNERING WITH LOCAL, SMALL, AND DIVERSE SUPPLIERS DRIVES ECONOMIC IMPACT, DELIVERS VALUABLE INSIGHT INTO LOCAL MARKET TRENDS, AND HELPS US SUPPLY PRODUCTS AND SERVICES THAT ARE CULTURALLY RELEVANT FOR OUR CONSUMERS. ”

—Autumn Bayles,
Aramark Vice President
of Global Supply Chain



SHAPING THE MARKET WITH STRATEGIC PARTNERSHIPS

To identify and engage with even more certified suppliers, in 2020 Aramark announced a partnership with Certify My Company, which provides assistance to diverse business owners by guiding them through the comprehensive certification process.

We also sponsor Centers of Excellence (COE) programs through regional affiliates of the National Minority Supplier Development Council, such as the Eastern Minority Supplier Development Council (EMSDC), which certify and match minority-owned businesses with local member corporations. The COE programs promote supplier diversity best practices, encourage knowledge-sharing and procurement opportunities for minority businesses of all sizes, and provide Aramark team members—specifically those in Aramark’s ERGs—with opportunities to mentor emerging minority business enterprises.

DEMONSTRATING OUR COMMITMENT TO SUPPLIER DIVERSITY

Increased Spending	In the U.S., Aramark’s annual spend with small businesses and diverse suppliers exceeded \$727 million in FY2022, including approximately \$394 million with minority-/woman-owned business enterprises (MWBEs). We are committed to increasing overall spend with small and diverse suppliers to 25% by 2025.
Spend Analysis Process	Aramark tracks 18 small and diverse-owned business categories as part of our comprehensive spend analysis process, including minority, women, veteran, LGBTQ, native Alaskan, and disabled.
Suppliers, Subcontractors, and MWBEs	Aramark has close to 5,000 relationships with small businesses and other diverse suppliers or subcontractors, including 1,541 supplier relationships with MWBEs across the enterprise.
Diverse Supplier Outreach	To support our diverse supplier outreach and engagement efforts, Aramark is a corporate member of the National Minority Supplier Development Council (NSMDC), Women’s Business Enterprise National Council (WBENC), National LGBT Chamber of Commerce (NGLCC), and Disability:IN.



Corporate Sustainability

Through our corporate sustainability platform, we create positive experiences and environments that enable employees and clients to thrive. The four pillars of this platform are:



EMPLOYEE ADVOCACY

We treat all employees with respect and dignity always. Commitment to employee success ensures safety for DEN's employees, staff, and visitors. Training, development, wages, and benefits are continually reviewed and decided upon with employees in mind.



ENVIRONMENTAL STEWARDSHIP

Respecting and improving the environment is paramount. We are committed to refining food purchasing, supply chain, waste-stream management, transportation, building operations, and water conservation with sustainability in mind.



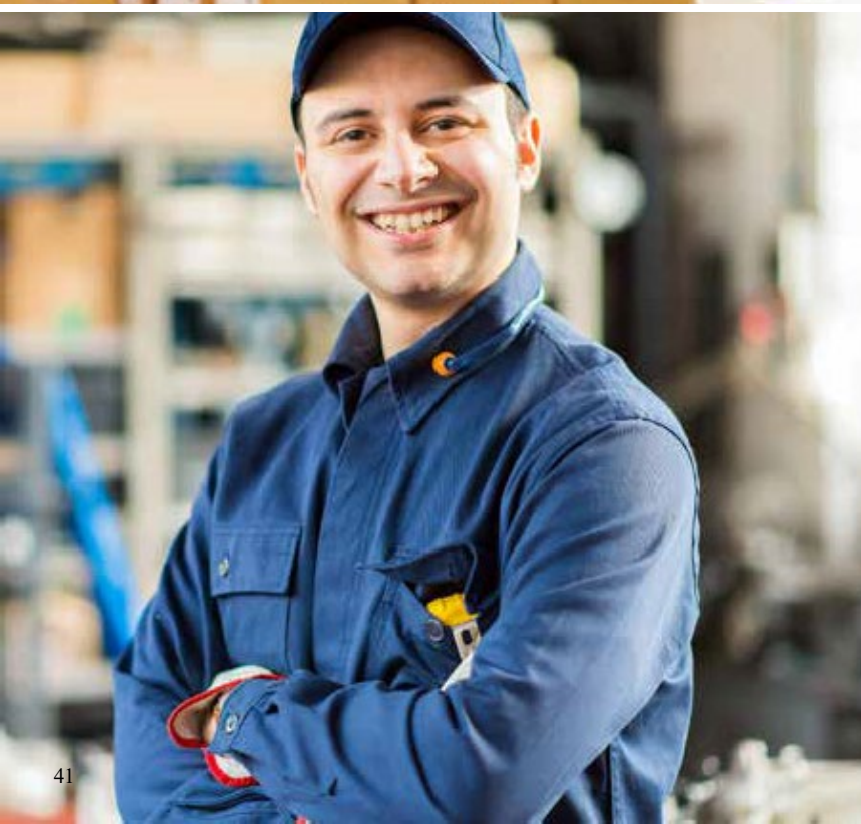
HEALTH AND WELLNESS

Health and wellness are top priorities. Thanks to innovation, consumer outreach, research, and public policy, we offer the best tools and support to ensure employees achieve and maintain optimal well-being.



COMMUNITY INVOLVEMENT

Every day, our 274,000 employees worldwide do great things through our business and community activities. As an inclusive leader for community programs and partnerships, we serve philanthropies through employee volunteers and community response.



Cultivating Your Employees' Talents for Unlimited Potentials

Fair Compensation Attracts and Retains the Right Talent

Earning potential with a competitive wage rate that responds aggressively to economic conditions will allow us to attract premier candidates for DEN's one best team. An employee's continued contribution is recognized through a salary increase within established ranges, which entices the right talent to stay.

Each employee is paid based on individual performance and contribution to the accomplishment of company goals without regard to age, color, gender, sexual orientation, national origin, physical handicap, race, or religion.

THREE TYPES OF SALARY GROWTH:



Merit

Directly relates to an employee's performance, overall contribution to the company, and relative position within the assigned salary range.



Promotional

An increase that aligns with the move to a higher grade level.



Adjustment

Changes for reasons other than merit and promotion. Often made for internal or external equity.



Benefits That Boost Your Applicant Pool

Critical to employee engagement, our benefits promote health and wellness in all aspects of life through support, services, and resources.

Below is a glimpse at a few of our benefits.

- Medical, prescription drug, dental, and vision coverage
- Basic life insurance
- Disability coverage
- Flexible Spending Account (FSA) and Health Savings Account (HSA)
- Employee Assistance Plan (EAP)
- Retirement plan (401[k])



H. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

MWBE Procurement

Aramark's supply chain organization purchases billions from MWBE firms in supplies and services globally.

MWBE Purchasing Partnerships

Aramark provides significant opportunities to reduce the overall costs of materials, supplies, and purchased services through our diverse supplier network. This is achieved in four distinct ways:

- National procurement programs
- Benchmarking and inventory processes and controls
- Use of materials and supplies
- Balanced program management

Aramark's facilities supply chain management consists of a group of MWBE procurement professionals focused on maintaining a network of national, regional, and City and County of Denver certified MWBE partnerships that include manufacturers, distributors, and service providers. We have developed a variety of purchasing programs to leverage our worldwide market presence to provide favorable pricing, quality, value, and service for our clients.

Aramark selects only those MWBE suppliers who meet our standards. Before new diverse suppliers receive our seal of approval, they are carefully screened to determine the viability of the organization, the consistency of product quality, the reliability of the deliveries, and their ability to handle emergencies. We evaluate many criteria, including plant capacity, sanitation and safety, financial stability, inventory depth and diversity, resources, product alignment, and operating efficiency.

SUPPLIER DIVERSITY

Aramark is committed to the utilization of small businesses and businesses owned and operated by minorities, women, and other diverse populations.

This commitment is a key ingredient in the formation of strategic relationships that provide value to our clients. We know that building a network of diverse suppliers supports our mission of delivering on our commitments while respecting diversity and appreciating differences. Accordingly, supplier diversity is not only a key diversity, equity, and inclusion initiative for Aramark, it is a business imperative that delivers success for our clients, consumers, and the communities in which we serve.

At Aramark, we understand that each client is different, and that flexibility is key. That is why we take a customized approach to our supplier diversity efforts for each client, adjusting to meet the needs of the numerous business categories and geographic areas in which we serve.

We have a centralized, enterprise-wide program focused on creating local economic impact and ensuring compliance with our clients' expectations. If awarded the contract, Aramark can work with you to develop a mutually acceptable supplier diversity utilization plan that reflects the local market and makes the best use of enterprise and local resources.



NATILY SANTOS, VICE PRESIDENT OF RESPONSIBLE SOURCING

Natily has been with Aramark for 19 years and is the supply chain leader and community advocate integrating local, sustainable, and supplier diversity sourcing strategies that drive business growth and economic impact. Natily's focus is to increase supplier diversity spend to 25% by 2025. She also plays an active role in Aramark's mentoring program for diverse suppliers.

Supplier Diversity at Aramark

- Aramark is committed to the utilization of small businesses and businesses owned and operated by minorities, women, and other diverse populations. This commitment is a key ingredient to the formation of strategic relationships that provide more culturally authentic products, value to our clients and foster local economic impact.
- At Aramark, we understand that each client is different, and that flexibility is key. That is why we take a customized approach to our supplier diversity efforts for each client, adjusting to meet the needs of the numerous business categories, certification agency requirements, and geographic areas in which we serve.
- Partnering with local, small, and diverse suppliers is not only an essential supply chain strategy that drives economic impact, these efforts also further optimize our sustainability, community relations, and diversity, equity, and inclusion goals.

Goals & Priorities

- At present, we have partnerships with close to 5,000 small or diverse suppliers. 51% of our diverse suppliers are certified by a third-party supplier diversity agency. We've made our supplier certification campaign a priority to ensure our small and diverse supplier base is aware of network and business resources available to them.
- Our partner in this endeavor—Certify My Company, is a certified women-owned business enterprise (WBE) and a disabled-owned business enterprise (DOBE)—is assisting our self-classified suppliers to obtain third-party diversity certifications. This campaign will help us achieve our goal to increase our small and diverse spend to 25% throughout our supply chain by 2025.

Reporting Our Progress

- We have a centralized, enterprise-wide program focused on identifying appropriate diverse suppliers, tracking Tier 1 spend, Tier 2 spend, and economic impact metrics and ensuring compliance with our clients' expectations.
- Over 1,000 Tier 2 client reports are submitted annually.
- Supplier diversity program metrics are shared internally throughout the year.

SIMKISS – ARAMARK – BOND COVER NOTE

Date: June 8, 2023

Bond Number: 1001188650

Bond Amount: \$250,000.00

ARAMARK LOB: Aramark Management Services Limited Partnership

ARAMARK Contact: Patrick Lamboy and Nicholas Feltham

ARAMARK Client Name: City and County of Denver

Short Description of Services Provided: Snow removal

RENEWAL

Inception Date of Original Bond:

Continuation Certificate ☐ New Bond ☐ Increase/Decrease Rider ☐

If New Bond, why?

Bond Number being replaced:

NEW ISSUE BOND

Other ARAMARK Employees Involved, if any:

Initial Term of Contract and Renewal Options: 5 year 10/1/2023 TO 9/30/2028

Annual Contract Price, if applicable: \$2,943,216

SPECIAL INSTRUCTIONS/COMMENTS

THIS IS A RUSH!!! Please have this bond executed and forward it ASAP to:

Scott Yeager 4730 Paris St. STE 120, Denver, CO 80239 (720) 353-6293

**TO GREATLY HELP FACILITATE PROMPT BOND WORK BY OUR TEAM, PLEASE NOTE
YOUR FILES TO ADDRESS ALL EMAIL CORRESPONDENCE TO
ARAMARKBONDS@simkiss.com THANK YOU!**

Term of the Bond: October 1, 2023 through
September 30, 2024
to be renewed annually by Continuation Certificate

Bond No. 1001188650

Page 50
Attachment 6, Payment and Performance Bond

XI. ATTACHMENT 6, PAYMENT AND PERFORMANCE BONDS

**DEPARTMENT OF AVIATION
PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Aramark Management Services Limited
Partnership

a corporation organized and existing under and by virtue of the laws of the State of DE

hereafter referred to as the "Contractor", and U.S. Specialty Insurance Company

a corporation organized and existing under and by virtue of the laws of the State of TX

and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to as the "City", in the penal sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete **CONTRACT NO. 202263347, DEN On-Call Landside Snow Removal Services – Multiple Areas**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, losses and expenses which it may incur in making good any breach or default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs, services, or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental

machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

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

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

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

_____ day of _____, 20_____

Aramark Management Services Limited Partnership

Contractor

Attest:

By: 

Vice President, Finance

U.S. Specialty Insurance Company

Surety

By: 

Attorney-In-Fact, Daniel P. Dunigan

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

APPROVED AS TO FORM:

KERRY TIPPER,

City Attorney for the City and County of
Denver

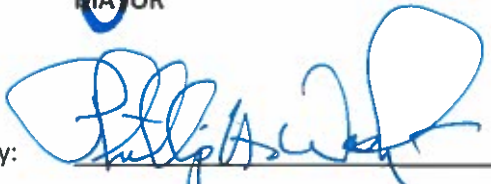
By: 

Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: 

MAYOR

By: 

CEO DEPARTMENT OF AVIATION

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION**

FAX NUMBER: 303-342-2552
TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney
Airport Office Building
8500 Pena Blvd. #9810
Denver, CO 80249-6340

RE: Aramark Management Services Limited Partnership

Contract No: RFP NO. 202263347
Project Name: DEN On-Call Landside Snow Removal Services – Multiple Areas
Contract Amount: \$2,943,216
Performance and Payment Bond No.: 1001188650

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through

U.S. Specialty Insurance Company

June 8, 2023.

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at 610-727-5354.

Thank you.

Sincerely,


Daniel P. Bunigan
Attorney-in-Fact - U.S. Specialty Insurance Company
Simkiss & Block, an Alera Group Agency, LLC
1041 Old Cassatt Road
Berwyn, PA 19103





TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Daniel P. Dunigan

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001188650 Amount of Bond: See Bond Form
Principal: Aramark Management Services Limited Partnership
Obligee: City and County of Denver

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

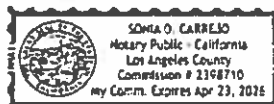
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary