

FIRST AMENDMENT

THIS FIRST AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a Delaware company authorized to do business in the State of Colorado ("Contractor" or "Aramark") Party of the Second Part (collectively the "Parties").

WHEREAS, the City and Aramark entered an Agreement (Contract number 202263347) dated July 12, 2023 (the "Existing Agreement"), for professional snow removal and melting services for various landside areas around the Denver International Airport airfield ("DEN" or "Airport"); and

WHEREAS, the City desires to increase the maximum contract amount, adding additional service areas around the landside areas, as well as replacing Exhibit A Scope of Work with an updated exhibit, adding and replacing the existing Exhibit B Pricing with a new exhibit, and replacing Exhibit C with an updated exhibit; and

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

1. **EXISTING AGREEMENT SECTION 2 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES SECTION A Scope of Services** is hereby amended by deleting the existing Section A and replacing it with the following-

"A. Scope of Services. Contractor shall provide professional 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 SVP and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount."

2. **EXISTING AGREEMENT SECTION 5 COMPENSATION AND PAYMENT SECTION A** is hereby amended by deleting the existing Section A and replacing it with the following-

"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-Nine Million and No Cents (\$29,000,000.00) ("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."

3. **ARTICLE 6 MWBE, WAGES AND PROMPT PAY Section C Prevailing Wage** is deleted and replaced with the following-

“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 date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

Date bid or proposal issuance was advertised: December 14, 2022

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
 - 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.”
4. **ARTICLE 6 MWBE, WAGES AND PROMPT PAY Section b. Minimum Wage** is deleted and replaced with the following-

“D. Denver Wage Laws.

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

5. **ARTICLE H RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS Section e. Examination of Records and Audits** is deleted and replaced with the following-

“H. 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties 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.”
6. **EXISTING EXHIBIT A SCOPE OF WORK** shall be deleted and replaced with the attached **EXHIBIT A SCOPE OF WORK**.
7. **EXISTING EXHIBIT B PRICING** shall be deleted and replaced with the attached **EXHIBIT B**.

8. **EXISTING EXHIBIT C INSURANCE REQUIREMENTS** shall be deleted and replaced with the attached **EXHIBIT C**.
9. All other terms, provisions and conditions of the Contract are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
10. This First Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-202475217-01 / LEGACY-202263347-01
Contractor Name: ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202475217-01 / LEGACY-202263347-01
ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP

DocuSigned by:
By: Katherine E Tracy
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Name: Katherine E Tracy
(please print)

Title: VP Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A**I. 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
18. Hotel Plaza
19. RTD Train Platform
20. East 61st Ave & Pena Station

The work 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 April 30th 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. Cautionary- up to 1" Accumulation
2. Level A: 1" - 3" Accumulation and/or deteriorating surface conditions
3. Level B: 3" - 10" Accumulation
4. 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. Pikes Peak
- h. 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
- i. All ADA parking areas
- j. Hotel Plaza
 - Clearing all building entrances, sidewalks from the Main Terminal to the Hotel entrances.
- k. RTD Transit Center
 - End of train platform emergency access service roads must always be clear
 - All Pedestrian walkways entering and exiting the train platform

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. Longs Peak Overflow Lot (if open)
- f. Parking lanes
- g. General clean up
- h. East 61st Ave and Pena Station
 - All Pedestrian walkways entering and exiting the train platform
 - Ticket booth area and all walkways, sidewalks from parking lot
 - Walkways leading to the train platform, steps and ramps
 - All sidewalks along 61st Ave and N. Richfield Street
 - Parking structure spaces and lanes, and ADA parking spaces

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 April 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 onsite 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 for each 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.

- c. The Contractor shall obtain a driver authorization for all operators of vehicles in the restricted area. Equipment Permitting 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.

2. 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.

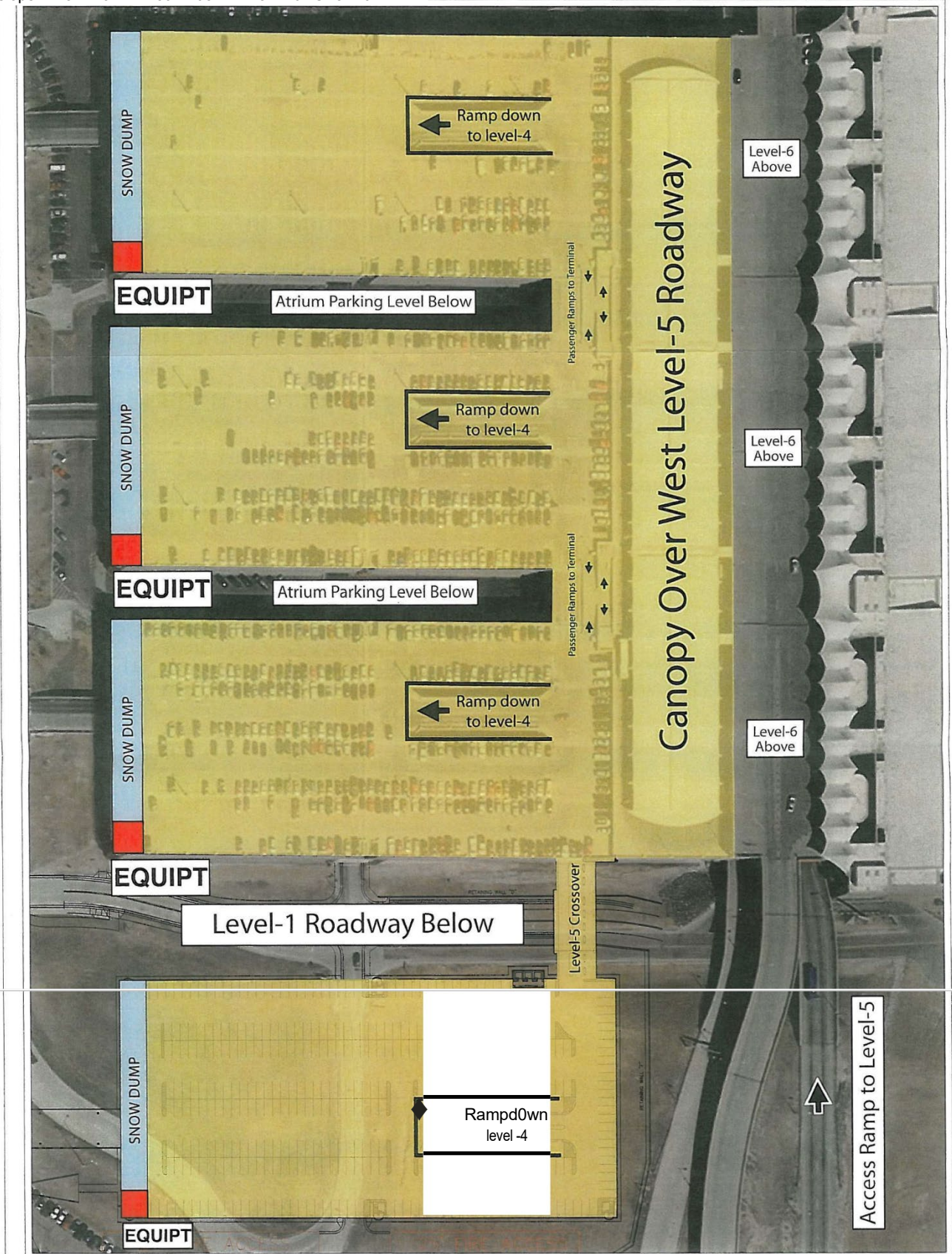
SAFETY

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

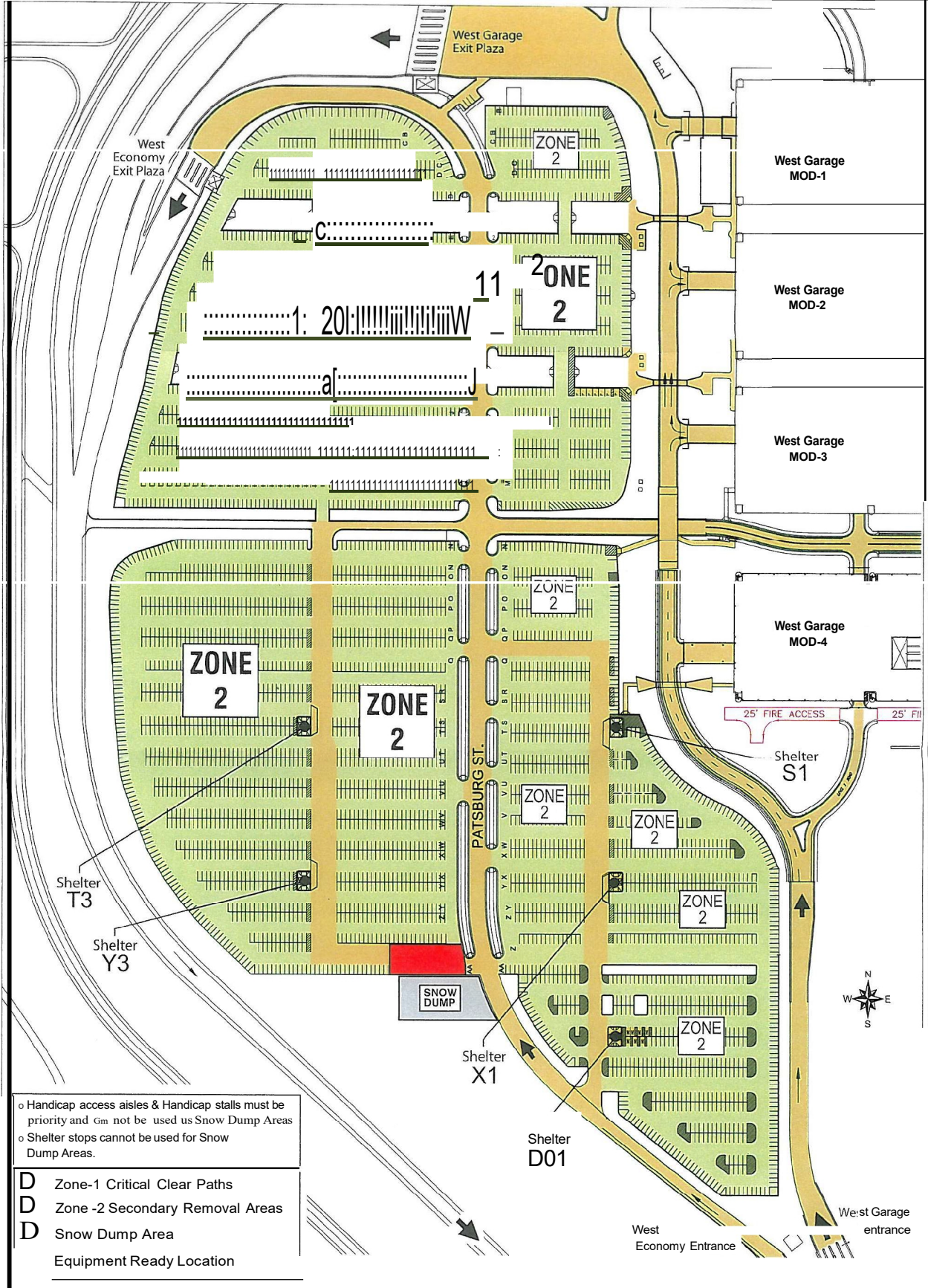
storage of tools, machinery, and materials; to minimize interference with or create hazards to the operation of the Airport. The Airport Operations Manager (AOM), or designated representative, is responsible for safe and efficient operations at the airport. Any concerns from the AOM will be addressed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



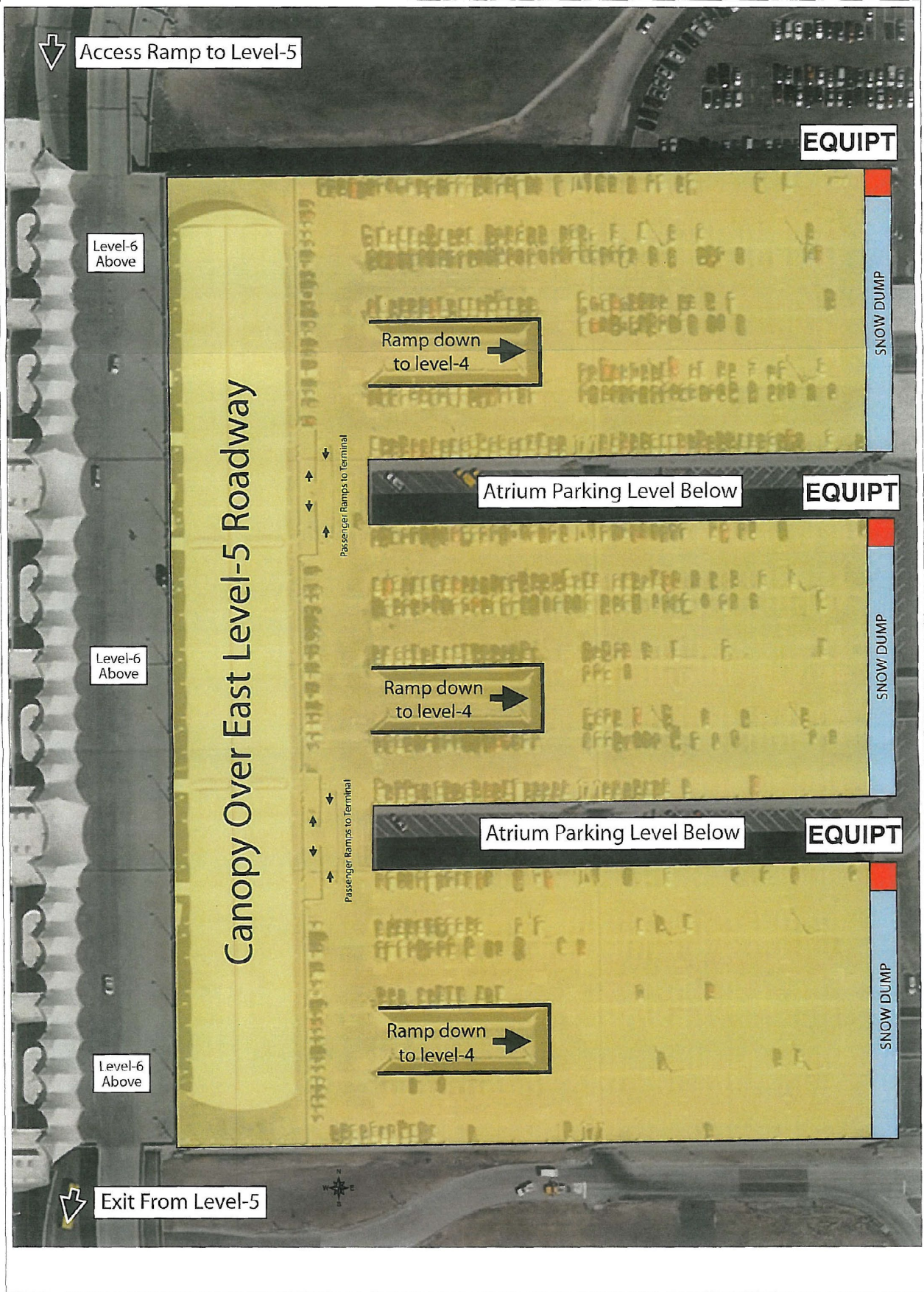
CHARLIE ROUTE



- o Handicap access aisles & Handicap stalls must be priority and Gm not be used as Snow Dump Areas
 - o Shelter stops cannot be used for Snow Dump Areas.
- | | |
|---|--------------------------------|
| D | Zone-1 Critical Clear Paths |
| D | Zone-2 Secondary Removal Areas |
| D | Snow Dump Area |
| | Equipment Ready Location |

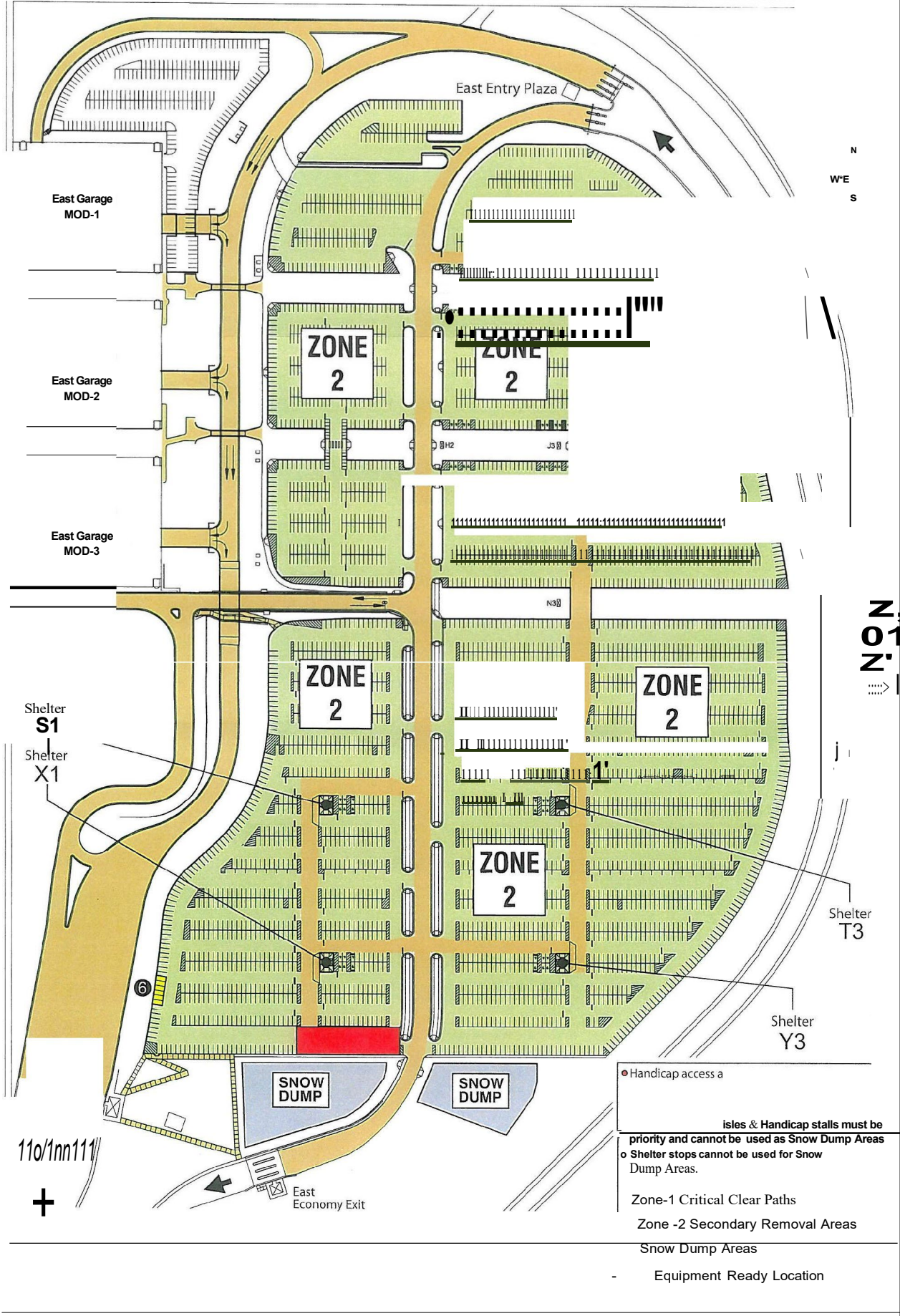
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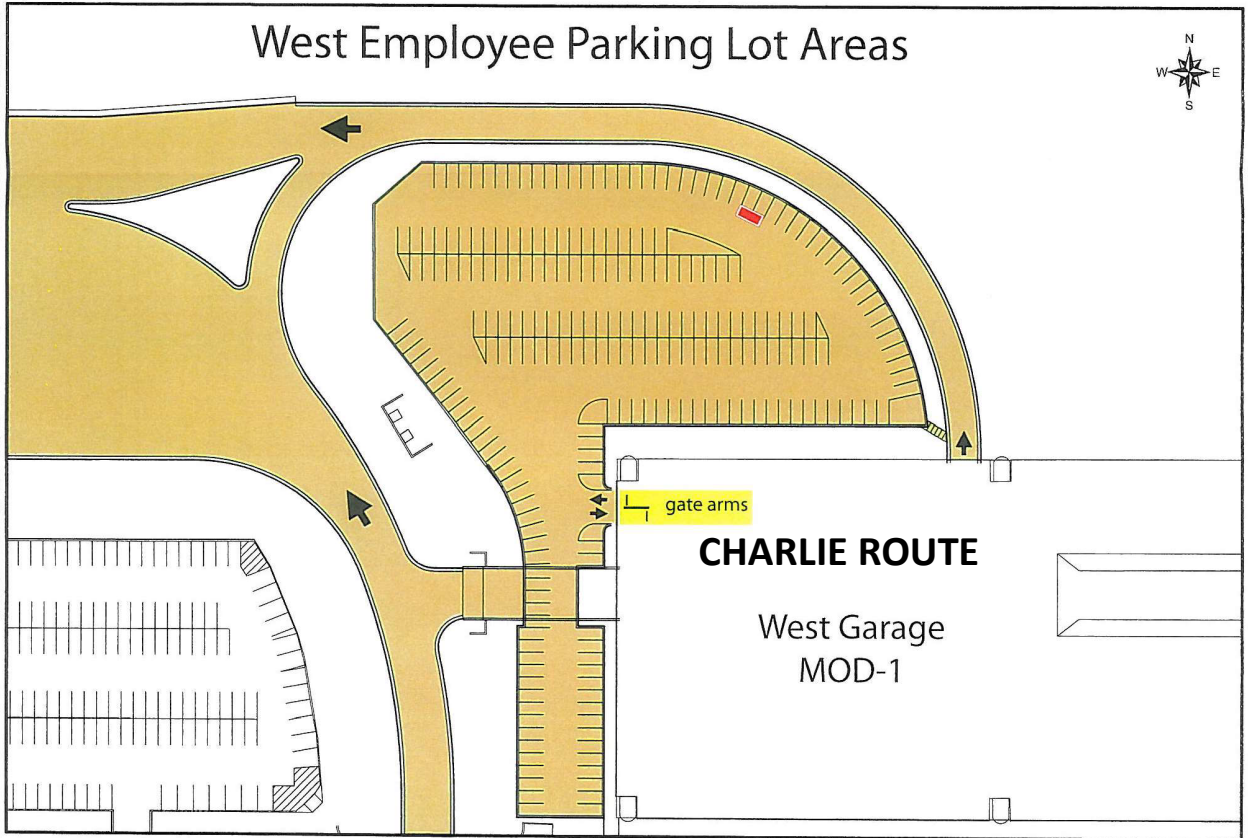
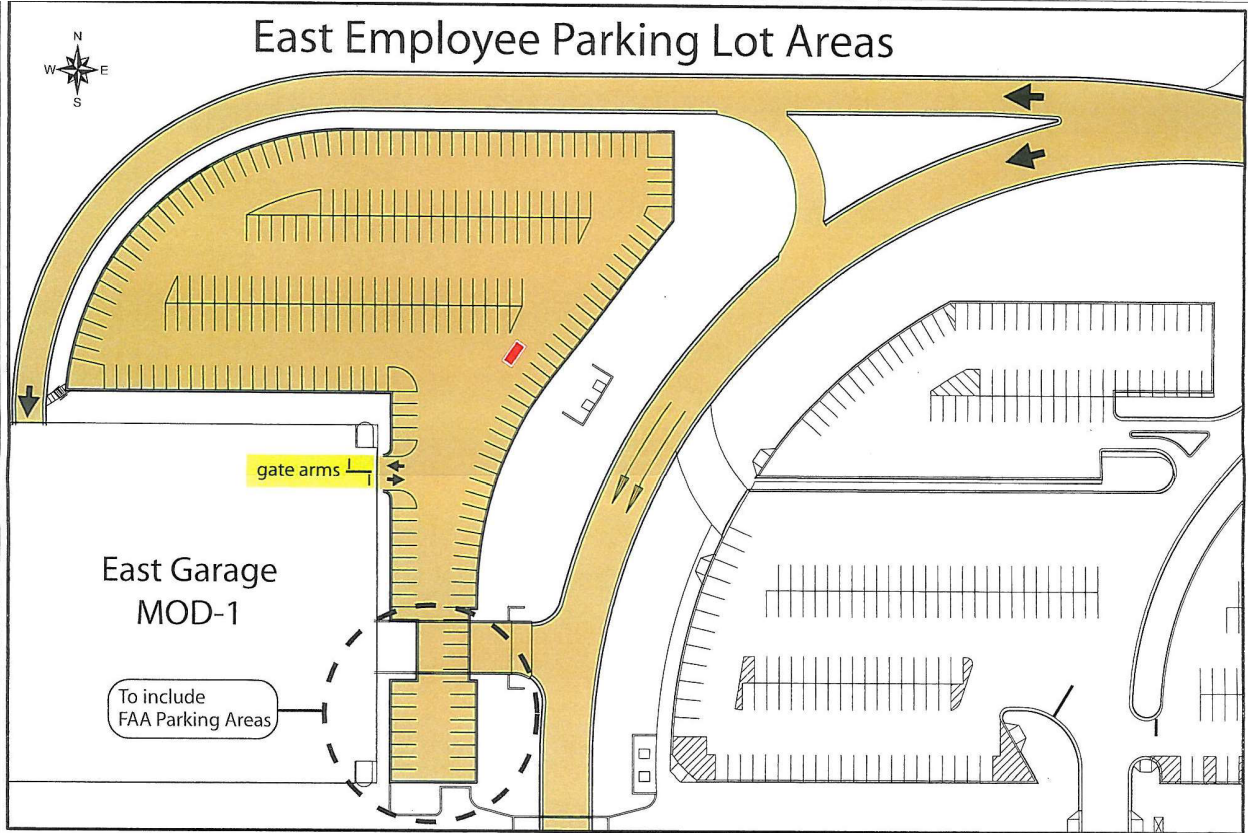




DELTA ROUTE





DELTA ROUTE



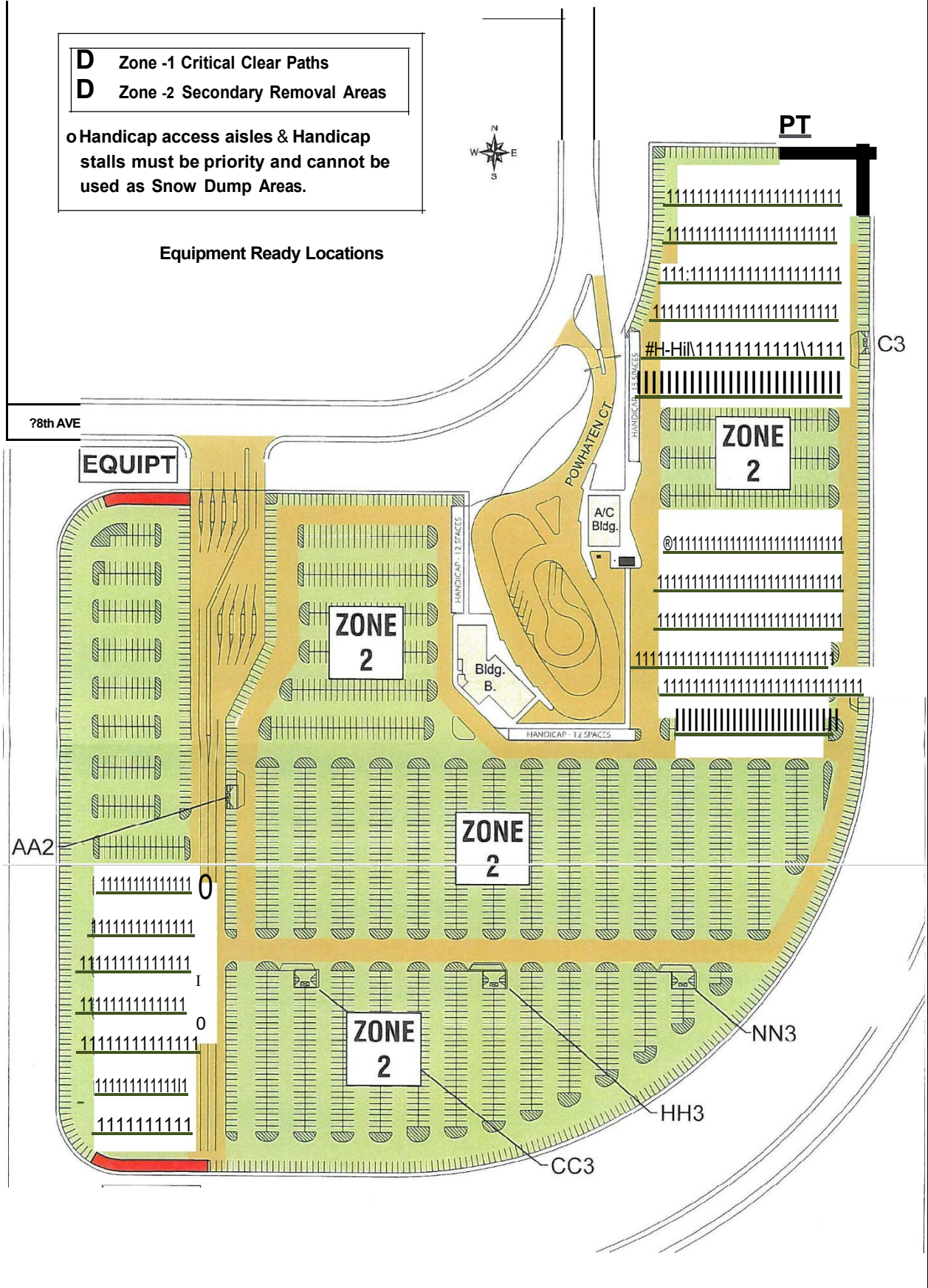
-  Zone -1 Critical Clear Paths: Employee Parking Lots, Sidewalks and Gate Arm Areas
-  Drain Locations



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

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

Equipment Ready Locations



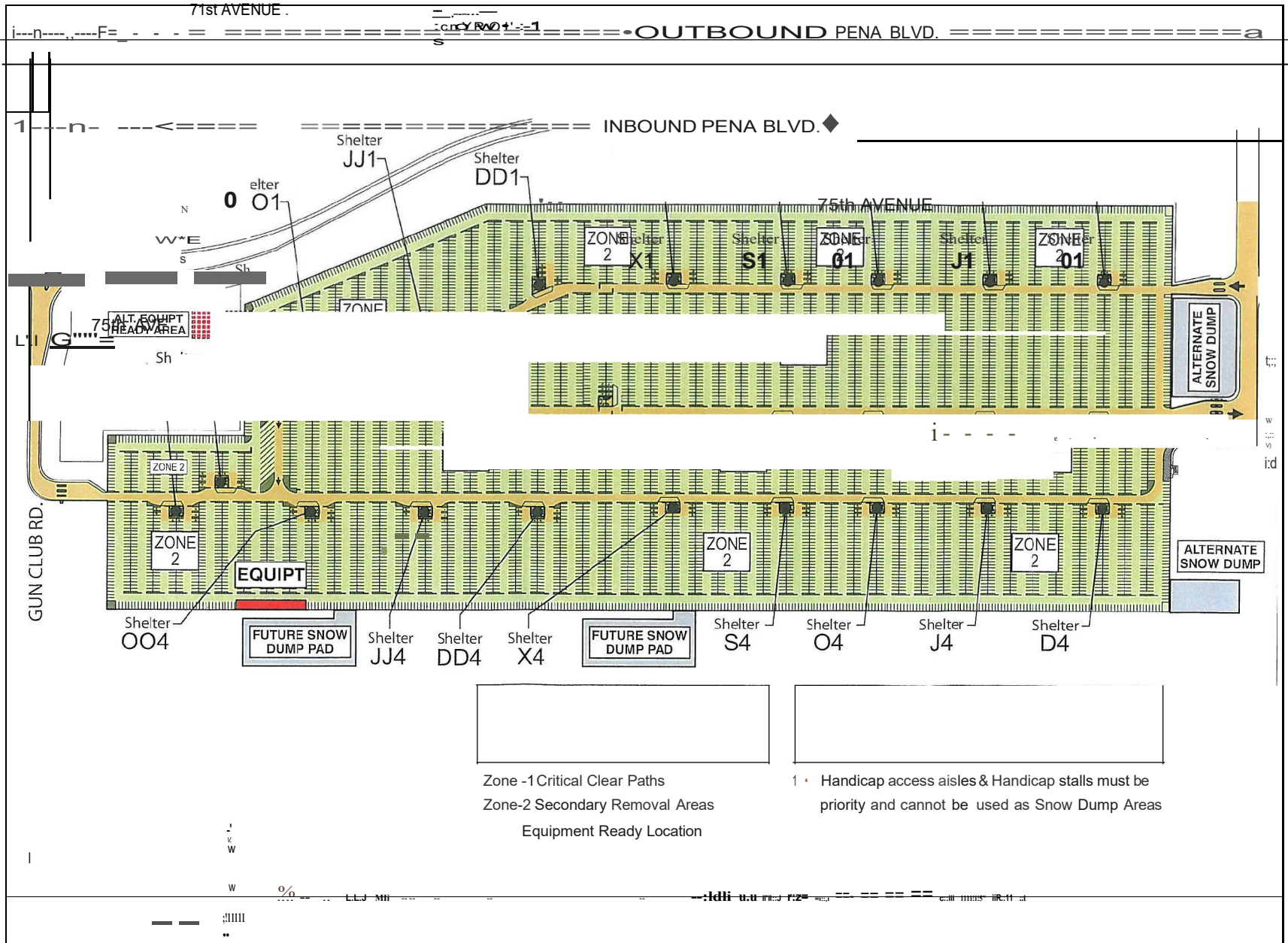
GOLF ROUTE

**Airside Employee
 Surface Area Removal Map**

PAPA ROUTE

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Page 8 of 12

J CITY
ROADWAY

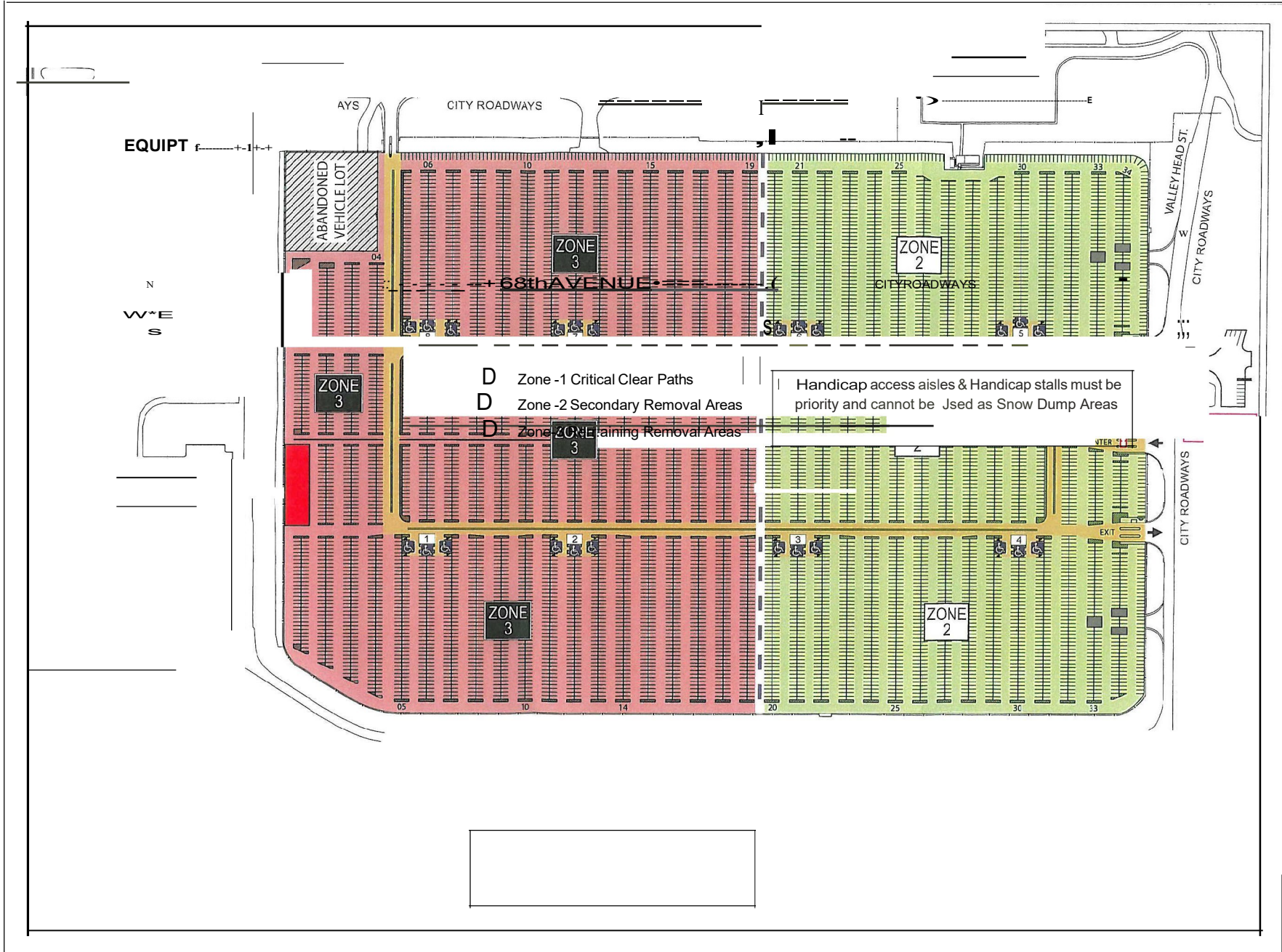


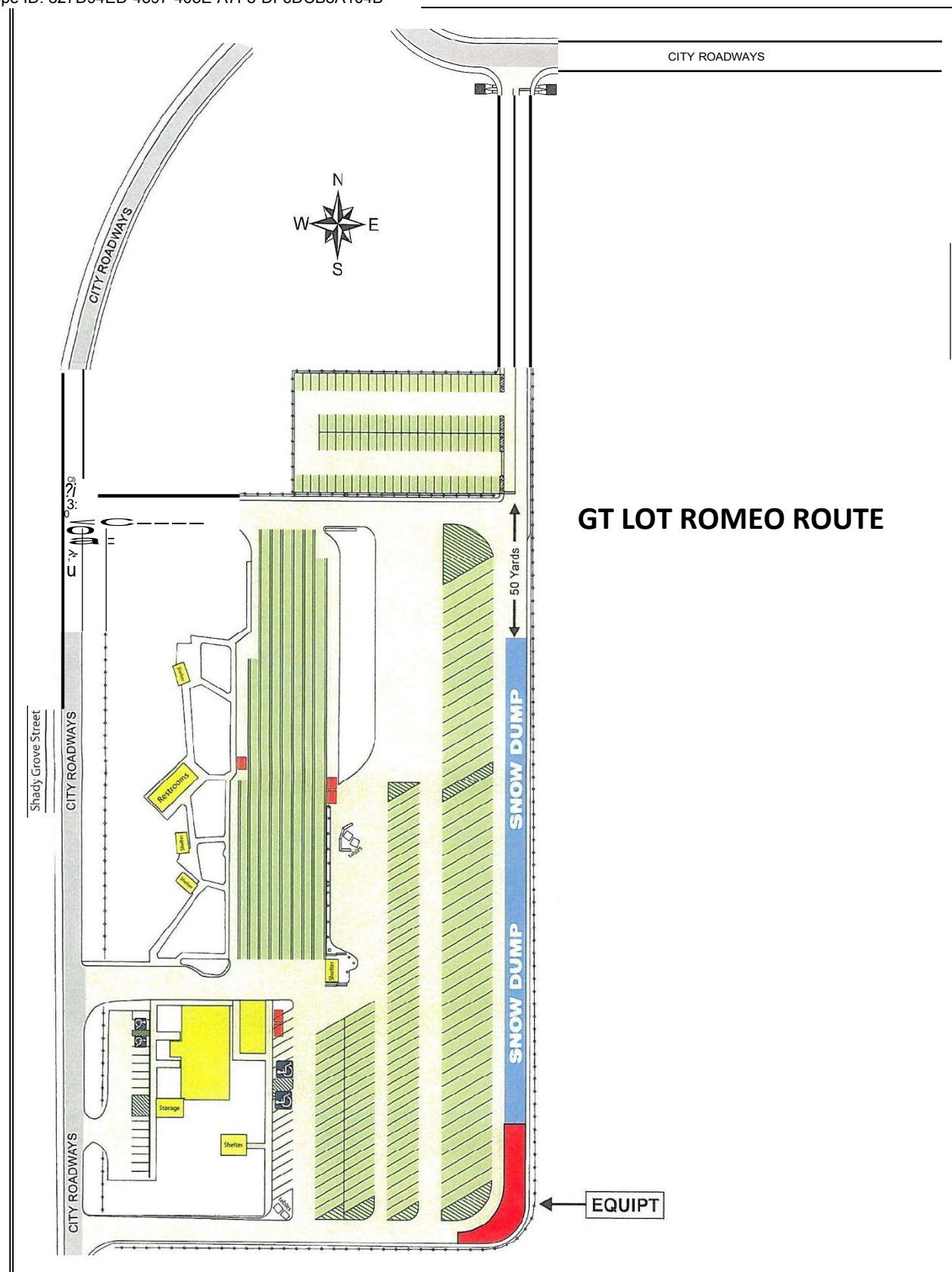
Zone -1 Critical Clear Paths
 Zone-2 Secondary Removal Areas
 Equipment Ready Location

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



LIMA ROUTE





GT LOT ROMEO ROUTE

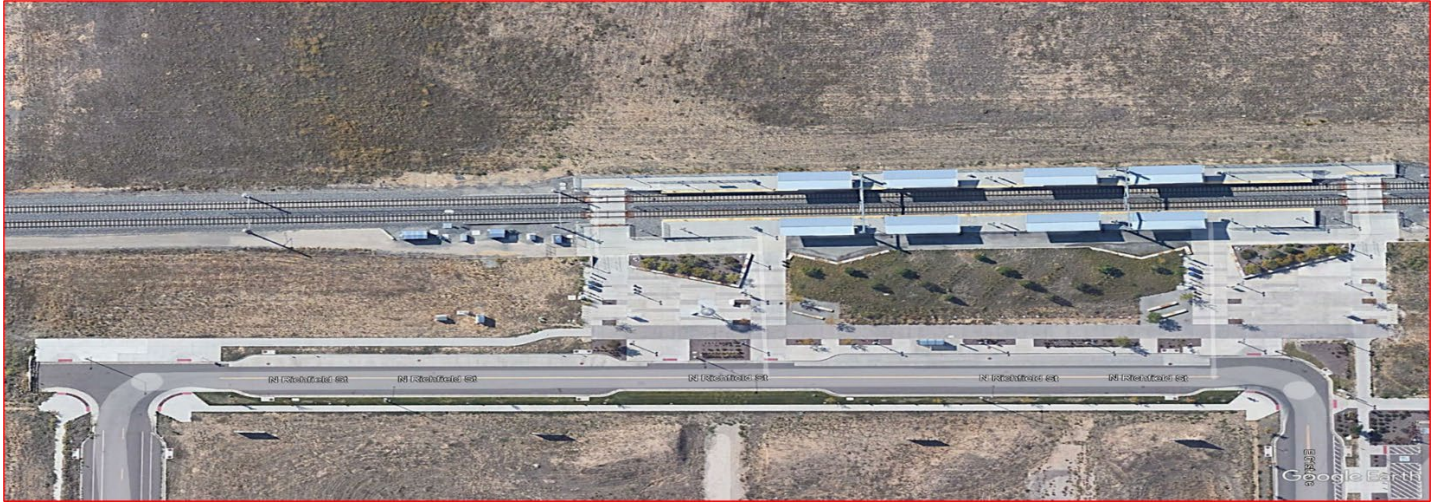
- D** Zone -1 Critical Clear Paths: Roads, Taxi Drive Through, and GT Staging Areas
- D** Zone -2 Secondary Removal Areas: Roads, Parking Areas
- D** Snow Dump Areas

||| Single Drain Locations ||| ||| Double Drain Locations

Plaza Pedestrian Walkways and RTD Transit Center



East 61st Ave and Pena Station Walkways leading up to the Train Station



Parking Lot at East 61st Ave and Pena Station



EXHIBIT B - RATES

DEN On-Call Landside Snow Removal Services



I. Seasonal 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.

	Monthly Fee	Duration	Extended Season Fee
Current Monthly Fee	\$428,868.62	7 months	\$3,002,080.32
Additional Amended fee	\$132,902.08	7 months	\$930,314.58
New Monthly Fee	\$561,770.70	7 Months	\$3,932,394.90



II. Full Deployment Full deployment operations must include costs from initial deployment during storm to demobilizing after the event. Estimated full deployment at 100 hours. **Level A, B and Emergency call outs are considered Full Deployments.**

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. **Westin Hotel, RTD Train platform and East 61st Ave & Pena Station.**

Group 2 Airside and Landside Employee lots and the Pikes Peak and **Longs Peak** parking lots

Group 3 World Port, Ground Transportation, Satellite Security Office, Cell Phone, Fire Station 35, **DPD K-9 Bldg, Carpenter Bldg** and Maintenance Center parking lots

Price Per Hour	Estimated Total Hours	Estimated Full Deployment Price
Group 1 \$68.00	100	\$6,800.00
Group 2 \$68.00	100	\$6,800.00
Group 3 \$68.00	100	\$6,800.00



III. Partial Deployment Partial deployment operations must include costs from initial deployment during storm to demobilizing after the event. Estimated partial deployment at 60 hours. **Cautionary call out is considered Partial deployments.**

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. **Westin Hotel, RTD Train platform and East 61st Ave. & Pena Station.**

Group 2 Airside and Landside Employee lots and the Pikes Peak and **Longs Peak** parking lots

Group 3 World Port, Ground Transportation, Satellite Security Office, Cell Phone, Fire Station 35, **DPD K-9 Bldg, Carpenter Bldg** and Maintenance Center parking lots

Price Per Hour	Estimated Total Hours	Estimated Partial Deployment Price
Group 1 \$62.00	60	\$3,720.00
Group 2 \$62.00	60	\$3,720.00
Group 3 \$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

Additional Equipment

ADDITIONAL EQUIPMNT Landside Plaza/61st St. Station Amend			
Bottom Plaza/Train Station	QTY.	Equipment Type	Purpose
	1	F250 V Blade w/ Applicator	Support Truck/ Employee Transport
	1	JD 4044R 84" angle broom	Train Stop Landing
	1	JD 1585 Front Mount w/ Brush	Train Stop Landing
	1	JD 318 Skids w/ Brush&Bucket	Train Stop Landing
Top Plaza	QTY.		
	2	JD Gators XUV835M Rubber V Plows	Heavy snow on bricks
	2	JD 1585 Front Mount w/ Brush	Light snow on bricks/ snow detailing
	2	JD 318 Skids w/ Brush&Bucket	Remove Snow piles from sides of plaza
61st and Pena Station	QTY.		
	2	F250 V Blade w/ Applicator	Support Truck/ Employee Transport/Sidewalks/Parking lot
	1	JD 318 Skids w/ Brush&Bucket	Parking Lot
	2	JD Gators XUV835M Rubber V Plows	Sidewalks/Landing

Additional Staffing Deployment Levels

	SHOVELERS	OPERATORS
ICE CONTROL	3	7
CAUTIONARY	22	16
LEVEL A	34	42
LEVEL B	40	52
EMERGENCY	48	59

EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GOODS AND SERVICES 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: contractadmininvoices@flydenver.com

- 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 per location 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. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

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

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

5. Unmanned Aerial Vehicle (UAV) Liability:

If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

6. 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 required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, 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 required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, 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.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

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 verification of required coverage.
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 Insurance 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. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which

services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.