

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 **AERO SNOW REMOVAL (CO) LLC**, a company authorized to do business in the State of Colorado ("Contractor"), Party of the Second Part;

WITNESSETH

WHEREAS, the parties entered into an Agreement dated May 7, 2015 which was subsequently amended by a First Amendment to Agreement dated March 6, 2019 (the "Existing Agreement") for snow removal services (the "Services") for airport facilities at Denver International Airport ("DEN"); and

WHEREAS, the Mayor declared a state of local disaster emergency on March 12, 2020 pursuant to C.R.S. 24-33.5-701, *et seq.*, brought on by the spread of COVID-19 ("Pandemic"), the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020 on the same basis, and the President of the United States issued a Declaration of Emergency on March 13, 2020 due to the COVID-19 crisis; and

WHEREAS, due to the unprecedented reduction in air service to Denver International Airport ("Airport") due to the pandemic the parties desire to amend the Existing Agreement by amending the terms and conditions of the existing agreement; and

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

1. All references in the agreement to "Manager of Aviation" or "Manager" shall hereby be deleted and replaced by the term "Chief Executive Officer City and County of Denver Department of Aviation" or "CEO".

2. All references to "DIA" in the existing agreement shall be deleted and replaced by the term "DEN".

3. **SECTION 5 TERM** is hereby deleted and replaced with the following:

"SECTION 5 TERM: The Term of this Agreement shall commence on September 1, 2015, and shall terminate on August 31, 2023, unless sooner terminated as provided in this Agreement. Should for any reason the Term expire prior to the completion by Contractor of a task, then in the City and County of Denver Department of Aviation CEO's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date."

4. **EXHIBIT A SCOPE OF WORK with the exception of EXHIBIT A1 and A2** of the Existing Contract is hereby deleted and replaced with the attached **EXHIBIT A SCOPE OF WORK. EXHIBITS A1 and A2** shall remain in full force and effect.

5. Except as otherwise provided herein, all the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

6. This Second Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number: PLANE-202055237-02/Alfresco 201416659-02
Contractor Name: AERO SNOW REMOVAL (CO) LLC

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

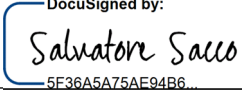
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202055237-02/Alfresco 201416659-02
AERO SNOW REMOVAL (CO) LLC

By:  _____
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Name: Salvatore Sacco
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT A:
SCOPE OF WORK**

A.1 DEFINITIONS:

AOA- Aircraft Operation Area
AOM- Airport Operations Manager
CNG- Compressed Natural Gas
DFM- Director of Field Maintenance
DEN- Denver International Airport
EMS- DEN's Environmental Management Plan
EPA- Environmental Protection Agency
MSDS- Material Safety Data Sheets
NEPA- National Environmental Policy Act
OFA- Object Free Area
CPI- Consumer Price Index
RON- Remain Overnight
SPCC- Spill Prevention, Control, and Countermeasure regulation (40 CFR Part 112)
TPH- Tons per Hour
VSR- Vehicle Service Roads

A.2 WORK TO BE PERFORMED:

The work covered under this Contract includes the furnishing of all supervision, labor, equipment, and all things required for providing full snow removal services (pushing, piling, blowing and physical removal of snow via melting or other means, as directed), as more fully set forth herein, the services shall be available twenty four (24) hours a day, seven (7) days a week including all holidays at DEN, as specified herein, for each Snow Season.

The Areas are defined as:

Area A: South of Concourse A
Area B: Ramp area between Concourses A and B
Area C: Ramp area between Concourses B and C
Area D: North of Concourse C
South Cargo

A.3 OBJECTIVE:

The Contractor will be required to supply all equipment including maintenance and operational support, staffing, and supervision to clear snow from the Service Area in such way and to the extent required, to support commercial airline ramp operations and complete melting operations within four (4) hours of the end of snow fall for weather events wherein snow accumulations do not exceed eight inches. If snow accumulations within a single storm event exceed eight inches the Contractor

shall provide a forecast to the Director of Field Maintenance (DFM) for approval of when melting operations will be complete. Under all circumstances the Contractor shall coordinate closely with the DFM or his designated representatives which have sole authority to issue instructions to the Contractor under this contract. Airport Operations has primary safety responsibility for the Airport and may, from time to time, provide advisory information to the Contractor. The Contractor shall consider this information and make appropriate, immediate, and procedural adjustments. The Contractor shall clear the main ramp area of snow to promote safe aircraft operations. The ramp shall be cleared so that surface markings and lighting are visible and ice buildup is prevented. Taxi-lanes must be kept free of windrows or piles and in acceptable condition to allow safe aircraft operations.

The following is a description of the obligations that are required from the snow removal Contractor to provide snow removal services to the City at DEN:

1. Prior to the start of each snow season provide phone numbers for:
 - i. -Office, snow operations control center
 - ii. -Key personnel's home & cellular
2. Accept emergency calls on a 24-hour basis.
3. Comply with any and all applicable rules, regulations, directions, and safety standards while performing snow removal operations at DEN.
4. Coordinate relief, fueling, and the maintenance of its equipment.

A.4 SERVICE AREA:

The ramp and taxi-lane area, for which services are to be performed (Service Area), generally extends from west side of Vandriver Street on the east, to the east side of Oak Hill Street on the west (with the exception of the west end of Concourse C where the contractors responsibility will end at taxi-lane J). The Service Area extends from the northern edge of the RON (Remain Overnight) pads north of Concourse C to the limit of the Airport Operation Area south of Concourse A, and encompasses the ramp area between Concourse A & B and B & C. The Service Area for which pushing and piling services are to be performed excludes the areas adjacent to the concourses inside the vehicle service roads for which the airlines have responsibility (with the exception of the international gates A-33, 35, 37, 39, 41 43, 45 and 47 on the north side of Concourse A and other areas as noted). However, the Contractor will be responsible to push, pile and melt snow that will be pushed into the Service Area by the airlines (or others) from areas inside the Vehicle Service Roads (VSRs). The airlines will push snow from their areas of responsibility past the vehicle roads or other demising lines where the Contractor will take responsibility to appropriately handle this snow. Airlines will typically retract jetways and consolidate parked equipment during low activity periods. In the interest of efficiency, the Contractor will, as opportunity arises, remove

accumulated snow from these areas. The Service Area includes limited pushing and piling of snow accumulations on the commuter aircraft parking positions and areas directly separating such parking positions when aircraft are not present.

A.5 ACCUMULATION AND OPERATING LOCATIONS:

A. Snow accumulations between Concourses A & B and B & C shall be pushed, or blown to and accumulated near, the east-west center line of the ramp roughly equidistant from the concourses on either side. Snow accumulations south of Concourse A shall be pushed or blown to the south. No melting is to be done in this area. Windrows or piles may not be built north of the edge lights and snow south of the lights must be pushed past the Object Free Area (OFA) and no higher than 2 feet, otherwise the snow is to be bull dozed to the east into the snow storage area. The vehicle service road south of the edge lights must remain usable.

B. Upon mobilization, Melters will be placed on the ramp within the designated Melter operational areas that are understood to include the areas necessary for loading activities. Ramp areas are highly congested during operational periods and the Contractor is responsible for minimizing the area and impact on airport operations necessary to conduct loading and melting operations. The contractor will also be responsible for purchasing, setting up and taking down runway X's at the eastern most edge of the designated Melter operational areas. Plows and other vehicle and equipment must give way to aircraft when transitioning taxi-lanes. The Contractor will be responsible for mitigating the development and accumulation of ice on the ramp surface associated with melting operations (standing water left from melting operations will be pushed into storm water inlets thus reducing ice formation).

A.6 STAGING LOCATIONS:

A. On or about September 15th of each contract year the Contractor will coordinate with the DFM and stage all necessary equipment on the Aircraft Operation Area AOA so that full preparedness is established for the start of the snow season, which is Officially October 1st of each year. Airport supervision and operational instructions, as necessary, shall be provided by the DFM or his/her designated representative.

B. DEN has provided a fenced equipment storage area designated where equipment may be stored between approximately May 1 and September 14 of each contract year. The Contractor shall always have sole responsibility to keep all areas assigned to Contractor for storage and staging organized and clear of contamination.

A.7 MOBILIZATION:

A. The DFM shall determine when and to what extent the Contractor shall mobilize, the contractor will be given as much notice as possible but not less than four (4)

hours in most cases. Mobilization orders shall be issued by the DFM or his/her designated representative and from no other source. The Contractor shall mobilize, meaning that all equipment including necessary supervision and support shall start work immediately, as directed by the DFM. Following is a table of guidelines that the DFM and Contractors may agree to modify as experience dictates. However, the Contractor shall mobilize to the extent and consistent with the schedule dictated by the DFM.

B. The DFM and Contractor shall collaborate closely regarding the efficiency and safety of the overall operation. The DFM may require changes to the operational locations of staging, piling melting, and other such procedures that are deemed inefficient or as may be required to improve safety. The Contractor shall comply with instructions from the DFM immediately unless that DFM directs otherwise.

A. Interim Deployment Plan

<u>Event Level</u>	<u>Snowfall Amount</u>	<u>Mobilization Type</u>
Cautionary	<1"	None
Level A	1" to 3"	None
Level B	3" to 10"	Partial Mobilization, equipment requirements are detailed in Section A.8 or as determined by the Director of Field Maintenance
Level Emergency	>10"	Partial Mobilization, equipment requirements are detailed in Section A.8 or as determined by the Director of Field Maintenance

B. Normal Operations

<u>Event Level</u>	<u>Snowfall Amount</u>	<u>Mobilization Type</u>
Cautionary	<1"	None
Level A	1" to 3"	Partial Mobilization, equipment requirements are detailed in Section A.8 or as determined by the Director of Field Maintenance

Level B	3" to 10"	Full Mobilization, equipment requirements are detailed in Section A.8 or as determined by the Director of Field Maintenance
Level Emergency	>10"	Full Mobilization, equipment requirements are detailed in Section A.8 or as determined by the Director of Field Maintenance

A.8

EQUIPMENT MOBILIZATION REQUIRMENTS

A. Interim Deployment Plan

Snow Melter Locations Partial Deployment



DENVER INTERNATIONAL AIRPORT

Area-A

Work will be performed by CITY staff. With approval by the Director of Field Maintenance, CONTRACTOR resources maybe utilized and paid per Section A.22, Item 2.

Area-B

2- 600 TPH Snow Melters

- 1- 150 TPH Snow Melters
- 5- Pay Loaders with Loader buckets
- 4- Pay Loaders w/Large blades
- 3- Pick-up Trucks with Plows
- 1- Supervisor
- 1- Manager
- 2- Mechanics

Area-C

- 2- 600 TPH Snow Melters
- 4- Pay Loaders with Box Plows
- 4- Pay Loaders with Box Plows
- 1. Supervisor
- 1. Mechanic

Area-D

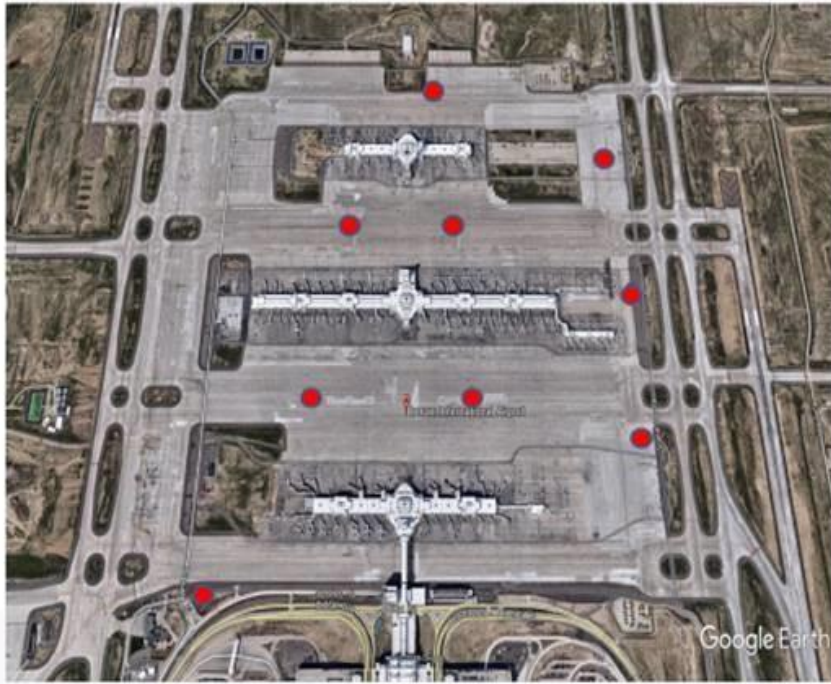
Work will be performed by CITY staff. With approval by the Director of Field Maintenance, CONTRACTOR resources maybe utilized and paid per Section A.22, Item 2.

Area-Cargo

Work will be performed by CITY staff. With approval by the Director of Field Maintenance, CONTRACTOR resources maybe utilized and paid per Section A.22, Item 2.

B. Full Mobilization, Normal Operations

Snow Melter Locations - Full Deployment



DENVER INTERNATIONAL AIRPORT

Area-A

- 2- 600 TPH Snow Melters
- 4- Pay Loaders with Loader buckets
- 5- Pay Loaders with Box Plows
- 1. Supervisor
- 1. Mechanic

Area-B

- 2- 600 TPH Snow Melters
- 1- 150 TPH Snow Melters
- 5- Pay Loaders with Loader buckets
- 14-Pay Loaders w/Large blades
- 6-Pick-up Trucks with Plows
- 1- Supervisor

- 1- Manager
- 2- Mechanics

Area-C

- 2- 600 TPH Snow Melters
- 1-150 TPH Snow Melter
- 4- Pay Loaders with Loader buckets
- 13-Pay Loaders with Box Plows
- 1-Supervisor
- 1-Mechanic

Area-D

- 2- 600 TPH Snow Melters
- 4-Pay Loaders with Loader buckets
- 9-Pay Loaders with Box Plows
- 1-Supervisor
- 1-Mechanic

Area- South Cargo

- 3- Pay Loaders w/Large Blades
- 1-Blower
- 1-Supervisor

A.9 TRAINING RQUIRMENTS:

Mandatory training will be required of all contractors' employees that will work on site. The contractor's contract manager will coordinate appropriate training requirements with the DFM before the start of each season. Training required under this section shall not be billed to the City and shall not be less than eight (8) hours annually. This training will be in addition to any training required for the operation of equipment.

A.10 ADDITIONAL COSTS:

All costs for mobilization and any required training are covered in whole by the base fee included in this contract, no additional fees will be paid by DEN to cover training or mobilization unless specifically allowed in this document.

A.11 EQUIPMENT:

A. Contractor shall be responsible for all fueling, maintenance and operational requirements of all equipment, provided under this agreement, and appropriate disposal of all collected debris.

B. Contractor will be responsible to procure, own, operate and stage at designated areas on DEN starting October 1 through April 30, of each adjacent contract year, all the necessary equipment including, but not limited to, pushers, blowers, loaders, Melters, support equipment (including Runway X's) and supervisor vehicles. In the less than 2" scenario the contractor has the option to blow snow to the accumulation areas or into infield areas. Such equipment shall always remain within the Airport boundaries and employed only to accomplish work under this agreement. The Contractor shall be responsible to support and maintain equipment.

C. All equipment must be designed and operated to minimize the potential damage to pavement, in-pavement lights, and all other airport facilities and equipment. No plows or graders will be permitted to operate on the ramp area with metal bits. The airport may require demonstration of bits being used to verify that they do not damage lights. The cost of repair to in-pavement lights for damage beyond normal wear and tear shall be deducted from the Contractor's monthly invoice.

D. Supervisor's vehicles shall be equipped with contractor supplied radios to communicate with airport operations and field maintenance. These radios will not interface with the DEN communications network.

E. All vehicles and equipment operating on the ramp shall have communications equipment to communicate with Contractor supervisors.

F. Melters must be mobile, fully self-contained, have the capability of being loaded from both sides, and capable of self-generating water at the start of operations. Melters will be equipped with yellow beacons, high intensity lights and reflective markings clearly visible from all directions.

G. Contractor shall provide all necessary transportation for movement of supplies, inspection of equipment, and movement of workers to and from the Staging Areas.

H. 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 work areas and ramp areas cleared to ensure no hazards, equipment, or parts (i.e. Box Metal Shoes) are left behind. At the end of snow clearing operations, contractor is required to examine all equipment and confirm all parts are accounted for. In the event of a missing part contractor shall notify the DFM immediately.

I. If a piece of equipment located at the job site is non-operational due to mechanical failure, for a period of greater than one hour (60 minutes), a replacement unit will be on-site within one hour from that time. In the case of a mechanical failure during a snowstorm, Contractor must report this incident to the DFM or designee

immediately. The DFM or designee must also be notified when the equipment is operational again.

J. Subsequent to the approved initial equipment and tool list, the Contractor shall use no equal in capability equipment or tool, in the performance of the work, before obtaining the written approval of the DFM.

K. Vehicles routinely used in the Movement Area or off vehicle service roads on Taxi Lanes will be equipped with a flashing beacon mounted on the uppermost part of the vehicle. The beacon will be conspicuous from any direction, including from the air.

The upper limit of beacon intensity will be 400 candelas. The lower limit of beacon intensity will be 40 candelas.

Airfield Service Vehicles (Maintenance, Engineering, Construction and others) and aircraft service vehicles will use yellow beacons.

Vehicles not properly lit will be escorted by a properly lighted vehicle.

A.12 EXTRA WORK:

The DFM shall have the right at any time during the term hereof to direct the Contractor to perform services in addition to those expressly or implied to be required in this agreement hereinafter called "Extra Work". The Contractor shall commence Extra Work within eight (8) hours of direction by the DFM unless otherwise instructed. The Contractor will be paid for a minimum of four (4) hours work. The Contractors compensation for this Extra Work shall be in accordance with the unit prices shown in the Schedule of Unit Prices for Extra Work.

A.13 STAFFING, SUPERVISION AND SHIFTS

A. Provide all necessary operators, equipment, and supervisors during periods of snow removal operations.

B. A full time Contractor Manager, with complete authority, shall be on duty while services are being performed and shall be relieved by a similarly competent individual with the same authority.

C. The on-site Contractor Manager shall have managed and supervised a minimum of one (1) snow clearing and removal contract at least equal in type, scope, magnitude, and dollar value to the contract described in these specifications for at least five (5) years immediately prior to the date of submission of this contract. All personnel provided by the Contractor shall be fully trained and competent to perform the duties assigned in execution of the scope of work under this contract. The DFM has the discretion in his/her best judgment to review the qualifications of and require replacement of any personnel assigned by the Contractor to this contract.

D. Shifts shall be twelve hours in length. Crews shall be relieved after twelve hours of work and replaced by fresh crews. Fatigue management training and awareness shall always be the contractor's responsibility. The Contractor must coordinate breaks and shift changes with the DFM. Breaks shall be staggered unless otherwise allowed by the DFM.

E. All supervisory and staff, regularly operating equipment in the restricted area, must have security badges and have appropriate airfield driving qualifications regardless of badge status.

F. A least one Contractor supervisor, in addition to the on-duty Contractor Manager, and additional supervisor in the City B-Tower shall always be on duty from the time of mobilization through de-mobilization for each ramp.

G. DEN will provide bathroom facilities. Access will be discussed during the startup meeting.

A.14 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS:

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 DIA'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 (MSDS) 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 MSDS and MSDS 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 the snow Melter units 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, DIA 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 the Snow Melters at DEN, the contractor must provide to DIA, for review and approval, a description of the following:

1. Procedures and frequency for inspections of the storage units and all 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 of 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.

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.

A.15 SAFETY:

A. 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 DFM, 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 DFM, 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.

B. 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 DFM 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.

C. All operations and services of the Contractor in connection with the contract shall always be 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.

D. The Contractor will be required to work on aprons, taxiways, ramps, and/or roadways that are in constant use by aircraft and other conveyances. Contractor must always use extreme caution to provide safety for all persons or equipment involved in the snow removal operations, including other persons or equipment using these roadways while work is in progress.

E. The Contractor shall provide all insurance, licenses, bonds, permits, etc., for all Contractor vehicles.

F. always, 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 DFM with the Contractor immediately.

1. Aircraft movement shall take precedence over all Contractors' operations. If the Contractor is notified that an emergency operation is imminent, the Contractor shall stop all operations immediately, regardless of the sequence of events in progress, and shall immediately evacuate his personnel and equipment from the affected area as directed.
2. The Contractor shall remove its personnel and equipment to the distance specified below for the prevailing conditions. For emergencies, the Contractor shall move all personnel and equipment as directed by the DFM.
3. If the Contractor is asked to leave part of its worksite to allow aircraft operation, the Contractor shall clean the area as appropriate to allow safe aircraft movement.

A.16 SECURITY REQUIREMENTS:

A. DEN requires personnel badging and vehicle permitting, administered by the Denver International Airport 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 DFM.

B. If required, 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, 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.

Unless specifically required by the Contract Documents and except for 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.

C. The Contractor shall escort *on a full-time basis* all un-badged contractors and suppliers requiring access to the restricted areas. Only those contractors and suppliers providing materials and/or supplies shall be allowed on site.

D. CONTRACTOR PARTICIPANT MANUAL

1. Contractors are required to obtain a Contractor Participant Manual from the Airport Security Office and must follow the guidelines in the manual. The Airport Security Plan will be issued after receipt of a \$250.00 refundable deposit. Copies of the Contractor section of the manual are available for review at the Denver International Airport Maintenance and Engineering Office. The Contractor shall comply with DEN policies and Transportation Security Administration (TSA) regulations.
 - a. Airport Operations Regulations **130 TRAFFIC** and **20 CONDUCT OF PERSONS USING THE DENVER MUNICIPAL AIRPORT SYSTEM** shall be followed. These regulations are available from Airport Operations at Denver International Airport.
 - b. The TSA requires that all operating airports be secured from the general public and has the authority to issue citations for violations of these requirements. It is the responsibility of the Airport to ensure all fences and gates are secure.
 - c. Contractors will always be required to have a supervisor at each work location in the restricted areas.
2. Access to Restricted Area via Vehicles
 - a. The Contractor shall obtain access to the restricted area via vehicle only when the vehicle displays a Vehicle Permit issued by Airport Security and the driver has an Airport ID badge with a driver authorization.

E. SUBMITTAL FOR BADGES

1. Airport identification badges and driver authorization permits shall not be issued prior to Notice to Proceed. The Contractor may, at his own risk, submit the required information to DEN Airport Security prior to Notice to Proceed in order to expedite the badging and permitting process.
2. 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.
3. 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 DFM to review the procedures and required access points at DEN. The Contractor and the DFM shall visit the site to verify the access points. Access points shall be listed and submitted by the Contractor to the DFM 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 DFM as soon as possible but, in no case, less than four weeks in advance of any requirement to extend the duration of badge validations.

A.17 VEHICLE AND EQUIPMENT PERMITTING:

A. 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.

B. 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. Airport Operations Regulations **130 TRAFFIC** and **20 CONDUCT OF PERSONS USING THE DENVER MUNICIPAL AIRPORT SYSTEM** shall be followed. These regulations are available from Airport Operations at Denver International Airport.
- 2. Once admitted into the restricted area, the Contractor shall proceed directly to the Work location by way of a route assigned by Airport Security. At no time shall a Contractor or any of its personnel enter onto a taxiway, runway, or ramp without proper clearance from the Airport Operations Manager or Assistant Airport Operations Manager. Contractors or individuals violating these requirements for driving in the restricted area may be subject to fines, suspension, or permanent revocation of the Airport ID badge and driver authorization.

C. Vehicle Permitting

1. 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.
2. 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:
 - a. 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.
 - c. 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.
 - d. 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 may be obtained at Airport Security. All vehicles operating in the restricted area must always display the logo or the flag. Contractors may use old flags in good condition.
 - e. The Contractor shall obtain a driver authorization for all operators of vehicles in the restricted area.

D. 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.**

E. 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.

A.18 PREVAILING WAGES:

The Contractor and every subcontractor under this contract shall:

- a. Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection (c) of Section 20-76 of the Revised Municipal Code.
- b. Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- c. Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor.
- d. Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

If the contractor or any subcontractor shall fail to pay such wages as are required by the purchase order or contractual agreement, the Auditor shall not approve any warrant or demand for payment to the contractor until the contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the purchase order or contractual agreement have been paid.

If any laborers, worker or mechanic employed by the contractor or any subcontractor under the purchase order or contractual agreement has been or is being paid a rate of wages less than the rate of wages required by the purchase order or contractual agreement to be paid as aforesaid, the City may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

A.19 SMALL, MINORITY & WOMEN OWNED BUSINESS PARTICIPATION:

The Goods and/or Services being requested in this solicitation are not covered under Article V of Chapter 28 of the Denver Revised Municipal Code, which is designed to increase opportunities for Small (SBE), Minority (MBE) and Women Owned (WBE) Business Enterprises in the business of the City.

The City encourages the use of qualified small business concerns that are owned and controlled by economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women. The Contractor is encouraged, with respect to the goods or services to be provided under this contract, to use a process that includes small business concerns, including minority and woman owned companies, when considering and selecting any subcontractors or suppliers.

Voluntary disclosure of participation by or independent partnerships with certified SBE, MBE and WBE firms in this contract is encouraged.

A.20 SMALL, MINORITY & WOMEN OWNED BUSINESS PARTICIPATION REPORTING:

At the end of each snow season, the vendor is to report the utilization of small, minority, and women owned business. The report is to include all sub-contractors used, in which capacity the sub-contractors were used and the dollars that were paid to the sub-contractors. This report is to be compiled and provided to the City no later than June 1 after the snow season.

A.21 COMPENSATION AND FEES:

A. The base fee shall include the cost to the Airport for all mobilization and operation of plows, Melters, blowers, runway X's, loaders, operational support and equipment, including but not limited to, equipment costs, staffing costs, fuel, maintenance, overhead and profit, etc., related to pushing, blowing, piling and melting of snow for 140 operating hours, as measured by the DFM, from the time of mobilization to the time of de-mobilization. This fee shall include all services to accomplish snow removal for 40 inches of snow, as measured by the nearest National Weather Service station. Additional fees shall be due at such time that either 140 operational hours or 40 inches of snow have been measured.

B. Payment of the base fee shall be made in equal monthly installments over seven months beginning at the end of October and ending at the end of April of the following year.

C. For snow occurrences in a single contract year in excess of 40 inches or 140 operational hours, the Contractor shall move to the rate per inch of additional snow when mobilized for 15 inches in excess of 40 inches or 140 operational hours, and a rate for each inch for the next 15 inches, and a rate for each inch for the next 10 inches. **NOTE** that for the interim deployment pricing plan snow occurrences pricing over 40 inches is found in **Item 2 Schedule of Unit Prices for Extra Work**. If the Contractor is partially mobilized the fee shall be prorated based on the total pieces of equipment mobilized, versus the total number of pieces of Contractor equipment proposed and approved by the City. No additional fees shall be due regardless of snow fall if the Contractor has not been mobilized. No additional fees shall be due, if the total snow fall, received in a single contract year exceeds **70 inches**. If the 140 hours (in phase 1) is reached before the 40-inch mark, then the remaining inches (of the 40) will be deducted from the 70-inch total when calculating the maximum annual required mobilization payment. For example, if 140 hours is reached after 25 inches of snow, the remaining five (5) inches will be deducted off the 70-inch annual requirement, resulting in a new 65-inch requirement.

D. The DFM has final discretion regarding the timing and quality of the Contractor's work and may at his sole discretion and absolute judgment, withhold reasonable amounts of payment if he/she deems that the work does not meet a reasonable standard of timeliness and quality. ***In the event the Contractor is unable to mobilize equipment consistent with the DFM's mobilization order, liquidated damages in the amount of \$500.00 per hour per piece of equipment may be assessed.*** Key quality considerations are; visibility of necessary lights and markings within the Service Area, placement and control of snow within accumulation boundaries, control of windrows in the Service Area outside the accumulation areas, safety of operations (including necessary training of Contractor staff), response to directives and cooperation with airlines and airline snow removal contractors.

E. If any fines are levied against the Airport as a result of actions of the Contractor or its employees, sub-contractors, or contractors in furnishing service under this Contract the Contractor shall pay such fines, or if the Airport is required to pay the fine directly, the Contractor shall reimburse the Airport for the cost of such fines.

A.22 PRICING:

Pricing is firm and fixed for the Interim Deployment Plan for the current Snow Season (2020/2021). In all subsequent Snow Seasons the price will be adjusted to reflect an increase or decrease, if any, equal to the percentage change in the cost of purchasing as evidenced by the Consumer Price Index (CPI) Denver-Aurora-Lakewood Area for All Urban Consumers (CPI-U) as maintained by the United States Department of Labor, Bureau of Labor Statistics or its successor using as a base period, June 2015. Thereafter the month of June immediately preceding each ensuing snow season shall serve as the comparative period. If the United States Bureau of Labor Statistics shall discontinue the issuance of the Index, then the Index changes shall be calculated based on changes in the

most comparable and recognized cost-of-living index then issued and available which is published by the United States Government. **The Normal Pricing Model shall be adjusted using the CPI beginning with the 2020/2021 season.**

Due Dates for Pricing Updates:

QUARTER	PRICING UPDATE DUE DATE	PRICING PERIOD
4	September 1 st	October 1 through April 30

If the 1st of the month falls on a Holiday or Weekend, pricing update is due the next business day.

If the pricing update is not submitted by September 1st, pricing will remain unchanged for the following year. However, if the calculation shows a reduction in costs, the City may unilaterally adjust the pricing to reflect a decrease in costs.

ITEM 1 Pricing

A. Interim Deployment Plan Pricing

The following pricing model will remain in place while the Contractor is performing work in only Area B and Area C.

Price for first 40 inches or 140 Hours is \$2,998,507 per year

Monthly price is \$428,359 per month

- Pricing for over 40 inches shall be the rates found ITEM 2 Schedule of Unit Prices for Extra Work

*Normal Area Pricing will be restored when the City requests work outside of Area B or Area C.

B. Normal Pricing Model

The Normal Area model will be utilized for work in Area A, Area B, Area C, Area D, and Cargo. Normal Area Pricing will be restored based on date of request and when service levels are restored by the Contractor as directed by the DFM. Normal Area Pricing cannot be applied retroactively to any inches that have already transpired.

Price for the first 40 inches or 140 Hours is \$7,281,667.

Monthly price is \$1,040,238 per month.

1. Price for first 40 inches that the Contractor is deployed for snow removal and/or 140 hours is \$7,281,667 annually with Monthly price at \$1,040,238 for 7 months.
2. Pricing for each additional inch of snow removal services the Contractor is deployed for snow amounts from 41 inches to 55 inches is \$153,080 per inch.
3. Pricing for each additional inch of snow removal services the Contractor is deployed for snow amounts from 56 inches to 70 inches is \$133,946 per inch.
4. Pricing for each additional inch of snow removal services the Contractor is deployed for snow amounts from 71 inches to 90 inches is \$60,103 per inch.
5. Standby rate per hour is \$10,756

ITEM 2 Schedule of Unit Prices for Extra Work

As stated in Section B.11, when required at any hour, 24 hours a day, 7 days per week. Price to include all the operating costs of the equipment quoted. All operators and fuel must be included in the hourly pricing.

All prices are per hour.

Item Number	Description	Unit Price
2A)	30' blade and mover	<u>\$459.71</u>
2B)	3 cubic yard loader	<u>\$308.22</u>
2C)	5 cubic yard loader	<u>\$402.25</u>
2D)	8 cubic yard loader	<u>\$642.55</u>
2E)	Single or tandem axle dump truck w/ plow	<u>\$264.33</u>
2F)	One-ton dump truck w/ plow	<u>\$219.41</u>
2G)	Jeep or pickup with 7' plow	<u>\$165.08</u>
2H)	Bobcat with blade, bucket or broom	<u>\$174.48</u>
2I)	150 tph melters	<u>\$1723.92</u>
2J)	3000 tph Blower	<u>\$511.95</u>
2K)	Runway X's	<u>\$130.60</u>
2L)	Hour rate for additional 600 tph melter	<u>\$6895.68</u>
2M)	Mechanic and service truck	<u>\$126.42</u>
2N)	Supervision	<u>\$123.29</u>

We believe the specific elements described in this section are “CONFIDENTIAL” to Aero Snow Removal’s business and MUST not be disclosed. They are duly marked in accordance with RFP SECTION A.18 DISCLOSURE OF CONTENTS OF PROPOSAL Aero will seek a court order protecting the records, and to defend the following section upon notification and prior to release.

A. 23

PROPOSED EQUIPMENT LIST

The following is a list of Aero’s Proposed Equipment. The proposed equipment is broken down into Areas A, B, C, and D as outlined in EXHIBIT A1. All equipment will be utilized in the performance of the Contract.

All equipment will follow the Airport Security Plan and will be permitted to operate in Restricted Airside Operations Areas (AOA). All operators of vehicles in the Restricted AOA areas will have received the required Airport training. Aero will comply in obtaining all the proper access authorizations for security badges and vehicle permits to operate on the Restricted Airside at DIA.

Aero’s equipment will be in good working order and it is our understanding that in accordance with the RFP, Page 15, Section B.10 EQUIPMENT we will meet all requirements in these subsections.

In accordance with the RFP, page 13, Section B.5 STAGING AREAS, DIA will be providing two (2) Melter and Vehicle Staging Areas on the airport to store the required equipment, one (1) on the South East Side South of AA Taxiway and one (1) on the North East Side of CN/DS Taxiway.

From approximately September 15th to April 30th the equipment will be staged in the Melter and Vehicle Staging Areas to ensure prompt response to the needs to push, pile, blow, and melt snow. These winter storage areas are to follow a certified Spill Prevention Control and Countermeasures Plan (SPCC Plan) for the storage of equipment. We will be supplying the SPCC plan for the staging areas. For the winter storage area our proposal contemplates that electricity will be available to utilize block heaters in our Snow Melters.

In a similar fashion the “summer” storage area will be a fenced equipment storage area on the airport property that will also follow the certified SPCC Plan for storing this type of equipment. This area will be included in our SPCC Plan as well.

We understand and will comply with all the Vehicle Permitting requirements as specified beginning on RFP at page 24, B.17 VEHICLE AND EQUIPMENT PERMITTING. Our equipment is painted with high visibility colors and has identifying unit numbers on each owned unit. In addition, we understand that if we use subcontractor equipment an orange flag may be used in lieu of putting Aero logos on the equipment.

**Total List of Equipment
and staffing for Normal
Operations:**

OVERALL and by AREA

	Area- A	Area- B	Area- C	Area- D	Area- Cargo	Overall	Totals
600 TPH Snow Melter	2	2	2	2	0	0	8
150 TPH Snow Melter	0	1	0	0	0	0	1
Pay Loaders with Loader bucket	4	5	4	4	0	0	17
Pay Loaders w/Large box blade Pick-up Trucks	5	14	13	9	3	0	44
with Plow	0	6	0	0	0	0	6
Trucks with Plow	0	0	0	0	2	0	6
Welding Unit	0	0	0	0	0	1	1
Mechanic Truck	1	2	1	1	0	1	5
Spill Response Unit	0	1	1	0	0	0	2
Fuel Truck	0	0	0	0	0	1	1
Office Trailer	0	0	0		0	1	1
Supervisor	1	1	1	1	1	2	7
Manager	0	0	0	0	0	1	1
Mechanic Equipment Operator	1	2	1	1	0	0	5
	11	28	19	15	5	0	78

1. OVERALL

Proposed Staffing/Supervision/and Shifts Plan

The purpose of the staffing plan is to make certain Aero has enough staff with the right skills and experience to ensure successful snow removal operations at Denver International Airport (DEN). The following is the Proposed Staffing Plan for the performance of services required per specifications in the RFP.

Aero is the incumbent professional snow removal service provider for DEN. Manpower allocations have been managed over the past seven (7) years to meet the needs of the current contract. In addition to DEN, Aero manages other Category X Airports throughout the United States, large scale facilities such as container terminals in both the Ports of New York and New Jersey, and Boston, a National Football League stadium, and municipal roadways employing in excess of 1,200 employees in the performance of snow removal operations. Aero knows that finding the right staff for the project is paramount in reaching service performance objectives.

The following is a breakdown of the key staff positions required to execute the snow removal operations at DEN:

Aero designates an on-site General Manager (GM)/Operations Manager (OM) to closely oversee snow removal operations. In this capacity the GM and/or OM oversees all aspects of the snow removal and melting operations and will directly work with DIA's Director of Field Maintenance (DFM) to coordinate Aero's push and pile/snow melting activities prior to, during, and after a snow event.

An Aero Tower Supervisor will be stationed in the Ground Control Tower prior to the commencement of snow removal operations to facilitate communication between ground control air traffic controllers and Aero's supervisors overseeing equipment in the designated ramp areas.

Supervisors will oversee equipment and operators in designated areas of responsibility on the ramp during snow removal operations. These supervisors will communicate with Aero's equipment operators in their respective areas of responsibility.

Snow Melter crews will operate on the ramps while communicating with the area supervisors to ensure snow is being pushed and piled near the snow Melters ensuring efficient melting operations. Snow Melter crews also operate the snow Melter for efficient snow Melter operations. Snow and weather conditions introduce many variables that need to be adjusted while operating the snow Melter(s).

Aero's equipment operators are predominately made up of people from the surrounding Denver metropolitan area. Aero has been successful in recruiting skilled equipment operators employed in the local agriculture industry. Most of these operators have extensive backgrounds in heavy machinery work. More than fifty percent (50%) of

Aero's staff at DIA have worked for Aero for more than four (4) seasons; more than seventy percent (70%) have been with Aero for more than three (3) seasons.

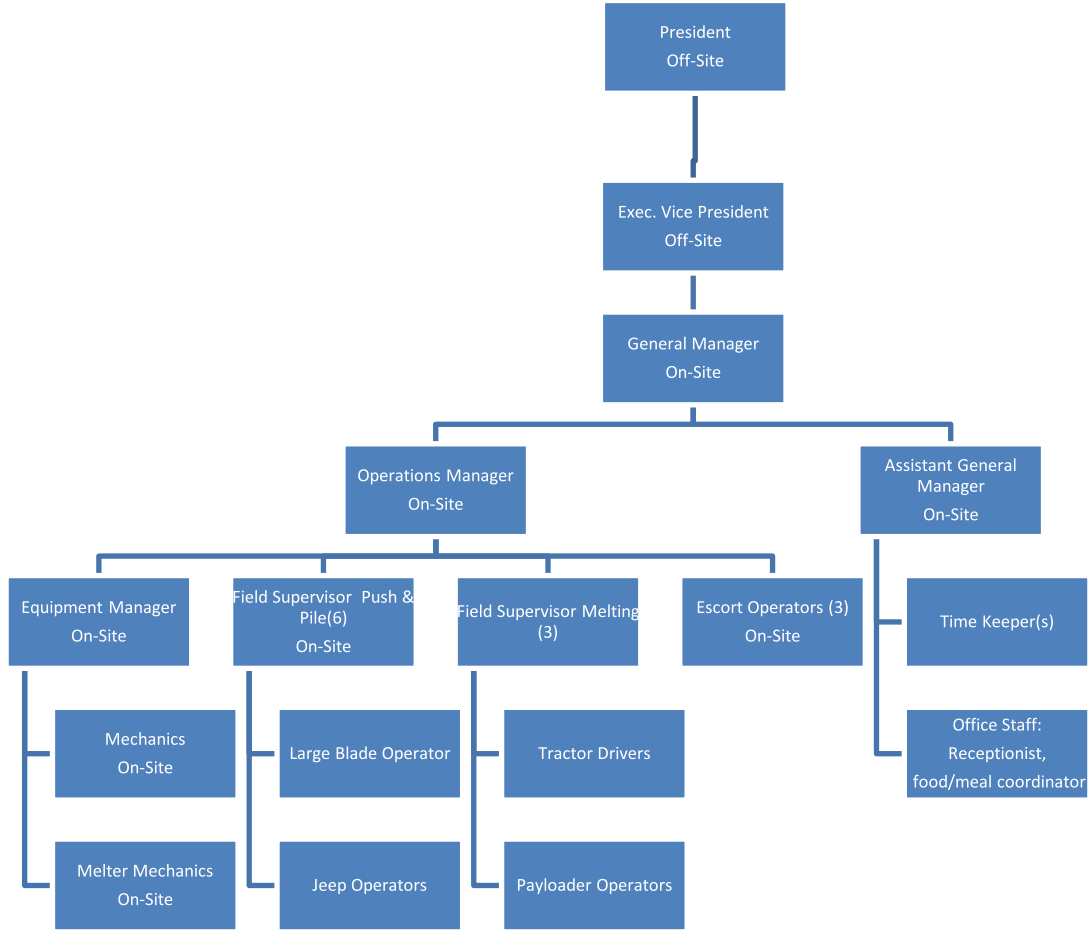
Prior to the start of each snow season Aero advertises its open positions for the upcoming season. As part of its hiring practices all staff must pass DEN's security screening process and must obtain a valid security badge. Once this important milestone is accomplished, they will be trained. Various types of training sessions are conducted on topics that include, but are not limited to: snow removal theory, snow removal operations, safety while operating on an active airfield, machine-specific training, storm water pollution prevention, spill prevention counter measures and control, non-movement driver familiarization, operator fatigue and how the training curriculums relate to the snow removal services Aero performs at DEN.

For any project to be successful it is critical to have people with the right set of skills and experience. Aero strives to hire and place the right people for the project. In many cases, with proper planning, there may be enough time to get people the training or support they need in order to succeed. A project with insufficient personnel with the requisite skills or experience, or one which relies heavily on many new outside resources introduces higher levels of risk. This risk needs to be evaluated and may potentially cause enough problems to delay or cancel a project until skill gaps have been sufficiently addressed.

Aero's experience, spanning more than thirty-five (35) years, providing snow removal service twenty-four (24) hours a day, seven (7) days a week enables Aero to keep on top of accumulating snow. To meet this high standard for service, Aero's operations are maintained on constant twelve (12) hour shifts. Each crew is switched out after operating equipment for twelve (12) hours. On some occasions, when the storm is forecast to subside during the thirteenth (13th) or fourteenth (14th) hour, a second shift is not necessary. For the most part, these occasions are few and far between. Staff is monitored and specific training is undertaken by supervisory personnel to identify and address problems associated with operator fatigue.

2. PROPOSED ORGANIZATIONAL STRUCTURE

Management Staffing Chart



A. 25**EMPLOYMENT PROCEDURE****I. PREAMBLE:**

People make the difference between success and failure in our competitive business. At Aero Snow Removal we hire the best employees available for the job openings. Best does not imply that we hire overqualified people. We want good, loyal, honest, hardworking people with a good work ethic who will be happy performing our work which may be physically demanding and repetitive. Our work requires courtesy to fellow employees, integrity, an ability to faithfully follow procedures and willingness to perform repetitive work. The following procedure is an essential process of finding and retaining people who will enable us to successfully grow and prosper by providing high quality services to our customers.

II. DEVELOPING APPLICANT FLOW:

Each geographic location provides different opportunities to increase the flow of applicants for employment. The following is a list of potential sources to increase the number of applicants. The more applicants, the greater chance of selecting good employees.

1. Newspaper Advertisements.
 - A. Daily
 - B. Weekly
 - C. Monthly
2. Referrals from good employees.
3. Referrals from prior good employees.
4. Armed services discharge centers.
5. Local ethnic organizations.
6. State employment service (not always a good source).
7. Fire Departments (occasionally a good source for part time employees).
8. Organizations like ours.
9. Other organizations who compete with us (be careful not to get into a raiding war).
10. Adult vocational or training programs.
11. Ads in specialty local news sheets - American Legion, V.F.W., and others with newsletters.
12. Word of Mouth.
13. News Releases (include accepting applicants).
14. Political connections.
15. Mailing to former applicants.
16. Temporary Personnel Agencies.
17. Permanent Personnel Agencies.
18. Signs.
19. Local educational facilities - on bulletin boards, or ads in their local newspapers.
20. Churches.

21. Use of salespeople to help recruit.
22. Radio and T.V. ads.

Group Training Session and Agenda

ALL OPERATORS/DRIVERS

1. AERO ATTENDEE REQUIREMENT:

- A. Manager, Asst. Manager., Equipment Operators

2. PRE-MEETING PREPARATIONS:

- A. Prepare the office facilities with appropriate tables and chairs.
- B. Prepare equipment which will be needed.
- C. Have all appropriate forms

3. INTRODUCTIONS:

- A. Introduce Aero people.
- B. Issue stick-on name tags.
- C. Brief on Aero's relationship with its customers.
- D. Brief on DEN as landlord and ultimate authority.

4. PURPOSE OF MEETING:

- A. To meet everyone on personal basis.
- B. To briefly describe our organization.
- C. To compile needed paperwork.
- D. To brief on our requirements with respect to the operation of
The equipment
- E. To determine operational experience and skill on P/L

5. AERO'S HISTORY:

- A. Thirty-five plus years' experience.
- B. Aero services airports primarily.
- C. One of the largest professional snow removal organizations in the U. S.
- D. Largest, privately held fleet of specialized snow removal equipment in the U. S.

6. PLOWING AREAS:

- A. Ramps (restricted).

7. EQUIPMENT UTILIZED:

- A. Large Blades.
- B. Payloaders
- C. Jeeps
- D. Melters
- E. Support Equipment

8. DISTRIBUTION AND REVIEW OF INFORMATIONAL MATERIALS:

- A. Distribute and discuss "Aero Rules and Regulations".
- B. Distribute and discuss "Directions to DEN base".
- C. Distribute Aero business cards.

9. SNOW BOARD DEMONSTRATION:

- A. Efficient plowing.
- B. No back-blading.
- C. Proper shaping of pile.
- D. Proper bucket stance.
- E. No scraping with cutting edge or "C" frame.
- F. Explain L/B floating feature.

10. COMPENSATION:

- A. Minimum per call-out (explain and give rate).
- B. Standby rate (explain and give rate)
- C. Operational rate (explain and give rate)

11. ORIENTATION SESSION:

- A. We may ask some to attend.
- B. Will pay a fee for attendance (explain and give rate)
- C. Must attend if invited.

12. DISTRIBUTION OF FORMS:

- A. Distribute "Applicant Questionnaires" and assist in completion of same.
- B. Distribute "D/SA Agreement" and answer any questions.

13. COLLECTION OF FORMS:

- A. Collect and review "Applicant Questionnaires".
- B. Collect and review "D/SA Agreements".
- C. Collect pens and pencils.
- D. Advise L/B Demo and P/L test will be next.
- E. Ask if anyone is rushed so that we may test them first.
- F. Inform group that those hired will be notified by phone.
- G. Thank the group for their attendance.

14. EQUIPMENT TEST:

- A. Administer test and rate each applicant.

15. LARGE BLADE DEMO:

Have experienced operator simulate working with large blade and comment on operations.

A. 26**STANDARD PRACTICE INSTRUCTION****Policy**

It is the policy of Aero Snow Removal ("Company") and its affiliates to promote the principle of equal employment opportunity for all, a principle to which the Company is morally and legally committed. It is our policy to ensure that all persons recruited, hired, trained, and promoted are treated without regard to their race, creed, color, national origin, age, sex, marital status, handicap, liability for service in the armed forces or status as a disabled or Vietnam era veteran. All decisions regarding employment and all other personnel actions must be made or administered in accordance with these principles. By the development and issuance of its Affirmative Action Program, the Company has taken positive action to affirmatively implement this policy and to guarantee continued adherence to the objectives of this program. Such action shall include, but not be limited to, the following areas:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, benefits, other forms of compensation, and selection for training including apprenticeships.

1. Compliance with the Law

This policy of the Company is consistent with the requirements of, and objectives set forth in federal legislation, state legislation, executive orders, federal regulations, state regulations, agency guidelines, and other applicable legislation on equal employment opportunity. It is the Company's long-standing policy to abide by all federal, state, and local laws and regulations dealing with this subject. While this Company's performance in this area has been exemplary, it is good practice to periodically remind ourselves of our goals for fair employment practices. Equal Employment Opportunity is not only the law, but it is a principle of this Company's operation. Every employee is expected to cooperate to achieve this goal, and we firmly stand behind this principle.

2. Prohibited Practices

A. Adherence to this Equal Employment Opportunity Policy in the areas of employment, promotion, demotion, transfer, layoff, termination, compensation, benefits, and training shall preclude any practices that are influenced by consideration of race, creed, color, national origin, age, sex, marital status, or handicap.

B. The Age Discrimination in Employment Act, in addition to prohibiting mandatory retirement before age 70 for most employees, also prohibits discrimination in compensation, terms, conditions or privileges of employment for employees age 40 through 69. Because of this legislation, persons in this age group are increasingly sensitive to hiring and termination practices.

C. Ethnic, religious, or sexual considerations will not be used as personnel actions affecting any of our employees.

D. The company neither permits nor condones any form of behavior involving sexual harassment of any of its employees and, accordingly, has communicated its position to all employees. By means of the two notices shown in the referenced exhibits, all members of management and all employees are informed of the Company's position on discrimination and

harassment. First, Notice I am designed to be sent to Regional Vice Presidents advising them of the Company's position and informing them of both their accountability for administration of this policy and their responsibility for reporting infractions. Second, Notice I-A is intended for bulletin board posting. It advises all employees of this policy prohibiting discrimination and harassment and of the procedure for reporting violations of the policy. In addition, it contains the name of the respective Regional Vice President who has been appointed to handle complaints of discrimination and harassment in their branch location.

E. It is Company policy that neither sexual harassment nor rewards for the granting of sexual favors have any place in the workplace. It is a Company goal to provide a workplace free of tensions involving matters which do not relate to the Company's business. An atmosphere of tension created by ethnic or religious remarks or animosity, unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature does not belong in the workplace. The Company expects all employees to further the policy outlined herein by taking steps to avoid even the appearance of sexual harassment in the workplace.

3. Responsibility

A. Management

The Company may be held accountable for acts of discrimination or harassment in situations in which it is reasonable to conclude that its management should have known of such practices. Therefore, management personnel have an obligation to investigate and take appropriate remedial and disciplinary action in all cases in which they have knowledge of violations of this policy.

It will be the responsibility of all Regional Vice Presidents for both the implementation of this program and the handling of complaints of discrimination or harassment. All levels of supervision and management are specifically responsible for:

- a. Affirmatively communicating and supporting all aspects of this policy.
- b. Reporting promptly to the Executive Vice President all alleged incidents of discrimination or harassment.
- c. Assisting and cooperating in all investigations of policy violations.
- d. Handling all complaints and investigations of discrimination or harassment in a confidential manner.

B. Employees and Applicants for Employment

It is the responsibility of any employee or applicant who feels subjected to discrimination or harassment to advise management of the incident(s) and cooperate in any investigation of the matter. All such incidents should be reported to the employee's supervisor, or the Regional Vice President designated to receive such complaints for the branch office.

4. Implementation: Internal Complaints

A. Investigation

General Managers are to receive all complaints of discrimination or harassment from any of their base office locations.

General Managers receiving such complaints shall immediately advise the Vice President who in turn will be responsible to make timely reports of all such complaints to the Executive Vice President.

The General Manager conducting the investigation must document all matters related to the complaint, including contents of meetings, interviews, review of records, results of

investigation and all resulting actions taken, and continuous and timely reporting to the Vice President and President will be required. Signed written statements of facts must be obtained from all persons interviewed.

First, and preliminary to conducting the actual investigation, the Regional Vice President should obtain information about the alleged discrimination or harassment from the victim. The Regional Vice President should ask for documenting facts about the incident, including what was said and done and what the victim regards as "inappropriate behavior." Only if this initial interview reveals some facts supporting the allegations should a further investigation be conducted.

During the investigation of a sexual harassment allegation, the identity of the alleged harasser should not be released to any third-party witnesses. The safeguard that this would provide is that, in the event the allegations have no basis whatsoever, the employee accused of harassment would be saved from any taint. Of course, as the investigation progresses, disclosure of that party's name might become necessary and complaints would be handled on a case by case basis.

Decision on a complaint will be made by an uninvolved member of management with responsibility for the parties involved, based on the investigation report, and in consultation with the Vice President.

B. No Discrimination or Harassment

a. If a thorough investigation indicates that there is no basis to substantiate the alleged discrimination or harassment, both the complainant and the accused will be advised of the finding.

C. Finding of Discrimination or Harassment

If the violation of this policy is not of a serious nature, the individual(s) responsible for the incident(s) will be given a written warning which will advise such employee(s) that further similar acts will result in disciplinary action, up to and including termination of employment.

If the act is a serious violation of this policy, then the individual(s) responsible for the incident(s) may be subject to immediate termination. Examples of serious violations include, but are not limited to, the following:

- Selection for promotion and salary increases of a non-minority male with less experience and training in his classification than a minority group female.
- Use of one's power or authority to explicitly condition a personnel action upon the response of an employee or applicant to a request for sexual favors.
- Repeated violations of this policy after prior warning(s).

D. The complainant should be advised of the results of the investigation.

E. If necessary, corrective personnel actions will be taken with respect to any complainant who has suffered an adverse personnel decision as a result of discrimination or harassment.

5. External Complaints

Any charges filed with any federal, state, or local agency, alleging discrimination, must be thoroughly investigated and handled in an expeditious manner.

A. Procedure

1. Copies of all charges filed with any agency, alleging discrimination on the part of the Company or any employee, must be immediately forwarded to a Vice President (see paragraph 4.C.b.).
2. The Vice President will commence an immediate investigation to determine all the facts and circumstances which gave rise to the charge of discrimination. A signed written statement from each employee who has any knowledge of the facts or circumstances pertaining to the charge must be submitted to the Executive Vice President along with a summary of the facts prepared by the Regional Vice President, within seven (7) days of receipt of the charge.
3. No one is authorized to have any conversations or other communications with any representative of any agency without the prior approval of the Executive Vice President. In all circumstances a member of the legal department or an outside attorney will represent the Company in all dealings with Equal Employment Opportunity agencies. If any member of any agency requests information before an attorney has been assigned to the matter, the Regional Vice President should advise the agency that the matter has been turned over to the Company legal department. An attorney will contact the agency to discuss the matter.
4. No correspondence or documents are to be provided to any agency without the prior consent of the Executive Vice President.
5. No settlement agreement may be entered with any agency without the prior approval of the Executive Vice President.

A. This policy applies to Aero Snow Removal and all affiliate companies. Many individuals file complaints with governmental agencies protesting alleged adverse action taken against them by an employer, sometimes with no basis in fact, but rather on a "let's see what happens" basis. Our ability to operate effectively and efficiently mandates that enough documentation be readily available to demonstrate that our every action is taken without regard to race, creed, color, national origin, age, sex, marital status, or physical ability. Our inability to provide such documentation substantially increases the possibility of having to settle frivolous claims, and further, encourages others protected by Equal Employment Opportunity legislation to file additional claims against the Company.

A. 27 Detailed Operating Procedures

OVERVIEW

Aero either directly or through its subcontractors will perform certain snow clearing, maintenance and fueling services for DEN and related services, as may, from time to time hereafter, be requested. As stated in RFP Section B.5.C. in this section of our submission we are providing more detailed operating procedures for the DEN's review.

SERVICE LEVELS

Aero will perform either a push and pile service or a push, pile and melt service dependent on the area as more fully described in the specific area plan of this section.

The goal of the Operation plan is to provide snow removal on the main ramp area to assure safe aircraft operations and to have the surface markings and lighting visible to the extent possible due to the weather conditions.

Snow windrows and piles will be kept to a minimum during snow removal operations. The goal will be to complete melting within four (4) hours after the completion of the push and pile operation. However, each snow event is different and our ability to accomplish the goals set forth within this proposal will be affected by the nature of the storm, the temperature, ramp congestion, and other factors outside of Aero's control. In rapidly falling snow there may well be whiteouts, periods of virtually zero visibility, and clearing snow subsequent to those events will require additional time. There will be brief periods when windrows will be present until they can be effectively moved to the piling site.

Pushed snow may very well cover some of the line markings on the ramp. Snow clearing operations will commence upon notice from DEN and will continue until Aero has returned the ramp surfaces to generally accepted industry standards. However, based on our experience, we expect that a coating of snow may remain on paved surfaces at the conclusion of some plowing operations. Said coating of snow is attributable to several conditions (i.e. Snow compacted by aircraft or ground equipment traffic, uneven pavement surfaces, wet snow, wet snow with cold temperatures, etc.) which cannot be practically controlled.

To return the ramp to bare concrete may well require the use of power booms or the application of de-icing and/or anti-icing agents by the DEN for which Aero cannot assume responsibility. If, however, the City is required to apply chemical, sand or use its own equipment to mitigate ice accumulations caused as a result of Aero's melting operations or gross negligence, DEN is responsible for such mitigation and at no cost to Aero. As stated in the RFP the contractor must use rubber edged equipment, this will mitigate any potential damage to apron concrete areas and in pavement lights; this type of rubber edge equipment prohibits the cleaning of this skim coating of snow or ice down to a bare surface.

Aero's response does not contemplate that Aero will be providing power brooms or winter materials including, but not limited to, sand, sodium formate, potassium acetate, de-icing materials or the like.

SNOW REMOVAL FROM AIRLINE AREAS

Aero shall physically remove and melt, at no cost to the airlines, snow that is pushed and piled by airline personnel or airline contractors from the "Airline Areas" (110 acres) to the VSR areas. If, however, Aero has completed their contractual obligations in a given area (Area A - South of Terminal A, Area B - between Terminals A & B, Area C - between Terminals B & C, and Area D - North of Terminal C) and is called back to collect and dispose of pushed and piled snow from airlines' areas adjacent to a "completed" Aero area; such work will be payable by the

airlines at the “Extra Work” rates, terms and conditions set forth in Aero’s RFP response. Furthermore, if the airlines deliver pushed and piled snow to a melting location after melting activities at that location have been completed, that additional melting will be billed to the airlines at the “Extra Work” rates, terms and conditions set forth in this RFP response.

From time to time when it is operationally expedient and will not impact adversely on Aero’s contract obligations or efficiency, and only after the airlines have retracted jetways and consolidated ground support equipment, Aero will enter airline areas to assist in the removal of snow from said areas to designated snow melting or storage sites. The decision to assist with the removal of snow from airline areas rests with the Aero Manager, who will consult and coordinate with DEN operations to provide the most efficient snow removal service for both Aero and airline areas of responsibility. Aero’s decision to provide such service to these areas will be contingent on its ability to accomplish the additional work without unduly adding to the operational time of Aero’s operators or equipment.

Please note that Aero is not responsible for the Gate areas, other than the International gates in Concourse A. Moreover, we will not be responsible for snow that has been contaminated by airport operations, including de-icing. Aero will move the snow from one location on the airport to another, but we are not responsible for the contamination of snow by others.

GPS GUIDANCE

In order to ensure the piling of the snow is done in the appropriate areas and the melting is done as efficiently as possible we will use a GPS system to locate and record the drain locations as well as the perimeter borders of the snow storage areas. This will permit us to put out markers during a snow event so our operators will know the correct piling site and the Melters may be in the correct location.

FUELING

During the operation we will need to fuel our equipment and the Melters. We are aware of the importance that DEN places on proper fueling procedures being followed. In conducting any activity on DEN property, Aero Snow shall comply with all applicable airport, local, state, and federal rules, regulations, statutes and environmental requirements as outlined in DEN’s Environmental Management System (EMS). Aero Snow will prepare and maintain a training program and spill prevention plan for fueling activities and equipment in accordance with DEN’s EMS.

MOBILIZATION

Aero’s operation plan is based upon the RFP specification that DEN will call us out and we will have a minimum four (4) hour response time to mobilize. A mobilization directive is irrevocable. When given the directive to mobilize Aero’s management will immediately start to assemble operators, office and support staff. Accordingly, once this process has begun the operation plan is based upon a minimum of four (4) hours of Mobilization or Ready Time. As previously discussed, it will be necessary to maintain constant and frequent communication

between Aero and DEN about the impending storm. The forecasted storm will determine the amount of equipment DEN anticipates mobilizing. Further, the timing of the storm will impact on Aero's ability to call-in an enough operator to ensure a compliant response time.

Aero must caution that if DEN asks for a partial i.e. fifty percent (50%) call-out and thereafter the storm intensifies and DEN decides to go to a full one hundred percent (100%) call-out, then depending upon road conditions in the Denver metro area and at the airport, Aero may not be able to mobilize the additional labor force within the four (4) hour time frame. The roads to the airport and in the surrounding communities may become impassable. This situation could negatively impact on additional operators' ability to get to Aero's control center at DEN.

Regarding the requirement that the snow be melted within four (4) hours after the end of the snow fall, in those cases where a fifty percent (50%) call out is made Aero cannot guarantee this standard is reached. DEN should note that with a fifty percent (50%) call out service cannot be provided to all contract areas simultaneously. The equipment will be consolidated and moved from area to area along with supervisory personnel.

In accordance with the time and material schedule provided in the contract, Aero will make equipment available at less than fifty percent (50%) but not on a pro rata basis per unit of the basic fee. Aero recommends that DEN make a full call-out as snow is forecast to exceed two inches (2") in order to avoid a second call-out which could very well be delayed because of conditions on the highways.

It is Aero's recommendation that all equipment commence work at one inch (1") of accumulation above the ground surface and work continuously throughout the storm.

CONTROL CENTER

Aero's airport office/control center will be located at DEN in the area designated for construction office trailers. It is Aero's understanding a space that can accommodate four (4) trailers, each measuring approximately 12' x 60', will be available with access to all utilities including water, electric, telephone and sewage. Parking for control center staff and operators will be near the construction trailer area. Aero's response to this RFP contemplates it will be using these offices on a year-round basis and no rental fee will be assessed for either the office trailer parking area or the vehicle parking area.

This control center will be in communication with Aero's supervisors via cellular telephones and two-way radio communication. In addition, Aero will provide DEN with the ability to communicate directly with the supervisors via cellular telephone. Aero's supervisors and control center will also can communicate with the equipment operators during a snow event. However, it is necessary to note that, in our experience, heavy equipment operators often use ear protection while operating the equipment and this negatively impacts on our ability to communicate with them electronically. Hence, supervisors are always kept in the area to ensure both visual as well as verbal communication.

SECURITY

Aero with its vast operational experience at Category X airports is familiar with the security rules and procedures required at high security airports like DEN. Aero understands and will comply with all the airport and Transportation Security Administration (TSA) rules and regulations regarding the procedures required to obtain badges for its personnel. Included in the Exhibit portion of Aero's response to this RFP are copies of DEN rules and regulations 130 Traffic, 20 Security, and 30 Conduct of Persons Using the Airport. All of Aero's current employees have been subject to criminal background checks, fingerprint screening, etc. at the other airports for which we provide service. Assuming Aero is the successful bidder, managerial personnel will meet with the appropriate personnel at DEN to learn the proper procedures and to coordinate the badging of the 175 to 300 employees/contractors needed to work during snow events. It should be noted that, on a limited basis, there may be employees from other Aero snow bases assigned to DEN on a short-term basis to assist in snow removal operations. These employees will comply with all security and badging requirements, but their driver's license will be issued by their home state since they will be on temporary duty in Colorado.

STANDING WATER

In providing the melting services as set forth in the RFP, Aero will make every effort to station the Melters as closely as possible to the drains. In some cases, the ramp may not flow to the drain in which case Aero will build snow berms to help direct the water to the drain, reducing standing water. At the end of the melting operation Aero shall make its best effort to push the remaining water into the drains. DEN will be responsible to put down materials to ensure that ice doesn't form and create a slippery condition.

ADDITIONAL COSTS

Regarding additional costs, all costs for mobilization and required training are entirely covered by the base fee included in the contract. However, should DEN's requirements change, the cost of such changes may require additional charges.

DISPOSAL

Aero will be responsible for disposal of its debris. However, disposal of debris collected from the airlines and/or the DEN ramp shall be their respective responsibility.

EQUIPMENT

Aero will replace any equipment that is non-operational for a period of one hour (1 hr.) and will report this fact to DEN. Note that equipment will be consolidated, and areas will not be completed at the same time. Accordingly, as individual pieces of equipment are replaced, they will be dispatched to other locations as required or signed out.

Vehicles routinely used in the movement area will be equipped with flashing beacons.

COMPLIANCE WITH/ENVIRONMENTAL REQUIREMENTS AND SAFETY

Please see Section H for details on compliance and Section F for safety.

Area A – South of Concourse A -OPERATIONAL PLAN

DESCRIPTION OF SERVICES

Snow clearing hereunder shall include the removal of snow accumulations from the surface areas specified and described in Exhibit A1 and shall consist of the pushing, piling, and blowing of accumulated snow as more fully set forth below:

The clearance of accumulations of what is commonly known and understood to be snow from South of Concourse A, Taxiway AS and Taxiway AA beginning at the Concourse A South Side VSR, East of Oakhill Vehicle Service Road (VSR) and West of Van Driver Vehicle Service Road to which the Airlines push snow from the gate area, continuing either east, west or south across the taxiway edge marker lights push, pile and store or melt the snow in the two (2) areas identified on EXHIBIT A1 as “Snow Storage Area” and “AA Melter location”. Snow Melter location on 1.) Southwest Side of Taxiway AA and snow storage area located at 2.) South East Side of Taxiway AA. The VSR will be kept open at all times and the snow on the south side of the taxiway may be initially feathered to a height of two (2’) feet to assure adequate wing and engine clearance and may then be piled and left for natural melting outside of the Object Free Area (OFA).

Our experience has taught us that such feathering may be difficult to accomplish; therefore, we will initially pile the snow closer to the VSR to maximize the storage capacity of the area. This will also delineate the southernmost boundary of the snow piling area. Snow Melter will be limited to the West side of center-core (and “A bridge”). All snow will be pushed and piled at melter location Southwest corner of ramp, near Gate 1 and will be pushed South of OFA line and melted. The equipment to perform this work is defined below and in the Section 2 b) Proposed Equipment Listing. For this area, a single supervisor will be assigned to oversee the push and pile snow blow operation.

The snow will be pushed in an east, west, and southerly direction on Taxiway AS and AA past the taxiway edge marker lights and beyond the OFA. The large blades will be positioned to work on the east, west and central section of AS Taxiway and AA Taxiway concurrently.

In addition to the large blades, payloaders and Melters, there will be one (1) mechanic assigned to Area A to support the equipment, including the snow Melters. The mechanic will have service vans, inventories of spare parts we have found to be most important to have on hand during a snow event to assure prompt response to any mechanical need. When the equipment is being fueled the mechanic will check the equipment to ensure fluids and operating parameters of the equipment are within guidelines.

In the event the storage of snow within the area identified becomes unacceptable due to the large volume, then the responsibility of finding alternate storage sites and the movement and loading of the excess accumulations shall become the responsibility of DEN. Should DEN choose to have Aero melt the excess snow on-site or relocate the additional accumulations to other melting sites, then the equipment and manpower to accomplish the task shall be provided in accordance with the provisions for RFP SECTION B: B.11 “Extra Work”.

See SECTION-2 b) Proposed List of Equipment - Area A

Area B – Ramp Between Concourse A & B- OPERATIONAL PLAN

DESCRIPTION OF SERVICES

Snow clearing hereunder shall include the removal of snow accumulations from the surface areas specified in the RFP and described in Exhibit A1 and shall consist of the pushing, piling, blowing and melting of accumulated snow as more fully set forth below:

The clearance of accumulations of what is commonly known and understood to be snow from AN Taxiway and BS Taxiway, East of Oakhill Vehicle Service Road (VSR) and West of Van Driver Vehicle Service Road. This area is North of Concourse A, beginning at the International Gates in the center of the Concourse, to which the airlines push snow from the gate area, to the area centered on the primary taxiway and designated as the color “green shaded” area for snow storage and melting; then from the south side of Concourse B from the VSR, to which the airlines push snow from the gate area we will push the snow in a southerly direction to the area centered on the primary taxiway and designated as the color “green shaded” area for snow storage and melting.

Aero will utilize fourteen (14) payloaders with large blades, two (2) 600 ton per hour snow melters, one (1) 150 ton per hour snow melter and four (5) “Pick-up trucks with plows” to push the snow into the designated snow melt area which is centered between Taxiway BS and AN. The pile will be formed to permit the on-going use of the secondary taxiways for access to the BS and AN gate area. The large blades, pick-up trucks w/plows and snow melters blower and support equipment will be under the direction of one (1) supervisor. The pushing and piling will be coordinated as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melt areas.

Clearing of snow from the International Gate areas A-33, 35, 37, 39, 41, 43, 45, and 47 on the North side of Concourse A will be accomplished by five (5) pick-up trucks with plows and two (2) payloaders with large blade snow pusher. They will push snow away from the terminal/gate areas across AN Taxiway to the snow storage /snow melting site. The snow removal in the International Gate Area will be under the direction of one (1) Supervisor. The repositioning of all jet ways and support equipment (i.e. baggage carts, tugs, airplane umbilical cords (water, HVAC, electrical, etc.) will be the responsibility of DEN. Aero will not be responsible for obstructions that cannot be seen due DEN’s failure to properly mark them. These obstructions include, but are not limited to, manholes, hydrant pits, water lines, electrical lines, etc. At the completion of the snow removal operation when we have, with DEN’s approval, completed the

push and pile operation, then, in that event, should we be called back to the area to clear areas previously encumbered by equipment, jet ways, etc. such work will be provided in accordance with the provisions in the RFP SECTION B: B.11 “Extra Work”.

Melting will be done utilizing up to two (2) 600 tons-per-hour mobile Melters and one (1) 150 TPH Melter as specified in the RFP and listed in SECTION 2 b) Proposed Equipment Listing. The Melters will have a tractor attached to permit re-positioning, when required, without delay. Two (2) 600 ton-per-hour mobile Melters will be positioned in the green shaded area of AN/BS Taxiways and one (1) 150 tons-per-hour Melter will be positioned at the East end of B concourse, between KILO taxiway and Van Driver within the OFA. There will be two (2) pay loaders assigned to each 600 TPH Melter and one (1) pay loader assigned to the 150 TPH to load snow. Prior to positioning the snow Melter(s) in this area we will position Lighted X Plants as described in RFP SECTION B Scope of Work Technical Requirements B.3.B on the eastern edge of the designated Melter operational area(s).

In addition to the payloaders with large blades, payloaders and Melters, there will be on (1) mechanic assigned to Area B to support the equipment in the area. The mechanic will have a service van, inventories of spare parts we have found to be most important to have on hand during a snow event to assure prompt response to any mechanical need. When the equipment is being fueled the mechanic will check the equipment to ensure other fluids and operating parameters of the equipment are within guidelines.

See SECTION-2 b) Proposed List of Equipment - Area B

Area C – Ramp Between Concourse B & C -OPERATIONAL PLAN

DESCRIPTION OF SERVICES

Snow clearing hereunder shall include the removal of snow accumulations from the surface areas specified in the RFP and described in Exhibit A1 and shall consist of the pushing, piling, blowing and melting of accumulated snow as more fully set forth below:

The clearance of accumulations of what is commonly known and understood to be snow from BN Taxiway and CS Taxiway, East of Oakhill Vehicle Service Road (VSR) and West of Van Driver Vehicle Service Road the North side of Concourse B beginning at the VSR, to which the airlines push snow from the gate area, continuing across the ramp area on to the area centered on the primary taxiway and designated as the color “green shaded” area in EXHIBIT A1 for snow melting; then from the South side of Concourse C starting at the VSR, to which the airlines push snow from the gate area we will push the snow in a southerly direction to the color “green shaded” area in EXHIBIT A1 for snow melting. Prior to positioning the snow Melter(s) in this area we will position Lighted X Plants as described in RFP SECTION B Scope of Work Technical Requirements B.3.B on the eastern edge of the designated Melter operational area(s).

Aero will utilize the thirteen (13) payloaders with large blades and two (2) snow melters listed below and in SECTION 2 b) Proposed Equipment Listing to push, pile and melt the snow in the area which is identified as the green shaded areas on EXHIBIT A. The pile will be formed to

permit the on-going use of the secondary taxiways for access to the BN and CS gate areas. The payloaders with large blades will be utilized for the push and pile operation under the direction of one (1) supervisors. The pushing and piling will be coordinated to minimize interference with aircraft movement and to move the snow as efficiently as possible into the storage (prior to melting) areas.

Melting will be done utilizing up to two (2) 600 tons-per-hour mobile as listed in SECTION 2 b) Proposed Equipment Listing. There will be two (2) payloaders assigned to each Melter to load snow. Prior to positioning snow Melter(s) in this area we will preposition Lighted X Plants as described in SECTION B Scope of Work Technical Requirements B.3.B on the eastern edge of the designated Melter operational area(s).

The clearance of accumulations of what is commonly known and understood to be snow from K/B Taxiway East side Concourse B to which the airlines push snow from the Regional Jet (RJ) gate area one (1) 150 tons-per-hour snow Melter as specified in the RFP EXHIBIT 1A and listed in SECTION 2 b) Proposed Equipment Listing. The equipment for K/B Taxiway will be under the direction of one (1) of the four (4) Supervisors in Area C. There will be one (1) payloader assigned to this snow Melter. In addition, one (1) payloader with a large blade and two (2) Jeeps with plows will be assigned to this area to push and pile snow East beyond the K/B Taxiway edge marker lights and beyond the OFA.

In addition to the large blades, payloaders and Melters, there will be one (1) mechanic assigned to Area C to support the equipment, including the snow Melters. The mechanics will have service vans, inventories of spare parts we have found to be most important to have on hand during a snow event to assure prompt response to any mechanical need. When the equipment is being fueled the mechanic will check the equipment to ensure fluids and operating parameters of the equipment are within guidelines.

See SECTION-2 b) Proposed List of Equipment - Area C

Area D – North of Concourse C-OPERATIONAL PLAN

DESCRIPTION OF SERVICES

Snow clearing hereunder shall include the removal of snow accumulations from the surface areas specified in the RFP and described in Exhibit A1 and shall consist of the pushing, piling and melting of accumulated snow as more fully set forth below:

The clearance of accumulations of what is commonly known and understood to be snow from CN Taxiway and DS Taxiway, East of Oakhill Vehicle Service Road (VSR) and West of Van Driver VSR and including East of Concourse C K Taxiway the north side of Concourse C beginning at the VSR, to which the airlines push snow from the gate area, continuing across the ramp area to the area designated as the color “green shaded” area in EXHIBIT A1 for snow storage/snow melting area.

Aero will utilize nine (9) payloaders with a large blade and two (2) snow melters as listed below and in SECTION 2 b) Proposed Equipment listing to push, pile and melt the snow into the designated storage area north of DS West Remain Over Night (RON), specifically at RON parking spot DS-10 and at CE RON pad, specifically at CE-4. The pile will be formed to permit the on-going use of the taxiway for access to the CN Gate areas. The payloaders with large blades will be utilized for the push and pile operation under the direction of a supervisor. The pushing and piling will be coordinated to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melting area. At CE-4 the second snow melter will be positioned for melting operation. The melter will be parked East of the OFA line on KILO Taxiway.

Melting will be performed utilizing up to two (2) 600 tons-per-hour mobile Melters as specified in the RFP and listed in SECTION 2 b) Proposed Equipment Listing. The Melters will have a tractor attached to permit repositioning, when required, without delay. There will be two (2) payloaders assigned to each Melter to load the snow.

In addition to the payloaders with large blades, payloaders, and Melters there will be a mechanic assigned to Area D to support the equipment. The mechanic will have a service van with an inventory of spare parts we have found to be most important to have on hand during a snow event to assure prompt response to any mechanical need. When the equipment is being fueled the mechanic will check the equipment to ensure fluids and operating parameters of the equipment are within guidelines.

See SECTION-2 b) Proposed List of Equipment - Area D

Area South Cargo– **Cargo Area-OPERATIONAL PLAN**

DESCRIPTION OF SERVICES

Snow clearing hereunder shall include the removal of snow accumulations from the surface areas specified in the RFP and described in Exhibit A1 and shall consist of the pushing, piling and blowing of accumulated snow as more fully set forth below:

The clearance of accumulations of what is commonly known and understood to be snow from East end of South Cargo Ramp to West end of South Cargo Ramp. The Cargo carrier personnel will push snow from the aircraft gate area to ramp outside of the outer vehicle service roads and outside each aircraft safety envelopes.

Aero will utilize three (3) payloaders with a large blade, two (2) trucks with plows and one (1) snow blower as below and in SECTION 2 b) Proposed Equipment Listing to push, pile and blow the snow into the designated storage area west of the Cargo Ramp area. The pile will be formed to permit the on-going use of the aircraft gate area's on the South and North side of the Cargo Ramp. The payloaders with large blades, trucks with plows and blower will be utilized for the push, pile and blow operation under the direction of one (1) supervisor. The pushing and piling will be coordinated to minimize interference with aircraft movement and to move the snow as

efficiently as possible into the snow storage/snow blowing area. At the West end of the Cargo Ramp, snow will be blown onto designated Snow Storage area for natural melting.

DISPOSAL OF AIRFIELD DEBRIS

In accordance with Section B Scope of Work and Technical Requirements Subsection B.10.A “disposal of collected debris” Aero’s snow Melters will accumulate various types of airfield debris to include foreign objects and debris (FOD) from the ramp. Aero’s mobile snow Melters are designed in such a way as to collect this material without re-introducing the material to the airfield essentially leaving the airfield relatively cleaner (by removing debris that was present) than before the snow melting operation started. Per DEN’s specification this material must be disposed of by the contractor. This material may or may not be hazardous and hard to clarify due the collection methods used and the vast amount of area it has been collected from. Due to this fact the material should remain the property of DEN. Aero will coordinate with the DFM so DEN can collect this debris sometime after the mobile snow Melters are cleaned out after a snow event.

Foreign Object Debris (FOD) is any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft. Aero operates equipment in these areas; if FOD is not removed it can potentially damage aircraft. Aero is aware and we will ensure the airfield remains as safe as possible for aircraft to operate on. During our snow removal operation on the ramp areas we will have a HIGHTENED AWARENESS to IDENTIFY, REPORT, and COLLECT FOD.

Before and after a snow event where we are mobilized to conduct snow removal operations on the ramp areas, we will check to ensure parts on our equipment are properly fastened to the equipment. At the completion of an event, machines will be inspected to ensure parts are not "missing"; if parts are found missing, we will immediately conduct a sweep of the area(s) where the machine was working to find/remove the missing part. If we believe that we cannot find the missing part(s) we will notify DEN Operations and inform them of the area(s) and the type of part so they can assist us to ensure the ramp areas are safe to operate aircraft. SAFETY ON THE AIRFIELD IS EVERYONE'S RESPONSIBILITY; we want to ensure AERO is doing its very important part in keeping the Airport SAFE.

A. 28 Description of the Safety Plan

Management Leadership and Employee Involvement

Management commits the necessary resources of staff, money, and time to ensure that all persons on the worksite are protected from injury and illness hazards. In addition, management visibly leads in the design, implementation, and continuous improvement of the site’s safety and health activities. Specifically, the highest-level management establishes and reviews annually the site’s safety and health policy and ensures that all employees know, understand, and support that policy. All management levels, with input from hourly employees, develop an annual safety and health goal with objectives and action plans to reach that goal. At the end of each year all management levels, with input from hourly employees, evaluate progress in accomplishing the

action plans, achieving all objectives, and meeting the annual goal. This evaluation, which also includes an evaluation of the overall safety and health program, results in a written report that includes the next year's goal, objectives, and action plans, including any remaining action needed to accomplish the current year's goal.

Management ensures that all employees, including themselves, have clearly written safety and health responsibilities included within their job description, with appropriate authority to carry out those responsibilities. Also, management ensures that all employees, including all levels of management, receive performance evaluations that include a written evaluation of the accomplishment of assigned safety and health responsibilities.

Management ensures that all visitors to the site, including contract and temporary labor, co-op students, interns, vendors, and sales people, have knowledge of site hazards applicable to them and how to protect themselves against those hazards, including emergency alarms and procedures. Management also ensures that these visitors do not introduce to the site hazards that can be prevented or that are not properly controlled.

Management ensures that at least several avenues exist for employee involvement in safety and health decision making and problem solving. These avenues may include serving on committees and ad hoc problem-solving groups, acting as safety observers, assisting in training other employees, analyzing hazards inherent in site jobs and how to protect against those hazards (writing JHAs), and planning activities to heighten safety and health awareness. Management encourages employees' involvement and devises appropriate recognition for outstanding employee participation.

- Worksite policy
- Current year's goals, objectives, action plans, and program evaluation;
- Job descriptions that include safety and health responsibilities;
- Performance evaluations that include an evaluation of safety and health responsibilities;
- Budget showing money allocated to safety and health;
- Orientation outline for all site visitors, including contractors;

Worksite Analysis

Management hires outside consultants as necessary to conduct baseline surveys that identify all safety and health hazards at the site at the time of the survey. All hazards found during these surveys are eliminated whenever possible or controlled. All employees who may encounter the controlled hazards are trained in appropriate job procedures to follow to protect themselves from these hazards.

Management establishes change procedures to follow whenever the site experiences changes in equipment, material, or processes. To ensure employee protection, these change procedures include consideration of safety and health in the selection of the change, equipment and process shut down procedures, startup procedures, and phase hazard analysis. Appropriate employees are trained to follow these procedures.

Management and employees work together to analyze safety and health hazards inherent in each job site and to find means to eliminate those hazards whenever possible, and otherwise to protect persons against those hazards. These job hazard analyses (JHAs) are revised as appropriate, for example, following a change in the job, the reappearance of a hazard, or an accident at this job.

All employees at this site are trained to recognize hazards and to report any hazard they find to the appropriate person so that the hazard can be corrected as soon as possible. In addition to taking immediate action to report a hazard orally and to provide interim protection, if necessary, including stopping the work causing the hazard, employees may submit a safety work order to the maintenance department, or they may submit a safety suggestion form. Safety work orders take priority over any other work order. Safety suggestions will be considered each week during the site inspection by the site inspection team. All employee reports of hazards must be eventually written, with the correction date recorded. These reports are posted in the lunchroom until the hazard is corrected and then are kept on file in the owner's office for three years. During that time, they are available for employee review.

Site management, with input from an hourly employee chosen by lot, organizes the monthly site inspection team. Membership on these teams rotates each month with the goal that all site employees serve one month each year. Teams consist of four people, two managers or supervisors and two hourly employees. Each week, at the beginning of work on Wednesday morning, the team inspects the entire worksite, in writing describing all hazards found, including their location. The team assigns appropriate persons responsible for seeing that the hazard is corrected and documenting the date of the correction. These inspection reports are posted in the lunchroom, in the maintenance shop, and in the owner's office. A hazard remains on the monthly report until it is corrected.

Any near miss, first aid incident, or accident is investigated by the trained team selected each year by the owner and an hourly employee. The team consists of two managers or supervisors and two hourly employees, each of whom has received training in accident investigation. All investigations have as a goal the identification of the root cause of the accident, rather than assigning blame. All accident reports are posted in the lunchroom and are open to comment by any employee. The accident investigation team assigns responsibility to appropriate employees for correcting any hazards found and for assigning a date by which the correction must be completed.

As part of the annual safety and health program evaluation, the site owner, a manager, and an hourly employee review all near misses, first aid incidents, and entries on the OSHA 300 Log, as well as employee reports of hazards, to determine if any pattern exists that can be addressed. The results of this analysis are considered in setting the goal, objectives, and action plans for the next year.

- Results of baseline safety and health surveys, with notation of hazard correction;
- Forms used for change analyses, including safety and health considerations in the purchase of new equipment, chemical, or materials;
- Employee reports of hazards;
- Site safety and health inspection results, with hazard corrections noted;
- Accident investigation reports, with hazard corrections noted;

- Trend analyses results.

- **Hazard Prevention and Control**

Management ensures that the this priority is followed to protect persons at this site: (1) Hazards will be eliminated when economically feasible, such as replacing a more hazardous chemical with a less hazardous one; (2) Barriers will protect persons from the hazard, such as machine guards and personal protective equipment (PPE); (3) Exposure to hazards will be controlled through administrative procedures, such as more frequent breaks and job rotation.

Management ensures that the worksite and all machinery is cared for properly so that the environment remains safe and healthy. If maintenance needs exceed the capability of the worksite employees, contract employees are hired to do the work and are screened and supervised to ensure they work according to the site's safety and health procedures.

All employees, including all levels of management, are held accountable for obeying site safety and health rules. The following four step disciplinary policy will be applied to everyone by the appropriate level of supervisor:

- oral warning;
- written reprimand;
- three days away from work;
- Dismissal.

Visitors, including contractors who violate safety and health rules and procedures, will be escorted from the site. Should the disciplined person request a review of the disciplinary action, an ad hoc committee of six people, three managers and three hourly workers, chosen by their respective colleagues, will review the situation and make a recommendation to the owner, who reserves the right for final decision. If his decision differs from the committee, he may, within confidentially strictures, make public his reasons.

The site works with appropriate outside agencies, such as the fire department, the police department, and the hospital to write emergency plans for all potential emergencies, including fire, explosion, accident, severe weather, loss of power and/or water, and violence from an outside source. Desk top drills are conducted monthly so that all employees experience a drill on each type of emergency once a year. A total site evacuation drill focusing on one emergency type, with all work shut down, and coordinated with the appropriate agency, is conducted once a year. Each drill, whether tabletop or actual evacuation, is evaluated by the drill planning committee, constituted each year with two managers or supervisors and two hourly employees who volunteer. This committee's written report is posted in the lunchroom, and supervisors ensure that all employees know the results. When necessary, the emergency procedures are revised as a result of the evaluation report.

Persons needing emergency care are transported by company van or community ambulance to the hospital, located away from the site. Usually that trip can be made in a short period of time. Onsite during all shifts designated persons fully trained in cardiac pulmonary resuscitation

(CPR), first aid, and the requirements of OSHA’s Bloodborne Pathogen Standard, are the first responders to any emergency. These persons are trained by qualified Red Cross instructors. One of these designated persons’ safety and health responsibilities is to ensure that first aid kits are stocked and readily accessible in the marked locations throughout the plant. Appropriate personal protective equipment (PPE) is provided for the different types of accidents possible at the site. All emergency responders have been offered the Hepatitis B vaccine.

Management maintains a proactive occupational health program that provides for occupational health professionals from the local hospital to participate in worksite analyses to find and protect employees against all health hazards. This plan provides initial health screening for each employee, appropriate to the hazards with which each employee will be working, and for tracking of any health changes in each employee through periodic physical examinations, post-exposure exams, and exit exam. Certified industrial hygienists conduct periodic air and noise monitoring.

The doctor and occupational health nurse, working on contract for the site, examine health surveillance data to discern changes in overall employee health screening results to discern any trends that need to be addressed. Health professionals, appropriately trained and knowledgeable about

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| Hazard Communication | Confined Space Program |
| Hearing Conservation | Lockout/Tagout |
| Bloodborne Pathogens Program | Emergency Evacuation Program |
| Required PPE, Including Respiratory Protection | |

hazards, immediately treat employees for occupational health problems and follow each case until the individual can return full-time to all aspects of his assigned job. These professionals ensure that employee medical records are kept confidentially so that diagnosis and treatment are not divulged, but management does have information about the employee under treatment as to:

- ability to perform job tasks;
- job limitations or accommodations needed;
- Length of time the limitations must be implemented.

Management ensures that supervisors honor these restrictions. This health care is provided free of charge for all employees. The total plan is reviewed annually to assess its effectiveness.

Through consultants, management has assessed all work at this site and determined that the following OSHA standards apply to the site’s work. Individual safety and health programs for each of these standards have been written and implemented. Employees affected by these standards have been trained to understand them and to follow the programs’ directions. These standards are:

a. Drug/Alcohol Policy and Program

Purpose

The Purpose of Aero Snow Removal Corp. policy is to:

- Show our responsibility and commitment to ensure a safe and healthy workplace for all employees, visitors, and contractors.
- Ensure that the employees at Aero Snow Removal Corp can work in an environment free of alcohol and drug use or abuse.
- Outline the company's expectations and requirements for creating and maintaining an alcohol and drug free work environment, and for dealing with substance abuse in the workplace.
- Provide an opportunity to employees with a substance use problem to get well rather than provide grounds to terminate the employment.

Scope

This policy applies, at the workplace, to all employees of Aero Snow Removal Corp (referred as the "Company") and includes visitors and subcontractors inside and outside of normal scheduled working hours.

- All individuals working at Aero Snow Removal Corp are expected to report fit for duty for scheduled work and be able to perform assigned duties safely and acceptably without any limitations due to the use or after-effects of alcohol, illicit drugs, non-prescription drugs, or prescribed medications or any other substance.
- Off the job and on the job involvements with alcohol or drugs can have adverse effects upon the workplace, the integrity of our work product, the safety of other employees, the wellbeing of our employees families, and the ability to accomplish the goal of an alcohol and drug free work environment. The Company therefore wants to emphasize that it has zero tolerance for employees who arrive at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by the consumption of alcohol or drugs, or who consume alcohol or drugs on Company property.

The Company strictly prohibits the use, making, sale, purchase, transfer, distribution, consumption, or possession of drugs or alcohol on company property. To this end, the Company reserves the right to conduct searches for drugs or alcohol, including, but not limited to, searches of lockers, filing cabinets, desks, packages, etc. which are on Company property or in a Company facility. Any drugs or alcohol found as a result of such a search will be confiscated and the occupant or user of the object searched will be subject to disciplinary action, up to and including termination of employment.

Roles and Responsibilities

It is the responsibility of all employees to identify concerns about an individual's immediate ability to perform their job and take appropriate steps. Where necessary, they will advise a supervisor who will remove any employees who is suspected of breaching this policy from Company premises, pending investigation and a decision on appropriate consequences including potential disciplinary action.

Here is some guidance on how to administer this policy; however, not every situation can be predicted

1. If an employee, visitor or contractor arrives at the workplace, (on company property) and you have reasonable cause to suspect that they are under the influence of alcohol or drugs, the supervisor shall immediately remove him/her from the work environment. If you have any doubt about whether they are, or are not impaired, you should err on the side of caution and remove him/her from the work environment.
2. Unexpected circumstances can arise when an off-duty employee's is requested to work. It is the employee's responsibility to refuse the request and ask that the request be directed to another person if the member feels unfit due to the influence of alcohol or other drugs.
3. Employees who are prescribed medication are expected to ask their doctor if the medication will have any potential negative effect on job performance. They are required to report to their Supervisor if there is any potential risk, limitation or restriction for whatever reason that may require modification of duties or temporary reassignment and provide appropriate medical verification on any restrictions in performance of their duties.
4. If an employee or contractor believes an employee in a more senior position is in violation of this policy, they are encouraged to get a second opinion where possible. They are also expected to notify their General Manager.

In support of those who may have developed or are developing the disease of chemical dependence, all employees and contractors are required to document and report any violations of this policy. Any employee, co-worker, contractor or supervisor not complying with this is enabling the dependence. Enabling behavior leads to ongoing health and safety concerns for an addicted individual and those around him or her.

Disciplinary Procedure

The disciplinary procedure will follow a three-step progression:

1. Warning with 1-week suspension
2. Warning with 2 weeks suspension
3. Termination

b. Spill Containment Policies (Section A.14)

Aero Snow Removal Corp has a Site-Specific Spill Prevention Control and Counter Measures Plan (SPCC Plan) for Denver International Airport. The plan contains all aspects with regards to Spill Containment Policies, including implementation, training, inspection, testing, and reporting.

Aero Snow Removal Corp maintains emergency response and personal protective equipment on each snow Melter and spill response trailers for controlling and cleaning up potential spills. The

available onsite emergency response equipment for controlling spills includes essential material to mitigate and or contain a spill.

General Spill Instructions

If a spill occurs, the person designated to be accountable for spill prevention and control will be immediately notified. In general, the SPCC Coordinator (or alternate) will be required to direct the containment of the release and decide on alternative source control if the source of the release was not controlled by the person(s) discovering it (for example contact the outside spill response contractor).

The person discovering the spill will take any immediate action deemed possible and prudent to minimize the spill. If the release is not hazardous to respond to, it must be confined to the smallest area possible.

- Use the storm drain cover(s) to completely seal all storm drains in use. Place absorbent booms, pillows or pads to stop the spread of the spill.
- Call for the spill response trailer to be deployed to location for additional supplies and equipment.

Spill Response Team

Aero Snow has designated responsibility for responding to spills >25 gallons during melting operations to their snow Melter operators, snow Melter loader operators, and Melter technicians, shift mechanics, and area supervisor. The SPCC coordinator will then ensure that a spill response team responds to calls from the “Initial Responders”, and performs necessary procedures to confine the spill, initiate the cleanup of the spill, and begin the reporting protocol. The following people make up the “Spill Response Team”:

Spill Notification Procedures

Personnel will immediately report to the Shift Coordinator all spills of petroleum products greater than or equal to 5 gallons. The Shift Coordinator will then contact the SPCC Coordinator who will determine if the spill is reportable to local, state, and federal authorities. All contact phone numbers are maintained in section 1 of this plan.

In the event of a discharge, the priority is to stop the product flow and to shut off all ignition sources, followed by containment, control, and mitigation of the discharge. There are two spill classifications DO NOT Enter Storm Drains and DO Enter Storm Drains.

Training

Designated employees operating the snow removal equipment at DEN will receive spill prevention training prior to their initial involvement with applicable oil-storage equipment, which includes informing employees of hazardous substances and associated hazards to which they may be exposed, the locations and uses of safety and emergency equipment, and the appropriate skills and procedures for performing spill prevention tasks.