

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional on-call airside snow removal services for DEN ramp areas; and

WHEREAS, the Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services except for the equipment and facilities that are specified as being the responsibility of DEN; and

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

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

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

B. Standard of Performance. Contractor shall faithfully perform the work required under

this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

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

D. Subcontractors.

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

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

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

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

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

E. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement ("**Key Personnel**"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the EVP, or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

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

services maximize the quality of work performed.

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

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

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on September 1, 2023 and shall expire August 31, 2028, unless terminated in accordance with the terms stated herein (the "**Expiration Date**").

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

C. Suspension and Termination.

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

City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

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

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

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

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

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement,

the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Fifty Seven Million Five Hundred Thousand Dollars and Zero Cents (\$57,500,000.00)** (“**Maximum Contract Amount**”). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

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

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

D. Basis for Contractor’s Fee. Contractor’s fee is based on the time required by its professionals to complete the services under this Agreement. Rates are set forth in *Exhibit B* (“**Rates**”).

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

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

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order (“**PO**”) number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and

vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.

viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the EVP or their authorized representative.

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

(i) This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 17%. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as **Exhibit D** ("EDI Plan") and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-129.

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

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

- (2) If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
- (3) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
- (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

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

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

i. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will

receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

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

E. City Prompt Pay.

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

ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the EVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the EVP.

7. INSURANCE REQUIREMENTS:

A. Consultant shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All

certificates of insurance must be received and accepted by the City before any airport access or work commences.

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available

to the City and shall not be considered the City's exclusive remedy.

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

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

9. DISPUTES:

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

10. GENERAL TERMS AND CONDITIONS:

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

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Contractor to:

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

And by the City to:

Doug Anglin II
President Anglin Civil
13000 Newburgh
Livonia, MI 48150

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

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

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

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

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of

Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

Q. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if

such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

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

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

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

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

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

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

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City

representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

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

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

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

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

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

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

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

12. SENSITIVE SECURITY INFORMATION:

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

13. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

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

14. FEDERAL RIGHTS:

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

15. PAYMENT AND PERFORMANCE BOND

A. A Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred

under this Agreement. The surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Chief Executive Officer City and County of Denver Department of Aviation (“CEO”). If the CEO does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for additional periods at the same terms and conditions pursuant to the terms of this Agreement (including the terms of the Scope of Work), the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or an identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit (**Exhibit F**) from a local financial institution acceptable to the City and county of Denver in the amount of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.

E. The City’s forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as **Exhibit F**. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

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

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that

it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix
Section 1 through 17 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

17. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202264842-00
Contractor Name: ANGLIN CIVIL, 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-202264842-00
ANGLIN CIVIL, LLC

By:  _____
2D26DACD662E4A8...

Name: Doug Anglin
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

SCOPE OF WORK

1. 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, brooming, 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 Denver International Airport (“DEN”), as specified herein, for each Snow Season. Snow Season is defined as October 1st to April 30th.

2. OBJECTIVE

The Proposer 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 as soon as reasonable after the end of snow fall. Under all circumstances the Proposer shall coordinate closely with the DFM or his designated representatives which have sole authority to issue instructions to the Proposer under this contract. Airport Operations has primary safety responsibility for the Airport and may, from time to time, provide advisory information to the Proposer. The Proposer shall consider this information and make appropriate, immediate, and procedural adjustments. The Proposer 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. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times

Proposer either directly or through its subcontractor will perform certain snow clearing, maintenance and fueling services for DEN and related services, as may, from time-to-time hereafter, be requested.

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

- a. Prior to the start of each snow season the Proposer shall provide the following:
 - i. Proposers snow removal operational plan and mobilization plan.
 - ii. Staff plan, including total number of employees hired.
 - iii. Contact information for office, snow operations control center, key personnel’s home, cellular numbers, and email. Proposer shall accept emergency calls on a 24-hour basis.
 - iv. Plans for complying with all applicable rules, regulations, directions, and safety standards while performing snow removal operations at DEN.
 - v. Plan to coordinate staffing scheduling.
 - vi. Plan for fueling of equipment.
 - vii. Plan for maintenance of equipment.

3. DEFINITIONS

Acronym 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

Equipment Definitions

Large Snow Melter is defined as the ability to melt snow at the capacity of 500 TPH. The Proposer may complete this requirement with a single 500 TP or multiple melters to meet this requirement.

Small Snow Melter is defined as the ability to melt snow at the capacity of 150 TPH. The Proposer may complete this requirement with a single melter or a combination of melters.

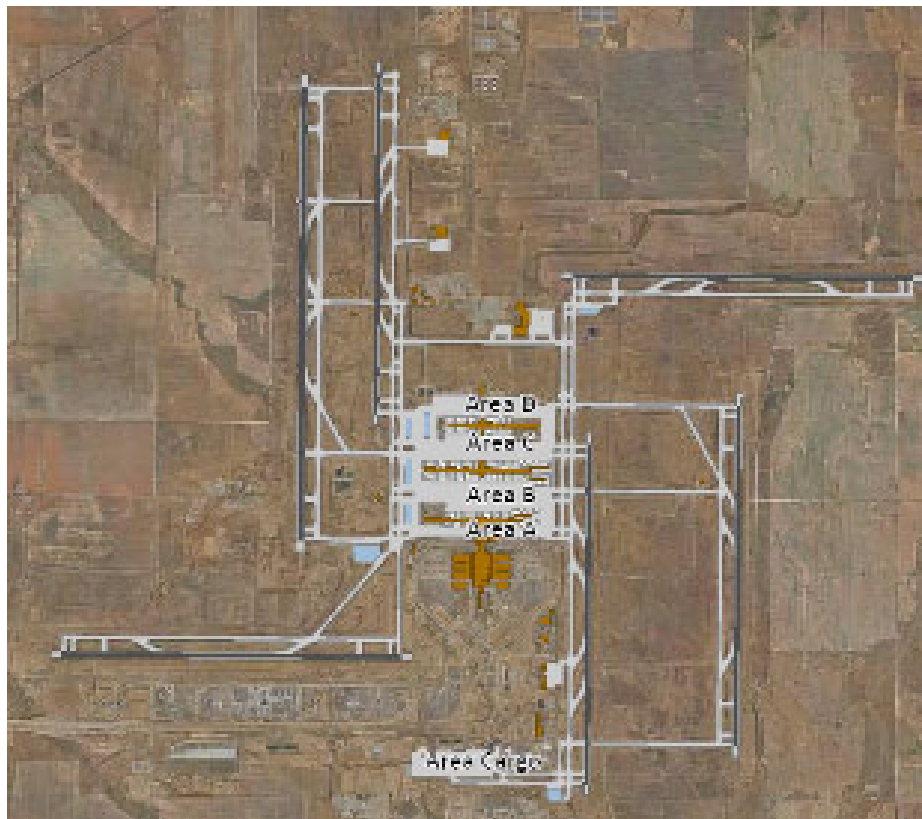
Runway Broom

Snow blower capable of 3000 TPH

Payloader with blade

Payloader with bucket

Runway Closure X



1. SERVICE AREA

The service area is defined as on the airfield within the ramp areas, taxi-lanes, and deicing pads. The ramp and taxi-lane area, generally extends:

East/West - Vandriver Street on the east side of the airfield, Oak Hill Street on the west side of the airfield. (except for the west end of Concourse C where the Proposer's responsibility will end at taxi-lane J).

North/South-RON (Remain Overnight) pads on the north side of Concourse C to Alpha Alpha on the south side.

The area is broken down into 5 functional locations:

- Area A-Alpha Alpha to the south side of Concourse A.
- Area B-North side of Concourse A to the south side of Concourse B.
- Area C-North side of Concourse B to the south side of Concourse C.
- Area D-North side of Concourse C to the RON pads.
- Area Cargo-Cargo Ramp area.

The Service Area is defined as the area(s) for which pushing and piling with the ability to chemically treat surfaces occurs. Services to be performed excludes the areas adjacent to the concourses inside the vehicle service roads for which the airlines have responsibility (except for 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 Proposer will be responsible to push, pile, broom 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 Proposer 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 Proposer will, as the 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. Operating Locations:

Snow accumulations between Concourses A & B and B & C shall be pushed, or blown amassed 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 by the direction of the DFM by event. The vehicle service road south of the edge lights must remain usable.

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 Proposer is responsible for minimizing the area and impact on airport operations necessary to conduct loading and melting operations. The Proposer will also be responsible for purchasing, setting up and taking down runway X's at the eastern and western most edge of the designated Melter operational areas. Plows and other vehicle and equipment must give way to aircraft when transitioning taxi-lanes. The Proposer 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).

2. OPERATIONS PLAN-OVERVIEW

a. Staging Locations

- i. On or about September 15th of each contract year the Proposer 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.
- ii. 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 Proposer shall always have sole responsibility to keep all areas assigned to the Proposer for storage and staging organized and clear of contamination.

b. Mobilization

The DFM shall determine when and to what extent the Proposer shall mobilize, the Proposer will be given as much advanced 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 Proposer 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 of deployment that the DFM and Proposers may agree to modify as experience dictates.

Event Level	Snowfall Amount	Mobilization Type
Cautionary	<1"	None
Level A	1" to 3"	Partial Mobilization, equipment requirements are detailed in Section A.6 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

The Proposer shall mobilize to the extent and consistent with the schedule dictated by the DFM. The DFM and Proposer 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 may be required to improve safety. The Proposer shall comply with instructions from the DFM immediately unless that DFM directs otherwise.

Proposer's operation plan is based upon the RFP specification that DEN will provide a minimum four (4) hour response time to mobilize from the point of official notification from the DFM. When given the directive to mobilize, the Proposer's management will immediately start to assemble operators, equipment, office staff, and support staff.

Constant and frequent communication between Proposer and DEN about the impending storm and changes in the operational plan is critical to the response. The forecasted storm will determine the amount of equipment DEN anticipates mobilizing. The decision to partial mobilizes or fully mobilize assets we be made

prior to the official notification. Operational adjustments may be necessary based on the timing of the storm will impact on Proposer's ability to call-in an enough operator to ensure a compliant response time. Understanding that if operational adjustments are made after the official notification, the Proposer 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 the airport.

c. Service Levels

The goal of the operational plan is to provide snow removal on the ramp areas to assure safe aircraft operations and to have the surface markings and directional, edge, and operational lighting to remain 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 the 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 the Proposer's control. In rapidly falling snow there may well be whiteouts, periods of virtually zero visibility, and clearing snow after 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.

Snow clearing operations will commence upon notice from DEN and will continue until Proposer has returned the ramp surfaces to generally accepted industry standards. Snow impacted by removal operations may cover some of the line markings on the ramp during operations.

To return the ramp to bare concrete may require the use of power booms or the application of de-icing and/or anti-icing agents by the proposer.

d. Equipment Readiness

Proposer will replace any equipment that is non-operational for a period of one hour (1 hr.) and will report this fact to DEN.

e. Snow Removal from Airline Areas

Proposer 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, Proposer 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" Proposer area; such work will be payable by the airlines at the "Extra Work" rates, terms and conditions set forth in Exhibits A and B.. 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 Exhibits A and B.

From time to time when it is operationally expedient and will not impact adversely on Proposer's contract obligations or efficiency, and only after the airlines have retracted jetways and consolidated ground support equipment, Proposer 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 Proposer Manager, who will consult and coordinate with DEN Operations to provide the most efficient snow removal service for both Proposer and airline areas of responsibility. Proposer'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 Proposer's operators or equipment.

Please note that Proposer is not responsible for the Gate areas, other than the international gates at Concourse A.

f. GPS Guidance

To ensure the piling of the snow is done in the appropriate areas and the melting is done as efficiently as possible DEN shall use a GPS system to locate and record the drain locations as well as the perimeter borders of the snow storage areas.

g. Fueling

During the operation, equipment will need to be fueled. In conducting any activity on DEN property, Proposer 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). Proposer operational plan will prepare and maintain a training program and spill prevention plan for fueling activities and equipment in accordance with DEN's EMS.

h. Communications

Proposer's airport office/control center will be located at DEN in the area designated for construction office trailers. DEN shall provide a space that can accommodate four (4) trailers, each measuring approximately 12' x 60', which will be available with access to all utilities including water, electricity, telephone, and sewage. Note: DEN's South campus (location where trailers may initially be staged) will be undergoing many changes over the term of this agreement. The location of trailers may change in the future. Parking for control center staff and operators will be near the construction trailer area. Proposer'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 Proposer's supervisors via cellular telephones and two-way radio communication. In addition, Proposer will provide DEN with the ability to communicate directly with the supervisors via cellular telephone. Proposer's supervisors and control center will also communicate with the equipment operators during a snow event.

3. PARTIAL DEPLOYMENT OPERATIONS PLAN

Area-A

- 1-Locations of large snow melting capacity.
- 2-Pay loaders with loader buckets.
- 4-Pay loaders with box plows.

Area-B

- 1-Locations of large snow melting capacity.
- 1-Location of small snow melting capacity.
- 4-Pay loaders with loader buckets.
- 6-Pay loaders with box plows.

Area-C

- 1- Locations of large snow melting capacity.
- 2-Pay loaders with loader buckets.

6-Pay loaders with box plows.

Area-D

1-Location of large snow melting capacity

2- Pay loaders with loader buckets

6-Pay loaders with box plows.

Areas A, B, C, D and Cargo

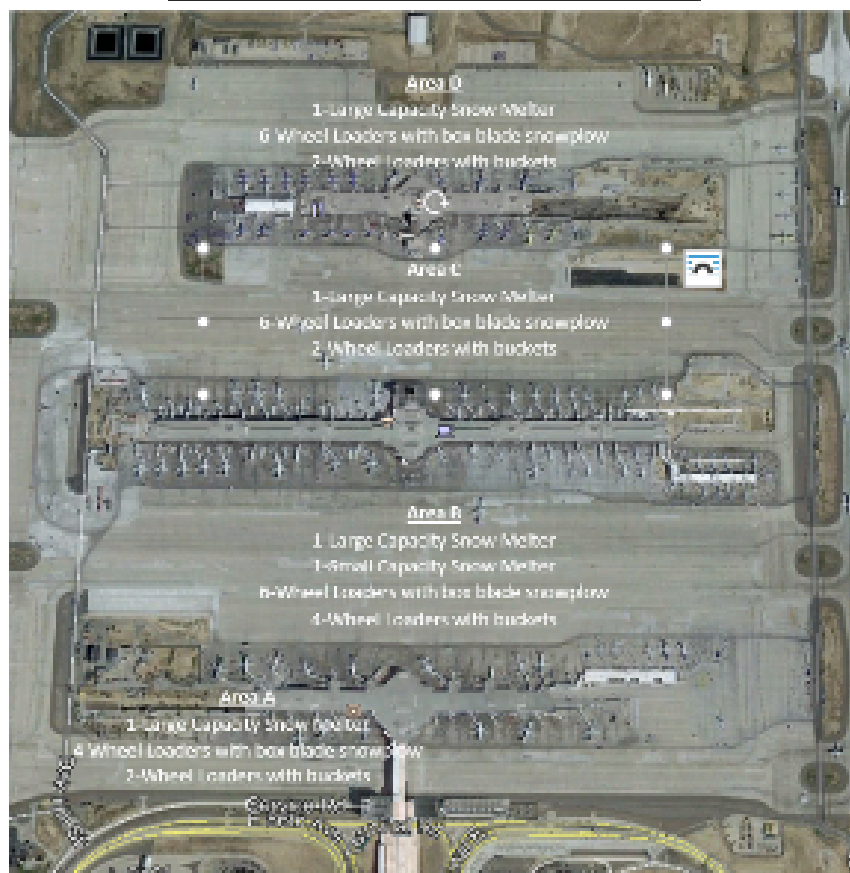
2- Brooms

Area- South Cargo

3-Pay loaders with box plows.

Snow blower with the capability to throw up to 3000 TPH

MOBILIZATION PLAN-PARTIAL DEPLOYMENT



LOCATION MAP OF SNOW MELTERS FOR PARTIAL DEPLOYMENT

a. Area A Partial Mobilization– South of Concourse A

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.) Southeast 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.

Proposer shall utilize four (4) payloaders with large blades, one (1) large capacity snow melter setup. 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 pushing, piling, and brooming will be coordinated as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melt areas. Lead in lines need to be visible 80% - 90% of the time and always cleared 35 – 40 feet wide.

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 Proposer 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 SECTION 17 “Extra Work”.

b. Area B Partial Mobilization– Ramp Between Concourse A & B

Snow clearing hereunder shall include the removal of snow accumulations from the surface areas specified in the RFP and described in Exhibit A and shall consist of the pushing, piling, blowing, brooming, 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.

Proposer shall utilize six (6) payloaders with large blades, one (1) large capacity snow melter setup, one (1) small capacity snow melter setup, and brooms. 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 pushing and piling will be coordinated 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 and the ability to chemically treat surfaces. 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. Proposer 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 SECTION 17 “Extra Work”.

c. Area C Partial Mobilization – Ramp Between Concourse B & C

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).

Proposer will utilize the six (6) payloaders with large blades and one (1) snow melter 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 pushing, piling, and brooming 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 shall be done utilizing up to two large capacity melter locations (2) 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) small snow melter location 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) payloaders assigned to this snow Melter. In addition, one (1) payloaders with a large blade and

two (2) Trucks 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.

Lead in lines need to be visible 80% - 90% of the time and always cleared 35 – 40 feet wide.

d. Area D Partial Mobilization– North of Concourse C

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, brooming 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.

Proposer shall utilize six (6) payloaders with a large blade. 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.

Lead in lines need to be visible 80% - 90% of the time and always cleared 35 – 40 feet wide)

e. Area South Cargo Partial Mobilization– Cargo Area

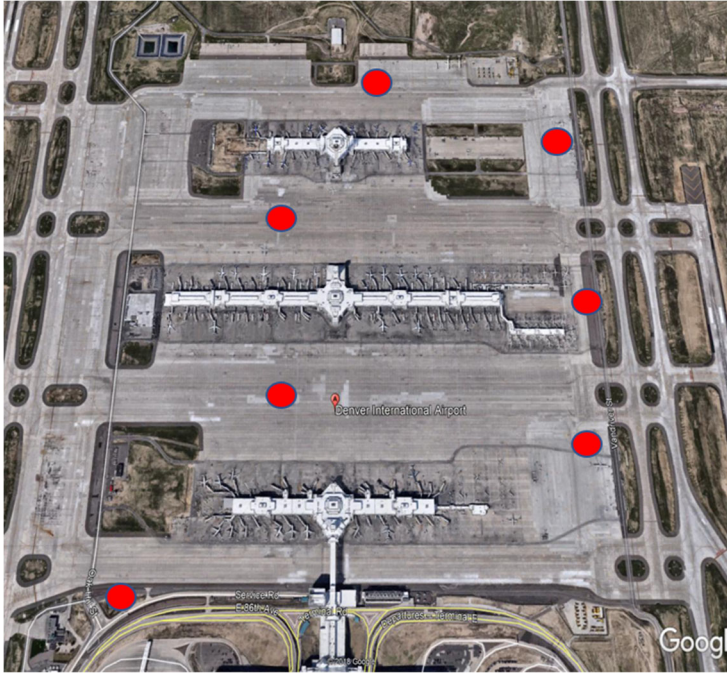
The clearance of accumulations of what is commonly known and understood to be snow from East end of South Cargo Ramp to West end of South Cargo Ramp. The Cargo carrier personnel will push snow from the aircraft gate area to ramp outside of the outer vehicle service roads and outside each aircraft safety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

Proposer shall utilize three (3) payloaders with a large blade 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 areas 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 operations. The pushing, piling, and brooming 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.

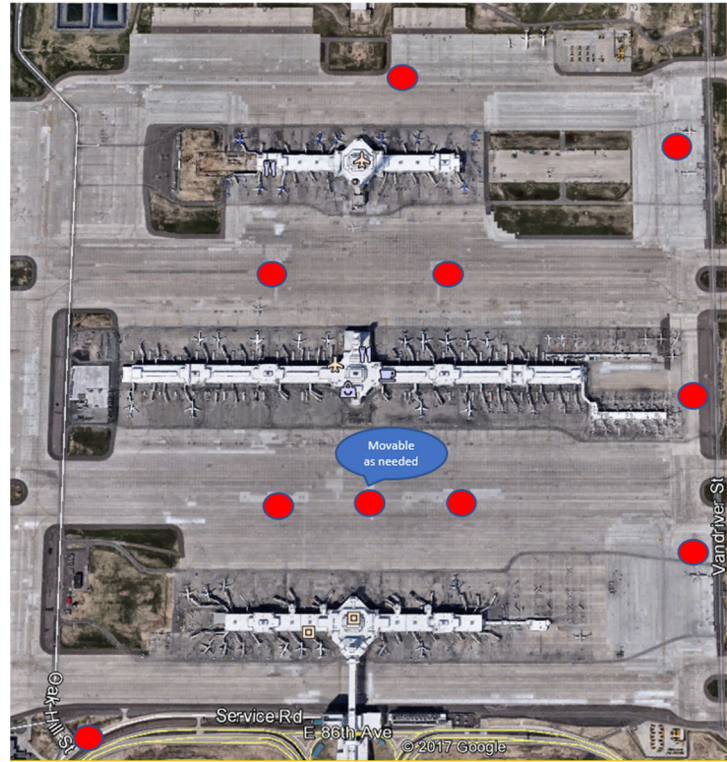
Lead in lines need to be visible 80% - 90% of the time and always cleared 35 – 40 feet wide)

4. FULL MOBILIZATION OPERATIONS PLAN-Melter Plan 1, 2, and 3

Melter Plan-1

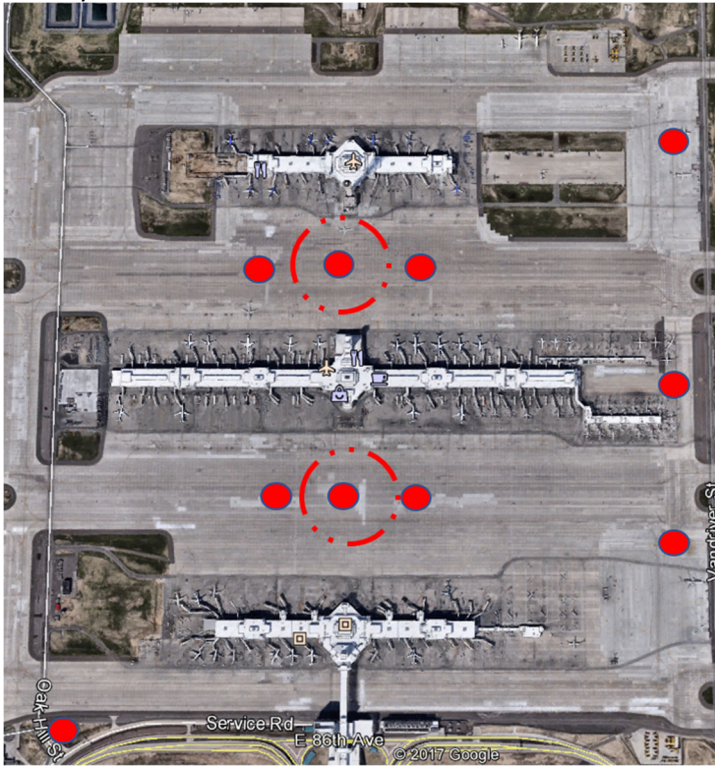


Melter Plan-2

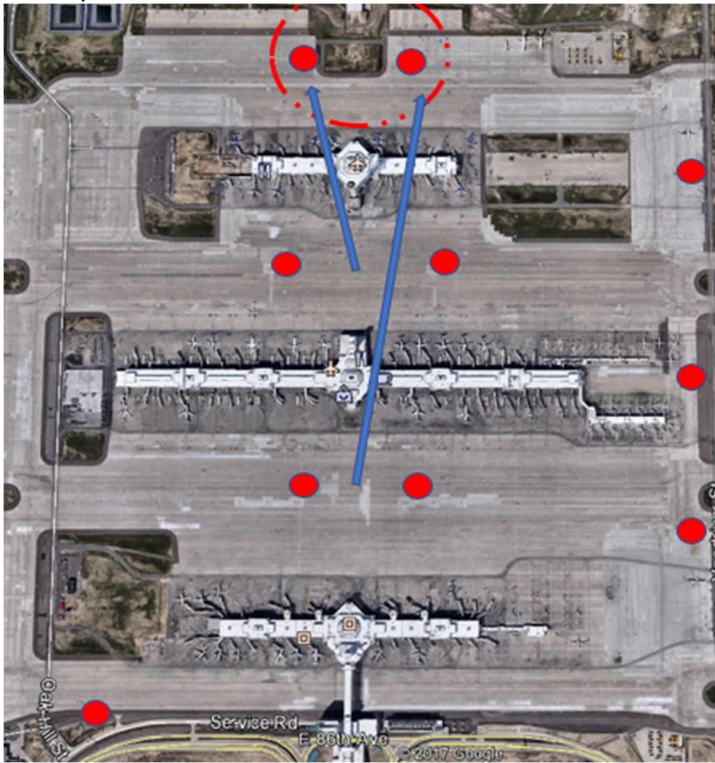


Melter Plan-3

Priority 1



Priority 2



Area-A

- 1-Location of large snow melting capacity.
- 2-Pay loaders with loader buckets.
- 4-Pay loaders with box plows.

Area-B

- 2-Locations of large snow melting capacity.
- 1-Location of small snow melting capacity.
- 5-Pay loaders with Loader buckets.
- 12-Pay loaders with box plows.

Area-C

- 2-Locations of large snow melting capacity.
- 1-Location of small snow melting capacity.
- 5-Pay loaders with loader buckets.
- 12-Pay loaders with box plows.

Area-D

- 2- Locations of large snow melting capacity.
- 4-Pay loaders with loader buckets.
- 6-Pay loaders with box plows.

Areas A, B, C, D and Cargo

- 2- Brooms

Area- South Cargo

- 3-Pay loaders with box plows.
- 1-Truck mounted snow blower.

a. Area A Full Mobilization– South of Concourse A

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.) Southeast 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.

Proposer shall utilize four (4) payloaders with large blades, one (1) large capacity snow melter setup. 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 pushing, piling, and brooming will be coordinated as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melt areas. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times)

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 Proposer 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 SECTION 17 “Extra Work”.

b. Area B Full Mobilization– Ramp Between Concourse A & B

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.

Proposer shall utilize twelve (12) payloaders with large blades, two (2) large capacity snow melter setups, one (1) small capacity snow melter setups. 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, piling and brooming 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 and the ability to chemically treat surfaces. 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. Proposer 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 SECTION 17 “Extra Work”.

Melting shall be done utilizing up to two (2) large capacity melters locations and one (1) small capacity melter location, 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) large capacity melter location are positioned in the green shaded area of AN/BS Taxiways and one (1) small capacity melter location 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 large capacity melter location and one (1) pay loader assigned to the small capacity melter location 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. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times)

c. Area C Full Mobilization – Ramp Between Concourse B & C

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).

Proposer will utilize the twelve (12) 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. The pushing, piling, and brooming 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 shall be done utilizing up to two large capacity melter locations (2) 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) small snow melter location 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) Trucks 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. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times)

d. Area D Full Mobilization– North of Concourse C

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.

Proposer shall utilize six (6) 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, piling, and brooming 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 at two locations utilizing large melter capacity operations 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. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times)

e. Area South Cargo Full Mobilization– Cargo Area

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.

Proposer shall utilize three (3) payloaders with a large blade 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 areas 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, broom, and blow operation. The pushing, piling, and brooming 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. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times)

5. EQUIPMENT

- a. Proposer shall be responsible for all fueling, maintenance and operational requirements of all equipment by the Proposer under this agreement, and appropriate disposal of all collected debris.
- b. Proposer will be responsible to procure, own, operate and stage at designated areas on DEN starting October 1st through April 30th, 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 Proposer 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 Proposer 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 Proposer's monthly invoice.
- d. Supervisor's vehicles shall be equipped with Proposer supplied radios to communicate with airport operations and field maintenance. These radios will not interface with both the DEN communications network, as well as all other airport communications equipment.
- e. All vehicles and equipment operating on the ramp shall have communications equipment to communicate with Proposer 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. Proposer shall provide all necessary transportation for movement of supplies, inspection of equipment, and movement of workers to and from the Staging Areas.
- h. Proposer shall furnish all equipment, accessories, materials, and tools necessary to perform the work properly. The Proposer shall provide, maintain, repair, and/or replace all necessary tools and equipment. The Proposer 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, Proposer is required to examine all equipment and confirm all parts are accounted for. In the event of a missing part Proposer 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, Proposer 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. After the approved initial equipment and tool list, the Proposer 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.
- l. The upper limit of beacon intensity will be 400 candelas. The lower limit of beacon intensity will be 40 candelas.
- m. Airfield Service Vehicles (Maintenance, Engineering, Construction, and others) and aircraft service vehicles will use yellow beacons.
- n. Vehicles not properly lit will be escorted by a properly lighted vehicle.

6. STAFFING, SUPERVISION AND SHIFTS

The purpose of the staffing plan is to make certain Proposer 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.

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

- a. On-site General Manager (GM) 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 DEN's Director of Field Maintenance (DFM) to coordinate Proposer's push and pile/snow melting activities prior to, during, and after a snow event.
- b. 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 Proposer's supervisors overseeing equipment in the designated ramp areas.
- c. Supervisors will oversee equipment and operators in designated areas of responsibility on the ramp during snow removal operations. These supervisors will communicate with Proposer's equipment operators in their respective areas of responsibility.
- d. 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).

7. TRAINING REQUIREMENTS

Mandatory training will be required of all Proposers' employees that will work on site. The Proposer'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.

8. SAFETY

The Proposer shall submit a safety plan to include the following sections:

a. 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 of 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 salespeople, 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.

1. Worksite policy
2. Current year's goals, objectives, action plans, and program evaluation.
3. Job descriptions that include safety and health responsibilities.
4. Performance evaluations that include an evaluation of safety and health responsibilities.
5. Budget showing money allocated to safety and health.
6. Orientation outline for all site visitors, including Proposers.

b. 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.

1. Results of baseline safety and health surveys, with notation of hazard correction.
2. Forms used for change analyses, including safety and health considerations in the purchase of new equipment, chemical, or materials.
3. Employee reports of hazards.
4. Site safety and health inspection results, with hazard corrections noted.
5. Accident investigation reports, with hazard corrections noted.
6. Trend analysis results.

a. Equipment Safety

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 on 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 Proposer in furnishing services under the agreement the Proposer 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.

The city shall inspect equipment from time to time to ensure that appropriate safety measures appear to be met and may instruct the Proposer to make improvements or revisions. Any approval by the DFM of anything done, practices employed, or equipment used by the Proposer shall not relieve the Proposer, 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.

All operations and services of the Proposer in connection with the contract shall always be and places subject to the inspection of the City. The Proposer shall comply with direction and procedures as may be established from time to time by the City.

The Proposer will be required to work on aprons, taxiways, ramps, and/or roadways that are in constant use by aircraft and other conveyances. Proposer 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.

The Proposer shall provide all insurance, licenses, bonds, permits, etc., for all Proposer vehicles. The Proposer 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 Proposer 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 Proposer 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 Proposer immediately take the following corrective actions:

1. Aircraft movement shall take precedence over all Proposers' operations. If the Proposer is notified that an emergency operation is imminent, the Proposer 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 Proposer shall remove its personnel and equipment to the distance specified below for the prevailing conditions. For emergencies, the Proposer shall move all personnel and equipment as directed by the DFM.
3. If the Proposer is asked to leave part of its worksite to allow aircraft operation, the Proposer shall clean the area as appropriate to allow safe aircraft movement.

b. Hazard Prevention and Control

Management ensures that 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 are 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:

1. Oral warning.
2. Written reprimand.
3. Three days away from work.
4. Dismissal.

Visitors, including Proposers 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 confidentiality 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 because 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 site 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:

1. ability to perform job tasks.
2. job limitations or accommodations needed.
3. 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:

1. Hazard Communication.
2. Confined Space Program.
3. Lockout/Tagout Program.
4. Hearing Conservation Program.
5. Bloodborne Pathogens Program.
6. Emergency Evacuation Plan.
7. Required PPE, including respiratory protection.

c. Drug/Alcohol Policy and Program

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

1. Show our responsibility and commitment to ensure a safe and healthy workplace for all employees, visitors, and Proposers.
2. Ensure that the employees at Proposer Snow Removal Corp can work in an environment free of alcohol and drug use or abuse.
3. 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.

4. Provide an opportunity to employees with a substance use problem to get well rather than provide grounds to terminate the employment.

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

All individuals working at Proposer Snow Removal Company 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 because 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.

d. 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 are 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 Proposer 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 them from the work environment.
2. Unexpected circumstances can arise when an off-duty employee 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 the performance of their duties.
4. If an employee or Proposer 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 Proposers are required to document and report any violations of this policy. Any employee,

co-worker, Proposer, 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.

e. 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

9. SECURITY REQUIREMENTS

- a. DEN requires personnel badging and vehicle permitting, administered by the Denver International Airport Security Office. The Proposer shall be required to obtain the proper access authorizations for badges and permits, and the Proposer shall immediately report the presence of unauthorized (un-badged) persons or unauthorized (no permit) vehicles on site to the DFM.
- b. If required, the Proposer 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 Proposer. 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 Proposer's operations area must be approved by the City prior to its installation.
- c. Unless specifically required by the Contract Documents and except for the fenced operations area described above, the Proposer shall install no fences or other physical obstructions on or around the project work area without the written approval of the City.
- d. The Proposer shall escort *on a full-time basis* all un-badged Proposers and suppliers requiring access to the restricted areas. All Proposer escorting shall comply with all DEN Security Rules and Regulations. Only those Proposers and suppliers providing materials and/or supplies shall be allowed on site.

10. PROPOSER PARTICIPANT MANUAL

- a. The Proposer shall comply with DEN policies and Transportation Security Administration (TSA) regulations.
 1. Airport Operations Regulations **130 TRAFFIC** and **20 CONDUCTS OF PERSONS USING THE DENVER MUNICIPAL AIRPORT SYSTEM** shall be followed. These regulations are available from Airport Operations at Denver International Airport.
 2. The TSA requires that all operating airports be secured from the 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.
 3. Proposers will always be required to have a supervisor at each work location in the restricted areas.

b. Access to Restricted Area via Vehicles.

The Proposer 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.

11. SUBMITTAL FOR BADGES

- a. **Airport identification badges and driver authorization permits.**

Proposer shall not be issued prior to Notice to Proceed. The Proposer may, at his own risk, submit the required information to DEN Airport Security prior to Notice to Proceed to expedite the badging and permitting process.
- b. **By submitting information for personnel badge.**

The Proposer certifies that the personnel; have no disqualifying felony convictions, as defined by Federal Regulations, other disqualifying offenses, the employees have valid Colorado driver licenses, and the employees have not previously been required to surrender their badges due to any airport violations.

c. Airport ID Badges are obtained as follows:

1. The Proposer shall designate an Authorizing Agent who is a full-time employee of the Proposer and who shall be authorized to sign for the Proposer on employee applications for badges.
2. The Proposer shall meet with the DFM to review the procedures and required access points at DEN. The Proposer and the DFM shall visit the site to verify the access points. Access points shall be listed and submitted by the Proposer to the DFM for review and comment prior to Proposer's application for badging.
3. The Proposer'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.
4. 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).
5. 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.
6. When notified by Airport Security that the Criminal History Records Check is completed and cleared, the Proposer 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.
7. 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 Proposer's driver trainer, before being allowed to drive on the airfield. Driver familiarization training must be completed within 10 days of receiving the badge.
8. The Proposer 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.
9. 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. Proposers 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.

12. VEHICLE AND EQUIPMENT PERMITTING

a. Proposer 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. Proposers performing work in or through restricted areas.

Required to obtain a Proposer Participant Manual from the Security Manager and must follow the guidelines in the manual. Copies of the Proposer section of the manual are available for review at the Denver International Airport Operations Office. Proposers shall comply with all DEN Rules and Regulations.

1. Airport Operations Regulations **130 TRAFFIC** and **20 CONDUCTS 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 Proposer shall proceed directly to the Work location by way of a route assigned by Airport Security. At no time shall a Proposer 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.
3. Proposers 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 Proposer employee parking will be acceptable in the Restricted area.
2. The Proposer shall obtain access to the restricted area only when the vehicle displays a Proposer permit, and the driver has an Airport ID badge with a driver authorization. Vehicle permits may be obtained as follows:
 - Proposer 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 Proposer'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.
 - Proposer 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.
 - The Proposer must have a four-inch letter company logo on each side of the vehicle, or the Proposer 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. Proposers may use old flags in good condition.
 - The Proposer shall obtain a driver authorization for all operators of vehicles in the restricted area.

13. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS The Proposer, 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 subcontractor 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 Proposer shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.

Prior to use, the Proposer 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 Proposer 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 Proposer determines that the installation of any of the required structures or pieces of equipment is not practicable, the Proposer 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 Proposer 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 Proposer will be supplied a copy of DEN's industrial stormwater management plan (SWMP) and DEN will assist in providing training materials to the Proposer.

a. 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 Proposer).

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.

b. Spill Response Team

Proposer Snow Removal Company has designated responsibility for responding to spills >25 gallons during melting operations to their snow Melter operators, snow Melter loader operators, 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.”

c. 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.

d. 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.

14. EXTRA WORK

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

Exhibit B – PRICING

1. PRICING

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 2022. 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 2023/2024 season.**

a. Please provide Pricing for Seasonal Fee, Partial and Full Deployment as shown below:

Pricing Structure		
Seasonal Fee	Equipment/Staffing etc.	Monthly Price = \$ 50,000 —
Partial Deployment	Per hour	Price per hour = \$ 41,020. —
Full Deployment – First 30 Inches or 140 hours	Base Monthly Amount	Price per month = \$ 1,252,000 —
Full Deployment – 31 to 40 inches	In Addition to Base Monthly Amount	Price per inch/month = \$ 292,160 —
Full Deployment – 41 to 50 inches	In Addition to Base Monthly Amount	Price per inch/month = \$ 248,536 —
Full Deployment – over 51 inches	In Addition to Base Monthly Amount	Price per inch/month = \$ 208,000 —
Equipment Hourly Rate	Time and materials	Cost per hour = \$ 63,348 —

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.

b. Partial Deployment Plan Pricing

1. Per hour pricing. When utilizing contract option this does not count on month inches

c. Full Deployment Plan Pricing

- i. Price for first 30 inches or 140 hours of Full Deployment= Pricing per month.
- ii. Price for each additional inch of Full Deployment snow removal services from 31 inches to 40 inches=Price per inch/month.
- iii. Price for each additional inch of Full Deployment snow removal services from 41 inches to 50 inches=Price per inch/month.
- iv. Price for each additional inch of Full Deployment snow removal services over 51 inches=Price per inch/month.

d. Schedule of Unit Prices for Extra Work

As stated in Section II. Scope of Work, Number 14. Extra Work, 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	\$ 400.-
2B)	3 cubic yard loader	\$ 265.-
2C)	5 cubic yard loader	\$ 300.-
2D)	8 cubic yard loader	\$ 525.-
2E)	Single or tandem axle dump truck w/ plow	\$ 195.-
2F)	One-ton dump truck w/ plow	\$ 205.-
2G)	Jeep or pickup with 7' plow	\$ 175.-
2H)	Bobcat with blade, bucket, or broom	\$ 165.-
2I)	Small melter setup	\$ 3600.-
2J)	3000 tph Blower	\$ 450.-

2K)	Runway X's	\$ <u>100.-</u>
2L)	Hour rate for additional large melter setup	\$ <u>5950.-</u>
2M)	Mechanic and service truck	\$ <u>175.-</u>
2N)	Supervision	\$ <u>175.-</u>

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance – Business Personal Property:**
Contractor is solely responsible for any loss or damage to their business personal property or personal property of its employees and subcontractors, including, without limitation, furnishings, materials, tools, and equipment. If Contractor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

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

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

J. Part 230 and the DEN Airport Rules and Regulations

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

EXHIBIT D

EDI PLAN

(To be supplied by Contractor)

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned COMPANY NAME, a corporation organized and existing under and by virtue of the laws of the State of _____, hereafter referred to as the "Contractor", and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to as the "City", in the penal sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20__.

Attest:

Secretary

Contractor

By: _____
President

Surety

By: _____
Attorney-In-Fact

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

APPROVED AS TO FORM:

KERRY TIPPER,
City Attorney for the City and County of
Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: _____
MAYOR

By: _____
CEO DEPARTMENT OF AVIATION

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION
(SAMPLE)**

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

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

RE: (Company name)

Contract No: «Contract_No»
Project Name: «Project_Name»
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through _____ insurance company, on _____, 20__.

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

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

Thank you.

Sincerely,



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

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

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

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

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

Attachments as listed above.

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

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

"General Decision Number: CO20220009 02/25/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

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

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

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

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

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

CARP9901-008 11/01/2019

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

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
 Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50
 All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-008 05/01/2021

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

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

 * SUCO2011-004 09/15/2011

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

Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26 **	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55 **	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55 **	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....		
	\$ 12.43 **	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68

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

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &
Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24 **	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43 **	3.22
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Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

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

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

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