

AGREEMENT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting for and on behalf of its Department of Aviation ("City"), and **AERO SNOW REMOVAL CORP. (CO)**, a corporation authorized to do business in Colorado ("Contractor").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport ("DIA" or the "Airport"); and

WHEREAS, the City desires to obtain on call snow removal services to assist its Department of Aviation; and

WHEREAS, the City solicited and received proposals for such services and the Contractor's proposal was selected; and

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

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

1. LINE OF AUTHORITY:

The City's Manager of Aviation, her designee or successor in function (the "Manager") authorizes and directs all work performed under this Agreement. Until otherwise notified by the Manager, the Deputy Manager Airport Infrastructure Maintenance is designated as the authorized representative of the Manager through whom services performed under this Agreement shall be directed and coordinated. The Deputy Manager will designate the Director of Field Maintenance as the Project Manager under this Agreement. Administrative reports, memoranda, correspondence, and other submittals required of Contractor shall be processed in accordance with the Project Manager's directions.

2. SCOPE OF WORK:

A. The Contractor shall be responsible for providing snow removal services at Denver International Airport as described in **Exhibit A**, "Scope of Work." The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services except for the equipment and facilities to be provided by the City under the provisions of this Agreement.

B. **Professional Responsibility:** The 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. Contractor hereby represents

and warrants to the City that it will perform its services skillfully, carefully, diligently, and in a workmanlike manner.

C. **Performance Interference:** The Contractor shall notify the Contract Administrator immediately of any occurrence or conditions that interfere with the full performance of its work under this agreement, and confirm this interference in writing within twenty-four (24) hours.

3. COMPENSATION AND PAYMENT:

A. **Fee:** The City hereby agrees to pay the Contractor, and Contractor agrees to accept as its sole compensation for complete costs incurred and services rendered under this Agreement, amounts calculated in accordance with the provisions of this Agreement.

B. **Payments:** Payments will be made to Contractor in accordance with the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("D.R.M.C.") §20-107, et. seq., subject to the Maximum Contract Amount set forth below. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

C. **Invoices:** Payments shall be based upon monthly progress invoices and receipts submitted by Contractor that have been audited and approved by the City in accordance with this Agreement, as follows:

(1) An executive summary and status reports that describe the progress of the work and a summary of the work performed during the period covered by the invoice.

(2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Contractor and shall be available for examination by the City, at City request.

(3) The amounts shown on the invoices shall comply with and clearly reference the Scope of Work, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.

(4) Contractor shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.

(5) The signature of an officer of Contractor, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

Fees are in amounts calculated in accordance with the provisions of this Agreement, including **Exhibit A Scope of Work**.

The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that the amount invoiced exceeds the amount that should be paid based upon the work that has been performed. The City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. §5-17.

D. **Carry Over and Carry Back:** If the Contractor's total fees for any portion of the work described above shall be less than the amount budgeted above for such work, then the amount by which the budget exceeds the fee may be used, with the written approval of the Deputy Manager, to pay fees for additional and related services rendered by the Contractor, if in the Deputy Manager's judgment such additional fees are reasonable and appropriate.

4. MAXIMUM CONTRACT AMOUNT: FUNDING:

A. Notwithstanding any other provision of this Agreement, in no event shall the City be liable 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 Sixty Five Million Five Hundred Ninety Thousand Dollars and Zero Cents (\$65,590,000.00.00) (the "Maximum Contract Amount").

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized at the commencement of the term of this Contract, such partial funding consisting of the approved and/or encumbered amount of Eight Million Five Hundred Thousand Dollars and Zero Cents (\$8,500,000). The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Contractor acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Payment under this Agreement shall be paid from the City and County of Denver Airport Revenue Fund and from no other fund or source. The City has no obligation to make payments from any other source. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

5. TERM:

The Term of this Agreement shall commence on September 1, 2015, and shall terminate on August 31, 2020, unless sooner terminated as provided in this Agreement. Should for any reason the Term expire prior to the completion by Contractor of a task, then in the Manager's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

The term of this Contract may be extended for three periods of one year each, on the same terms and conditions as set forth in this Agreement, including pricing, by written consent of the Manager of Aviation and the Contractor. However, no extension of the Contract Term shall increase the Maximum Contract Liability amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract. Pricing is firm and fixed

for the first Snow Season (2015/2016). Subsequent seasons may have price adjustments as per the terms set forth in the Scope of Work Exhibit A Section A. 22.

6. EXAMINATION OF RECORDS:

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractor further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The Contractor agrees that until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of the City, including the Manager or City Auditor or their representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement, 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.

7. STATUS OF CONTRACTOR:

It is agreed and understood by and between the parties hereto that the status of Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in §9.1.2 (C) of the Charter of the City and County of Denver, and 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.

8. ASSIGNMENT:

Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Manager. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Manager, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager.

9. KEY PERSONNEL ASSIGNMENTS:

A. All key professional personnel identified in the Scope of Work will be assigned by Contractor or subcontractors to perform work under this Agreement. Contractor shall submit to the Project Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned. The proposed billing category for each person must be included in that submittal. Such additional personnel must be approved in writing by the Project Manager. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Contractor's and the subcontractor's key

professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

B. If Contractor decides to replace any of its key professional personnel; it shall notify the Project Manager in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the Project Manager, which approval shall not be unreasonably withheld.

C. If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, he shall notify Contractor, and he may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance. If the Project Manager notifies Contractor that certain of its key personnel should be reassigned, Contractor will use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice.

10. SUBCONSULTANTS AND SUBCONTRACTORS:

A. Although Contractor may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the Manager or the Manager's authorized representative. Requests for such approval must be made in writing and 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 Manager. 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 the contract.

B. Because Contractor's represented professional qualifications are consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed outside subconsultant or subcontractor for this work deemed by the Manager, in the Manager's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of outside subconsultants or subcontractors or to limit the percentage of work to be performed by them, all in the Manager's sole and absolute discretion. The Manager shall exercise reasonableness in making such decisions regarding subconsultants or subcontractors.

C. Contractor is subject to D.R.M.C. §20-112 wherein Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

11. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

12. INSURANCE:

A. Contractor shall obtain and keep in force during the entire term of this Agreement, all of the minimum insurance coverage forms and amounts set forth in **Exhibit C** which is incorporated into this Agreement by this reference. The Contractor shall submit to the City a fully completed and executed ACORD form which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor under the terms of this Agreement, including the Indemnification provisions herein. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

13. DEFENSE AND INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify, and hold harmless the City and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind

or nature whatsoever, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, the Contractor's performance of this Agreement or its occupancy of city-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Contractor's officers, employees, representatives, suppliers, invitees, Contractors and agents; provided, however, that the Contractor's obligation to indemnify or hold harmless the City, its officers agents and employees under this paragraph shall not apply to liability or damages resulting from the negligence of the City's officers, agents and employees. The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amount of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

14. 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 Dollars (\$1,000,000.00) 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 Manager of Aviation. If the Manager of Aviation 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 Manager of Aviation 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 G**) from a local financial institution acceptable to the City and county of Denver in the amount of One Million (\$1,000,000.00). 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.

15. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of the City and County of Denver.

16. SMALL BUSINESS ENTERPRISES:

A. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

B. The Contractor is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

17. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

A. 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. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and 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 the construction drawings or specifications.

B. Contractor further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 13, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way 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.

18. OWNERSHIP OF WORK PRODUCT:

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. Contractor shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

19. PREVAILING WAGE:

Contractor shall comply with the City's Prevailing Wage Ordinance, D.R.M.C. §20-76 et. seq., as such Ordinance may apply to Contractor's activities under this Agreement, including those in **Exhibit E**. The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C § 20-77.

20. 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 Manager. Any oral presentation or written materials related to DIA 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. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager, any member or members of City Council, and the Auditor.

21. COLORADO OPEN RECORDS ACT:

Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §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 and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

22. 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 that material is described in federal regulations, 49 C.F.R. part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations and DIA Standard Policy and Procedure 6003. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the Deputy Manager or the Deputy Manager's designated representative.

23. AIRPORT SECURITY:

A. It is a material requirement of this Agreement that Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by Contractor or any of its employees or subcontractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

B. Upon execution of this Agreement, Contractor shall promptly meet with the Airport's Assistant Security Manager to establish badging requirements for Contractor's operations under this Agreement. Contractor shall obtain the proper access authorizations for all of its employees and subcontractors who will enter the Airport to perform work or make

deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of Contractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Agreement, Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to Contractor's operations at the Airport.

D. Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If Contractor fails to do so, Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to Contractor under this Agreement.

24. TERMINATION:

A. The City has the right to terminate this Agreement with cause on thirty (30) days prior written notice to Contractor (See Section 25 for "With Cause" provisions). In the event of termination by the City for cause, Contractor shall be allowed five days to commence remedying its defective performance, and in the event Contractor diligently cures its defective performance to the City's satisfaction, within a reasonable time as determined solely by the City, then this Agreement shall not terminate. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If Contractor is discharged before all the services contemplated hereunder have been completed, or if Contractor's services are for any reason terminated, stopped or discontinued because of the inability of Contractor to provide service under this Agreement, Contractor shall be paid only for those services satisfactorily performed prior to the time of termination.

C. Upon termination of this Agreement by the City, Contractor shall have no claim of any kind whatsoever 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 any such termination and in no event shall the total sums paid exceed the Maximum Contract Amount.

25. DEFAULT

A. The following are events of default under this Agreement:

- i. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the Agreement;
- ii. In the opinion of the Manager, the Contractor fails to perform the required work within the time stipulated in the Agreement; or

- iii. The Contractor is in default under any other contract, purchase order, or agreement with the City.
- iv. The contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.
- v. The Contractor transfers its interest under this Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.
- vi. The Contractor fails to keep, perform and observe any other promise, covenant agreement set forth in this Agreement, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Manager of such breach or default except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.
- vii. The contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.

B. REMEDIES

If the Contractor defaults in any of the covenants, terms and conditions herein, the City may exercise any one or more of the following remedies:

- i. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of the City's rights and remedies hereunder.
- ii. The City may cancel and terminate this Agreement upon giving 30 days written notice to Contractor of its intention to terminate, at the end of which time all the rights hereunder of the Contractor shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days.
- iii. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of services required, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

C. REMEDIES CUMULATIVE

The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

26. NOTICES:

Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Contractor to: Manager of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to: Aero Snow Inc.
30 Sagmore Hill Drive
Port Washington, NY 11050
Attn: William Wynperle

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

27. 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, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

28. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed 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 other or third person on this Agreement. It is the express intention of the City and Contractor that any person other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

29. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

Contractor shall cooperate and comply with the provisions of 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's barring Contractor from City facilities or participating in City operations.

30. 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.

31. GOVERNING LAW; BOND ORDINANCES; VENUE:

A. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

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

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

32. FEDERAL PROVISIONS:

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 Denver Municipal Airport System. The provisions of the attached Appendix No. 1 are incorporated herein by reference.

33. CONFLICT OF INTEREST:

Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interest of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. 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. Contractor shall have thirty 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.

34. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or the City Auditor under authority of D.R.M.C. §20-90.3.

35. ADMINISTRATIVE HEARING:

Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. §5-17. The parties agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

36. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This agreement consists of Sections 1 through 37 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit C:	Certificate of Insurance
Exhibit E:	Prevailing Wages
Exhibit F:	Payment/Performance Bond
Exhibit G:	Letter of Credit

In the event of an irreconcilable conflict between a provision of Sections 1 through 37 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 No. 1
Sections 1 through 37 hereof
Exhibit A
Exhibit C
Exhibit E
Exhibit F
Exhibit G

37. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver. 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, and it may be signed electronically by either party in the manner specified by the City.

[SIGNATURE PAGES FOLLOW]

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the second party, and the term "sponsor" shall mean the "City".

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, and Title 14, CFR, Part 152, Subpart E, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Contractor for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Contractor for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

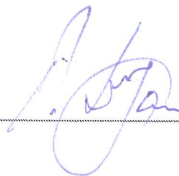
9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Contract Control Number: PLANE-201416659-00

Contractor Name: AERO SNOW REMOVAL CORP (CO)

By: 

Name: Peter Dejana
(please print)

Title: President + Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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:

By _____

By _____

By _____



**EXHIBIT A:
SCOPE OF WORK**

A.1 DEFINITIONS:

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

A.2 WORK TO BE PERFORMED:

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

The Areas are defined as:

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

A.3 OBJECTIVE:

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

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

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

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

A.4 SERVICE AREA:

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

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

A.5 ACCUMULATION AND OPERATING LOCATIONS:

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

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

A.6 STAGING LOCATIONS:

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

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

A.7 MOBILIZATION:

A. The DFM shall determine when and to what extent the Contractor shall mobilize, the contractor will be given as much notice as possible but not less than four (4) hours in most cases. Mobilization orders shall be issued by the DFM or his/her designated representative and from no other source. The Contractor shall mobilize, meaning that all equipment including necessary supervision and support shall start work immediately, as directed by the DFM. Following is a table of guidelines that the DFM and Contractors may agree to modify as experience dictates. However, the Contractor shall mobilize to the extent and consistent with the schedule dictated by the DFM.

<u>Forecast Accumulation</u>	<u>Mobilization</u>
=/ $<$ 1"	None
1-2"	Partial mobilization of equipment as determined by the DFM
$>$ 2"	Full mobilization

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

A.8 PARITAL MOBILIZATION

The following equipment will be supplied for a snow fall of less than two (2) inches in each of the areas as noted.

Equipment by Area (Snowfall of less than two (2) inches)

Area A

PL w/Large Blades	5	Operators (Large Blade)	5
Snow Blower	1	Operator-(Snow	1
Supervisor (P & P)	1		

Area B

PL w/ large blades	9	Operators (Large Blade)	9
Truck w/plow	5	Operator (Truck)	5
Jeep 4 X 4 (J)	4	Operator (Jeep)	4
Snow Blower	1	Operator (Snow Blower)	1
Mechanic	1		
Supervisor (P & P)	3		

Area C

PL w/Large Blade (LB)	8	Operators (Large Blade)	8
Truck w/plow	5	Operators (Truck)	5

Jeep 4 X 4	2	Operator (Jeep)	2
SnowBlower	1	Operator (Snow Blower)	1
Mechanic	1		
Supervisor (P & P)	3		

Area D

PL w/Large Blade (LB)	9	Operators (Large Blade)	9
SnowBlower	1	Operator (Snow Blower)	1
Mechanic	1		
Supervisor (P & P)	1		

"At Large Area"

Snow Melter (600 TPH)	2	Operator (Tractor)	1
Payloader (PL)	4	Operator Payloader	2
Lighted X Plants	2		
Supervisor (Tower)	1		

When the above plan is put into action in storms of less than two (2) inches, up to thirty (30) inches, a charge of sixty-nine percent (69%) will be made toward the minimum hours; at over thirty inches (30") a charge of sixty-nine percent (69%) will be made for standby hours in storms of less than two inches (2") when a reduced call out is made. A reduced call out over thirty inches (30") will be charged at an inch rate of sixty-nine percent (69%) of the bracket we are in at the time (based on total accumulation) in the season). The accumulation for the year will also be for sixty-nine percent (69%), not one inch (1").

A.9 TRAINING RQUIRMENTS:

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

A.10 ADDITIONAL COSTS:

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

A.11 EQUIPMENT:

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

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

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

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

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

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

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

H. Contractor shall furnish all equipment, accessories, materials, and tools necessary to perform the work properly. The Contractor shall provide, maintain, repair, and/or replace all necessary tools and equipment. The Contractor is also required to inspect all work areas and ramp areas cleared to ensure no hazards, equipment, or parts (i.e. Box Metal Shoes) are left behind. At the end of snow clearing operations, contractor is required to examine all equipment and confirm all parts are accounted for. In the event of a missing part contractor shall notify the DFM immediately.

I. In the event that 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 snow storm, Contractor must report this incident to

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

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

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

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

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

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

A.12 EXTRA WORK:

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

A.13 STAFFING, SUPERVISION AND SHIFTS

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

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

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

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

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

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

Area	Number of Supervisors
Area A: South of Concourse A	1
Area B: Ramp area between Concourses A and B	2
Area C: Ramp area between Concourses B and C	2
Area D: North of Concourse C	1

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

A.14 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS:

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

The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.

Prior to use, the Contractor shall provide to the City copies of Material Safety Data Sheets (MSDS) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing for the term of this Agreement, and the Contractor shall provide updated MSDS and MSDS for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable.

The fuel storage containers on the snow melter units are subject to Spill Prevention, Control and Countermeasure (SPCC) regulation (40 CFR Part 112) as bulk oil storage containers and are therefore subject to the secondary containment requirements in Part 112.7(c). DIA requires, pursuant to the regulatory requirements, that an SPCC plan be prepared for the units within 6 months of installation and the plan must be fully implemented within one year of installation.

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

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

The SPCC plan must comply with all of the Plan requirements, pursuant to the regulation, and must be signed by a Professional Engineer. The draft plan will be submitted to DIA 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 DIA, the contractor must provide to DIA, for review and approval, a description of the following:

1. Procedures and frequency for inspections of the storage units and all ancillary equipment.
2. Procedures for periodic integrity and leak testing.
3. Spill response procedure including notification procedures and initial cleanup procedures.

4. Spill response equipment that will be onsite during the snow season along with a description of location.
5. Evidence that all personnel associated with the operation and fueling of the units have been trained in spill response and notification procedures.
6. Evidence that all personnel have been trained in stormwater management as required by DIA's industrial stormwater permit.

The contractor will be supplied a copy of DIA's industrial stormwater management plan (SWMP) and DIA will assist in providing training materials to the contractor.

A.15 SAFETY:

A. All equipment must meet federal, state, and local safety requirements including proper marking and hazard lighting for airside access and operation. Vehicles will be painted in a uniform, visible color and equipped with yellow beacons. They will be uniquely identified by a numbering system and each vehicle will have its number marked in each side with reflective material. Numbers will be at least six (6) inches tall so they are clearly identifiable from a distance. All equipment must have working heaters, windshield wipers, and defrosters. In the opinion of the DFM, if improper or unsafe equipment or practices are employed by the Contractor in furnishing services under the agreement the Contractor shall, upon notice from the DFM, employ such proper and safe equipment and practices, as may be specified in such notice, or discontinue such unsafe actions as may be specified in such notice.

B. City shall inspect equipment from time to time to ensure that appropriate safety measures appear to be met, and may instruct the Contractor to make improvements or revisions. Any approval by the DFM of anything done, practices employed, or equipment used by the Contractor shall not relieve the Contractor, from his full responsibility for the complete safe and accurate performance of the work in accordance with this agreement; or from any duty, obligation or liability imposed upon him by the contract, or from responsibility for injuries to persons or damage to property.

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

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

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

F. At all times, the Contractor shall coordinate its work with the requirements of the Airport site and operations. All work, movement of personnel, materials, supplies and equipment in areas used by aircraft shall be subject to rules, regulations, and restrictions established by the City. The Contractor shall take special precautions and be fully responsible for the prevention of damage to materials and equipment in the areas affected by the jet blast of taxiing aircraft. No work shall proceed until necessary protective devices are placed, as required, to protect the public, airport operations, property, and personnel from the hazards of the work. The Contractor shall proceed with his/her work, including temporary work, and storage of tools, machinery, and materials; to minimize interference with or create hazards to the operation of the Airport. The Airport Operations Manager (AOM), or designated representative, is responsible for safe and efficient operations at the airport. Any concerns from the AOM will be addressed by the DFM with the Contractor immediately.

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

A.16 SECURITY REQUIREMENTS:

A. DIA requires personnel badging and vehicle permitting, administered by the Denver International Airport Security Office. The Contractor shall be required to obtain the proper access authorizations for badges and permits, and the Contractor shall immediately report the presence of unauthorized (un-badged) persons or unauthorized (no permit) vehicles on site to the DFM.

B. If required, the Contractor shall establish and maintain a secure (fenced) perimeter at its primary operations area to include its field offices, staging and storage areas, and maintenance facilities. The responsibility for security within its operations area shall rest solely with the Contractor. Entrance gates to operations areas shall be equipped with a combination of locks, to include a lock provided by the City for its use in accessing emergency equipment, should that need arise. The

location, size and other physical characteristics of the Contractor's operations area must be approved by the City prior to its installation.

Unless specifically required by the Contract Documents and with the exception of the fenced operations area described above, the Contractor shall install no fences or other physical obstructions on or around the project work area without the written approval of the City.

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

D. CONTRACTOR PARTICIPANT MANUAL

1. Contractors are required to obtain a Contractor Participant Manual from the Airport Security Office and must follow the guidelines in the manual. The Airport Security Plan will be issued after receipt of a \$250.00 refundable deposit. Copies of the Contractor section of the manual are available for review at the Denver International Airport Maintenance and Engineering Office. The Contractor shall comply with DIA policies and Transportation Security Administration (TSA) regulations.

a. Airport Operations Regulations **130 TRAFFIC** and **20 CONDUCT OF PERSONS USING THE DENVER MUNICIPAL AIRPORT SYSTEM** shall be followed. These regulations are available from Airport Operations at Denver International Airport.

b. The TSA requires that all operating airports be secured from the general public and has the authority to issue citations for violations of these requirements. It is the responsibility of the Airport to ensure all fences and gates are secure.

c. Contractors will be required at all times to have a supervisor at each work location in the restricted areas.

2. Access to Restricted Area via Vehicles

a. The Contractor shall obtain access to the restricted area via vehicle only when the vehicle displays a Vehicle Permit issued by Airport Security and the driver has an Airport ID badge with a driver authorization.

E. SUBMITTAL FOR BADGES

1. Airport identification badges and driver authorization permits shall not be issued prior to Notice to Proceed. The Contractor may, at his own risk,

submit the required information to DIA Airport Security prior to Notice to Proceed in order to expedite the badging and permitting process.

2. By submitting information for personnel badges, the Contractor certifies that the personnel; have no disqualifying felony convictions, as defined by Federal Regulations, the employees have valid Colorado driver licenses, and the employees have not previously been required to surrender their badges due to any violations.
3. Airport ID Badges are obtained as follows:
 - a. The Contractor shall designate an Authorizing Agent who is a full time employee of the Contractor and who shall be authorized to sign for the Contractor on employee applications for badges.
 - b. The Contractor shall meet with the DFM to review the procedures and required access points at DIA. The Contractor and the DFM shall visit the site to verify the access points. Access points shall be listed and submitted by the Contractor to the DFM for review and comment prior to Contractor's application for badging.
 - c. The Contractor's Authorizing Agent shall schedule a Participant Meeting with the DIA Airport Security Office to review DIA security procedures. A second meeting will be scheduled for the Authorizing Agent to learn how to successfully complete the required forms for employee badges and vehicle permits.
 - d. A Criminal History Record Check is required for each employee requesting unescorted access to the restricted areas. The employee will complete the Airport Security Badging and Fingerprinting Form (two-sided form) and schedule an appointment with the Airport Security Office to have the form reviewed and to be fingerprinted. The Federal Bureau of Investigation will conduct the Criminal History Records Check and will return the results to the Airport Security Office. (Usually within 3 to 30 business days)
 - e. State Background Check and Identity Verification is required for each employee requesting escorted access to the restricted areas. The employee will complete the Airport Security Badging Application, along with a residency disclosure, and submit the forms to the Airport Security Office to have the background and identity verification conducted. Airport Security will return the results to the Authorizing Agent within 48 hours.
 - f. When notified by Airport Security that the Criminal History Records Check is completed and cleared, the Contractor shall call

to schedule an appointment for employees to come to the Airport Security Office to receive security and driver training. The appointment will take approximately one hour for security training and approximately two hours for security and driver training.

All employees will see an interactive security film and must pass a test when they come in for their Airport ID badge appointment. All employees driving on the airfield must also view an interactive driving film and take a second test, in addition to receiving airfield driver familiarization training by the Contractor's driver trainer, before being allowed to drive on the airfield. Driver familiarization training must be completed within 10 days of receiving the badge.

- g. The Contractor is advised that there is a deposit due for each Airport ID badge issued in addition to the badge fee. The deposit is refundable but not transferable.
- h. The Airport ID badges must be returned to the Airport Security Office prior to final payment. All Airport ID badges are issued with the expiration date of the project on the badge. Contractors shall notify the DFM as soon as possible but, in no case, less than four weeks in advance of any requirement to extend the duration of badge validations.

A.17 VEHICLE AND EQUIPMENT PERMITTING:

A. Contractor shall comply with the Airport Security Plan. Vehicle permits are required for all vehicles operating in the restricted area. Two types of permits are required. The DIA 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 DIA emissions permit as well as a DIA vehicle permit.

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

- 1. Airport Operations Regulations **130 TRAFFIC** and **20 CONDUCT OF PERSONS USING THE DENVER MUNICIPAL AIRPORT SYSTEM** shall be followed. These regulations are available from Airport Operations at Denver International Airport.

2. Once admitted into the restricted area, the Contractor shall proceed directly to the Work location by way of a route assigned by Airport Security. At no time shall a Contractor or any of its personnel enter onto a taxiway, runway, or ramp without proper clearance from the Airport Operations Manager or Assistant Airport Operations Manager. Contractors or individuals violating these requirements for driving in the restricted area may be subject to fines, suspension, or permanent revocation of the Airport ID badge and driver authorization.

C. Vehicle Permitting

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

D. Equipment Permitting

1. Fossil fuel powered equipment to be used in the interior of buildings and/or in basement/tunnel areas shall require inspection by DIA Airport Infrastructure Management (AIM) and the Denver Fire Department. **Only CNG fossil fuel powered equipment may be used; gasoline powered, propane powered, or diesel powered equipment will not be acceptable unless identified and operated per Specifications Section 01014.**

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

A.18 PREVAILING WAGES:

The Contractor and every subcontractor under this contract shall:

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

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

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

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

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

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

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

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

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

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

A.21 COMPENSATION AND FEES:

A. **The base fee** shall include the cost to the Airport for all mobilization and operation of plows, melters, blowers, runway X's, loaders, operational support and equipment, including but not limited to, equipment costs, staffing costs, fuel, maintenance, overhead and profit, etc., related to pushing, blowing, piling and melting of snow for 125 operating hours, as measured by the DFM, from the time of mobilization to the time of de-mobilization. This fee shall include all services to accomplish snow removal for 30 inches of snow, as measured by the nearest National Weather Service station. Additional fees shall be due at such time that either 125 operational hours or 30 inches of snow have been measured.

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

C. For snow occurrences in a single contract year in excess of 30 inches or 125 operational hours, the Contractor shall move to the rate per inch of additional snow when mobilized for 15 inches in excess of 30 inches or 125 operational hours, and a rate for each inch for the next 15 inches, and a rate for each inch for the next 10 inches. If the Contractor is partially mobilized the fee shall be prorated based on the total pieces of equipment mobilized, versus the total number of pieces of Contractor equipment proposed and approved by the City. No additional fees shall be due regardless of snow fall if the Contractor has not been mobilized. No additional fees shall be due, if the total snow fall, received in a single contract year exceeds **70 inches**. If the 125 hours (in phase 1) is reached before the 30 inch mark, then the remaining inches (of the 30) will be deducted from the 70 inch total when calculating the maximum annual required mobilization payment. For example, if 125 hours is reached after 25 inches of snow, the remaining five (5) inches will be deducted off of the 70 inch annual requirement, resulting in a new 65 inch requirement.

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

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

required to pay the fine directly, shall reimburse the Airport for the cost of such fines.

A.22 PRICING:

Pricing is firm and fixed for the first Snow Season (2015/2016). 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 Producer Price Index (PPI), Scheduled Air Transportation as maintained by the United States Department of Labor, Bureau of Labor Statistics, or its successor using as a base period, June 2015. Thereafter the month of June immediately preceding each ensuing snow season shall serve as the comparative period.

Due Dates for Pricing Updates:

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

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

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

ITEM 1 Pricing

1. Price for first 30 inches and/or 125 hours \$5,635,252.00 total per year.
Monthly price \$805,036/month
2. Pricing for each additional inch \$187,841.00 (1-15 additional inches)
(up and above 30 inches or 125 operational hours whichever comes first)
3. Pricing for each additional inch \$164,362 (15.1-30 additional inches)
4. Pricing for each additional inch \$82,181.00 (30.1-40 additional inches)
5. Pricing for standby per hour \$11,699.00 (Applies ONLY to Pricing Items 2, 3, and 4)

ITEM 1 Pricing

1. Price for first 30 inches and/or 125 hours \$5,635,252.00 total per year.
Monthly price \$805,036/month
Breakdown Per Area, All Pricing is Per Inch:
 - 1.A. Area south of Concourse A \$193,091.00
 - 1.B. Ramp Area between Concourses A&B \$2,723,714.00
 - 1.C. Ramp Area between Concourses B&C \$2,144,280.00
 - 1.D. Area North of Concourse C \$574,164.00

2. Pricing for each additional inch \$187,841.00 (1-15 additional inches)
(up and above 30 inches or 125 operational hours whichever comes first)
Breakdown Per Area, All Pricing is Per Inch:
 - 2.A. Area south of Concourse A \$6,436.00
 - 2.B. Ramp Area between Concourses A&B \$90,790.00
 - 2.C. Ramp Area between Concourses B&C \$71,476.00
 - 2.D. Area North of Concourse C \$19,139.00

3. Pricing for each additional inch \$164,362 (15.1-30 additional inches)
Breakdown Per Area, All Pricing is Per Inch:
 - 3.A. Area south of Concourse A \$5,632.00
 - 3.B. Ramp Area between Concourses A&B \$79,442.00
 - 3.C. Ramp Area between Concourses B&C \$62,542.00
 - 3.D. Area North of Concourse C \$16,746.00

4. Pricing for each additional inch \$82,181.00 (30.1-40 additional inches)
Breakdown Per Area, All Pricing is Per Inch:
 - 4.A. Area south of Concourse A \$2,816.00
 - 4.B. Ramp Area between Concourses A&B \$39,721.00
 - 4.C. Ramp Area between Concourses B&C \$31,271.00
 - 4.D. Area North of Concourse C \$8,373.00

5. Pricing for standby per hour \$11,699.00 (Applies ONLY to Pricing Items 2, 3, and 4)
Breakdown Per Area, All Pricing is Per Hour:
 - 5.A. Area south of Concourse A \$398.00
 - 5.B. Ramp Area between Concourses A&B \$5,651.00
 - 5.C. Ramp Area between Concourses B&C \$4,457.00
 - 5.D. Area North of Concourse C \$1,193.00

ITEM 2 Schedule of Unit Prices for Extra Work

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

All prices are per hour.

Item Number	Description	Unit Price
2A)	30' blade and mover	<u>\$440.00</u>
2B)	3 cubic yard loader	<u>\$295.00</u>
2C)	5 cubic yard loader	<u>\$385.00</u>
2D)	8 cubic yard loader	<u>\$615.00</u>
2E)	Single or tandem axle dump truck w/ plow	<u>\$253.00</u>
2F)	One-ton dump truck w/ plow	<u>\$210.00</u>
2G)	Jeep or pickup with 7' plow	<u>\$158.00</u>
2H)	Bobcat with blade, bucket or broom	<u>\$167.00</u>
2I)	150 tph melters	<u>\$1,650.00</u>
2J)	3000 tph Blower	<u>\$490.00</u>
2K)	Runway X's	<u>\$125.00</u>
2L)	Hour rate for additional 500 tph melter	<u>\$6,600.00</u>
2M)	Mechanic and service truck	<u>\$121.00</u>
2N)	Supervision	<u>\$118.00</u>

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

A. 23

PROPOSED EQUIPMENT LIST

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

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

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

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

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

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

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

Equipment by Area:**Area A**

PL w Large Blades (LB)	5	Operators Large Blade	5
Snow Blower	1	Operator Snow Blower	1
Mechanic	1		
Supervisor P&P	1		

Area B

PL w Large Blade (LB)	9	Operators Large Blade	9
Truck w Plow	5	Operator Truck	5
Jeep 4x4 (J)	4	Operator Jeep	4
Snow Melter (600TPH)	3	Operator Tractor	3
Payloader (PL)	6	Operator Pay Loader	6
Snow Blower	1	Operator Snow Blower	1
Lighted X Plants	2		
Mechanic	2		
Supervisor P&P	4		

Area C

PL w Large Blade (LB)	8	Operators Large Blade	8
Truck w Plow	5	Operator Truck	5
Jeep 4x4	2	Operator Jeep	2
Snow Melter (600TPH)	3	Operator Tractor	3
Snow Melter (150TPH)	1	Operator Snow Melter	1
Payloader (PL)	7	Operator Pay Loader	7
Snow Blower	2	Operator Snow Blower	2
Lighted X Plants	2		
Mechanic	2		
Supervisor P&P	4		

Area D

PL w Large Blade (LB)	9	Operators Large Blade	9
Snow Melter (600TPH)	3	Operator Tractor	3
Payloader (PL)	6	Operator Pay Loader	6
Snow Blower	1	Operator Snow Blower	1
Mechanic	1		
Supervisor P&P	1		

“At Large Area”

Snow Melter (600TPH)	1	Operator Tractor	1
Payloader (PL)	2	Operator Pay Loader	2

Supervisor (Tower) 2

Total List of Equipment: OVERALL and by AREA

<u>Type of Equipment</u>	Area A	Area B	Area C	Area D	At-Large Area	Total
Payloader w/Large Blade	5	9	8	9		31
Payloader		6	7	6	2	21
Trucks w/ Plows		5	5			10
Jeep		4	2			6
Snow Blower	1	1	2	1		5
Snow Melter (600TPH)		3	3	3	1	10
Snow Melter (150TPH)			1			1
Tractor		3	3	3	1	10
Mechanic Service Unit	1	2	2	1		6
Supervisor	1	4	4	1	2 (Tower)	12
Lighted X Plants		2	2		1	5
Bus - Escort					2	2
Fuel Truck					4	4
Office Trailers					4	4
Welding Units					2	2
Air Compressors					2	2
Spill Response Units					2	2

A. 24 Proposed Staffing Plan

1. OVERALL

Proposed Staffing/Supervision/and Shifts Plan

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

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

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

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

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

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

Snow melter crews will operate on the ramps while communicating with the area supervisors to ensure snow is being pushed and piled in close proximity to the snow melters ensuring efficient melting operations. Snow melter crews also operate the snow

melter for efficient snow melter operations. Snow and weather conditions introduce many variables that need to be adjusted while operating the snow melter(s).

Aero's equipment operators are predominately made up of people from the surrounding Denver metropolitan area. Aero has been successful in recruiting skilled equipment operators employed in the local agriculture industry. A majority of these operators have extensive backgrounds in heavy machinery work. More than fifty percent (50%) of Aero's staff at DIA have worked for Aero for more than four (4) seasons; more than seventy percent (70%) have been with Aero for more than three (3) seasons.

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

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

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

2. SERVICE AREAS

Proposed Staffing Plan - Area A

Aero's staffing plan is directly proportionate to Section 2 b) Proposed Equipment. In Area A there will be one (1) supervisor who will direct the activities and oversee five (5) employees/contractors operating payloaders with large blades and one (1) operator for the

snow blower. For more detailed information see EXHIBIT A – Scope of Work Area A (Operational Plan).

Proposed Staffing Plan – Area B

Aero’s staffing plan is directly proportionate to Section 2 b) Proposed Equipment. In Area B Aero will have four (4) supervisors who will direct the activities and oversee nine (9) employees/contractors operating payloaders with large blades, five (5) operators operating trucks with plows, four (4) operators operating jeeps with plows, three (3) 600-tons-per-hour mobile snow melter operators, six (6) operators operating payloaders, one (1) snow blower operator, and two (2) mechanics. For more detailed information, see EXHIBIT A – Scope of Work Area B (Operational Plan).

Proposed Staffing Plan – Area C

Aero’s staffing plan is directly proportionate to Section 2 b) Proposed Equipment. In Area C Aero will have four (4) supervisors who will direct activities and oversee eight (8) employees/contractors in payloaders with large blades, five (5) operators in trucks with plows, two (2) jeep operators with plows, three (3) 600 tons-per-hour mobile snow melter operators, six (6) payloaders operators, two (2) snow blower operators, and two (2) mechanics. For more detailed information, see Exhibit A – Scope of Work Area C (Operational Plan).

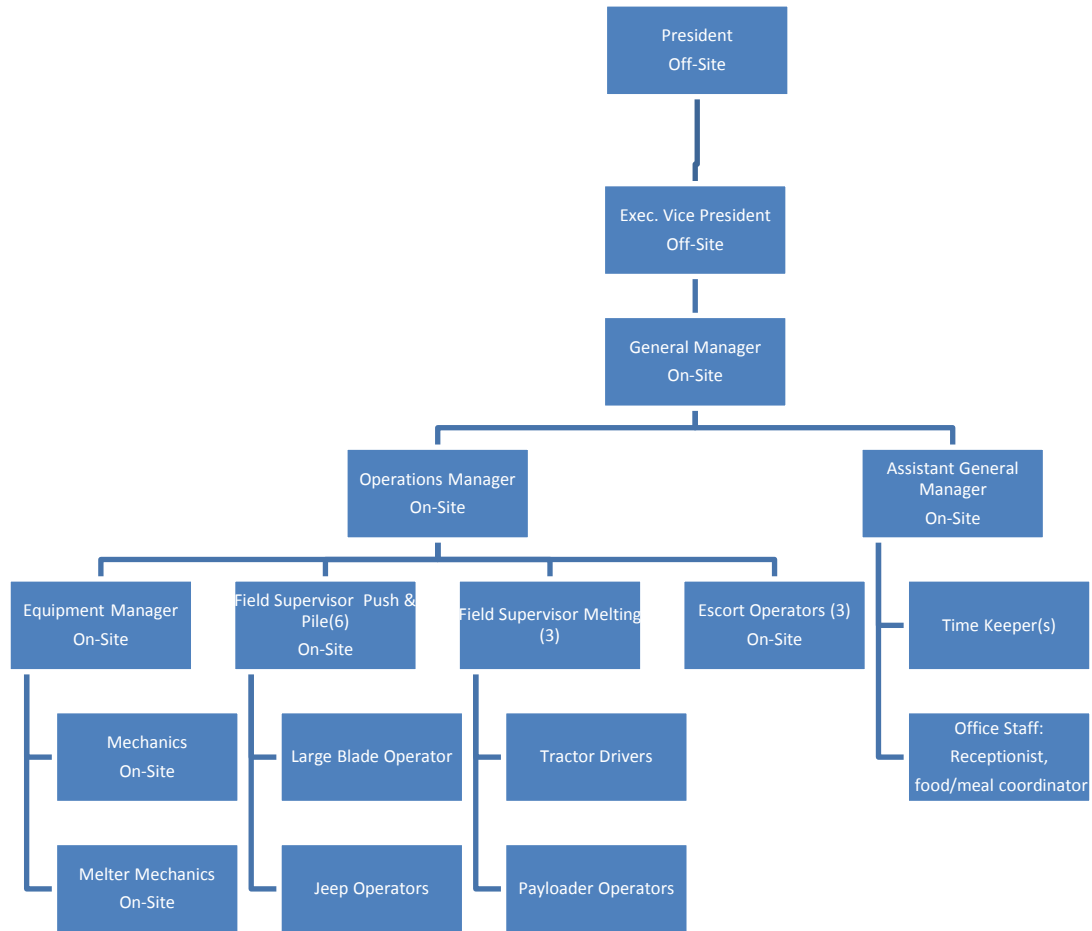
Proposed Staffing Plan – Area D

Aero’s staffing plan is directly proportionate to Section 2 b) Proposed Equipment. In Area D Aero will have one (1) supervisor who will direct activities and oversee nine (9) employees/contractors in payloaders with large blades, three (3) 600 tons-per-hour mobile snow melter operators, six (6) payloaders operators, one (1) snow blower operator, and one (1) mechanic. For more detailed information, see EXHIBIT A – Scope of Work Area D (Operational Plan).

Proposed Staffing Plan Area at Large

Aero’s staffing plan is directly proportionate to Section 2 b) Proposed Equipment. In the At Large Area, Aero will have two (2) supervisors stationed in the City B Tower who will assist with the communication between city air traffic controllers and Aero Ramp Supervision. In addition, one (1) 600 tons per-hour mobile snow melter operator, and two (2) payloaders operators will be available if needed at the direction of the General Manager and the DFM. For more detailed information, see EXHIBIT A Scope of Work At Large Area Operational Plan.

Management Staffing Chart



A. 25

EMPLOYMENT PROCEDURE

I. PREAMBLE:

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

II. DEVELOPING APPLICANT FLOW:

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

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

19. Local educational facilities - on bulletin boards, or ads in their local newspapers.
20. Churches.
21. Use of sales people to help recruit.
22. Radio and T.V. ads.

Group Training Session and Agenda

ALL OPERATORS/DRIVERS

1. AERO ATTENDEE REQUIREMENT:

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

2. PRE-MEETING PREPARATIONS:

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

3. INTRODUCTIONS:

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

4. PURPOSE OF MEETING:

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

5. AERO'S HISTORY:

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

6. PLOWING AREAS:

- A. Ramps (restricted).

7. EQUIPMENT UTILIZED:

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

8. DISTRIBUTION AND REVIEW OF INFORMATIONAL MATERIALS:

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

9. SNOW BOARD DEMONSTRATION:

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

10. COMPENSATION:

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

11. ORIENTATION SESSION:

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

12. DISTRIBUTION OF FORMS:

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

13. COLLECTION OF FORMS:

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

14. EQUIPMENT TEST:

- A. Administer test and rate each applicant.

15. LARGE BLADE DEMO:

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

STANDARD PRACTICE INSTRUCTION

Policy

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

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

1. Compliance with the Law

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

2. Prohibited Practices

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

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

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

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

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

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

3. Responsibility

A. Management

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

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

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

B. Employees and Applicants for Employment

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

4. Implementation: Internal Complaints

A. Investigation

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

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

The General Manager conducting the investigation must document all matters related to the complaint, including contents of meetings, interviews, review of records, results of investigation and all resulting actions taken, and continuous and timely reporting to the Vice President and President will be required. Signed written statements of facts must be obtained from all persons interviewed.

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

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

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

B. No Discrimination or Harassment

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

C. Finding of Discrimination or Harassment

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

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

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

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

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

5. External Complaints

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

A. Procedure

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

A. This policy applies to Aero Snow Removal and all affiliate companies.

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

A. 27 Detailed Operating Procedures

OVERVIEW

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

SERVICE LEVELS

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

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

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

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

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

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

SNOW REMOVAL FROM AIRLINE AREAS

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

from airlines' areas adjacent to a "completed" Aero area; such work will be payable by the airlines at the "Extra Work" rates, terms and conditions set forth in Aero's RFP response. Furthermore, if the airlines deliver pushed and piled snow to a melting location after melting activities at that location have been completed, that additional melting will be billed to the airlines at the "Extra Work" rates, terms and conditions set forth in this RFP response.

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

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

GPS GUIDANCE

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

FUELING

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

MOBILIZATION

Aero's operation plan is based upon the RFP specification that DIA will call us out and we will have a minimum four (4) hour response time to mobilize. A mobilization directive is irrevocable. When given the directive to mobilize Aero's management will immediately start to assemble operators, office and support staff. Accordingly, once this process has begun the

operation plan is based upon a minimum of four (4) hours of Mobilization or Ready Time. As previously discussed, it will be necessary to maintain constant and frequent communication between Aero and DIA about the impending storm. The forecasted storm will determine the amount of equipment DIA anticipates mobilizing. Further, the timing of the storm will impact on Aero's ability to call-in a sufficient number of operators to ensure a compliant response time.

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

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

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

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

CONTROL CENTER

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

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

SECURITY

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

STANDING WATER

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

ADDITIONAL COSTS

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

DISPOSAL

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

EQUIPMENT

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

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

COMPLIANCE WITH/ENVIRONMENTAL REQUIREMENTS AND SAFETY

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

Area A – South of Concourse A -OPERATIONAL PLAN

DESCRIPTION OF SERVICES

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

The clearance of accumulations of what is commonly known and understood to be snow from 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 Vandriver 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 and piling the snow in the three (3) areas identified on EXHIBIT A1 as “Snow Storage Area” located on the 1.) North West Side of Taxiway AS; 2.) South West Side of Taxiway AA, and 3.) South East Side of Taxiway AA. The VSR will be kept open at all times and the snow on the south side of the taxiway may be initially feathered to a height of two (2’) feet to assure adequate wing and engine clearance and may then be piled and left for natural melting outside of the Object Free Area (OFA).

Our experience has taught us that such feathering may be difficult to accomplish; therefore, we will initially pile the snow closer to the VSR to maximize the storage capacity of the area. This will also delineate the southernmost boundary of the snow piling area. Snow blowing will be limited to only the North West Side of Taxiway AS. 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.

We recommend all equipment begin to work at one (1”) inch of accumulation above the ground surface and work continuously throughout the storm. With a forecast of a two inches (2”) or more accumulation, a full call-out should be made.

In the event the storage of snow within these areas become 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 DIA. Should DIA choose to have Aero melt the excess snow on-site or relocate the additional accumulations to other melting sites, then the equipment and manpower to accomplish the task shall be provided in accordance with the provisions for RFP SECTION B: B.11 “Extra Work”.

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

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

DESCRIPTION OF SERVICES

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

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

Aero will utilize nine (9) payloaders with large blades, five (5) trucks with plows, one (1) snow blower, and four (4) “Jeeps” (see Section 2 b) Proposed Equipment Listing of Area B). This equipment will be utilized to push the snow into the designated snow storage/snow melt area which is centered between Taxiway BS and AN. The pile will be formed so as to permit the ongoing use of the secondary taxiways for access to the BS and AN gate areas. The large blades, jeeps, blower and support equipment will be under the direction of three (3) supervisors. The pushing and piling will be coordinated as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow storage/snow melt areas. Snow will also be blown onto the “Snow Storage Areas” designated on EXHIBIT A1 for natural melting on the North West side of BS Taxiway and South West side of AS Taxiways.

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 four (4) Jeep-type plows and two (2) payloaders with large blade snow pusher. They will push snow away from the terminal/gate areas across AN Taxiway to the snow storage /snow melting site. The snow removal in the International Gate Area will be under the direction of one (1) Supervisor. The repositioning of all jet ways and support equipment (i. e. baggage carts, tugs, airplane umbilical cords (water, HVAC, electrical, etc.) will be the responsibility of DIA. Aero will not be responsible for obstructions that cannot be seen due DIA’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 DIA’s approval, completed the push and pile operation, then, in that event, should we be called back to the area to clear areas previously encumbered by equipment, jet ways, etc. such work will be provided in accordance with the provisions in the RFP SECTION B: B.11 “Extra Work”.

Melting will be done utilizing up to three (3) 600 tons-per-hour mobile melters as specified in the RFP and listed in SECTION 2 b) Proposed Equipment Listing. The melters will have a tractor attached to permit re-positioning, when required, without delay. Two (2) 600 ton-per-hour mobile melters will be positioned in the green shaded area of AN/BS Taxiways and one (1) 600 tons-per-hour melter will be positioned South East side of AN Taxiway adjacent to Vandriver VSR. There will be two (2) pay loaders assigned to each melter 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 two (2) mechanics assigned to Area B to support the equipment in the area. The mechanics will have service vans, inventories of spare parts we have found to be most important to have on hand during a snow event to assure prompt response to any mechanical need. When the equipment is being fueled the mechanics will check the equipment to ensure other fluids and operating parameters of the equipment are within guidelines.

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

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

DESCRIPTION OF SERVICES

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

The clearance of accumulations of what is commonly known and understood to be snow from BN Taxiway and CS Taxiway, East of Oakhill Vehicle Service Road (VSR) and West of Vandriver 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 storage and 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 storage and melting. Prior to positioning the snow melter(s) in this area we will position Lighted X Plants as described in RFP SECTION B Scope of Work Technical Requirements B.3.B on the eastern edge of the designated melter operational area(s).

Aero will utilize the eight (8) payloaders with large blades, five (5) trucks with plows, and two (2) snow blowers listed below and in SECTION 2 b) Proposed Equipment Listing to push, pile and blow the snow into the designated storage area/snow melt area which is identified as the green shaded areas on EXHIBIT A. The pile will be formed so as to permit the on-going use of the secondary taxiways for access to the BN and CS gate areas. The payloaders with large blades, snow blowers and support equipment will be utilized for the push and pile operation

under the direction of four (4) supervisors. The pushing and piling will be coordinated so as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the storage areas. There are three (3) designated Snow Storage/ Blow areas in this Area A.) South West Side BN Taxiway, 2.) North West side CS Taxiway (C Concourse West Side is currently under construction) and 3.) North East side CS Taxiway. Snow will be pushed to and blown onto these areas for natural snow melting.

Melting will be done utilizing up to three (3) 600 tons-per-hour mobile melter and one (1) 150 tons-per-hour melter as specified in the RFP and listed in SECTION 2 b) Proposed Equipment Listing. The one (1) 150 tons-per-hour snow melter will be positioned West of K/B Taxiway on the East side of Concourse B. There will be two payloaders assigned to each melter to load snow. Prior to positioning snow melter(s) in this area we will preposition Lighted X Plants as described in SECTION B Scope of Work Technical Requirements B.3.B on the eastern edge of the designated melter operational area(s).

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

In addition to the large blades, payloaders and melters, there will be two (2) mechanics assigned to Area C to support the equipment, including the snow melters. The mechanics will have service vans, inventories of spare parts we have found to be most important to have on hand during a snow event to assure prompt response to any mechanical need. When the equipment is being fueled the mechanics will check the equipment to ensure fluids and operating parameters of the equipment are within guidelines.

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

Area D – North of Concourse C-OPERATIONAL PLAN

DESCRIPTION OF SERVICES

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

The clearance of accumulations of what is commonly known and understood to be snow from CN Taxiway and DS Taxiway, East of Oakhill Vehicle Service Road (VSR) and West of Vandriver VSR and including East of Concourse C K Taxiway the north side of Concourse C beginning at the VSR, to which the airlines push snow from the gate area, continuing across the

ramp area to the area designated as the color “green shaded” area in EXHIBIT A1 for snow storage/snow melting area.

Aero will utilize nine (9) payloaders with a large blade and one (1) snow blower as listed below and in SECTION 2 b) Proposed Equipment Listing to push pile and blow the snow into the designated storage area north of DS West Remain Over Night (RON) Pad and north of DS East RON Pad. The pile will be formed so as to permit the on-going use of the taxiway for access to the CN Gate areas. The payloaders with large blades, blower and support equipment will be utilized for the push and pile operation under the direction of a supervisor. The pushing and piling will be coordinated so as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow storage/snow melting areas. North of DS RON West, North of DS RON East and South East of CN Taxiway snow will be blown onto designated Snow Storage/ Blow areas for natural melting.

Melting will be performed utilizing up to three (3) 600 tons-per-hour mobile melters as specified in the RFP and listed in SECTION 2 b) Proposed Equipment Listing. The melters will have a tractor attached to permit repositioning, when required, without delay. There will be two (2) payloaders assigned to each melter to load the snow.

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

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

At Large Area – OPERATIONAL PLAN

DESCRIPTION OF SERVICES

Equipment and manpower not specific to Areas 1, 2, 3, or 4 will be described in this section. They include miscellaneous equipment and accessories which will be needed in the performance of snow removal operations at DIA. This includes office trailers, storage containers, maintenance items and equipment, etc.

Aero will utilize two (2) supervisors in the City B-Tower to be on duty at all times from the time of mobilization through de-mobilization to efficiently communicate with Ground Air Traffic Controllers and directly communicate with Aero Supervisors overseeing equipment in the contracted areas of the RFP, as described in RFP SECTION B Scope of Work Technical Requirements B.12.F. Although the RFP only requires one (1) supervisor to be present Aero believes with the scope of snow removal operations on the ramp area, two (2) supervisors will increase overall communication for this specification.

Aero will have additional snow melting capacity located at DIA in the event this equipment may be needed due to various types of extreme weather events that could occur due to DIA's size, scope, and complexity of its Ramp Snow Removal Operation. Aero will designate one (1) 600 tons-per-hour snow melter to be used "At Large" within the outlined RFP Contract areas at the discretion of the General Manager onsite under the direction of the DFM ; such work will be provided in accordance with the provisions in the RFP SECTION B: B.11 "Extra Work"; especially when snow fall may exceed the eight (8) inches this additional unit would be an asset to the airport.

See SECTION-2 b) Proposed List of Equipment – At Large Area
DISPOSAL OF AIRFIELD DEBRIS

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

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

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

A. 28 Description of the Safety Plan

Management Leadership and Employee Involvement

Management commits the necessary resources of staff, money, and time to ensure that all persons on the worksite are protected from injury and illness hazards. In addition, management

visibly leads in the design, implementation, and continuous improvement of the site's safety and health activities. Specifically, the highest level management establishes and reviews annually the site's safety and health policy and ensures that all employees know, understand, and support that policy. All management levels, with input from hourly employees, develop an annual safety and health goal with objectives and action plans to reach that goal. At the end of each year all management levels, with input from hourly employees, evaluate progress in accomplishing the action plans, achieving all objectives, and meeting the annual goal. This evaluation, which also includes an evaluation of the overall safety and health program, results in a written report that includes the next year's goal, objectives, and action plans, including any remaining action needed to accomplish the current year's goal.

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

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

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

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

Worksite Analysis

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

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

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

All employees at this site are trained to recognize hazards and to report any hazard they find to the appropriate person so that the hazard can be corrected as soon as possible. In addition to taking immediate action to report a hazard orally and to provide interim protection, if necessary, including stopping the work causing the hazard, employees may submit a safety work order to the maintenance department, or they may submit a safety suggestion form. Safety work orders take priority over any other work order. Safety suggestions will be considered each week during the site inspection by the site inspection team. All employee reports of hazards must be eventually written, with the correction date recorded. These reports are posted in the lunch room 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 lunch room, 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 lunch room and are open to comment by any employee. The accident investigation team assigns responsibility to appropriate employees for correcting any hazards found and for assigning a date by which the correction must be completed.

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

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

- **Hazard Prevention and Control**

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

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

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

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

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

The site works with appropriate outside agencies, such as the fire department, the police department, and the hospital to write emergency plans for all potential emergencies, including fire, explosion, accident, severe weather, loss of power and/or water, and violence from an outside source. Desk top drills are conducted monthly so that all employees experience a drill on each type of emergency once a year. A total site evacuation drill focusing on one emergency type, with all work shut down, and coordinated with the appropriate agency, is conducted once a year. Each drill, whether table top 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 lunch room, and supervisors

ensure that all employees know the results. When necessary, the emergency procedures are revised as a result of the evaluation report.

Persons needing emergency care are transported by company van or community ambulance to the hospital, located away from the site. Usually that trip can be made in a short period of time. Onsite during all shifts designated persons fully trained in cardiac pulmonary resuscitation (CPR), first aid, and the requirements of OSHA's Bloodborne Pathogen Standard, are the first responders to any emergency. These persons are trained by qualified Red Cross instructors. One of these designated persons' safety and health responsibilities is to ensure that first aid kits are stocked and readily accessible in the marked locations throughout the plant. Appropriate personal protective equipment (PPE) is provided for the different types of accidents possible at the site. All emergency responders have been offered the Hepatitis B vaccine.

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

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

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

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

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

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

Through consultants, management has assessed all work at this site and determined that the following OSHA standards apply to the site's work. Individual safety and health programs for each of these standards have been written and implemented. Employees affected by these

standards have been trained to understand them and to follow the programs' directions. These standards are:

a. Drug/Alcohol Policy and Program

Purpose

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

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

Scope

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

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

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

Roles and Responsibilities

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

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

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

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

Disciplinary Procedure

The disciplinary procedure will follow a three step progression:

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

b. Spill Containment Policies (Section A.14)

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

Aero Snow Removal Corp maintains emergency response and personal protective equipment on each snow melter and spill response trailers for controlling and cleaning up potential spills. The available onsite emergency response equipment for controlling spills includes essential material to mitigate and or contain a spill.

General Spill Instructions

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

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

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

Spill Response Team

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

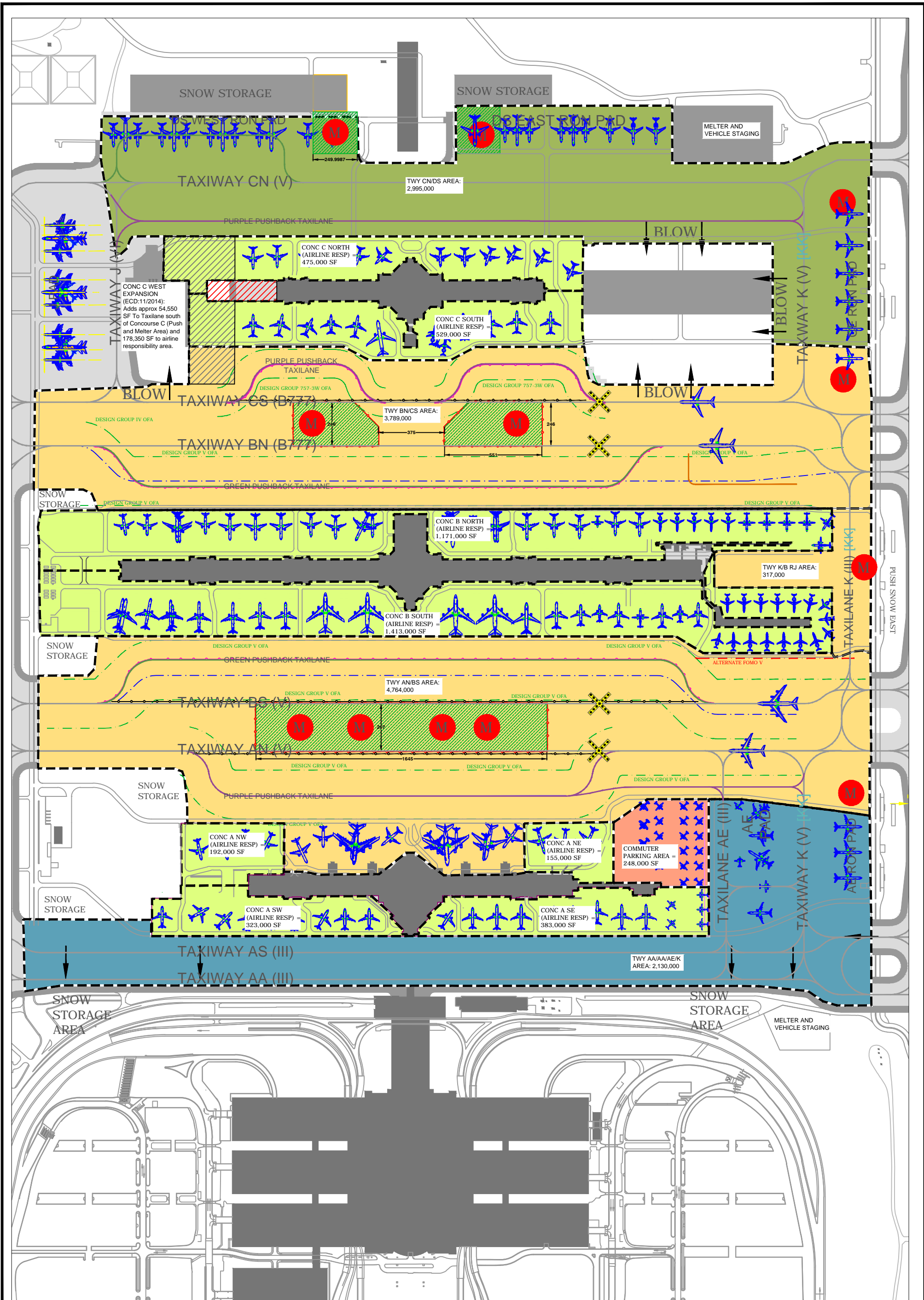
Spill Notification Procedures

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

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

Training

Designated employees operating the snow removal equipment at DIA 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.



NOVEMBER 6, 2013

EXHIBIT A- SNOW MELTER SERVICE AREA



- Taxiway Closure "X" Lighted Sign
- Deicing utility line
- Drainage utility line
- Direction to push
- Snow Melter Unit

- Pile and Melter Operational Areas
- Push and Melter Area A
- Push and Melter Area B
- Push Only
- One Time Morning Clearance
- Airline Responsible Snow Plowing

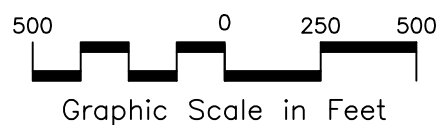


EXHIBIT A-2

EXCERPTS OF RFP

B.3 OBJECTIVE:

The Contractor will be required to supply all equipment including maintenance and operational support, staffing, and supervision to clear snow from the Service Area shown in Exhibit A1 in such way and to the extent required, to support commercial airline ramp operations and complete melting operations within four (4) hours of the end of snow fall for weather events wherein snow accumulations do not exceed eight inches. If snow accumulations within a single storm event exceed eight inches the Contractor shall provide a forecast to the Director of Field Maintenance (DFM) for approval of when melting operations will be complete. Under all circumstances the Contractor shall coordinate closely with the DFM or his designated representatives which have sole authority to issue instructions to the Contractor under this contract. Airport Operations has primary safety responsibility for the Airport and may, from time to time, provide advisory information to the Contractor. The Contractor shall consider this information and make appropriate, immediate, and procedural adjustments. The Contractor shall clear the main ramp area of snow to promote safe aircraft operations. The ramp shall be cleared so that surface markings and lighting are visible and ice buildup is prevented. Taxi-lanes must be kept free of windrows or piles and in acceptable condition to allow safe aircraft operations.

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

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

B.5 ACCUMULATION AND OPERATING LOCATIONS:

A. As also shown on Exhibit A1 snow accumulations between Concourses A & B and B & C shall be pushed, or blown to and accumulated near, the east-west center line of the ramp roughly equidistant from the concourses on either side. Snow accumulations south of Concourse A shall be pushed or blown to the south. No melting is to be done in this area. Windrows or piles may not be built north of the edge lights and snow south of the lights must be pushed past the Object Free Area (OFA) and no higher than 2 feet, otherwise the snow is to be bull dozed to the east into the snow storage area marked on Exhibit A1. The vehicle service road south of the edge lights must remain usable.

B. Upon mobilization, melters will be placed on the ramp within the designated melter operational areas (see Exhibit A1) that are understood to include the areas necessary for loading activities. Ramp areas are highly congested during operational periods and the Contractor is responsible for minimizing the area and impact on airport operations necessary to conduct loading and melting operations. The contractor will also be responsible for purchasing, setting up and taking down runway X's at the eastern most edge of the designated melter operational areas. Plows and

other vehicle and equipment must give way to aircraft when transitioning taxi- lanes. The Contractor will be responsible for mitigating the development and accumulation of ice on the ramp surface associated with melting operations (standing water left from melting operations will be pushed into storm water inlets thus reducing ice formation).

C. It shall be understood that the City is providing broad operating guidance that will be modified as experience and events dictates. **The Contractor, as part of its proposal shall provide more detailed operating procedures for review by the City.**

B.11 EXTRA WORK:

The DFM shall have the right at any time during the term hereof to direct the Contractor to perform services in addition to those expressly or implied to be required in this agreement hereinafter called "Extra Work". The Contractor shall commence Extra Work within eight (8) hours of direction by the DFM unless otherwise instructed. The Contractor will be paid for a minimum of four (4) hours work. The Contractors compensation for this Extra Work shall be in accordance with the unit prices shown in the Scope of Work ITEM 2 Schedule of Unit Prices for Extra Work.

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201416659 – On Call Snow Removal Services

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.



DENVER
THE MILE HIGH CITY

EXHIBIT E

Career Service Authority
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton Staff HR Professional
DATE: Friday January 10, 2014
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority 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 rates will be provided as a supplemental to the Davis-Bacon Highway rates issued by CSA.

The effective date for this publication is **Friday January 10, 2014** 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. CO140019
Superseded General Decision No. CO20130019
Modification No. 0
Publication Date: 01/03/2014
(8 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.

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO140019 01/03/2014 CO19

Superseded General Decision Number: CO20130019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

CARP9901-008 10/01/2010

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.00	11.28

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 06/25/2012

	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.).....		
	\$ 24.27	8.62
(3)-Loader (under 6 cu. yd.) Denver County.....		
	\$ 24.27	8.62
(3)-Motor Grader (blade-rough)		

Douglas County.....	\$ 24.27	8.62
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 24.42	8.62
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 24.42	8.62
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 24.57	8.62
(5)-Motor Grader (blade-finish) Douglas County.....	\$ 24.57	8.62
(6)-Crane (91-140 tons).....	\$ 24.72	8.62

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

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

Career Service Authority
Supplemental to the Davis-Bacon HIGHWAY Construction Projects rates
(Specific to the Denver Projects)
(Supp 35, Date: 01-13-2012)

Classification		Base	Fringe
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (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 Operators:			
	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
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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

EXHIBIT F

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, a corporation organized under the laws of the State of _____, hereinafter referred to as the "Contractor" and _____, a corporation organized under 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, hereinafter referred to as the "CITY", in the penal sum of ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, _____, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and everything necessary for and required to do, perform and complete Contract No. 201416659, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings, Task Orders, Contract Exhibits and all other Contract Documents therefore, which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract;

NOW, THEREFORE, the condition of this Performance and Payment Bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. At all times promptly makes 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 said Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under law; and
3. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract,

then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its 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 shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)

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

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.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Manager of Aviation

APPROVED AS TO FORM:

D. SCOTT MARTINEZ, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

EXHIBIT G

LETTER OF CREDIT