#### **FIRST AMENDMENT**

THIS FIRST AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the CITY AND COUNTY OF DENVER, a Colorado municipal corporation ("City"), Party of the First Part, and ANGLIN CIVIL, LLC, a Michigan company authorized to do business in the State of Colorado ("Contractor" or "Anglin"), Party of the Second Part (collectively the "Parties").

**WHEREAS**, the City and Anglin entered an Agreement (Contract number 202264842) which commenced on September 1, 2023 (the "Existing Agreement"), for professional on-call snow removal and melting services for various airside areas around Denver International Airport ("DEN" or "Airport"); and

WHEREAS, the City desires to increase the maximum contract amount and add additional service areas around the airfield by amending the Existing Agreement as well by replacing Exhibit A Scope of Work and as well as replacing Exhibit B Pricing with a new Exhibits A and B; and

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

- 1. **ARTICLE 2** entitled **SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES Section A Scope of Services** is deleted and replaced with the following-
  - "A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached Exhibit A ("Scope of Work"), in accordance with the schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the SVP and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount."
- 2. ARTICLE 5 COMPENSATION AND PAYMENT Section A Maximum Contract Amount is deleted and replaced with the following-
  - "A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of Eighty-Nine Million Five Hundred Thousand Dollars and Zero Cents (\$89,500,000.00) ("Maximum Contract Amount"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount."
  - 3. **ARTICLE 6 MWBE, WAGES AND PROMPT PAY Section C Prevailing Wage** is deleted and replaced with the following-

**"C. Prevailing Wage.** To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

Date bid or proposal issuance was advertised: December 1, 2022

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
- ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing: auditor@denvergov.org.
- v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits."
- 4. **ARTICLE 6 MWBE, WAGES AND PROMPT PAY Section D Minimum Wage** is deleted and replaced with the following-

#### "D. Denver Wage Laws.

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

# 5. ARTICLE 11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS Section E is deleted and replaced with the following-

#### "E. Examination of Records and Audits.

- i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276."
- ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.
- iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number."
- 6. **EXHIBIT A** of the Existing Agreement is deleted and replaced with the attached **AMENDED EXHIBIT A**.
- 7. **EXHIBIT B** of the Existing Agreement is deleted and replaced with the attached **AMENDED EXHIBIT B**.
- 8. All other terms, provisions and conditions of the Contract are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.

9. This First Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

**Contract Control Number:** 

Contractor Name:	ANGLIN CIVIL LLC
IN WITNESS WHEREOF, the particular Denver, Colorado as of:	es have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of D	enver
By:	By:
	By:
	<i></i>

PLANE-202475372-01 / LEGACY-202264842-01

# Contract Control Number: Contractor Name:

# PLANE-202475372-01 / LEGACY-202264842-01 ANGLIN CIVIL LLC

	DocuSigned by:
By:	Doug Inglin
	-2D23DACD632E4A6
Name	: Doug Anglin (please print)
	(please print)
Title:	President (please print)
	(please print)
ATTE	ST: [if required]
By:	
Name:	:
	(please print)
Title:	
-	(please print)

#### EXHIBIT A – SCOPE OF WORK

#### 1. WORK TO BE PERFORMED

The work covered under this Contract includes the furnishing of all supervision, labor, equipment, and all things required for providing full snow removal services (pushing, piling, brooming, blowing and physical removal of snow via melting or other means, as directed), as more fully set forth herein, the services shall be available twenty four (24) hours a day, seven (7) days a week including all holidays at Denver International Airport ("**DEN**"), as specified herein, for each Snow Season. Snow Season is defined as October 1<sup>st</sup> to April 30<sup>th</sup>.

#### 2. OBJECTIVE

The Proposer will be required to supply all equipment including maintenance and operational support, staffing, and supervision to clear snow from the Service Area in such way and to the extent required, to support commercial airline ramp operations and complete melting operations as soon as reasonable after the end of snow fall. Under all circumstances the Proposer shall coordinate closely with the DFM or his designated representatives which have sole authority to issue instructions to the Proposer under this contract. Airport Operations has primary safety responsibility for the Airport and may, from time to time, provide advisory information to the Proposer. The Proposer shall consider this information and make appropriate, immediate, and procedural adjustments. The Proposer shall clear the main ramp area of snow to promote safe aircraft operations. The ramp shall be cleared so that surface markings and lighting are visible and ice buildup is prevented. Taxi-lanes must be kept free of windrows or piles and in acceptable condition to allow safe aircraft operations. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times

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

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

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

- vi. Plan for fueling of equipment.
- vii. Plan for maintenance of equipment.

#### 3. **DEFINITIONS**

#### a. Acronym Definitions

AOA - Aircraft Operation Area

**AOM** - Airport Operations Manager

**CNG** - Compressed Natural Gas

**DFM** - Director of Field Maintenance

**DEN** - Denver International Airport

**EMS** - DEN's Environmental Management Plan

**EPA** - Environmental Protection Agency

MSDS - Material Safety Data Sheets

**NEPA** - National Environmental Policy Act

**OFA** - Object Free Area

**CPI** - Consumer Price Index

**RON** - Remain Overnight

**SPCC** - Spill Prevention, Control, and Countermeasure regulation (40 CFR Part 112)

**TPH** - Tons per Hour

**VSR** - Vehicle Service Roads

## b. Equipment Definitions

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

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

Runway Broom

Snow blower capable of 3000 TPH

Payloader with blade

Payloader with bucket

Runway Closure X



#### 4. SERVICE AREA

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

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

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

The area is broken down into 5 functional locations:

Area A - Alpha Alpha to the south side of Concourse A

**<u>Area B</u>** - North side of Concourse A to the south side of Concourse B

**<u>Area C</u>** - North side of Concourse B to the south side of Concourse C

# **Area D** - North side of Concourse C to the RON pads

## Area Cargo - Cargo Ramp area

The Service Area is defined as the area(s) for which pushing and piling with the ability to chemically treat surfaces occurs. Services to be performed excludes the areas adjacent to the concourses inside the vehicle service roads for which the airlines have responsibility (except for the international gates A-33, 35, 37, 39, 41 43, 45 and 47 on the north side of Concourse A and other areas as noted). However, the Proposer will be responsible to push, pile, broom and melt snow that will be pushed into the Service Area by the airlines (or others) from areas inside the Vehicle Service Roads (VSRs). The airlines will push snow from their areas of responsibility past the vehicle roads or other demising lines where the Proposer will take responsibility to appropriately handle this snow. Airlines will typically retract jetways and consolidate parked equipment during low activity periods. In the interest of efficiency, the Proposer will, as the opportunity arises, remove accumulated snow from these areas. The Service Area includes limited pushing and piling of snow accumulations on the commuter aircraft parking positions and areas directly separating such parking positions when aircraft are not present.

### a. <u>Operating Locations</u>

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

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

#### 5. OPERATIONS PLAN-OVERVIEW

## a. <u>Staging Locations</u>

- i. On or about September 15<sup>th</sup> of each contract year the Proposer will coordinate with the DFM and stage all necessary equipment on the Aircraft Operation Area AOA so that full preparedness is established for the start of the snow season, which is officially October 1<sup>st</sup> of each year. Airport supervision and operational instructions, as necessary, shall be provided by the DFM or his/her designated representative.
- ii. DEN has provided a fenced equipment storage area designated where equipment may be stored between approximately May 1 and September 14 of each contract year. The Proposer shall always have sole responsibility to keep all areas assigned to the Proposer for storage and staging organized and clear of contamination.

#### b. Mobilization

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

<b>Event Level</b>	Snowfall Amount	Mobilization Type
Cautionary	<1"	None
Level A	1" to 3"	Partial Mobilization, equipment requirements are detailed in <b>Section 6</b> or as determined by the Director of Field Maintenance
Level B	3" to 10"	Full Mobilization, equipment requirements are detailed in <b>Section 8</b> or as determined by the Director of Field Maintenance
Level Emergency	>10"	Full Mobilization, equipment requirements are detailed in <b>Section 8</b> or as determined by the Director of Field Maintenance

The Proposer shall mobilize to the extent and consistent with the schedule dictated by the DFM. The DFM and Proposer shall collaborate closely regarding the efficiency and safety of the overall operation. The DFM may require changes to the operational locations of staging, piling melting, and other such procedures that are deemed inefficient or may be

required to improve safety. The Proposer shall comply with instructions from the DFM immediately unless that DFM directs otherwise.

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

Constant and frequent communication between Proposer and DEN about the impending storm and changes in the operational plan is critical to the response. The forecasted storm will determine the amount of equipment DEN anticipates mobilizing. The decision to partial mobilizes or fully mobilize assets will be made prior to the official notification. Operational adjustments may be necessary based on the timing of the storm will impact on Proposer's ability to call-in an enough operator to ensure a compliant response time. Understanding that if operational adjustments are made after the official notification, the Proposer may not be able to mobilize the additional labor force within the four (4) hour time frame. The roads to the airport and in the surrounding communities may become impassable. This situation could negatively impact on additional operators' ability to get to the airport.

#### c. Service Levels

The goal of the operational plan is to provide snow removal on the ramp areas to assure safe aircraft operations and to have the surface markings and directional, edge, and operational lighting to remain visible to the extent possible due to the weather conditions. Snow windrows and piles will be kept to a minimum during snow removal operations. The goal will be to complete melting within four (4) hours after the completion of the push and pile operation. However, each snow event is different and the ability to accomplish the goals set forth within this proposal will be affected by the nature of the storm, the temperature, ramp congestion, and other factors outside of the Proposer's control. In rapidly falling snow there may well be whiteouts, periods of virtually zero visibility, and clearing snow after those events will require additional time. There will be brief periods when windrows will be present until they can be effectively moved to the piling site.

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

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

#### d. <u>Equipment Readiness</u>

Equipment must be properly maintained and operated to ensure effective snow removal. All equipment that becomes inoperable for a period equal to or exceeding one (1) hour will require immediate replacement as to not interfere with airport operations and must be

reported to DEN Maintenance Leadership. If inoperability exceeds one (1) hour, penalties will be enforced to include by are not limited to:

Inoperable Equipment Downtime	<b>Deduction Per Hour (Per Unit)*</b>
0 – 60 minutes	No charge
61 minutes+	\$50 per hour

<sup>\*</sup>Minimum equipment levels must be maintained throughout the snow operation based on the callout. Charges will be incurred for each piece of equipment that is not available during the operational period.

### e. Snow Removal from Airline Areas

Proposer shall physically remove and melt, at no cost to the airlines, snow that is pushed and piled by airline personnel or airline Contractors from the "Airline Areas" (110 acres) to the VSR areas. If, however, Proposer has completed their contractual obligations in a given area (Area A - South of Terminal A, Area B - between Terminals A & B, Area C - between Terminals B & C, and Area D - North of Terminal C) and is called back to collect and dispose of pushed and piled snow from airlines' areas adjacent to a "completed" Proposer area; such work will be payable by the airlines at the "Extra Work" rates, terms and conditions set forth in **Exhibits A and B**. Furthermore, if the airlines deliver pushed and piled snow to a melting location after melting activities at that location have been completed, that additional melting will be billed to the airlines at the "Extra Work" rates, terms and conditions set forth in **Exhibits A and B**.

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

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

#### f. GPS Guidance

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

## g. Fueling

During the operation, equipment will need to be fueled. In conducting any activity on DEN property, Proposer shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, and environmental requirements as outlined in DEN's Environmental Management System (EMS). Proposer operational plan will prepare and maintain a training program and spill prevention plan for fueling activities and equipment in accordance with DEN's EMS.

## h. Communications

Proposer's airport office/control center will be located at DEN in the area designated for construction office trailers. DEN shall provide a space that can accommodate four (4) trailers, each measuring approximately 12' x 60', which will be available with access to all utilities including water, electricity, telephone, and sewage. Note: DEN's South campus (location where trailers may initially be staged) will be undergoing many changes over the term of this agreement. The location of trailers may change in the future. Parking for control center staff and operators will be near the construction trailer area. Proposer's response to this RFP contemplates it will be using these offices on a year-round basis and no rental fee will be assessed for either the office trailer parking area or the vehicle parking area. This control center will be in communication with Proposer's supervisors via cellular telephones and two-way radio communication. In addition, Proposer will provide DEN with the ability to communicate directly with the supervisors via cellular telephone. Proposer's supervisors and control center will also communicate with the equipment operators during a snow event.

#### 6. PARTIAL DEPLOYMENT OPERATIONS PLAN

#### Area-A

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

#### <u>Area-B</u>

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

# Area-C

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

# Area-D

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

## Areas A, B, C, D and Cargo

2-Brooms

# **Area- South Cargo**

3-Pay loaders with box plows

Snow blower with the capability to throw up to 3000 TPH



#### 7. LOCATION MAP OF SNOW MELTERS FOR PARTIAL DEPLOYMENT

#### a. Area A Partial Mobilization – South of Concourse A

The clearance of accumulations of what is commonly known and understood to be snow from South of Concourse A, Taxiway AS and Taxiway AA beginning at the Concourse A South Side VSR, East of Oakhill Vehicle Service Road (VSR) and West of Van Driver Vehicle Service Road to which the Airlines push snow from the gate area, continuing either east, west or south across the taxiway edge marker lights push, pile and store or melt the snow in the "Snow Storage Area", designated as the green shaded area identified in Section 8-FULL MOBILIZATION OPERATIONS PLANE-Melter Plan 1, 2, and 3, or to the Snow melter location on the Southeast Side of Taxiway AA. The Snow Storage Area will only be used when officially notified by the DFM. The VSR will be kept open at all times and the snow on the south side of the taxiway may be initially feathered to a height of two (2') feet to assure adequate wing and engine clearance and may then be piled and left for natural melting outside of the Object Free Area (OFA).

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

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

Proposer shall utilize four (4) payloaders with large blades, one (1) large capacity snow melter setup. The pile will be formed to permit the on-going use of the secondary taxiways for access to the BS and AN gate area. The pushing, piling, and brooming will be coordinated as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melt areas. Lead in lines need to be visible 80% - 90% of the time and always cleared 35-40 feet wide.

In the event the storage of snow within the area identified becomes unacceptable due to the large volume, then the responsibility of finding alternate storage sites and the movement and loading of the excess accumulations shall become the responsibility of DEN. Should DEN choose to have Proposer melt the excess snow on-site or relocate the additional accumulations to other melting sites, then the equipment and manpower to accomplish the task shall be provided in accordance with the provisions for **SECTION 18** "Extra Work".

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

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

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

Proposer shall utilize six (6) payloaders with large blades, one (1) large capacity snow melter setup, one (1) small capacity snow melter setup, and brooms. The pile will be formed to permit the on-going use of the secondary taxiways for access to the BS and AN gate area. The pushing and piling will be coordinated to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melt areas.

Clearing of snow from the International Gate areas A-33, 35, 37, 39, 41, 43, 45, and 47 on the North side of Concourse A will be accomplished by five (5) pick-up trucks with plows and two (2) payloaders with large blade snow pusher and the ability to chemically treat surfaces. They will push snow away from the terminal/gate areas across AN Taxiway to the snow storage /snow melting site. The snow removal in the International Gate Area will be under the direction of one (1) Supervisor. The repositioning of all jet ways and support equipment (i.e., baggage carts, tugs, airplane umbilical cords (water, HVAC, electrical, etc.) will be the responsibility of DEN. Any lights or signs damaged will be the responsibility of the contractor to repair/replace. In the event that damages should occur to any lighting or signage on the Airfield, a report needs to be submitted to DEN Maintenance Leadership before the close of business day operations. Subsequent damages will be accessed and the financial responsibility for the repairs will be allocated to the applicable party.

At the completion of the snow removal operation when we have, with DEN's approval, completed the push and pile operation, then, in that event, should we be called back to the area to clear areas previously encumbered by equipment, jet ways, etc. such work will be provided in accordance with the provisions in **SECTION 18**"Extra Work".

#### c. <u>Area C Partial Mobilization – Ramp Between Concourse B & C</u>

The clearance of accumulations of what is commonly known and understood to be snow from BN Taxiway and CS Taxiway, East of Oakhill Vehicle Service Road (VSR) and West of Van Driver Vehicle Service Road the North side of Concourse B beginning at the VSR, to which the airlines push snow from the gate area, continuing across the ramp area on to

the area centered on the primary taxiway and designated for snow melting; then from the South side of Concourse C starting at the VSR, to which the airlines push snow from the gate area we will push the snow in a southerly direction for snow melting. Prior to positioning the snow Melter(s) in this area, DEN will coordinate clearance with Airport Operations to set up the Lighted X Plants on the eastern edge of the designated Melter operational area(s).

Proposer will utilize the six (6) payloaders with large blades and one (1) snow melters listed below to push, pile and melt the snow. The pile will be formed to permit the on-going use of the secondary taxiways for access to the BN and CS gate areas. The pushing, piling, and brooming will be coordinated to minimize interference with aircraft movement and to move the snow as efficiently as possible into the storage (prior to melting) areas.

Melting shall be done utilizing up to two large capacity melter locations. There will be two (2) payloaders assigned to each Melter to load snow. Prior to positioning snow Melter(s) in this area, DEN will coordinate clearance with Airport Operations to set up the Lighted X Plants on the eastern edge of the designated Melter operational area(s).

The clearance of accumulations of what is commonly known and understood to be snow from K/B Taxiway East Side Concourse B to which the airlines push snow from the Regional Jet (RJ) gate area one (1) small snow melter location. The equipment for K/B Taxiway will be under the direction of one (1) of the four (4) Supervisors in Area C. There will be one (1) payloader assigned to this snow Melter. In addition, one (1) payloader with a large blade and two (2) Trucks with plows will be assigned to this area to push and pile snow East beyond the K/B Taxiway edge marker lights and beyond the OFA.

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

#### d. Area D Partial Mobilization – North of Concourse C

Snow clearing hereunder shall include the removal of snow accumulations from the surface areas and shall consist of the pushing, piling, brooming and melting of accumulated snow as more fully set forth below:

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

Proposer shall utilize six (6) payloaders with a large blade. Proposed Equipment listing to push, pile and melt the snow into the designated storage area north of DS West Remain Over Night (RON), specifically at RON parking spot DS-10 and at CE RON pad, specifically at CE-4. The pile will be formed to permit the on-going use of the taxiway for access to the CN Gate areas. The payloaders with large blades will be utilized for the push and pile operation under the direction of a supervisor. The pushing and piling will be coordinated to minimize interference with aircraft movement and to move the snow as

efficiently as possible into the snow melting area. At CE-4 the second snow Melter will be positioned for melting operation. The Melter will be parked East of the OFA line on KILO Taxiway.

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

### e. Area South Cargo Partial Mobilization – Cargo Area

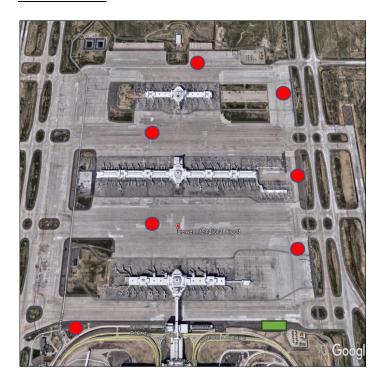
The clearance of accumulations of what is commonly known and understood to be snow from East end of South Cargo Ramp to West end of South Cargo Ramp. The Cargo carrier personnel will push snow from the aircraft gate area to ramp outside of the outer vehicle service roads and outside each aircraft safety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

Proposer shall utilize three (3) payloaders with a large blade and one (1) snow blower to push, pile and blow the snow into the designated storage area west of the Cargo Ramp area. The pile will be formed to permit the on-going use of the aircraft gate areas on the South and North side of the Cargo Ramp. The payloaders with large blades, trucks with plows and blower will be utilized for the push, pile, and blow operations. The pushing, piling, and brooming will be coordinated to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow storage/snow blowing area. At the West end of the Cargo Ramp, snow will be blown onto designated Snow Storage area for natural melting.

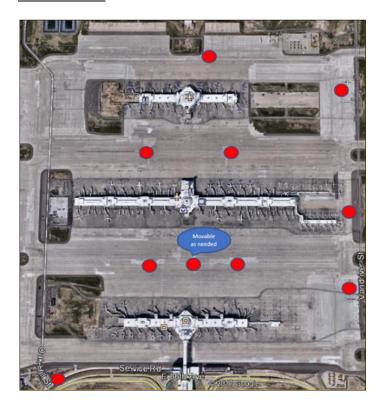
Lead in lines need to be visible 80% - 90% of the time and always cleared 35-40 feet wide).

# 8. FULL MOBILIZATION OPERATIONS PLAN-MELTER PLAN 1, 2, AND 3

# Melter Plan-1

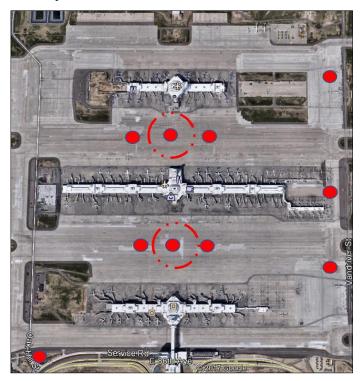


# Melter Plan 2

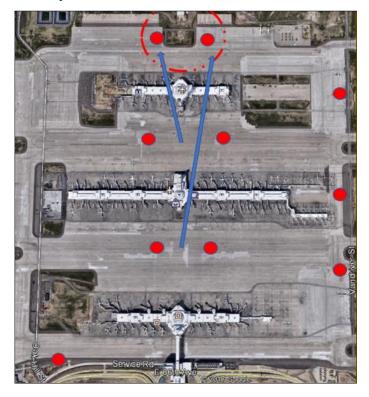


# Melter Plan-3

# **Priority 1**



**Priority 2** 



#### Area-A

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

#### Area-B

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

#### Area-C

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

#### Area-D

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

#### Areas A, B, C, D and Cargo

2-Brooms

# Area- South Cargo

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

#### a. <u>Area A Full Mobilization – South of Concourse A</u>

The clearance of accumulations of what is commonly known and understood to be snow from South of Concourse A, Taxiway AS and Taxiway AA beginning at the Concourse A South Side VSR, East of Oakhill Vehicle Service Road (VSR) and West of Van Driver Vehicle Service Road to which the Airlines push snow from the gate area, continuing either east, west or south across the taxiway edge marker lights push, pile and store or melt the snow in the "Snow Storage Area", designated as the green shaded area identified in Section 8-FULL MOBILIZATION OPERATIONS PLANE-Melter Plan 1, 2, and 3,

or to the Snow melter location on the Southeast Side of Taxiway AA. The Snow Storage Area will only be used when officially notified by the DFM. The VSR will be kept open at all times and the snow on the south side of the taxiway may be initially feathered to a height of two (2') feet to assure adequate wing and engine clearance and may then be piled and left for natural melting outside of the Object Free Area (OFA).

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

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

Proposer shall utilize four (4) payloaders with large blades, one (1) large capacity snow melter setup. The pile will be formed to permit the on-going use of the secondary taxiways for access to the BS and AN gate area. The pushing, piling, and brooming will be coordinated as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melt areas. Lead in lines need to be visible 80% - 90% of the time and cleared 35-40 feet wide at all times.

In the event the storage of snow within the area identified becomes unacceptable due to the large volume, then the responsibility of finding alternate storage sites and the movement and loading of the excess accumulations shall become the responsibility of DEN. Should DEN choose to have Proposer melt the excess snow on-site or relocate the additional accumulations to other melting sites, then the equipment and manpower to accomplish the task shall be provided in accordance with the provisions for **SECTION 18** "Extra Work".

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

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

Proposer shall utilize twelve (12) payloaders with large blades, two (2) large capacity snow melter setups, one (1) small capacity snow melter setups. The pile will be formed to permit the on-going use of the secondary taxiways for access to the BS and AN gate area. The large blades, pick-up trucks w/plows and snow melters blower and support equipment will be under the direction of one (1) supervisor. The pushing, piling and brooming will be coordinated as to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melt areas.

Clearing of snow from the International Gate areas A-33, 35, 37, 39, 41, 43, 45, and 47 on the North side of Concourse A will be accomplished by five (5) pick-up trucks with plows and two (2) payloaders with large blade snow pusher and the ability to chemically treat surfaces. They will push snow away from the terminal/gate areas across AN Taxiway to the snow storage /snow melting site. The snow removal in the International Gate Area will be under the direction of one (1) Supervisor. The repositioning of all jet ways and support equipment (i.e., baggage carts, tugs, airplane umbilical cords (water, HVAC, electrical, etc.)) will be the responsibility of DEN. **Any lights or signs damaged will be the responsibility of the contractor to repair/replace.** In the event that damages should occur to any lighting or signage on the Airfield, a report needs to be submitted to DEN Maintenance Leadership before the close of business day operations. Subsequent damages will be accessed and the financial responsibility for the repairs will be allocated to the applicable party.

At the completion of the snow removal operation when we have, with DEN's approval, completed the push and pile operation, then, in that event, should we be called back to the area to clear areas previously encumbered by equipment, jet ways, etc. such work will be provided in accordance with the provisions in **SECTION 18** "Extra Work".

Melting shall be done utilizing up to two (2) large capacity melters locations and one (1) small capacity melter location. The melters will have a tractor attached to permit repositioning, when required, without delay. Two (2) large capacity melter location are positioned in the green shaded area of AN/BS Taxiways and one (1) small capacity melter location will be positioned at the East end of B concourse, between KILO taxiway and Van Driver within the OFA. There will be two (2) pay loaders assigned to each large capacity melter location and one (1) pay loader assigned to the small capacity melter location to load snow. Prior to positioning the snow Melter(s) in this area DEN will coordinate clearance with Airport Operations to set up Lighted X Plants on the eastern edge of the designated Melter operational area(s).

In addition to the payloaders with large blades, payloaders and melters, there will be on (1) mechanic assigned to Area B to support the equipment in the area. The mechanic will have a service van, inventories of spare parts we have found to be most important to have on hand during a snow event to assure prompt response to any mechanical need. When the equipment is being fueled the mechanic will check the equipment to ensure other fluids and operating parameters of the equipment are within guidelines. Lead in lines need to be visible 80% - 90% of the time and cleared 35-40 feet wide at all times.

# c. <u>Area C Full Mobilization – Ramp Between Concourse B & C</u>

The clearance of accumulations of what is commonly known and understood to be snow from BN Taxiway and CS Taxiway, East of Oakhill Vehicle Service Road (VSR) and West of Van Driver Vehicle Service Road the North side of Concourse B beginning at the VSR, to which the airlines push snow from the gate area, continuing across the ramp area on to the area centered on the primary taxiway and designated for snow melting; then from the South side of Concourse C starting at the VSR, to which the airlines push snow from the gate area we will push the snow in a southerly direction for snow melting. Prior to positioning the snow Melter(s) in this area DEN will coordinate clearance with Airport Operations to set up the Lighted X Plants on the eastern edge of the designated Melter operational area(s).

Proposer will utilize the twelve (12) payloaders with large blades and two (2) snow melters listed below to push, pile and melt the snow. The pile will be formed to permit the on-going use of the secondary taxiways for access to the BN and CS gate areas. The payloaders with large blades will be utilized for the push and pile operation. The pushing, piling, and brooming will be coordinated to minimize interference with aircraft movement and to move the snow as efficiently as possible into the storage (prior to melting) areas.

Melting shall be done utilizing up to two large capacity melter locations. There will be two (2) payloaders assigned to each Melter to load snow. Prior to positioning snow Melter(s) in this area DEN will coordinate clearance with Airport Operations to set up the Lighted X Plants on the eastern edge of the designated Melter operational area(s).

The clearance of accumulations of what is commonly known and understood to be snow from K/B Taxiway East Side Concourse B to which the airlines push snow from the Regional Jet (RJ) gate area one (1) small snow melter location. The equipment for K/B Taxiway will be under the direction of one (1) of the four (4) Supervisors in Area C. There will be one (1) payloader assigned to this snow Melter. In addition, one (1) payloader with a large blade and two (2) Trucks with plows will be assigned to this area to push and pile snow East beyond the K/B Taxiway edge marker lights and beyond the OFA. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times.

# d. <u>Area D Full Mobilization– North of Concourse C</u>

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

Proposer shall utilize six (6) payloaders with a large blade and two (2) snow melters as listed below to push, pile and melt the snow into the designated storage area north of DS West Remain Over Night (RON), specifically at RON parking spot DS-10 and at CE RON pad, specifically at CE-4. The pile will be formed to permit the on-going use of the taxiway for access to the CN Gate areas. The payloaders with large blades will be utilized for the

push and pile operation under the direction of a supervisor. The pushing, piling, and brooming will be coordinated to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow melting area. At CE-4 the second snow Melter will be positioned for melting operation. The Melter will be parked East of the OFA line on KILO Taxiway.

Melting will be performed at two locations utilizing large melter capacity operations. The melters will have a tractor attached to permit repositioning, when required, without delay. There will be two (2) payloaders assigned to each Melter to load the snow. Lead in lines need to be visible 80% - 90% of the time and cleared 35-40 feet wide at all times.

#### e. Area South Cargo Full Mobilization—Cargo Area

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

Proposer shall utilize three (3) payloaders with a large blade and one (1) snow blower to push, pile and blow the snow into the designated storage area west of the Cargo Ramp area. The pile will be formed to permit the on-going use of the aircraft gate areas on the South and North side of the Cargo Ramp. The payloaders with large blades, trucks with plows and blower will be utilized for the push, pile, broom, and blow operation. The pushing, piling, and brooming will be coordinated to minimize interference with aircraft movement and to move the snow as efficiently as possible into the snow storage/snow blowing area. At the West end of the Cargo Ramp, snow will be blown onto designated Snow Storage area for natural melting. Lead in lines need to be visible 80% - 90% of the time and cleared 35 – 40 feet wide at all times.

#### 9. EQUIPMENT

- a. Proposer shall be responsible for all fueling, maintenance and operational requirements of all equipment by the Proposer under this agreement, and appropriate disposal of all collected debris.
- b. Proposer will be responsible to procure, own, operate and stage at designated areas on DEN starting October 1<sup>st</sup> through April 30<sup>th</sup>, of each adjacent contract year, all the necessary equipment including, but not limited to, pushers, blowers, loaders, Melters, support equipment (including Runway X's) and supervisor vehicles. In the less than 2" scenario the Proposer has the option to blow snow to the accumulation areas or into infield areas. Such equipment shall always remain within the Airport boundaries and employed only to accomplish work under this agreement. The Proposer shall be responsible to support and maintain equipment.
- c. All equipment must be designed and operated to minimize the potential damage to pavement, in-pavement lights, and all other airport facilities and equipment. No plows or graders will be permitted to operate on the ramp area with metal bits. The airport may require demonstration of bits being used to verify that they do not damage lights. The cost

of repair to in-pavement lights for damage beyond normal wear and tear shall be deducted from the Proposer's monthly invoice.

- d. Supervisor's vehicles shall be equipped with Proposer supplied radios to communicate with airport operations and field maintenance. These radios will not interface with both the DEN communications network, as well as all other airport communications equipment.
- e. All vehicles and equipment operating on the ramp shall have communications equipment to communicate with Proposer supervisors.
- f. Melters must be mobile, fully self-contained, have the capability of being loaded from both sides, and capable of self-generating water at the start of operations. Melters will be equipped with yellow beacons, high intensity lights and reflective markings clearly visible from all directions.
- g. Proposer shall provide all necessary transportation for movement of supplies, inspection of equipment, and movement of workers to and from the Staging Areas.
- h. Proposer shall furnish all equipment, accessories, materials, and tools necessary to perform the work properly. The Proposer shall provide, maintain, repair, and/or replace all necessary tools and equipment. The Proposer is also required to inspect all work areas and ramp areas cleared to ensure no hazards, equipment, or parts (i.e., Box Metal Shoes) are left behind. At the end of snow clearing operations, Proposer is required to examine all equipment and confirm all parts are accounted for. In the event of a missing part Proposer shall notify the DFM immediately.
- i. Equipment must be properly maintained and operated to ensure effective snow removal. All equipment that becomes inoperable for a period equal to or exceeding one (1) hour will require immediate replacement as to not interfere with airport operations and must be reported to DEN Maintenance Leadership. If inoperability exceeds one (1) hour, penalties will be enforced to include by are not limited to:

<b>Inoperable Equipment Downtime</b>	Deduction per Hour (per Unit)*
0 – 60 minutes	No charge
61 minutes +	\$50 per hour

<sup>\*</sup>Minimum equipment levels must be maintained throughout the snow operation based on the callout. Charges will be incurred for each piece of equipment that is not available during the operational period.

- j. After the approved initial equipment and tool list, the Proposer shall use no equal in capability equipment or tool, in the performance of the work, before obtaining the written approval of the DFM.
- k. Vehicles routinely used in the Movement Area or off vehicle service roads on Taxi Lanes will be equipped with a flashing beacon mounted on the uppermost part of the vehicle. The beacon will be conspicuous from any direction, including from the air.

- 1. The upper limit of beacon intensity will be 400 candelas. The lower limit of beacon intensity will be 40 candelas.
- m. Airfield Service Vehicles (Maintenance, Engineering, Construction, and others) and aircraft service vehicles will use yellow beacons.
- n. Vehicles not properly lit will be escorted by a properly lighted vehicle.

### 10. STAFFING, SUPERVISION AND SHIFTS

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

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

- a. On-site General Manager (GM) to closely oversee snow removal operations. In this capacity the GM and/or OM oversees all aspects of the snow removal and melting operations and will directly work with DEN's Director of Field Maintenance (DFM) to coordinate Proposer's push and pile/snow melting activities prior to, during, and after a snow event.
- b. Tower Supervisor will be stationed in the Ground Control Tower prior to the commencement of snow removal operations to facilitate communication between ground control air traffic controllers and Proposer's supervisors overseeing equipment in the designated ramp areas.
- c. Supervisors will oversee equipment and operators in designated areas of responsibility on the ramp during snow removal operations. These supervisors will communicate with Proposer's equipment operators in their respective areas of responsibility.
- d. Snow Melter crews will operate on the ramps while communicating with the area supervisors to ensure snow is being pushed and piled near the snow melters ensuring efficient melting operations. Snow Melter crews also operate the snow Melter for efficient snow Melter operations. Snow and weather conditions introduce many variables that need to be adjusted while operating the snow Melter(s).

#### 11. TRAINING REQUIREMENTS

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

#### 12. SAFETY

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

# a. <u>Management Leadership and Employee Involvement</u>

Management commits the necessary resources of staff, money, and time to ensure that all persons on the worksite are protected from injury and illness hazards. In addition, management visibly leads in the design, implementation, and continuous improvement of the site's safety and health activities. Specifically, the highest-level of management establishes and reviews annually the site's safety and health policy and ensures that all employees know, understand, and support that policy. All management levels, with input from hourly employees, develop an annual safety and health goal with objectives and action plans to reach that goal. At the end of each year all management levels, with input from hourly employees, evaluate progress in accomplishing the action plans, achieving all objectives, and meeting the annual goal. This evaluation, which also includes an evaluation of the overall safety and health program, results in a written report that includes the next year's goal, objectives, and action plans, including any remaining action needed to accomplish the current year's goal.

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

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

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

- i. Worksite policy
- ii. Current year's goals, objectives, action plans, and program evaluation.
- iii. Job descriptions that include safety and health responsibilities.
- iv. Performance evaluations that include an evaluation of safety and health responsibilities.

- v. Budget showing money allocated to safety and health.
- vi. Orientation outline for all site visitors, including Proposers.

#### b. Worksite Analysis

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

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

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

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

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

Any near miss, first aid incident, or accident is investigated by the trained team selected each year by the owner and an hourly employee. The team consists of two managers or

supervisors and two hourly employees, each of whom has received training in accident investigation. All investigations have as a goal the identification of the root cause of the accident, rather than assigning blame. All accident reports are posted in the lunchroom and are open to comment by any employee. The accident investigation team assigns responsibility to appropriate employees for correcting any hazards found and for assigning a date by which the correction must be completed.

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

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

#### c. <u>Equipment Safety</u>

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

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

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

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

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

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

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

#### d. Hazard Prevention and Control

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

be controlled through administrative procedures, such as more frequent breaks and job rotation.

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

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

- i. Oral warning.
- ii. Written reprimand.
- iii. Three days away from work.
- iv. Dismissal.
- e. Visitors, including Proposers who violate safety and health rules and procedures, will be escorted from the site. Should the disciplined person request a review of the disciplinary action, an ad hoc committee of six people, three managers and three hourly workers, chosen by their respective colleagues, will review the situation and make a recommendation to the owner, who reserves the right for final decision. If his decision differs from the committee, he may, within confidentially strictures, make public his reasons.

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

Persons needing emergency care are transported by company van or community ambulance to the hospital, located away from the site. Usually, that trip can be made in a short period of time. Onsite during all shifts designated persons fully trained in cardiac pulmonary resuscitation (CPR), first aid, and the requirements of OSHA's Bloodborne Pathogen Standard, are the first responders to any emergency. These persons are trained by qualified Red Cross instructors. One of these designated persons' safety and health responsibilities is to ensure that first aid kits are stocked and readily accessible in the marked locations

throughout the plant. Appropriate personal protective equipment (PPE) is provided for the different types of accidents possible at the site. All emergency responders have been offered the Hepatitis B vaccine.

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

The doctor and occupational health nurse, working on contract for the site, examine health surveillance data to discern changes in overall employee health screening results to discern any trends that need to be addressed. Health professionals, appropriately trained and knowledgeable about site hazards, immediately treat employees for occupational health problems and follow each case until the individual can return full-time to all aspects of his assigned job. These professionals ensure that employee medical records are kept confidentially so that diagnosis and treatment are not divulged, but management does have information about the employee under treatment as to:

- i. Ability to perform job tasks.
- ii. Job limitations or accommodations needed.
- iii. Length of time the limitations must be implemented.
- f. 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:

- i. Hazard Communication.
- ii. Confined Space Program.
- iii. Lockout/Tagout Program.
- iv. Hearing Conservation Program.
- v. Bloodborne Pathogens Program.
- vi. Emergency Evacuation Plan.

vii. Required PPE, including respiratory protection.

# g. <u>Drug/Alcohol Policy and Program</u>

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

- i. Show our responsibility and commitment to ensure a safe and healthy workplace for all employees, visitors, and Proposers.
- ii. Ensure that the employees at Proposer Snow Removal Corp can work in an environment free of alcohol and drug use or abuse.
- iii. 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.
- iv. Provide an opportunity to employees with a substance use problem to get well rather than provide grounds to terminate the employment.

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

All individuals working at Proposer Snow Removal Company are expected to report fit for duty for scheduled work and be able to perform assigned duties safely and acceptably without any limitations due to the use or after-effects of alcohol, illicit drugs, non-prescription drugs, or prescribed medications or any other substance.

Off the job and on the job involvements with alcohol or drugs can have adverse effects upon the workplace, the integrity of our work product, the safety of other employees, the wellbeing of our employees' families, and the ability to accomplish the goal of an alcohol and drug free work environment. The Company therefore wants to emphasize that it has zero tolerance for employees who arrive at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by the consumption of alcohol or drugs, or who consume alcohol or drugs on Company property.

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

#### h. Roles and Responsibilities

It is the responsibility of all employees to identify concerns about an individual's immediate ability to perform their job and take appropriate steps. Where necessary, they

will advise a supervisor who will remove any employees who are suspected of breaching this policy from Company premises, pending investigation and a decision on appropriate consequences including potential disciplinary action.

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

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

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

# i. <u>Disciplinary Procedure</u>

The disciplinary procedure will follow a three-step progression:

- i. Warning with 1-week suspension
- ii. Warning with 2 weeks suspension
- iii. Termination

# 13. SECURITY REQUIREMENTS

- a. DEN requires personnel badging and vehicle permitting, administered by the Denver International Airport Security Office. The Proposer shall be required to obtain the proper access authorizations for badges and permits, and the Proposer shall immediately report the presence of unauthorized (un-badged) persons or unauthorized (no permit) vehicles on site to the DFM.
- b. If required, the Proposer shall establish and maintain a secure (fenced) perimeter at its primary operations area to include its field offices, staging and storage areas, and maintenance facilities. The responsibility for security within its operations area shall rest solely with the Proposer. Entrance gates to operations areas shall be equipped with a combination of locks, to include a lock provided by the City for its use in accessing emergency equipment, should that need arise. The location, size and other physical characteristics of the Proposer's operations area must be approved by the City prior to its installation.
- c. Unless specifically required by the Contract Documents and except for the fenced operations area described above, the Proposer shall install no fences or other physical obstructions on or around the project work area without the written approval of the City.
- d. The Proposer shall escort *on a full-time basis* all un-badged Proposers and suppliers requiring access to the restricted areas. All Proposer escorting shall comply with all DEN Security Rules and Regulations. Only those Proposers and suppliers providing materials and/or supplies shall be allowed on site.

### 14. PROPOSER PARTICIPANT MANUAL

- a. The Proposer shall comply with DEN policies and Transportation Security Administration (TSA) regulations.
  - Airport Operations Regulations PART <u>130</u>: <u>OPERATING VEHICLES</u>
    <u>IN THE SECURED AREA</u> and PART <u>30</u>; <u>CONDUCT OF PERSONS</u>
    <u>USING THE AIRPORT</u> shall be followed. These regulations are available from Airport Operations at Denver International Airport.
  - ii. The TSA requires that all operating airports be secured from the public and has the authority to issue citations for violations of these requirements. It is the responsibility of the Airport to ensure all fences and gates are secure.
  - iii. Proposers will always be required to have a supervisor at each work location in the restricted areas.

### b. Access to Restricted Area via Vehicles

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

### 15. SUBMITTAL FOR BADGES

### a. <u>Airport identification badges and driver authorization permits</u>

Proposer shall not be issued prior to Notice to Proceed. The Proposer may, at his own risk, submit the required information to DEN Airport Security prior to Notice to Proceed to expedite the badging and permitting process.

### b. By submitting information for personnel badge

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

## c. <u>Airport ID Badges are obtained as follows:</u>

- i. The Proposer shall designate an Authorizing Agent who is a full-time employee of the Proposer and who shall be authorized to sign for the Proposer on employee applications for badges.
- ii. The Proposer shall meet with the DFM to review the procedures and required access points at DEN. The Proposer and the DFM shall visit the site to verify the access points. Access points shall be listed and submitted by the Proposer to the DFM for review and comment prior to Proposer's application for badging.
- iii. The Proposer's Authorizing Agent shall schedule a Participant Meeting with the DEN Airport Security Office to review DEN security procedures. A second meeting will be scheduled for the Authorizing Agent to learn how to successfully complete the required forms for employee badges and vehicle permits.
- iv. 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).
- v. 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.
- vi. When notified by Airport Security that the Criminal History Records Check is completed and cleared, the Proposer shall call to schedule an appointment

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

- vii. All employees will see an interactive security film and must pass a test when they come in for their Airport ID badge appointment. All employees driving on the airfield must also view an interactive driving film and take a second test, in addition to receiving airfield driver familiarization training by the Proposer's driver trainer, before being allowed to drive on the airfield. Driver familiarization training must be completed within 10 days of receiving the badge.
- viii. The Proposer is advised that there is a deposit due for each Airport ID badge issued in addition to the badge fee. The deposit is refundable but not transferable.
- ix. The Airport ID badges must be returned to the Airport Security Office prior to final payment. All Airport ID badges are issued with the expiration date of the project on the badge. Proposers shall notify the DFM as soon as possible but, in no case, less than four weeks in advance of any requirement to extend the duration of badge validations.

### 16. VEHICLE AND EQUIPMENT PERMITTING

### a. Proposer shall comply with the Airport Security Plan

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

## b. <u>Proposers performing work in or through restricted areas</u>

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

- i. Airport Operations Regulations PART 130: OPERATING VEHICLES IN THE SECURED AREA and PART 30 CONDUCT OF PERSONS USING THE AIRPORT shall be followed. These regulations are available from Airport Operations at Denver International Airport.
- ii. Once admitted into the restricted area, the Proposer shall proceed directly to the Work location by way of a route assigned by Airport Security. At no time shall a Proposer or any of its personnel enter onto a taxiway, runway,

- or ramp without proper clearance from the Airport Operations Manager or Assistant Airport Operations Manager.
- iii. Proposers or individuals violating these requirements for driving in the restricted area may be subject to fines, suspension, or permanent revocation of the Airport ID badge and driver authorization.

## c. <u>Vehicle Permitting</u>

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

## 17. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The Proposer, in conducting any activity on DEN property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental

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

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

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

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

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

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

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

Prior to operating the snow melters at DEN, the Proposer must provide to DEN, for review and approval, a description of the following:

- i. Procedures and frequency for inspections of the storage units and all ancillary equipment.
- ii. Procedures for periodic integrity and leak testing.
- iii. Spill response procedure including notification procedures and initial cleanup procedures.
- iv. Spill response equipment that will be onsite during the snow season along with a description of location.
- v. Evidence that all personnel associated with the operation and fueling of the units have been trained in spill response and notification procedures.
- vi. Evidence that all personnel have been trained in stormwater management as required by DEN's industrial stormwater permit.

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

### a. General Spill Instructions

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

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

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

## b. Spill Response Team

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

### c. <u>Spill Notification Procedures</u>

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 reportable spills need to be reported to DEN's Maintenance Control Center at 303-342-2800.

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

### d. Training

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

### 18. EXTRA WORK

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

### 19. ADDITIONAL AREAS OF RESPONSIBILITY

Beginning with the 2024-2025 Snow Season additional service areas will include the deice pads, and the Inner and Outer Vehicle Service Roads (VSR's). The Contractor will furnish all supervision, labor, equipment, and all things required for providing full snow removal services (pushing, piling, brooming, blowing and physical removal of snow via melting or other means, as directed), as more fully set forth herein, the services shall be available twenty four (24) hours a day, seven (7) days a week including all holidays at Denver International Airport ("DEN"), as specified herein, for each Snow Season. Snow Season is defined as October 1<sup>st</sup> to April 30<sup>th</sup>. This scope of work outlines the responsibilities and requirements for snow removal services at DEN to ensure the safety and efficiency of airport operations during winter weather conditions.

DEN will deploy the Contractor for all Cautionary, Level A, Level B, and Emergency Snow Events for all of the specifically listed areas: Deice Pads, Gate Areas, RON spots and Vehicle Service Roads areas (as listed in Section 1 below), which were added to the scope of work to this contract, thus resulting in the contract amendment.

Regular reporting on snow removal activities and conditions must be provided to DEN Maintenance Leadership. Snow removal operations must comply with all relevant safety and environmental regulations.

### 1. <u>Deice Pads and all ramp areas:</u>

- A Deice pad (A PAD)
- B Deice pad (B PAD)
- C Deice pad (C PAD)
- J Deice pad (J PAD)
- DS East Deice pad (DS EAST PAD)
- DS West Deice pad (DS WEST PAD)
- WA Deice pad (WA Pad)
- SC Deice pad (SC Pad)
- E Deice pad (E Pad)
- Taxiways J, K, H

### a. <u>Performance standards</u>

The contractor will provide comprehensive snow removal services to ensure safe and efficient operations on deice pads and ramp areas at DEN during winter weather conditions. Snow removal services must be promptly initiated upon the request of DEN. The contractor supervisor will need to be in constant contact with DEN Maintenance Leadership to ensure snow removal operations are working in areas prioritized by airlines. All designated areas must be cleared within times specified during snow events to maintain airport operations.

Special precautions should be taken to safely and effectively clean deice pads and ramp areas in and around taxiing aircraft without disrupting aircraft operations.

### b. Snow removal procedures

Snow shall be continuously removed from the designated areas during snowstorms. Deicing spots must be broomed to ensure visibility of painted lines, safety zones, and ID Boxes. Snow accumulation around islands and in all areas shall be plowed, and accumulations blown off into center islands and are not to exceed over the lights with special precautions to not impede airfield lights or signage. Snow accumulation along VSR's from airline gate snow removal operations is to be continually cleared and snow blown out onto ramp to allow safe operation of aircraft. All windrows must be immediately removed.

c. <u>Any lights or signs damaged will be the responsibility of the contractor to</u> repair/replace.

In the event that damages should occur to any lighting or signage on the Airfield, a report needs to be submitted to DEN Maintenance Leadership before the close of business day operations. Subsequent damages will be accessed and the financial responsibility for the repairs will be allocated to the applicable party.

### d. Minimum Equipment Requirements

Contractor will utilize seven (7) 22 ft plows mounted on large trucks, one (1) runway snow blower, two (2) runway brooms, one (1) supervisor truck. The contractor can provide options of equipment that can be as efficient. Any substitutions must receive prior approval from DEN Maintenance Leadership.

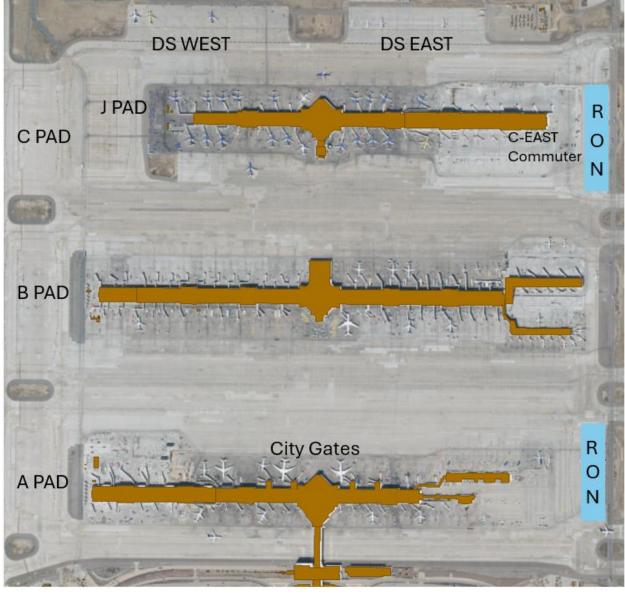
When directed by DEN Maintenance Leadership for full deployment the minimum equipment requirements - Contractor will utilize ten (10) 22 ft plows mounted on large trucks, two (2) runway snow blowers, six (6) runway brooms, two (2) supervisor trucks.

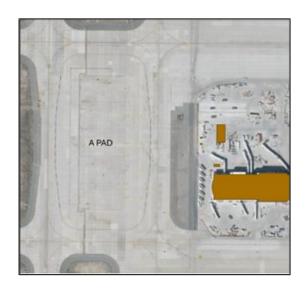
Equipment must be properly maintained and operated to ensure effective snow removal. All equipment that becomes inoperable for a period equal to or exceeding one (1) hour will require immediate replacement as to not interfere with airport operations and must be reported to DEN Maintenance Leadership. If inoperability exceeds one (1) hour, penalties will be enforced to include by are not limited to:

<b>Inoperable Equipment Downtime</b>	Deduction per Hour (per Unit)*		
0 – 60 minutes	No charge		
61 minutes +	\$50 per hour		

<sup>\*</sup>Minimum equipment levels must be maintained throughout the snow operation based on the callout. Charges will be incurred for each piece of equipment that is not available during the operational period.



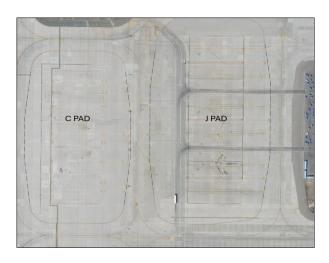




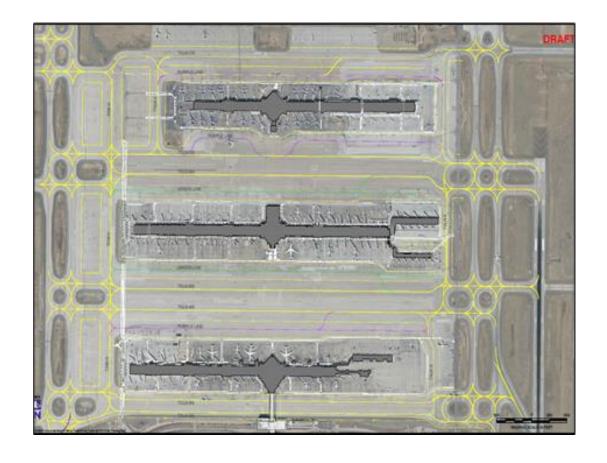


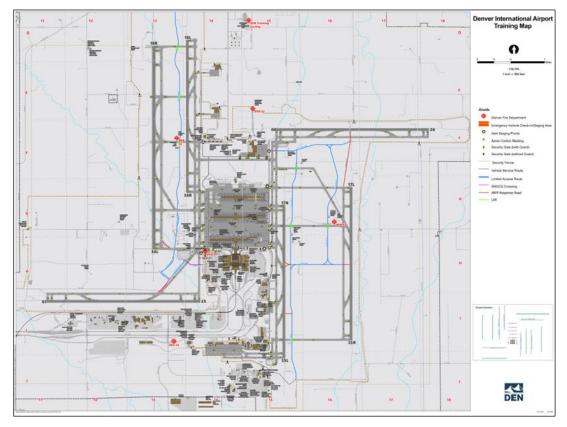












### e. <u>Inner & Outer Vehicle Services Roads (VSRs)</u>

- i. CITY OPERATED GATES A33 A47
- ii. Commuter gate area located east of C concourse (C EAST COMMUTER AREA)
- iii. All inner and outer VSRs
- iv. Vandriver Street from Firehouse 2 to South Cargo
- v. Oakhill Street from Gate 1 to East 96<sup>th</sup> Avenue
- vi. 96<sup>th</sup> Avenue from Vandriver to Sprung Building
- vii. Road to AGTS lot
- viii. RON Spots are located East of A Concourse and East of C Concourse

## f. Performance standards

The contractor will provide comprehensive snow removal services to ensure safe and efficient operations on all Inner & Outer VSRs at DEN during winter weather conditions. Snow removal services must be promptly initiated upon request of DEN. All designated areas must be cleared within specified timeframes to maintain airport operations.

Regular reporting on snow removal activities and conditions must be provided to DEN Maintenance leadership. Snow removal operations must comply with all relevant safety and environmental regulations.

## g. <u>Snow Removal procedures</u>

Snow shall be continuously removed from the designated areas during snowstorms. Gates must be maintained to ensure visibility of painted lines. Snow accumulation around equipment and under jet bridges shall be removed during storms and fully cleared immediately following the storm. Gate areas shall be cleaned prior to aircraft arrivals. Application of winter product will be used at the discretion of DEN Maint leadership.

Roadways must be kept clear and passable for all ground transportation. Special attention will be given to ensuring proper traction at all stop signs, the concrete area on Vandriver south of AA intersection, and on Vandriver 1,000 feet before South Cargo.

# h. Any lights or signs damaged will be the responsibility of the contractor to repair/replace.

In the event that damages should occur to any lighting or signage on the Airfield, a report needs to be submitted to DEN Maintenance Leadership before the close of business day operations. Subsequent damages will be accessed and the financial responsibility for the repairs will be allocated to the applicable party.

## i. Minimum Equipment Requirements

Contractor will utilize three (3) runway brooms, one (1) sander/plow truck, two (2) chemical/plow trucks, one (1) skid-steer with box plow. The contractor can provide options of equipment that can be as efficient. Any substitutions must receive prior approval from DEN Maintenance Leadership.

When directed by DEN Maintenance Leadership for full deployment the minimum equipment requirements - Contractor will utilize three (3) runway brooms, two (2) sander/plow trucks, two (2) chemical/plow trucks, two (2) skid-steer with box plows, two (2) loader – with box plows, and one (1) supervisor truck.

Equipment must be properly maintained and operated to ensure effective snow removal. All equipment that becomes inoperable for a period equal to or exceeding one (1) hour will require immediate replacement as to not interfere with airport operations and must be reported to DEN Maintenance Leadership. If inoperability exceeds one (1) hour, penalties will be enforced to include by are not limited to:

Inoperable Equipment Downtime	Deduction per Hour (per Unit)*		
0 – 60 minutes	No charge		
61 minutes +	\$50 per hour		

\* Minimum equipment levels must be maintained throughout the snow operation based on the callout. Charges will be incurred for each piece of equipment that is not available during the operational period.







## Main Ramp/Apron and Breakdown

The Main Ramp/Apron is one of the largest areas of pavement that make up the Non-Movement Area. This area is further broken down to:

- VSRs.....
- Gate/Leasehold Areas.....
- Non-Movement Taxilanes.....
  - Aircraft Support Zones....
    - De-ice
    - RON Pads
    - Pushback Area



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## 20. TRAINING REQUIREMENTS

Anglin Civil is required to maintain all training records and they must be available upon request. All training records must be current and include the training type and the date completed for all employees accessing DEN's Airfield.

### a. <u>DEN Field Training</u>

- i. The Contractor must understand the mission and what needs to be accomplished.
- ii. The Contractor will be trained by DEN staff on Airfield Movement routes.
- iii. Airfield Movement Area training will be added to the dry run training in October.

### b. Non-Movement Area Driving

- i. Yearly Non-Movement Area computer-based training (CBT) taken at Airport Security.
- ii. On the job training conducted by a designated trainer that has completed DEN's non-movement training program conducted by the Driver Training team.

## c. Movement Area Driving

- i. A minimum of three (3) Anglin Civil employees are required to have the Movement Area driving badge endorsement. In order to perform the contract obligations, Movement Areas drivers need to have one (1) for the day shift, one (1) for the night shift, and one (1) backup driver.
- ii. Movement Area CBT taken January and June of each year. For non-CCD employees, a training link will be provided.
- iii. Driver demonstration in movement area with DEN Driver Training needs to be completed annually.
- iv. Computer Based Training (CBT) Part 139 training must be current.
- v. Radio verbiage/etiquette training must also be completed.

## d. <u>Equipment Requirements</u>

- i. Lead vehicles in the Movement Area must have Tower (VHF) radios.
- ii. All snow equipment used for the De-ice routes must have radios.

#### AMENDED EXHIBIT B – PRICING

### **B. 1 PRICING**

In all subsequent Snow Seasons the price will be adjusted to reflect an increase or decrease, if any, equal to the percentage change in the cost of purchasing as evidenced by the Consumer Price Index (CPI) Denver-Aurora-Lakewood Area for All Urban Consumers (CPI-U) as maintained by the United States Department of Labor, Bureau of Labor Statistics, or it successor using as a base period, June 2022. Thereafter, the month of June immediately preceding each ensuing snow season shall serve as the comparative period. If the United States Bureau of Labor Statistics shall discontinue the issuance of the Index, then the Index changes shall be calculated based on changes in the most comparable and recognized cost-of-living index then issued and available which is published by the United States Government. The Normal Pricing Model shall be adjusted using the CPI beginning with the 2024/2025 season. Under no circumstances shall the Seasonal Fee increase by more than 5% at each anniversary of the Effective Date of the Agreement

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

			2024/2025
Pricing Structure		Snow Season*	
Seasonal Fee	Equipment/Staffing etc	\$	51,300.00
Partial Deployment	Per hour	\$	42,086.52
Full Deployment - First 30 inches or 140 hours	Base Monthly Amount	\$	1,284,552.00
Full Deployment - First 31 inches to 40 inches	In Addition to Base Monthly Amount	\$	299,756.16
Full Deployment - First 41 inches to 50 inches	In Addition to Base Monthly Amount	\$	254,792.74
Full Deployment - Over 51 inches	In Addition to Base Monthly Amount	\$	213,408.00
Equipment Hourly Rate	Time & materials	\$	64,995.05
* 2024/2025 Snow Season reflects CPI Increase 2.6%			

### **Due Dates for Pricing Updates:**

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

If the 1<sup>st</sup> 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 1<sup>st</sup>, pricing will remain unchanged for the following year. However, if the calculation shows a reduction in costs, the City may unilaterally adjust the pricing to reflect a decrease in costs.

## b. Partial Deployment Plan Pricing

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

## c. Full Deployment Plan Pricing

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

iv Price for each additional inch of Full Deployment snow removal services over 51 inches = Price per inch/month

### d. Schedule of Unit Prices for Extra Work

As stated in Scope of Work, Number 18. Extra Work, when required at any hour, 24 hours a day, 7 days per week. Price to include all the operating costs of the equipment quoted. All operations and fuel must be included in the hourly pricing.

### All prices are per hour

Item Number	Description	Unit Price
2A	30' blade and mover	\$400
2B	3 cubic yard loader	\$265
2C	5 cubic yard loader	\$300
2D	8 cubic yard loader	\$525
2E	Single or randem axle dump truck w/plow	\$195
2F	One-ton dump truck w/plow	\$205
2G	Jeep or pickup with 7' plow	\$175
2H	Bobcare with blade, bucket, or broom	\$165
21	Small melter setup	\$3,600
<b>2</b> J	3000 tph Blower	\$450
2K	Runway X's	\$100
2L	Hour rate for additional large melter setup	\$5,950
2M	Mechanic and service truck	\$175
2N	Supervision	\$175

# **B.2 PRICING (ADDITIONAL AREAS OF RESPONSIBILITY SECTION 19 Scope of Work)**

DEN will deploy the Contractor for all Cautionary, Level A, Level B, and Emergency Snow Events for all of the specifically listed areas: Deice Pads, Gate Areas, RON spots and Vehicle Service Roads areas, which were added to the Scope of Work of this contract, thus resulting in the contract amendment.

## a. Hourly Cost

Equipment	Hourly Rate
Plow Truck	\$395.00
Blower	\$450.00
Broom	\$570.00
Supervisor	\$175.00
Chem Plow Truck	\$375.00
Sander Plow Truck	\$315.00
Loader - Box Plow	\$400.00
Skid Steer Box Plow	\$305.00

## b. As of 8/1/2024 Minimum per hour shift operator and equipment expectation

Minimum Call-Out Levels				
	Equipment	Operators	Cost	per hour
Decice Pads	Plow Truck (Angle Blades)	7	\$	2,765
	Blower	1	\$	450
	Broom	2	\$	1,140
	Supervisor	1	\$	175
	Chem Plow Truck	2	\$	750
Cata Arasa	Sander Plow Truck	1	\$	315
Gate Areas, RON spots and VSR's	Runway Broom	3	\$	1,710
	Loader - box plow	0	\$	-
	Skid Steer box plow	1	\$	305
	Supervisor	0	\$	-
		18	\$	7,610

# c. As of 8/1/2024 Maximum per hour shift operator and equipment expectation

Maximum Call-Out Levels				
	Equipment	Operators	Cost per hour	
	Plow Truck (Angle Blades)	10	\$	3,950
Decice Pads	Blower	2	\$	900
	Broom	6	\$	3,420
	Supervisor	2	\$	350
Gate Areas, RON spots and VSR's	Chem Plow Truck	2	\$	750
	Sander Plow Truck	2	\$	630
	Runway Broom	3	\$	1,710
	Loader - box plow	2	\$	800
	Skid Steer box plow	2	\$	610
	Supervisor	1	\$	175
		32	\$	13,295