

Project Name: A-Line Stations Snow Removal Services

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1. DESCRIPTION OF WORK – GENERAL

Except as otherwise expressly provided herein, Contractor shall supply all adequate and competent labor, supervision, tools, equipment, consumable materials, services, and warehousing and each and every item of expense necessary for the supply, application, handling, hauling, unloading and receiving and quality of the work of A-Line Stations Snow Removal hereinafter called the Work.

2. SPECIFICATIONS, DRAWINGS, ATTACHMENTS AND EXHIBITS

All Work shall be performed in strict accordance with the following described specifications, drawings and other documents, which by this reference are made a part hereof.

2.1. Attachments

- 2.1.1. Attachment A – DTO System Safety Program Plan
- 2.1.2. Attachment B – DTO General Safety Instructions
- 2.1.3. Attachment C – Contract Daily Log
- 2.1.4. Attachment 15 – RTD Specified Requirements

2.2. Exhibits

- 2.2.1. Exhibit A – Denver Union Station Layout
- 2.2.2. Exhibit B – Denver Union Station Snow Removal Level Of Effort
- 2.2.3. Exhibit C – 38th and Blake Station Layout
- 2.2.4. Exhibit D – 38th And Blake Station Snow Removal Level Of Effort
- 2.2.5. Exhibit E – 40th and Colorado Station Layout
- 2.2.6. Exhibit F – 40th and Colorado Station Snow Removal Level Of Effort
- 2.2.7. Exhibit G – Central Park Station Layout
- 2.2.8. Exhibit H – Central Park Station Snow Removal Level Of Effort
- 2.2.9. Exhibit I – Peoria Station Layout
- 2.2.10. Exhibit J – Peoria Station Snow Removal Level Of Effort
- 2.2.11. Exhibit K - 40th and Airport Station Layout
- 2.2.12. Exhibit L - 40th and Airport Station Snow Removal Level Of Effort
- 2.2.13. Exhibit M - 61st and Peña Station Layout
- 2.2.14. Exhibit N - DIA Station Layout
- 2.2.15. Exhibit O - 61st and Peña and DIA Stations Snow Removal Level Of Effort
- 2.2.16. Exhibit P - Commuter Rail Maintenance Facility (CRMF) Layout
- 2.2.17. Exhibit Q - CRMF Snow Removal Level Of Effort
- 2.2.18. Exhibit R - A-Line Crossings

3. DESCRIPTION OF WORK – SPECIFIC

The Work described in Articles 1.0 and 2.0 of this Part I shall include, but not be limited to, the following:

- 3.1. Snow Removal Services - Provide snow removal services in the following stations:

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- 3.1.1. Denver Union Station – All platforms and adjacent areas as indicated in Exhibit A.
- 3.1.2. 38th and Blake, 40th and Colorado, 40th and Airport Stations – Platforms, walkways, plazas and parking lots as indicated in Exhibits C, E and K.
- 3.1.3. Peoria Station – Both platforms, Light Rail and Commuter Rail trains, walkways, plazas and parking lots as indicated in Exhibit I.
- 3.1.4. Central Park Station – Platforms and Walkways as indicated on Exhibit G.
- 3.1.5. 61st and Peña Station – Platforms as indicated in Exhibit M.
- 3.1.6. Denver International Airport (DIA) Station – Emergency rescue area as indicated in Exhibit N.
- 3.1.7. Commuter Rail Maintenance Facilities (CRMF) – Parking, sidewalks and yard area as indicated in Exhibit P.
- 3.1.8. A-Line Crossings – areas named below:
 - 3.1.8.1. York Street Crossing (at 40th Ave)
 - 3.1.8.2. Clayton Street Crossing (between 42nd Ave and 43rd Ave)
 - 3.1.8.3. Steele Street Crossing (between 42nd Ave and 43rd Ave)
 - 3.1.8.4. Dahlia Street Crossing (at Smith Rd)
 - 3.1.8.5. Holly Street Crossing (at Smith Rd)
 - 3.1.8.6. Monaco Street Crossing (at Smith Rd)
 - 3.1.8.7. South Bound Quebec Street Crossing
 - 3.1.8.8. North Bound Quebec Street Crossing
 - 3.1.8.9. Ulster Street Crossing (at Smith Rd)
 - 3.1.8.10. Havana Street Crossing (at Smith Rd)
 - 3.1.8.11. Sable Street Crossing (at Smith Rd)
 - 3.1.8.12. Chambers Street Crossing (at Smith Rd)

3.2. Standard for Specific Scope

3.2.1. Introduction

This provides a description of the plan for deployment of the Contractor resources during a snow and/or ice event. This plan is deemed necessary for the safety, convenience and mobility of Eagle Project patrons, the Company and RTD employees at the stations.

3.2.2. Goal Objective Time

The goal of this risk management plan is to ensure efficient, timely, and effective management of snow and ice conditions. The objective of snow and ice management is to improve pedestrian and vehicular traction and remove obstacles and hazards that impede the movement of pedestrians and vehicles while minimizing impact to landscape and air and water quality.

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3.2.3. Centralized Management: Snow Captain

The Contractor shall designate a Snow Captain for the performance period of the contract, who has overall reasonable management control of all resources during a snow event and shall serve as the single point of contact immediately, prior to and during a snow event. The Snow Captain is responsible for monitoring weather conditions, managing communication, directing forces, monitoring progress, adjusting priorities if warranted, and reporting conditions to the Company as directed in Section G Article III. The area that is subject to the snow event must be clean and ready to be accessed in a safe manner, free of ice buildup and accumulation (once the storm has ceased). If the snow event is in progress, the Snow Captain and the Company will manage the snow removal and make decisions on how to handle the snow event properly.

3.2.4. Priorities

Subject to the necessary application of reasonable judgment given the actual circumstances, snow and ice management shall adhere to the following priorities:

3.2.4.1. First: Pedestrian walkways and stairs that allow access to and from the passenger train platforms.

3.2.4.1.1. Walkways in front of Ticket Vending Machines and Elevators

3.2.4.2. Second: all remaining pedestrian walkways, parking lots and plaza areas within the station.

3.2.4.3. These areas are all defined in the Exhibits that supplement this contract.

3.2.5. Basic Procedures For Snow Events

3.2.5.1. A snow event is the accumulation of snow and/or ice sufficient to reduce traction and to create hazards for pedestrian and/or vehicular movements. Several types of situations are foreseeable, each of which calls for a different response on the part of the Contractor.

3.2.5.2. Inevitably, however, judgment must be applied to each situation to determine the most effective response. Deployment shall occur with enough lead time, in no case in excess of 2 hours, to maintain safe pedestrian and vehicular conditions.

3.2.5.3. If the Company determines that the safety is compromised, due to ice or snow conditions, it reserves the rights to remove snow or treat ice as required using Company personnel.

3.2.5.4. Service shall commence at no more than one-quarter (1/4) inch accumulation on walks and/or one (1) inch accumulation on parking and driveway lanes, access & maintenance roads or if icy conditions exist. Contractor will need to maintain the walks and on parking and driveway lanes, access & maintenance roads during the snow event keeping free of ice and snow safeguarding the traveling public. The duration of

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a snow event starts as stated above and ends twenty-four (24) hours after the snow ceases to fall on the premises.

- 3.2.5.4.1. Snow Storage: During periods of heavy snow accumulation, the storage of plowed snow may substantially constrain vehicle movements and reduce available parking.

Procedure: The Company shall designate additional snow storage areas that minimize impact on traffic, parking, landscape, and air and water quality.

- 3.2.5.4.2. Follow-up Event: The freeze/thaw cycle often results in isolated ice conditions along pedestrian routes. This event will be referred as "Ice Watch" on all communications and reports and could last up to 24 hours as directed by the Company.

Procedure: Contractor shall monitor such conditions and act as directed by the Company in order to avoid pedestrian hazards.

- 3.2.5.4.3. Snow Hauling: If conditions warrant that snow needs to be hauled offsite, the Contractor shall do so with written approval from the Company prior to the start of hauling.

- 3.2.5.4.4. Lookout Personnel: At the Westminster Station platform overhang (directly above the tunnel) contractor will be required to safeguard the traveling public entering and exiting the tunnel area as well as the stairs while snow removal efforts are in progress, to prevent injuries due to snow falling off of the platform. At Peoria Light Rail side of the station in the pedestrian crossing section Contractor will be required to safeguard their personnel while snow removal efforts are being performed. On both instances the contractor will use a regular shoveler to lookout at no additional cost.

- 3.2.5.4.5. Lead: Contractor will have one of their employees as a lead of their group. The Contractor will comply as requested in the Lever of Effort sheets. The contractor will use a regular shoveler for this at no additional cost.

- 3.2.5.4.6. Denver Union Station: Company will provide Contractor with a map designating areas to be cordoned from public access using Contractor provided barriers. In areas directly adjacent to Amtrak distribution power box use manual methods of snow removal as necessary. This areas will be demarked in the Exhibit

- 3.2.5.4.7. Pedestrian Crossings at Stations: Contractor will only use shovels, no ice melt or any other product will be used on these areas.

- 3.2.5.4.8. Grade Crossings: Contractor will use a pickup truck with a working driver and one additional shoveler. Company will provide an EIC (Employee In Charge) that will ride the vehicle with the Contractor. Contractor will only use shovels, no ice melt or any other product will be used on these areas.

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3.2.6. Level Of Effort

- 3.2.6.1. White Level – In this level the Company discusses the event with the Snow Captain and the Company decides the level of effort that will be deployed. The Company, at its discretion, can increase or decrease the personnel to be deployed without going to the next level.
- 3.2.6.2. Ice Level – This level is define in Attachment. Contractor must deploy the amount of resources dictated in the table per station.
- 3.2.6.3. Yellow Level - This level is define in Attachment. Contractor must deploy the amount of resources dictated in the table per station.
- 3.2.6.4. Red Level - This level is define in Attachment. Contractor must deploy the amount of resources dictated in the table per station.

3.2.7. Best Management Practices (BMP)

Snow and ice management comprises physical removal and chemical treatment. These processes can have significant impact on landscape, soils, and air and water quality. In order to minimize adverse impacts to patrons, employees, and the environment, Contractor will adapt best management practices from Urban Storm Drainage Criteria Manual, Volume 3, Best Management Practices, Chapter 5, and Section 10 (UDFCD 2010).

- 3.2.7.1. Snow and Ice Melt Mixtures - Contractor will use magnesium chloride pellets meeting the following requirements:

Chemical Magnesium Chloride	Percent Present 46.0 – 47.0 %
Calcium Chloride	2.0 – 3.0 %
Potassium Chloride	0.5 – 1.0 %
Sodium Chloride	0.5 – 1.0 %
Sulfates	Not Specified
Bulk Density	53.00 – 59.00 lbs./cu.ft.
Freezing Point	-15o F (solution)

The Contractor can propose an alternate product that meets the same standards as the one set forth above and it will be considered by the Company but it cannot be used until approved in writing by the Company. A responsible Winter Maintenance Program is recommended for Public safety and to minimize the potential damage to the concrete pavement. The effect of deicers can have a negative impact on concrete

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pavements, because of high cement hydration, on aggregate compositions and reinforcing steel. The chemical composition of treatments will be carefully selected and evaluated during every event. Should damage occur, Contractor will assume full responsibility if the damage was caused by the selected chemical usage.

3.2.7.2. Compliance with EPA Clean Air Standards - The Company's commitment to annual PM-10 reduction and compliance with EPA Clean Air Standards requires that magnesium chloride be applied on the street by means of an approved de-icing distributor. The objective is to reduce the amount of particulates in the air during the winter months while providing adequate snow/ice management.

3.2.7.3. Application of Melting Agent. In all areas where snow compaction and/or freezing conditions have occurred or are likely to occur, the Contractor shall apply a melting agent using a handheld or vehicle-mounted commercially available broadcast mechanical spreader (such as, Drop Spreader or a hand-held or similar type spreader) appropriately sized for the surface to which the agent is being applied and calibrated to discharge the agent appropriately. Melting agents will not be over-applied. At no point spreading will be applied by hand.

3.2.7.4. Plowing and Storage. Plowing speeds will be reduced where practicable to avoid exposure to deicing chemicals. Snow storage areas will be designated and revised as necessary to direct runoff into storm water detention ponds or filter through the ground.

If the Contractor wishes to deviate from the above Best Management Practices for Snow Events, the Contractor must submit the requested deviation to the Company in writing with the suggested method, full description, reasoning why the change is requested and any cost decreases/increases that may be associated with this change. Written approval must be granted by the Company for the Contractor proceed with the change.

3.2.8. Communication & Reporting

Communication is essential before, during and after the deployment of snow and ice management resources. This plan makes use of the following information sources of modes and communication:

3.2.8.1. Monitoring Weather Conditions: Company will monitor weather conditions working with the Snow Captain to coordinate the best information available for consensus of the decision-making process.

3.2.8.2. Dispatch: The Snow Captain working with Company serves as a central point through which deployment and re-deployment can be accomplished.

3.2.8.3. Periodic Reporting: Cell phones with voice/data and/or e-mail using Company approved application (i.e. Free Application GroupMe) will provide a means by which periodic reports can be provided to the Company.

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3.2.8.4. For each snow event, daily reports are required providing the following details at a minimum: date/time stamp; air temperature; ground temperature; accumulation; hours worked and assignment performed by each employee including Snow Captain and others; equipment utilized, and data sheets for materials used. All rates for labor, equipment, material and any other associated costs must be approved by the Company in writing prior to any work being performed. The Contractor shall fill out the Contract Daily Log in Attachment C and submit it to the Company within 24 hours after the end of a snow event.

In the event the designated Snow Captain will not be available should an event arise, a qualified and previously approved by the Company, Alternate Snow Captain must be designated. The Company must be notified immediately with the contact information for the designated Alternate Snow Captain.

3.2.9. Facility Resources And Responsibilities

A pre-established set of responsibilities and resources shall be developed, including emergency notification and call-out lists of all personnel and contractors involved in snow and ice management. This shall include resources established for each location requiring management, and descriptions of the properties and elements to be managed, including ADA ramps, walkways, stairs, plaza, transit lanes, driveways lanes, access/maintenance roads, parking areas, shelters, and sidewalks.

4. MATERIAL, EQUIPMENT AND CONSUMABLES FURNISHED BY CONTRACTOR

4.1. Miscellaneous Items

4.1.1. Contractor is responsible for all small tools

4.1.2. Contractor is responsible for all standard expendable or consumable supplies.

4.1.3. Contractor shall supply all cleaning detergents, solvents, chemicals, etc. MSDS is to be provided for approval for each detergent, solvent, chemical, etc. prior to bringing on RTDC property.

4.1.4. Transportation facilities on and off site. Only Contractor's company vehicles, as approved by Company, will be allowed on the Work Site. Personnel vehicles may be in Company designated parking areas when made available. Otherwise personal vehicles must be kept off site.

4.1.5. Contractor is responsible for all first aid facilities.

4.1.6. Contractor shall provide their personnel with DTO required PPE and any other PPE necessary to protect their personnel from the hazards of performing their duties.

4.1.6.1. Green Safety Vest with an X on the back.

4.1.6.2. Eye protection (when required in the SDS of a product)

4.1.6.3. Gloves

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- 4.1.6.4. Safety boots.
- 4.1.6.5. Long pants

5. PERFORMANCE SCHEDULE AND SEQUENCE OF WORK

Contractor shall commence performance of the work and shall complete the work in accordance with the dates set forth in article 5.0 of the contract signature document.

- 5.1. General scheduling, reporting and coordination requirements shall be described in Part III, General Terms.

5.1.1. Specific scheduling and coordination requirements may include, but not necessarily be limited to the following:

- 5.1.1.1. Mobilization time for manpower and equipment
- 5.1.1.2. Material deliveries to Work Site
- 5.1.1.3. Start and completion of different segments of Work (early and late starts)
- 5.1.1.4. Any qualifying conditions of Company or Owner
- 5.1.1.5. Other as necessary

5.1.2. Work site availability will be as approved by company. Work hours and days will be as required to meet schedule requirements. There will be no reimbursement for overtime.

6. REPORTING REQUIREMENTS AND COORDINATION MEETINGS

Contractor shall promptly submit the schedules and reports set forth in Attachment C and in addition, those reports as requested by Company pursuant to the Article entitled "Scheduling, Reporting and Coordination" set forth in Part III - General Terms.

6.1. Other Meetings

Contractor participation in certain additional activities shall also be required. These activities shall include, but not be limited to:

6.1.1. Indoctrination and orientation of all Contractor's employees prior to commencing Work at the Work Site. (This includes the entire labor force and all new hires). All employees must take, pass and have a current certification card for Denver Transit's On-Track Safety Training class. Course material is located at www.railroaeducation.com. There is a \$25.00 fee per employee at Contractor's cost.

6.1.2. Contractor will need to undergo the RTD Safety training for the Light Rail side of the Peoria Station. Company will be available to perform the training at Contractor's facility. This training is renewable on a yearly basis but the renewal process is online. As a result of the training each Contractor's personnel will receive an OTST Card that needs to be carried at all times while performing any task at Peoria Station.

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6.1.3. Daily safety briefing organized and conducted by Contractor and attended by all of Contractor's craft employees. Contractor shall be responsible for arranging and conducting these meetings with its craft employees. The meetings will last approximately ten to fifteen (10 to 15) minutes (per day) per station. Sign in sheet and form stating safety topics covered will be turned with the daily report. Failure to comply with this will result in a penalty of \$50.00 per missing sign in sheet.

6.2. Additional Reporting Requirements

6.2.1. Contractor is required to submit a Daily Report each day work is performed on site. The Daily Report should include the Supervisor name as well as the crew members name that work in each station.

6.2.2. Daily Reports will be submitted every Monday morning via email for the previous seven (7) days. This report needs to include the safety briefing reports.

6.2.3. Failure to comply with this will result in a penalty of \$50.00 per missing Daily Report per station per day.

6.2.4. An Incident Report is required from the Contractor in writing as indicated on Part III General Terms Article 6.2. Failure to comply will result in a penalty as described in Part II Commercial Terms Article 9.1.

7. DATA REQUIREMENTS

7.1. Company will issue specifications, drawings and other documents as set forth in Attachment 15, Administrative Procedure.

7.2. Contractor shall submit the following data to Company:

7.2.1. All necessary quality control documentation as Work is completed.

7.2.2. At completion of Work, a complete report of all work.

7.3. Contractor's performance of its obligations hereunder shall not be deemed complete until Company is in receipt, on proper forms, of all technical data, as-built drawings, and other documents to be submitted to Company as part of Contractor's scope of work. Failure of Contractor to comply with the above data requirements will entitle Company to withhold any progress payment, or final payment, pending Company's receipt of all the above data without prejudice to any other remedy of Company.

7.4. Contractor shall show the Company Contract number and identifying item numbers, if applicable, on all data submitted pursuant to this Article 8.0.

8. CLEAN-UP, SAFETY, WORK RULES AND REGULATIONS

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- 8.1. Contractor shall perform the Work in a safe manner and keep the Work Site in a clean condition and shall comply with all Work rules and regulations set forth in Attachment B, Construction Safety and Security Plan Early Works for the Eagle P3 Project.
- 8.2. All work shall conform to the FRA On-Track safety regulations. Contractor shall not foul a track, i.e. get within 4 ft. of the nearest rail, without obtaining permission from a Company qualified employee.

9. QUALITY CONTROL

Contractor shall be responsible for the performance of all inspection and testing activities per industry standards, as specified.

10. EXECUTIVE SPONSOR

Contractor shall nominate an Executive Sponsor for the Contract. The role of the Executive Sponsor is to be the Senior Management contact to become involved and take a proactive approach to the successful execution of the Work.

Contractor's Executive Sponsor will contact Company's Executive Sponsor on any potential problems in Contractor's Organization or in Company's Organization or other major issues that may negatively impact the progress of the Work. Contractor's Executive Sponsor will be available to meet with Company's Executive Sponsor or other Company Project or Construction Management Representative at the worksite to review the status of the Work and the Contract.

Contractor's Executive Sponsor for the contract is XXXX who can be reached at (xxx) xxx-xxxx.

11. COMPANY SNOW MANAGEMENT TEAM

Company will designate different representatives during the different shifts that an event may occur. This designated Company representative will be known as the Snow Manager. The Snow Manager will be the only Company representative that will give Contractor official instructions or will make official decisions. At no point Contractor will deviate from the Snow Managers directives. Any additional directives given by other Company's representative should be considered null unless notified in writing (email or text) by the Company's Snow Manager.

END OF PART I – SCOPE OF WORK