

Project Name: Landscaping 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 38th and Blake Station, 40th and Colorado Station, Peoria Station, 40th and Airport Station, Denver Union Station (DUS), the Commuter Rail Maintenance Facility (CRMF), Argo Substation, Sandown Substation, DUS Switching Station, Sandown Gantry, DUS EC and DUS NWES Gentries Landscaping Services 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

- Attachment A – DTO System Safety Program Plan
- Attachment B – DTO General Safety Instructions
- Attachment C – Contract Daily Log
- Attachment D – Backflow Preventers
- Attachment E – Landscaping As-Built Drawings
- Attachment 15 – RTD Specified Requirements

2.2. Exhibits

- Exhibit A – 38th and Blake Station Landscaping Map
- Exhibit B – 40th and Colorado Station Landscaping Map
- Exhibit C – Peoria Station Landscaping Map
- Exhibit D – 40th and Airport Station Landscaping Map
- Exhibit E – CRMF Landscaping Map
- Exhibit F – DUS Landscaping Map
- Exhibit G – Argo Substation Landscaping Map
- Exhibit H – Sandown Substation Landscaping Map
- Exhibit I - DUS Switching Station Landscaping Map
- Exhibit J – Sandown Gantry Landscaping Map
- Exhibit K - DUS EC and DUS NWES Gentries Landscaping Map

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. Provide landscape services for Commuter Rail Maintenance Facility (CRMF) and the listed stations in Article 1.0 while maintaining the standards on the drawings in Attachment E – Landscaping As-Built Drawings.

- 3.1.1. Season: January to March

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3.1.1.1. Landscape Monthly Inspection

- A. Perform monthly walk site inspection and provide record in writing to DTO any observed condition of the following before submittal of monthly invoice:
 - a. General site status
- B. Remove trash and debris from landscape areas including tumbleweeds throughout the site.

3.1.2. Season: April

3.1.2.1. Landscape Monthly Inspection

- A. Inspect and test backflow preventer for proper operation. Backflow preventers are listed on Attachment D – Backflow Preventers.
- B. Turn on sprinkler system and check for leaks. Perform any necessary adjustments
- C. Program controller based on early season condition
- D. Mow ornamental turf at 3” height (one-time occurrence).
- E. Fertilize ornamental turf areas with high nitrogen content for early green up.
- F. Ground control pesticides should be applied prior to the growing season and throughout the year as necessary.
- G. Prune trees and shrubs as needed or as determined by standard horticultural procedures.
- H. Perform all the other items on the monthly checklist for January to March season.

3.1.3. Season: May to September

3.1.3.1. Landscape Bi-Weekly Inspection

- A. Inspect and check sprinkler system, adjust control as needed.
- B. Mow landscape lawn turf to maintain the turf height uniform at a minimum of 3” and a maximum of 4”. Do not scalp the turf. Walkways, curbs, and mulch beds shall be edged.
- C. Lawn edge shall be trimmed around fire hydrants, posts, signs, trees, and other objects.

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- D. Excess grass clippings shall be blown from the sidewalks and parking areas. Clippings on the lawn areas shall be removed where needed.
- E. Remove trash and debris from landscape areas.

3.1.3.2. Landscape Monthly Inspection

- A. Perform monthly walk site inspection and provide record in writing to DTO any observed condition of the following before submittal of monthly invoice:
 - a. General condition of plantings
 - b. Stressed dead or dying plantings
 - c. Broken / missing tree stakes
 - d. Water basins in need of repair
 - e. Weed control needs
 - f. Pest Control needs
 - g. Fertilization needs
 - h. Status of irrigation system
 - i. Soil moisture content
 - j. Turf grass status
 - k. General site status
- B. Pest Control:
 - a. Monitor plants for insect damage or infestation. Based on regular monitoring of landscaped areas, surface-acting and ground control insecticides and pesticides shall be selected and applied.
 - b. Ground control pesticides should be applied prior to the growing season and throughout the year as necessary.
 - c. Surface-acting insecticides shall be applied during the summer growing season and throughout the year as necessary.
 - d. Pesticides shall not be applied during the rainy season and on days where the wind will affect the spray patterns.
- C. Weed Control:
 - a. Prior to the growing season and after the rainy season, the appropriate pre-emergent weed control herbicide(s) shall be applied to all areas. Dead weeds removed from all stations and CRMF areas.
 - b. During the growing season, the appropriate post-emergent broadleaf weed control herbicide(s) shall be applied as necessary, staying 50 feet away from designated wetland areas (ponds).
 - c. Herbicides shall not be applied during the rainy season and on days where the wind will affect the spray patterns.
 - d. Remove weed growth from trunks and drip lines of plants by hand or weed whip.
 - e. Monitor signs of noxious weed growth.

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- D. Trees shall be pruned only from ground level to a height of twelve feet above the ground. The purpose will be to eliminate low branches and sucker growth. The object will be to promote healthy development of the tree while maintaining its natural growth habit. Trim any dead or broken limbs/branches.
- E. Remove trash and debris from landscape areas.
- F. Perform all the other items on the bi-weekly checklist
- G. Mow native grasses at 6" (Two times a year)

3.1.4. Season: October to December

- 3.1.4.1. Perform monthly walk site inspection and record in writing any observed condition of the following before submittal of monthly invoice:
 - A. General site status
- 3.1.4.2. Perform fall winterization of sprinkler system using compressed air, backflow preventers listed on Attachment D. Turn on stations using controller until all water has been removed from pipes.
- 3.1.4.3. Wrap tree trunks as needed.
- 3.1.4.4. Check trees and shrubs for general condition and perform winter watering as needed.

3.2. Substation Landscape Monthly Inspection (Will require Company escort)

3.2.1. Argo Substation

- 3.2.1.1. Mow weeds from April through October
- 3.2.1.2. Apply weed control
- 3.2.1.3. Power wash building including staircase (once a year)
- 3.2.1.4. Pickup any debris around the property

3.2.2. Sandown Substation

- 3.2.2.1. Apply weed control
- 3.2.2.2. Power wash building including staircase (once a year)
- 3.2.2.3. Pickup any debris around the property

3.2.3. DUS Switching Station

- 3.2.3.1. Power wash rocks and clean bird debris
- 3.2.3.2. Apply weed control

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3.2.3.3. Power wash building including staircase (This will be performed only on 10 months, the 2 additional will be performed at the other two stations, one on each one)

3.2.3.4. Pickup any debris around the property

3.3. Gantry Landscape Monthly Inspection (Will require Company escort)

3.3.1. Sandown Gantry

3.3.1.1. Apply weed control

3.3.2. DUS EC and DUS NWES Gantries

3.3.2.1. Apply weed control

3.4. All winter watering, tree and shrub replacements and any additional repairs on the irrigation system not included in the scope will be done only after Contractor has written authorization from the Company. All additional services will be charged on a Time and Materials basis.

4. MATERIAL, PERMANENT EQUIPMENT, OR PERMANENT WORK SITE SERVICES FURNISHED BY COMPANY

4.1. Furnished by Company

Company will supply or cause to be supplied the following temporary construction facilities and utilities to Contractor, without cost to Contractor, for or in connection with performance of the Work.

4.1.1. Miscellaneous Items

4.1.1.1. Contractor is responsible for all small tools

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

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

4.1.1.4. 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.

4.1.1.5. Contractor is responsible for all first aid facilities.

4.1.1.6. 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.

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- B. Green Safety Vest with an X on the back.
- C. Eye protection (when required in the SDS of a product)
- D. Safety shoes with safety toe and electrical hazard rated.
- E. 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.railroadeducation.com. There is a \$25.00 fee per employee at Contractor's cost.

6.1.2. 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

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(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.

7. DATA REQUIREMENTS

7.1. Contractor shall submit the following data to Company:

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

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

7.1.3. Contractor's Safety and Security Plan which should comply with Article 8.1 below.

7.2. 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.

7.3. 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

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 A, System Safety Program Plan and Attachment B General Safety Instructions.

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.

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8.3. Once Contractor's staff is certified as required in Article 6.1.1 Contractor will coordinate with the Company's Sponsor to get a Company badge that will authorize its employees to work on the premises. Results from the test of each individual are required to determine authorization.

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 XXXXXXXX who can be reached at (xxx) xxx-xxxx.

END OF PART I – SCOPE OF WORK