

## **Attachment 10**

### **O&M Specifications**

Portions of this Attachment 10 may have been supplemented, modified or superseded by the Alternative Technical Concepts. Please see Section E (*Alternative Technical Concepts*) of Volume 3 of the Technical Proposal contained in the Concessionaire's Proposal, which includes a complete description of each concept and how it is intended to be implemented, and Section 1.3 (*Conflict of Terms*) of the Agreement, which concerns resolution of any potential conflict, ambiguity or inconsistency resulting from the application of the Alternative Technical Concepts.

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## 1. DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in Section 1.1 (*Definitions*) of the Agreement. In addition, the following terms shall have the meanings set out below:

***APTA*** means the American Public Transportation Association, a public transportation trade and standards organization of which RTD is a member.

***APTA Manual*** has the meaning given to it in Section 2.4 (*Operating Plan*).

***AREMA Manual*** means the American Railway Engineering and Maintenance-of-Way Association Manual for Railway Engineering.

***Automatic Passenger Counters*** or ***APC*** means the automated computer-based systems that register the boarding and alighting of each Passenger from each Car, capturing Passenger volumes.

***Availability Adjusted Base Service Payment*** has the meaning given to it in Attachment 11 (*Service Payments*).

***Board*** means the RTD Board of Directors.

***Compliant Car*** has the meaning given to it in Section 5.4.1.

***Control Center*** has the meaning given to it in Attachment 7 (*Design, Construction and Rolling Stock Requirements*).

***Customer Service Standards*** has the meaning given to it in Section 2.4.2(c).

***Delay Event Exclusions*** has the meaning given to it in Section 5.5(a).

***Dispatch Center*** has the meaning given to it in Section 2.4.6.

***Dispatcher*** means any individual whose employment responsibilities include, in whole or in part, Dispatching.

***Dispatching*** means the dispatch or direction of movement of commuter rail, freight rail or other carrier by railroad services subject to the jurisdiction of the Surface Transportation Board under Part A of Subtitle IV of Title 49 U.S.C.

***Executive Safety and Security Committee*** or ***ESSC*** has the meaning given to it in Section 7.2 (*System Safety Program Plan (O&M)*).

***Facility Maintenance Program*** has the meaning given to it in Section 5.3.2(c).

***Fare Inspection Program*** has the meaning given to it in Section 2.4.13.

***FRA Class IV*** has the meaning given to it in 49 CFR 213.

**General Code of Operating Rules** or **GCOR** means the General Code of Operating Rules (Third Edition) dated April 10, 1994 as adopted by certain Rail Operators in the western region of the United States, as the same may be amended, supplemented or updated and adopted by the Concessionaire from time to time.

**Headway** means the scheduled time interval between trains moving in the same direction on a particular route in revenue service.

**Heavy Litter** means the presence of opened or spilled food, malodorous and hazardous conditions and any wet litter.

**Maintenance Engineering Function** has the meaning given to it in Section 5.6 (*Rolling Stock Maintenance Engineering*).

**Management Information System** or **MIS** means the computer hardware and software configured to support recordkeeping, reporting, financial control and management of the Eagle Project.

**Maximum Loading Standard** has the meaning given to it in Section 2.1.3(b).

**Monthly Operating Report** has the meaning given to it in Section 4.2 (*Operating Reports*).

**NIST** means the National Institute of Standards and Technology.

**NTD** means the National Transit Database.

**NTSB** means the National Transportation Safety Board.

**Offensive Graffiti** means the illegal or unauthorized defacement of property, which contains some or all of the following elements: offensive language, language of a politically/racially/religiously insulting/inciting nature, a hate statement, an image which is graphically explicit, and/or an image which is visually offensive or textually offensive by the message that it contains.

**O&M Quality Management Plan** has the meaning given to it in Section 5.8 (*O&M Quality Management Plan*).

**O&M Record Documents** means Record Documents relating to the activities of the Concessionaire during the Operating Period showing all relevant and current information needed to operate, inspect, maintain, troubleshoot, upgrade, overhaul, modify, replace, diagnose and repair the Concessionaire-operated Components, including:

- (a) field and OEM records;
- (b) changes to or deviations from the Concessionaire's subsystem and equipment procurement specifications;
- (c) manufacturing, equipment assembly and illustrated parts manuals;
- (d) as-built drawings and similar documents;

- (e) documentation relating to every major mechanical system (including those created during the Design/Build Period and updated during the Operating Period); and
- (f) full Car history files consistent with applicable Law and tracking the removal and exchange of installed component systems in sufficient detail such that NTSB, FRA, FTA or any other Relevant Authority can positively identify the manufacturer and the chain of custody of the installed component or assembly.

**O&M Services** means the operation of the Commuter Rail Services and the operation and maintenance of the Concessionaire-operated Components in accordance with this Attachment 10.

**OEM** means original equipment manufacturer.

**Operation Lifesaver Program** means the grade crossing and right-of-way safety outreach and educational programs sponsored by USDOT and many Rail Operators.

**OSHA** means the U.S. Department of Labor Occupational Safety & Health Administration.

**Persistent Condition** means Service Task Orders that are not resolved over the period of time specified in Section 3(f).

**Rail Operators** means all freight and passenger rail operators under the jurisdiction of the FRA.

**Repeated STO Events** means Service Task Orders that arise with respect to a single item of equipment or type of event.

**RTD Armed Security Staff** has the meaning given to it in Section 8.7(b).

**Security Command Center** has the meaning given to it in Section 8.5 (*Security Command Center*).

**Security Procedures** has the meaning given to it in Section 8.2 (*Security Procedures*).

**Security Staffing Plan** has the meaning given to it in Section 8.3(b).

**Service Plan** has the meaning given to it in Section 2.4.1.

**Service Task Order** or **STO** has the meaning given to it in Section 3 (*Service Task Order Program*).

**Service Task Orders Program** or **STOP** has the meaning given to it in Section 3 (*Service Task Order Program*).

**Snow and Ice Management Plan** has the meaning given to it in Section 5.11.3(a).

**Special Event** means any event agreed by RTD and the Concessionaire pursuant to Section 2.4.1(f) to be an event that is likely to generate Passenger demand on one or more Commuter Rail Services that substantially exceeds regular revenue service capacity in the then-prevailing Service Plan.

***STOP Points*** has the meaning given to it in Section 3(c).

***STO Remedy Time*** means, with respect to a Service Task Order, the remedy time set out in the column entitled "STO Remedy Time" in Table 3.

***Substance Abuse Testing Coordinator*** has the meaning given to it in 49 CFR 219.

***System Safety Program Plan (O&M)*** or ***SSPP (O&M)*** has the meaning given to it in Section 7.2.

***System Security Plan (O&M)*** or ***SSP (O&M)*** has the meaning given to it in Section 8.3 (*System Security Plan (O&M)*).

***Systemwide STO Events*** means Service Task Orders of the same or a similar nature that arise with respect to any part of the Concessionaire-operated Components.

***Traction Electrification System*** or ***TES*** has the meaning given to it in Attachment 7 (*Design, Construction and Rolling Stock Requirements*).

***Yearly Operating Report*** has the meaning given to it in Section 4.2 (*Operating Reports*).

## **2. OPERATING REQUIREMENTS**

The Concessionaire shall operate the Concessionaire-operated Components and provide regularly scheduled and Special Event Commuter Rail Services in accordance with the requirements and standards of this Section 2.

RTD acknowledges that RTD shall be the operating railroad of record for purposes of compliance with any regulations promulgated by the FRA, provided that such acknowledgement shall not amend or modify in any respect the Concessionaire's obligations to perform its obligations under the Agreement and this Attachment 10.

### **2.1 Service Delivery Requirements**

- (a) East Corridor service shall operate between DUS and DIA with stops at each intermediate station.
- (b) Gold Line service shall operate between DUS and Ward Road with stops at each intermediate station.
- (c) NWES service shall operate between DUS and South Westminster without stopping at intermediate stations. NWES service trains shall slow to a safe speed to pass the platform edge at intermediate stations.

#### **2.1.1 Spans of Service and Headways**

- (a) The Concessionaire shall provide the Commuter Rail Services in accordance with its approved Service Plan for the Commuter Rail Services that is consistent with the spans of service and Headways set out in Table 2.1.1B, subject to the following paragraph.
- (b) The Concessionaire may request, subject to RTD's approval, operating schedules that differ from Table 2.1.1B during the transition between time periods so long as the loading standards specified in Section 2.1.3 are maintained. RTD's approval of the Service Plan shall constitute approval of the Concessionaire's requested variance from the specified span of service and headways.
- (c) For the purposes of Table 2.1.1B, the daily start and end of revenue service shall be defined by Table 2.1.1A.



**Table 2.1.1A – Start and End Departure**

Service	First Train Departs	Last Train Departs
East Corridor	DUS	DIA
Gold Line	Ward Road	DUS
NWES	South Westminster	DUS

The station designated for "First Train Departs" shall be used for scheduling of the first train in the service day, the first train in the AM Peak and the last train in the AM Peak.

The station designated for "Last Train Departs" shall be used for scheduling of the first train of the PM Peak, the last train in the PM Peak and the last train of the service day.

**Table 2.1.1B – Required Spans of Service and Headways**

Day	East Corridor			Gold Line			NWES		
	From	To	Headway	From	To	Headway	From	To	Headway
<b>Weekday</b>									
Early	3:00	6:00	0:30	4:00	6:00	0:30	5:00	6:00	1:00
AM Peak	6:01	9:00	0:15	6:01	9:00	0:15	6:01	8:30	0:30
Midday	9:01	15:00	0:15	9:01	15:00	0:15	8:31	15:30	1:00
PM Peak	15:01	20:00	0:15	15:01	18:30	0:15	15:31	18:30	0:30
Evening	20:01	1:00	0:30	18:31	0:30	0:30	18:31	22:30	1:00
<b>Saturday</b>									
AM	3:00	6:00	0:30	4:00	8:00	0:30	5:00	9:00	1:00
Midday	6:01	15:00	0:15	8:01	15:00	0:15	9:01	15:00	1:00
PM	15:01	20:00	0:15	15:01	18:30	0:15	15:01	18:00	1:00
Evening	20:01	1:30	0:30	18:31	0:30	0:30	18:01	22:30	1:00
<b>Sunday</b>									
AM	3:00	6:00	0:30	4:00	8:00	0:30	5:00	9:00	1:00
Midday	6:01	15:00	0:15	8:01	15:00	0:15	9:01	15:00	1:00
PM	15:01	20:00	0:15	15:01	18:30	0:15	15:01	18:00	1:00
Evening	20:01	1:00	0:30	18:31	0:30	0:30	18:01	22:30	1:00

*Note 1 - East Corridor Friday evening service shall run until 1:30am.*

**2.1.2 Service Capacity Requirements**

- (a) The Concessionaire shall provide sufficient directional capacity to meet the load point capacity requirements specified in Tables 2.1.2-1 thru 2.1.2-3, subparts D, E and F for each Commuter Rail Service. These tables define the minimum directional passenger capacity that is required to be provided for each corridor during each time period.

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- (b) The capacity requirements provided below shall be effective on the first Service Plan change that occurs in the new five-year period.
- (c) Services meeting the load point capacity requirements up to and including 2035 levels shall be delivered using the Rolling Stock supplied by the Concessionaire under this Agreement until such Rolling Stock has been in service for its declared design life duration. Services that are required to meet capacity requirements exceeding 2035 levels up to 2055 levels shall be delivered using additional rolling stock that will be provided by RTD. Following the expiry of the declared Rolling Stock design life, all services shall be delivered using replacement rolling stock provided by RTD in accordance with Section 31.2 (*Rolling Stock Replacement*) of the Agreement.
- (d) In the event that total combined annual ridership for all lines exceeds projections set forth in Tables 2.1.2-1 thru 2.1.2-3, subparts A, B and C by 15% or is below projections by 15% for any calendar year, the Concessionaire shall provide RTD with an RTD Change Summary outlining the Concessionaire's proposal and justification for an adjustment to its variable O&M cost structure. RTD shall review this RTD Change Summary and take such action as it sees fit in accordance with Section 36.3 (*RTD Proposed Changes*) of the Agreement. Total ridership by period and day of week is defined in Tables 2.1.2-1 thru 2.1.2-3, subparts A, B and C.

**Table 2.1.2-1 – East Corridor Ridership and Load Point Capacity Requirement**

<b>A</b>	<b>East Corridor</b>					
Total Weekday Ridership						
Period	Early	AM Peak	Midday	PM Peak	Evening	Total
2015	1560	2100	4680	3140	1560	13040
2020	1740	2530	5230	3800	1740	15040
2025	1950	3060	5840	4590	1950	17380
2030	2170	3700	6520	5550	2170	20110
2035	2430	4470	7280	6710	2430	23310
2040	2710	5400	8120	8110	2710	27050
2045	3020	6530	9070	9800	3020	31450
2050	3380	7890	10130	11840	3380	36610
2055	3770	9540	11310	14310	3770	42700

<b>D</b>	<b>East Corridor</b>					
Weekday - Minimum Load Point Capacity Required Per Hour						
Period	Early	AM Peak	Midday	PM Peak	Evening	
2015	570	1210	860	1210	350	
2020	640	1470	960	1470	380	
2025	720	1770	1080	1770	430	
2030	800	2140	1200	2140	480	
2035	890	2590	1340	2590	540	
2040	1000	3130	1500	3130	600	
2045	1110	3780	1670	3780	670	
2050	1240	4570	1870	4570	750	
2055	1390	5520	2080	5520	830	

<b>B</b>	<b>East Corridor</b>					
Total Saturday Ridership						
Period		AM	Midday	PM	Evening	Total
2015		330	3590	1630	980	6520
2020		380	4140	1880	1130	7520
2025		430	4780	2170	1300	8690
2030		500	5530	2520	1510	10060
2035		580	6410	2920	1750	11660
2040		680	7440	3380	2030	13530
2045		790	8650	3930	2360	15730
2050		920	10070	4580	2750	18310
2055		1070	11740	5340	3200	21350

<b>E</b>	<b>East Corridor</b>					
Saturday - Minimum Load Point Capacity Required Per Hour						
Period		AM	Midday	PM	Evening	
2015		120	440	360	200	
2020		140	510	420	230	
2025		160	590	480	260	
2030		190	690	560	310	
2035		220	790	650	360	
2040		250	920	750	410	
2045		290	1070	880	480	
2050		340	1250	1020	560	
2055		400	1450	1190	650	

<b>C</b>	<b>East Corridor</b>					
Total Sunday Ridership						
Period		AM	Midday	PM	Evening	Total
2015		260	2610	1830	520	5220
2020		300	3010	2110	600	6020
2025		350	3480	2430	700	6950
2030		400	4020	2810	800	8040
2035		470	4660	3260	930	9320
2040		540	5410	3790	1080	10820
2045		630	6290	4400	1260	12580
2050		730	7320	5120	1460	14640
2055		850	8540	5980	1710	17080

<b>F</b>	<b>East Corridor</b>					
Sunday - Minimum Load Point Capacity Required Per Hour						
Period		AM	Midday	PM	Evening	
2015		120	390	500	140	
2020		130	450	570	160	
2025		160	520	660	190	
2030		180	600	760	220	
2035		210	700	880	250	
2040		240	810	1030	290	
2045		280	940	1190	340	
2050		330	1100	1390	400	
2055		380	1280	1620	460	

*Note – load point capacity refers to passengers per hour per direction.*

**Table 2.1.2-2 – Gold Line Ridership and Load Point Capacity Requirement**

A	Gold Line					
	Total Weekday Ridership					
Period	Early	AM Peak	Midday	PM Peak	Evening	Total
2015	590	1740	2380	2130	990	7830
2020	650	1930	2590	2360	1080	8600
2025	710	2140	2820	2610	1180	9450
2030	770	2370	3070	2900	1280	10390
2035	840	2630	3350	3210	1400	11420
2040	910	2910	3650	3560	1520	12550
2045	990	3230	3970	3950	1660	13800
2050	1080	3580	4330	4370	1800	15160
2055	1180	3970	4720	4850	1970	16680

D	Gold Line					
	Weekday - Minimum Load Point Capacity Required Per Hour					
Period	Early	AM Peak	Midday	PM Peak	Evening	
2015	330	900	440	900	180	
2020	360	990	480	990	200	
2025	390	1100	520	1100	220	
2030	420	1220	560	1220	240	
2035	460	1350	620	1350	260	
2040	500	1500	670	1500	280	
2045	550	1660	730	1660	300	
2050	600	1840	800	1840	330	
2055	650	2040	870	2040	360	

B	Gold Line					
	Total Saturday Ridership					
Period		AM	Midday	PM	Evening	Total
2015		780	1760	590	780	3920
2020		860	1940	650	860	4300
2025		950	2130	710	950	4730
2030		1040	2340	780	1040	5200
2035		1140	2570	860	1140	5710
2040		1260	2830	940	1260	6280
2045		1380	3110	1040	1380	6900
2050		1520	3410	1140	1520	7580
2055		1670	3750	1250	1670	8340

E	Gold Line					
	Saturday - Minimum Load Point Capacity Required Per Hour					
Period		AM	Midday	PM	Evening	
2015		220	280	190	140	
2020		240	310	210	160	
2025		260	340	230	180	
2030		290	370	250	190	
2035		320	410	270	210	
2040		350	450	300	230	
2045		380	490	330	260	
2050		420	540	360	280	
2055		460	600	400	310	

C	Gold Line					
	Total Sunday Ridership					
Period		AM	Midday	PM	Evening	Total
2015		310	1410	780	630	3130
2020		340	1550	860	690	3440
2025		380	1700	950	760	3780
2030		420	1870	1040	830	4160
2035		460	2060	1140	910	4570
2040		500	2260	1260	1000	5020
2045		550	2480	1380	1100	5520
2050		610	2730	1520	1210	6060
2055		670	3000	1670	1330	6670

F	Gold Line					
	Sunday - Minimum Load Point Capacity Required Per Hour					
Period		AM	Midday	PM	Evening	
2015		100	270	300	140	
2020		110	300	330	160	
2025		130	330	370	170	
2030		140	360	400	190	
2035		160	400	440	200	
2040		170	440	490	220	
2045		190	480	530	250	
2050		210	530	590	270	
2055		230	580	640	300	

*Note – load point capacity refers to passengers per hour per direction.*

**Table 2.1.2-3 – NWES Ridership and Load Point Capacity Requirement**

<b>A</b>		<b>NWES</b>				
Total Weekday Ridership						
Period	Early	AM Peak	Midday	PM Peak	Evening	Total
2015	20	240	120	300	50	720
2020	20	280	140	350	50	840
2025	60	770	360	940	140	2260
2030	80	1030	490	1250	190	3030
2035	90	1190	570	1450	220	3510
2040	100	1380	660	1680	250	4070
2045	120	1600	760	1950	290	4720
2050	140	1850	880	2270	340	5470
2055	160	2150	1020	2620	390	6340

<b>D</b>		<b>NWES</b>				
Weekday - Minimum Load Point Capacity Required Per Hour						
Period	Early	AM Peak	Midday	PM Peak	Evening	
2015	20	120	20	120	10	
2020	20	150	20	150	10	
2025	70	390	60	390	40	
2030	90	530	80	530	50	
2035	100	610	90	610	60	
2040	110	710	100	710	70	
2045	130	820	120	820	80	
2050	150	950	140	950	90	
2055	180	1100	160	1100	110	

<b>B</b>		<b>NWES</b>				
Total Saturday Ridership						
Period		AM	Midday	PM	Evening	Total
2015		70	140	70	70	360
2020		80	170	80	80	420
2025		230	450	230	230	1130
2030		300	610	300	300	1520
2035		350	700	350	350	1760
2040		410	820	410	410	2040
2045		470	940	470	470	2360
2050		550	1100	550	550	2740
2055		630	1270	630	630	3170

<b>E</b>		<b>NWES</b>				
Saturday - Minimum Load Point Capacity Required Per Hour						
Period		AM	Midday	PM	Evening	
2015		20	30	30	20	
2020		20	30	30	20	
2025		60	80	90	60	
2030		80	110	110	70	
2035		100	130	130	90	
2040		110	150	150	100	
2045		130	170	180	120	
2050		150	200	210	140	
2055		180	240	240	160	

<b>C</b>		<b>NWES</b>				
Total Sunday Ridership						
Period		AM	Midday	PM	Evening	Total
2015		30	130	70	60	290
2020		30	150	90	70	340
2025		90	410	230	180	900
2030		120	540	300	240	1210
2035		140	630	350	280	1400
2040		160	730	410	330	1630
2045		190	850	470	380	1890
2050		220	990	550	440	2190
2055		250	1140	640	510	2540

<b>F</b>		<b>NWES</b>				
Sunday - Minimum Load Point Capacity Required Per Hour						
Period		AM	Midday	PM	Evening	
2015		10	30	30	20	
2020		10	30	40	20	
2025		30	90	100	50	
2030		40	120	140	70	
2035		50	140	160	80	
2040		50	160	190	100	
2045		60	190	210	110	
2050		70	220	250	130	
2055		80	260	290	150	

*Note – load point capacity refers to passengers per hour per direction.*

### 2.1.3 Maximum Loading Standards

- (a) The Concessionaire shall prepare its Service Plan by scheduling sufficient service capacity to provide the required load point capacity within the Maximum Loading Standards applicable for each time period.
- (b) The average *Maximum Loading Standard* for each day type shall be:
  - (i) for peak periods, at all times until December 31, 2029, no less than 3.2 square feet per standee at the peak load point in the peak direction of travel;
  - (ii) for peak periods, from January 1, 2030, no less than 2.15 square feet per standee at the peak load point in the peak direction of travel;
  - (iii) for all weekday Early AM, Midday, PM Evening and Late Evening periods and during all periods on Saturday and Sunday, 50% of the number of allowable weekday peak period standees shall be permitted in the peak direction of travel; and
  - (iv) for Special Events, at all times, no less than 2.15 square feet per standee at the peak load point in the peak direction of travel.
- (c) The service capacity shall be considered adequate when 60% of individual trips operate within the applicable Maximum Loading Standard within a consecutive period of ten days on the same schedule (i.e., ten weekdays, ten Saturdays, etc.)
- (d) No standees are expected outside the boundaries of current RTD Fare Zones A and B, or more than 15 minutes to or from an originating terminal station at any time, excepting random occurrences permitted within paragraph (c) above. Stations shall be considered in the following fare zones:
  - (i) Zone A: DUS, 38<sup>th</sup>/Blake, Colorado, 41<sup>st</sup>/Fox;
  - (ii) Zone B: Central Park, Pecos, South Westminster, Federal, Sheridan, Olde Town;
  - (iii) Zone C: Peoria, 40<sup>th</sup>/Airport, Arvada Ridge, Ward Road; and
  - (iv) Zone E (special zone for the airport): DIA.
- (e) If, in any calendar month, the service capacity for any individual trip is not adequate, the Concessionaire shall so notify RTD and shall provide RTD with an RTD Change Summary outlining the Concessionaire's proposal as to how to increase capacity on the relevant Commuter Rail Service above the load point capacity requirements level defined in Tables 2.1.2-1 thru 2.1.2-3. RTD shall review this RTD Change Summary and take such action as it sees fit in accordance with Section 36.3 (*RTD Proposed Changes*) of the Agreement.
- (f) To the extent that actual Passenger volumes on a Commuter Rail Service exceed the Maximum Loading Standard for such Commuter Rail Service for the relevant five-year period in Tables 2.1.2-1 thru 2.1.2-3 and RTD has not implemented a Change that allows

the Concessionaire to meet the additional Passenger demand within the Maximum Loading Standards described in Section 2.1.3, the Concessionaire shall be relieved from complying with the requirements of Section 2.1.3(a); **provided** that the Concessionaire shall continue to provide the amount and frequency of revenue service required to meet the Passenger volumes and minimum capacity requirements specified in Tables 2.1.2-1 thru 2.1.2-3.

## 2.2 Maximum Allowable Running Times

The Concessionaire shall operate each Commuter Rail Service within the maximum allowable running time set forth in Table 2.2. Such running times are inclusive of vehicle dwell times at stations and timetable pad. Turn and cycle times for Cars shall be determined by the Concessionaire in accordance with Good Industry Practice related to minimum equipment turn times.

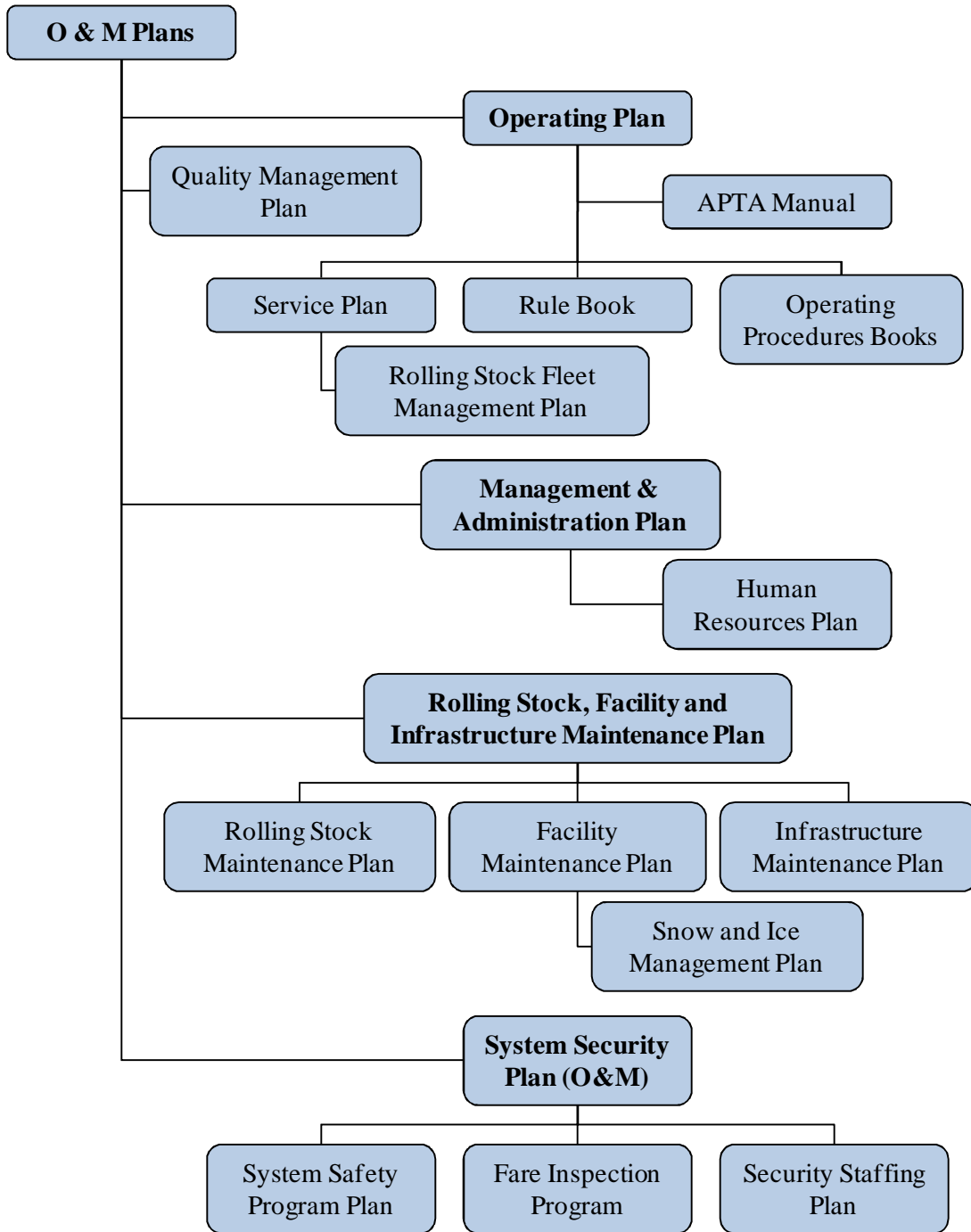
**Table 2.2 – Running Times**

<b>Commuter Rail Service</b>	<b>Maximum Allowable One-Way Running Times (Minutes)</b>
East Corridor Service	35:00
Gold Line Service	27:00
NWES Service	12:00

## 2.3 Overview of Plans and Requirements

The Concessionaire shall provide the plans set forth in Figure 2.3 in accordance with the requirements for each of these individual plans as set out in this Attachment 10.

**Figure 2.3  
O&M Plans**



**2.4 Operating Plan**

- (a) The Concessionaire shall prepare, submit and keep updated an Operating Plan that describes how the Concessionaire-operated Components shall be scheduled, operated,



- maintained and staffed (the ***Operating Plan***) [CDRL #10-01]. This Operating Plan shall be in sufficient detail for RTD to assess the management approach of the Concessionaire.
- (b) The Operating Plan shall include a Service Plan, a Rule Book and Operating Procedures, each as described in further detail below.
  - (c) The Operating Plan shall incorporate and be consistent with the *APTA Manual of Standards and Recommended Practices for Rail Transit Systems* (the ***APTA Manual***). The Concessionaire shall request variances for any differences between the Operating Plan and the APTA Manual.
  - (d) The Concessionaire shall operate the Commuter Rail Services in accordance with the approved Operating Plan.
  - (e) The Concessionaire shall maintain a controlled copy of the Operating Plan at the rail dispatch center that shall be available for audit by RTD or any Relevant Authority at any time in accordance with Section 32 (*Audit and Records*) of the Agreement.

#### 2.4.1 **Service Plan**

- (a) The Concessionaire shall prepare and submit to RTD for approval a Service Plan that defines the regularly scheduled revenue service trains to be operated by the Concessionaire on the Commuter Rail Network and, subject to Section 2.1 (*Service Delivery Requirements*), is consistent with the service spans and Headways set out in Table 2.1.1B (*Minimum Spans of Service and Headings*) (the ***Service Plan***) [CDRL #10-02]. The Service Plan shall meet or exceed the minimum revenue service delivery requirements specified in Section 2.1.2, subject to Section 2.1.3(a).
- (b) The Service Plan shall identify scheduled windows for track outages required for maintenance, engineering and inspections of the Commuter Rail Network.
- (c) Either Party may propose changes to the Service Plan no more than three times a year, coinciding with RTD's regular network schedule changes, which, as at the Effective Date, take place in January, May and August. Where the Concessionaire initiates a proposed change to the Service Plan, it shall provide RTD with a written report outlining the operating impacts of the proposed change. When RTD initiates a proposed change to the Service Plan, the Concessionaire shall, within 30 days from receipt of RTD's proposed change, determine and report the operating impacts of the proposed change to RTD.
- (d) Service Plan changes are subject to RTD's public outreach and public hearing requirements. Without prejudice to the Concessionaire's rights pursuant to this Agreement, the Concessionaire acknowledges that the Board shall review and make final determinations about revenue service delivery levels for RTD.
- (e) The Concessionaire's holiday service calendar shall follow the RTD holiday service calendar as established for RTD's light rail system.
- (f) Prior to the beginning of each year of the Operating Period, RTD and the Concessionaire shall jointly develop a schedule of Special Events for that year. RTD and the Concessionaire shall update such schedule of Special Events as necessary during the

- relevant year. The Concessionaire shall prepare and submit to RTD for approval a Special Events revenue service timetable (including the capacity and frequency of cars to be provided as well as the schedule for provision of revenue service for the Special Events) on the basis of the agreed schedule of Special Events and shall provide additional revenue service to meet additional demand generated by Special Events in accordance with the approved Special Events revenue service timetable. RTD shall compensate the Concessionaire for the provision of Special Event revenue service through the Service Hour Price for Incremental Service in accordance with Attachment 11 (*Service Payments*).
- (g) The Concessionaire shall submit an annual update of the Service Hour Price for Incremental Service as defined in Attachment 11 (*Service Payments*) 90 days prior to the start of the operating year for RTD review. Such update shall provide an inclusive rate for each revenue service hour operated beyond the number shown in the standard Service Plan and a three tiered charge schedule that includes small to large scale Special Events.
- (h) The Concessionaire shall define the Revenue Service Commencement Date for each Commuter Rail Service to coincide with an RTD regular network service change. The Concessionaire may request to initiate service at an alternative day with 180 days notice to RTD should the proposed Revenue Service Commencement Date for any Commuter Rail Service not coincide with a regular RTD schedule change day. Notwithstanding this clause (h), with respect to any Commuter Rail Service the Concessionaire may satisfy the Revenue Service Commencement Requirements in accordance with Section 28.2 (*Revenue Service Commencement Certificates*) of the Agreement and the Independent Engineer may issue a Revenue Service Commencement Certificate and such certificate will be issued prior to the Revenue Service Commencement Date previously scheduled in accordance with this Section 2.4.1(h), **provided** that in such event RTD may in accordance with Section 29.1 (*Operating Period*) require the Concessionaire to begin operation of such Commuter Rail Service on a date following the issuance of the Revenue Service Commencement Certificate.

#### 2.4.2 **Rule Book**

- (a) The Concessionaire shall submit a Rule Book, including all rules necessary to govern the activities of personnel involved in any aspect of the operation of the Commuter Rail Services and the operation and maintenance of the Concessionaire-operated Components, including Concessionaire personnel and any other rail (passenger or freight) operating personnel that may operate on the Concessionaire-operated Components (the **Rule Book**) [CDRL #10-03].
- (b) The Rule Book shall be consistent with the requirements stipulated by:
- (i) the General Code of Operating Rules;
  - (ii) applicable Law, including the Federal Railroad Administration, the State of Colorado's and any other Relevant Authority's regulations; and
  - (iii) the Concession Agreement.

- (c) The Rule Book shall contain detailed customer service standards (the *Customer Service Standards*). The Customer Service Standards are intended to ensure that Passengers benefit from the highest quality customer service and that all available means of communication with customers are utilized appropriately. The Concessionaire must interact with Passengers with the highest degree of courtesy and professionalism. The Customer Service Standards shall contain all requirements that relate to the interface between the Concessionaire's or any of its contractors' or subcontractors' personnel and Passengers, even if such requirements also appear in other sections of the Rule Book.
- (d) The Customer Service Standards shall address;
- (i) professional conduct;
  - (ii) personal appearance;
  - (iii) dress code;
  - (iv) nametag and identification requirements;
  - (v) on-board and station announcements;
  - (vi) positioning of crewmembers;
  - (vii) car availability during revenue service hours;
  - (viii) lost and found policy;
  - (ix) distribution of approved materials, schedules and surveys; and
  - (x) assistance for individuals with disabilities.

#### 2.4.3 **Operating Procedures Book**

- (a) The Concessionaire shall submit an Operating Procedures Book, which shall govern routine operations and operations in response to emergencies, such as police and fire situations, system failures, accidents and maintenance-related matters (the *Operating Procedures Book*) [CDRL #10-04].
- (b) The Operating Procedures Book shall address the following areas:
- (i) general and administrative requirements;
  - (ii) Rolling Stock operations;
  - (iii) Control Center operations;
  - (iv) emergency operations;
  - (v) abnormal operations;

- (vi) service and schedule recovery;
- (vii) required safety testing;
- (viii) security;
- (ix) fare collection and verification; and
- (x) compliance with the Concessionaire's Sustainability Plan.

#### 2.4.4 Maintenance of the Rule Book and Operating Procedures Book

- (a) The Rule Book and the Operating Procedures Book shall be subject to review by RTD, the FRA, the Public Utilities Commission in Colorado and other Relevant Authorities from time to time. The Rule Book and the Operating Procedures Book must be approved and ready for distribution to Concessionaire personnel prior to the conduct of any activity regulated by the FRA on any part of the Concessionaire-operated Components.
- (b) The Concessionaire shall revise existing rules and procedures and develop new rules and procedures as necessary to comply with the requirements in Section 2.4.1(b). Updates and changes to the Rule Book or the Operating Procedures Book shall be submitted to RTD for review and approval not less than one month before its proposed effective date. If RTD fails to respond with comments concerning the proposed changes within ten Business Days of delivering the proposed changes, the proposed changes shall be deemed approved by RTD.
- (c) Distribution of the Rule Book and the Operating Procedures Book shall be strictly controlled and a process implemented to ensure that the authorized personnel are always in possession of the current versions. The Concessionaire shall determine the method of distribution and maintenance of these Books, subject to RTD approval.

#### 2.4.5 Third Party and Public Access

- (a) The Concessionaire shall develop and implement a policy (the *Use of Facilities Policy*) to govern the public's access to and use of those areas of the Concessionaire-operated Components typically open to the public and traditionally treated as public fora for purposes of allowing expressive, political, commercial or other constitutionally protected speech in accordance with Law. The Use of Facilities Policy shall establish a process by which permits prescribing reasonable time, manner and place restrictions may be issued to the public for organized activities or activities likely to result in crowd gatherings (*Use Permits*). The Concessionaire shall coordinate with RTD with respect to any request to use those Concessionaire-operated Components that interface with the RTD bus or light rail operations. Any Use Permit issued by or on behalf of the Concessionaire must provide that RTD is indemnified and additionally insured to the same extent that the Concessionaire is indemnified and additionally insured. The Concessionaire shall forward all Use Permits issued by the Concessionaire to RTD. RTD shall forward all requests for Use Permits on the Concessionaire-operated Components to the Concessionaire for processing.

- (b) Third party requests for on-going access to the Concessionaire-operated Components for:
- (i) the purposes of installing permanent structures or improvements, including Utility facilities, on the Concessionaire-operated Components; or
  - (ii) the conduct of work on land adjacent to the Concessionaire-operated Components within 25-feet of centerline of track,

shall be forwarded by the Concessionaire to, and processed by, RTD. Such requests, if granted, shall be governed by an agreement entered into by RTD and the relevant third party, a draft of which shall be provided by RTD to the Concessionaire for comment. The Concessionaire shall provide any comments to RTD within 15 days or the Concessionaire will be deemed to have no objection. RTD is under no obligation to incorporate the Concessionaire's comments. In all cases, RTD shall require the third party to indemnify and additionally insure the Concessionaire for so long as the Concessionaire provides the Commuter Rail Services to the same extent that RTD is indemnified and additionally insured. Once any such agreement has been executed, the Concessionaire shall grant access to the relevant part of the Concessionaire-operated Components in accordance therewith. The Concessionaire shall be responsible for coordinating initial construction and major maintenance and for ensuring safety during third party access, including the provision of trained and certified flagging staff when required. The Concessionaire may recover any Incurred Costs incurred as a result of third party access, including required training, directly from RTD by submitting to RTD an invoice and supporting documentation for any such Incurred Costs.

#### 2.4.6 Rail Dispatch Center

- (a) The Concessionaire shall provide staff and operate a rail dispatch center (the *Dispatch Center*) to regulate all Heavy Rail Movements and commuter rail operations, system availability and access to the Concessionaire-operated Components in accordance with the provisions of the General Code of Operating Rules, the Rule Book, the Service Plan, the Operating Procedures Book, the Railroad Agreements and the requirements of Relevant Authorities.
- (b) The rail dispatch center staff shall coordinate as necessary with RTD's light rail control center and bus dispatch center, RTD's telephone information center, DIA security, Railroad dispatch offices and other relevant entities.
- (c) The rail dispatch center shall be located within the District, easily accessible by RTD.
- (d) The Concessionaire shall provide a bulletin board (or alternative posting method approved by RTD) for the posting of orders at every location where train crews report for duty. The Concessionaire shall post general orders, bulletin orders, and division notices for the applicable territory on the bulletin boards for crew members to review when they report for duty.

#### 2.4.7 Establishment of the Dispatcher Unit

- (a) Prior to employing any Dispatcher, or engaging in Dispatching, the Concessionaire shall:
- (i) establish and maintain an identifiable and separable enterprise (the ***Dispatching Unit***) in the form of either a department, or an entity with a separate legal personality, in either case with the sole purpose of conducting all Dispatching and employing all Dispatchers for the Eagle Project;
  - (ii) ensure that the Dispatching Unit establishes and maintains separation of the payroll for Dispatchers from the payroll for any other employees engaged in connection with the Eagle Project;
  - (iii) ensure that Dispatchers do not engage in any employment activities other than Dispatching;
  - (iv) ensure that employees who are not Dispatchers do not engage in Dispatching;
  - (v) ensure that any individual with direct supervisory, management or oversight authority over either the Dispatching Unit or any Dispatcher does not supervise, manage or oversee (A) any Person who is not a Dispatcher or (B) activities other than Dispatching;
  - (vi) establish procedures, and take all other Reasonable Efforts, sufficient to ensure that the Dispatching Unit does not dominate or control, in whole or in part the Concessionaire or the Eagle Project (other than with respect to Dispatching only); and
  - (vii) ensure that the business of the Dispatching Unit and the number of Dispatchers employed thereby constitute a non-material proportion of, respectively, the Concessionaire's overall business operations and the total number of Eagle Project employees from time to time; **provided** that in no event shall the number of Dispatchers exceed 15% of Eagle Project employees (as determined both on the basis of aggregate salaries and headcount).
- (b) Prior to employing any Dispatchers or engaging in any Dispatching, the Concessionaire shall prepare at its own cost a submission for the Railroad Retirement Board (the ***RRB Submission***) [CDRL #10-05]:
- (i) detailing the Concessionaire's proposed approach to engaging in Dispatching and employing Dispatchers in accordance with the requirements of 20 C.F.R. §202.3; and
  - (ii) requesting a determination by the Railroad Retirement Board that (other than a Dispatcher) no Eagle Project employee shall be considered to be an "employee" for purposes of either the Railroad Retirement Tax Act, 45 U.S.C. §231 *et seq.* or the Railroad Unemployment Insurance Act, 45 U.S.C. §351 *et seq.*

The Concessionaire may only submit the RRB Submission to the Railroad Retirement Board after such RRB Submission has been approved by RTD in accordance with

- Section 2.4.7(c); **provided** that subject to RTD's compliance with its obligations under this Section 2.4.7(b), the Concessionaire shall be responsible for any costs and delays to the Eagle Project resulting from any delivery of the RRB submission to the RRB less than 240 days prior to the earlier of (x) the Concessionaire's scheduled commencement of Dispatching or (y) the Concessionaire engaging in Dispatching or hiring Dispatchers.
- (c) The Concessionaire shall deliver to RTD a final draft of the RRB Submission, together with such information as RTD may reasonably require in respect of such RRB Submission for RTD comment and approval no later than the date that is one year before (i) the earlier of (A) the Concessionaire's scheduled commencement of Dispatching or (B) the date the Concessionaire reasonably anticipates beginning to engage in Dispatching or hiring Dispatchers or, (ii) if sooner, 45 days after RTD delivers a written notice requiring the Concessionaire to prepare, and once approved, submit such RRB Submission. No later than 45 days after delivery of such draft RRB Submission, RTD shall by written notice to the Concessionaire either approve or reject such draft RRB Submission. If RTD rejects the draft RRB Submission, RTD shall:
- (i) specify in reasonable detail the grounds on which it has arrived at such determination; and
  - (ii) identify the provision(s) in the draft RRB Submission to which RTD objects.
- (d) Following any rejection under Section 2.4.7(c), the Concessionaire shall revise the RRB Submission and no later than the date that is 45 days after RTD has delivered its notice re-submit the revised draft RRB Submission to RTD for review and approval. Subsequent draft submissions by the Concessionaire and review for approval by RTD shall be in accordance with Section 2.4.7(c) and this paragraph (d), provided the periods for such resubmissions or reviews shall be 15 days each.
- (e) If RTD does not approve or otherwise comment upon any draft RRB Submission within the time frame specified above in Sections 2.4.7(c) and 2.4.7(d), then such draft RRB Submission shall be deemed to be approved by RTD.
- (f) The Concessionaire may only engage in Dispatching and hire Dispatchers, in each case through a Dispatching Unit, following and in compliance with a final unappealable determination by the Railroad Retirement Board (or, on appeal, a Relevant Authority); provided that if at any time that such decision is pending and the Concessionaire is otherwise in compliance with its obligations under this Section 2.4.7, the Concessionaire may engage in Dispatching and hire Dispatchers to the extent necessary to perform its obligations under this Agreement.
- (g) If at any time the RRB or STB (or, on appeal, a Relevant Authority) determines that any Eagle Project employee (other than a Dispatcher) shall be covered or treated as an "employee" for purposes of either the Railroad Retirement Tax Act, 45 U.S.C. §231 *et seq.* or the Railroad Unemployment Insurance Act, 45 U.S.C. §351 *et seq.*, then the Concessionaire shall promptly notify RTD of such determination and shall take such actions and initiative such proceedings as RTD requests to appeal such decision to the Relevant Authority(ies) with jurisdiction to hear such appeal.

#### 2.4.8 Dispatch Records

- (a) The Concessionaire shall maintain FRA-required logs and records including logs of train movements, track permits, grade-crossing failures, and notes of other extraordinary and unusual events.
- (b) The Concessionaire shall maintain traction power management logs to ensure safe and efficient operation and to comply with regulatory standards.
- (c) The Concessionaire shall make and retain for not less than 30 days audio recordings of all voice communications to and from the rail dispatch center, including telephone calls, radio transmissions and other communications. The Concessionaire shall operate, maintain, upgrade and replace recording devices for this purpose, as necessary.
- (d) The Concessionaire shall provide RTD, any Relevant Authority including FRA and NTSB, and any other third party agreed to by RTD and the Concessionaire, including FRA and NTSB, upon request and without delay, copies of any records and audio recordings relating to its dispatch functions.
- (e) The Concessionaire shall provide RTD with copies of reports furnished to the Concessionaire by any Relevant Authority concerning the O&M Services, within twenty-four hours of the Concessionaire's receipt of such reports.
- (f) The Concessionaire shall investigate all signal violations, including downloading affected vehicle performance history and provide a report to RTD with recommended corrective actions. The rail dispatch center shall initiate this investigation.

#### 2.4.9 Access to Rail Dispatch Center

- (a) Authorized RTD staff may, at any time, enter the rail dispatch center for the purpose of observing train and power operations or monitoring proper adherence to agreed upon standards. The Concessionaire shall provide the security procedures and access control protocols to the authorized RTD staff, who must follow these access protocols.
- (b) The Concessionaire shall operate and maintain the dispatch center, including required telecommunications, monitoring and control systems. The Concessionaire shall maintain field signal, communication and traction power systems on the Concessionaire-operated Components.

#### 2.4.10 Operations Coordination

The Concessionaire shall provide continuous coordination with RTD's light rail control center and bus dispatch center and Federal, regional or municipal public emergency centers. From time to time, RTD may issue instructions relating to dispatching in accordance with this Section 2.4.10, which must be implemented by the Concessionaire without delay. To the extent that these instructions cause revenue service delays or impact revenue service availability, such delays or revenue service impacts will not be taken into consideration in calculating the Availability Adjusted Base Service Payment.



#### 2.4.11 Intermodal Service Coordination

The Concessionaire shall contact the appropriate RTD office or RTD's designee if any revenue service on the Concessionaire-operated Components will miss connections by more than 4 minutes 59 seconds at any station. As general practice, the Concessionaire shall not hold revenue service trains during peak hours. During off-peak hours, RTD reserves the right to request the Concessionaire to hold revenue service trains to accommodate a delayed intermodal transfer. Alternatively, the Concessionaire may supply MIS equipment and automate this notification process with the appropriate RTD office.

#### 2.4.12 Alternative and Replacement Services

- (a) The Concessionaire shall utilize train shuttles to the greatest extent possible to provide alternate service around a planned or unplanned revenue service disruption. The Concessionaire shall adequately staff these operations to provide on-site information to Passengers. These shuttles shall operate as close to the Service Plan as practical.
- (b) When no rail service can be operated for more than 15 minutes and there is no reasonable expectation that revenue service can be restored within the next 45 minutes, the Concessionaire shall contact the RTD bus dispatch center to request alternative bus service. The Concessionaire shall advise the RTD bus dispatch center of the cause, expected time of restoration, locations impacted and approximate number of Passengers impacted. Unless the cause of the revenue service interruption constitutes a Delay Event Exclusion, the Concessionaire will be responsible for the costs incurred by RTD for coordinating and providing alternative bus service; provided, however that the Concessionaire shall be responsible for the costs incurred by RTD for coordinating and providing such alternative bus service during approved maintenance, engineering and inspection work periods. The Concessionaire shall be responsible for coordinating and executing its approved emergency and incident management plan (which forms part of the Operating Plan) for any planned and unplanned revenue service disruption.

#### 2.4.13 Fare Revenue Collection and Verification

- (a) RTD shall establish a Fare Revenue policy for the Commuter Rail Services, including fare zones, tariff levels, collection and verification procedures, interline and interagency transfers, and fare media and technology.
- (b) At least one year prior to the first Revenue Service Commencement Date, the Concessionaire shall develop and submit to RTD a program describing its fare inspection procedures and training program (the *Fare Inspection Program*), which shall be updated from time to time to reflect changes to the RTD Fare Enforcement Manual. [CDRL #10-06]
- (c) The Concessionaire shall provide fare enforcement by conducting fare inspections using train conductors, and/or other personnel as assigned by the Concessionaire. The Concessionaire shall use a combination of approved fare inspection tactics including on-board inspection, station sweeps and on-board sweeps using a team of trained fare inspectors. Conductors shall conduct fare inspections while on board trains as part of their regular assigned duties.

- (d) The Concessionaire shall, at a minimum, conduct fare inspection activities in accordance with the RTD Fare Enforcement Manual. The Concessionaire shall report fare inspection data, activities and the fare evasion rate to RTD in a weekly fare inspection summary report. [CDRL #10-07] Failure to conduct fare inspection activities shall result in the issuance of Service Task Orders pursuant to Section 3 (*Service Task Order Program*).

#### 2.4.14 Emergency Operations and Incident Management

- (a) As part of the Operating Plan, the Concessionaire shall develop an emergency operations and incident management plan, which shall include:
- (i) notification sequence to internal Concessionaire staff, RTD, Passengers and other relevant entities;
  - (ii) information type and frequency of updates;
  - (iii) field management procedures;
  - (iv) revenue service recovery plan; and
  - (v) post-incident assessment reports and corrective action plan.
- (b) Such emergency operations and incident management plan shall also address likely and high impact system failures and emergencies and the planned management response to such incidents, shall define contingent operating modes and shall establish operational guidelines for safely returning to normal operations. Such emergency operations and incident management plan shall designate sufficient qualified operations and maintenance personnel as well as equipment and transport to immediately respond to such failures and emergencies during operating hours.

#### 2.5 Rolling Stock Fleet Management Plan

The Concessionaire shall submit and maintain a plan (the *Rolling Stock Fleet Management Plan*) that demonstrates the number of Cars to be procured by the Concessionaire and their capability to support the service requirements of this Section 2. [CDRL #10-08] The Rolling Stock Fleet Maintenance Plan shall include for each service individually and as a combined fleet of Cars:

- (a) end-to-end run times, including allowance for stops at intermediate stations;
- (b) terminal layover times, including allowance for crew changes, as necessary;
- (c) a calculation of the quantity of trains in service for each operating period and each operating day;
- (d) a calculation of the quantity of Cars in each train to meet the capacity requirements;
- (e) provision of additional Cars to allow for planned and unplanned maintenance and standby trains, as considered necessary;

- (f) a summary of the fleet demand to support the service requirements throughout the Operating Period; and
- (g) the schedule for delivery of Cars in order to meet the fleet demand at the Revenue Service Commencement Date and subsequently to meet the increasing capacity requirements throughout the Operating Period, consistent with the requirements of Figure 2.2 in Part A, Section 2.2 of Attachment 7 (*Design, Construction and Rolling Stock Requirements*).

## 2.6 Management of Radio Sets

The Concessionaire shall maintain an inventory of radios, which shall be made available to RTD for periodic audit. The Concessionaire shall report to RTD immediately the loss or theft of any radio set. Decommissioning and replacement of radios shall be coordinated with RTD. Programming of replacement radios will be performed by RTD.

### 3. SERVICE TASK ORDER PROGRAM

- (a) The Concessionaire shall issue "Service Task Orders" (*STOs*) if the standards set out in Table 3 below are not met. The Concessionaire shall establish and manage a comprehensive program (including an MIS) for compiling and tracking Service Task Orders (the *Service Task Order Program* or *STOP*). [CDRL #10-09]
- (b) Service Task Orders shall be entered and tracked by the Service Task Order MIS application. RTD reserves the right to periodically audit actual performance and Service Task Order response times against the Concessionaire's records and field checks.
- (c) RTD will dispatch reported STOs to the Concessionaire for investigation, confirmation and resolution by the Concessionaire within the prescribed STO Remedy Time set out in Table 3 below. The Concessionaire shall notify RTD promptly of STOs that are reported to it, STOs of which it is aware and STOs that the Concessionaire itself discovers. When the Concessionaire remedies the matter that is the subject of an STO, the Concessionaire shall review the time of completion and compare such time against the relevant STO Remedy Time. If the Concessionaire is not able to address an STO within the relevant STO Remedy Time, *STOP Points* shall be assessed based on the specific issue or incident as provided in Table 3 and in this Section.
- (d) The Concessionaire shall ensure that RTD has a direct input interface for delivery or notice of STOs into the STOP and its management reports, via email or other RTD-approved method.
- (e) If an STO remains unremedied after the relevant STO Remedy Time has been exceeded, STOP Points will be assessed as follows:
- (i) if such STO exceeds the first 12-hour period, then at a rate equal to 125% of the STOP Points provided in Table 3;
  - (ii) if such STO exceeds the second 12-hour period, then at a rate equal to 150% of the STOP Points provided in Table 3;
  - (iii) if such STO exceeds the third 12-hour period, then at a rate equal to 175% of the STOP Points provided in Table 3; and
  - (iv) if such STO exceeds the fourth (and each subsequent) 12-hour period, then at a rate equal to 200% of the STOP Points provided in Table 3.
- (f) If any Service Task Order has not been remedied by the end of the fourth 12-hour period referenced in paragraph (e) above, the Concessionaire shall promptly provide to RTD for its review and approval a plan (a *Remedial Action Plan*) that details the actions that will remedy the cause of the event, the schedule for those corrective actions and the mitigating actions that will be taken to minimize the impact on Passengers. [CDRL #10-10]
- (g) The Concessionaire shall analyze the STOs each month and identify each instance of:

- (i) Systemwide STO Events that have occurred five or more times in any month, and/or ten or more times in any 12-month period; and
  - (ii) Repeated STO Events that have occurred five or more times in any month, and/or ten or more times in any 12-month period.
- (h) The Concessionaire shall promptly prepare a Remedial Action Plan for each occurrence of a Systemwide STO Event described in paragraph (g)(i) above and each occurrence of a Repeated STO Event described in paragraph (g)(ii) above. Each Remedial Action Plan shall be submitted to RTD for its review and approval (not to be unreasonably withheld). Upon RTD receipt and during RTD review, the STOP Points will stop being assessed. If RTD accepts the Remedial Action Plan, only the original STOP Points will be assessed. If RTD finds the Remedial Action Plan unreasonable, STOP Points will resume retroactive to the point that they were suspended when the Remedial Action Plan was submitted for RTD review.
- (i) Failure by the Concessionaire to (i) submit a Remedial Action Plan, (ii) successfully implement the actions described in the approved Remedial Action Plan within the time periods specified therein, or (iii) take interim actions to mitigate the impact on Passengers, shall be considered a Persistent Condition and shall result in the accrual of 10 STOP Points per occurrence, per month.
- (j) The Concessionaire may request, and RTD may, at its sole discretion, excuse, suspend or reduce STOP Points on any STO.

**Table 3 – Service Task Orders, STO Remedy Times and STOP Points**

Service Task Order		STO Remedy Time	STOP Points
Element/Item	Standard		
<b><i>a) Elevators</i></b>			
(i) Availability	At least one elevator functional per required location and in good repair during service hours	2 hours initial response; 12 hours completed repair	5
(ii) Preventative maintenance	All preventative inspections must be completed within the approved intervals specified in the Facility Maintenance Plan	None	5
(iii) Cleanliness and Odor	No overpowering foul odor or heavy litter	4 hours	2
<b><i>b) Rolling Stock</i></b>			
(i) Preventative maintenance	All preventative inspections must be completed within approved intervals specified in the Rolling Stock Maintenance Plan	None	5
(ii) Interior Cleanliness	No heavy litter or significant fluids	1 round-trip	2

<b>Service Task Order</b>		<b>STO Remedy Time</b>	<b>STOP Points</b>
<b>Element/Item</b>	<b>Standard</b>		
(iii) Seats	All seats available and in good condition or, if unavailable, covered	Unavailable seats covered within 1 round-trip; repaired within 24 hours	2
(iv) CCTV cameras and equipment	All installed cameras and equipment function as designed	12 hours	2
(v) Automated Passenger Counter (APC)	All installed devices functioning as intended	24 hours	2
(vi) Graffiti	Major "tags" greater than 12" diameter and all Offensive Graffiti content regardless of size	Area isolated, covered or cleaned within 8 hours	2
<b><i>c) Infrastructure, track and structures</i></b>			
Preventative maintenance	All preventative inspections must be completed within approved intervals specified in the Infrastructure Maintenance Plan	None	5
<b><i>d) Life safety systems</i></b>			
(i) Fire extinguishers and firefighting equipment	Installed equipment available with current inspections	4 hours	5
(ii) Pull boxes	No obstructions at or near fire pull stations	2 hours	5
(iii) Emergency doors and pathways	No obstructions at or near egress paths	2 hours	5
(iv) Fire hydrants	No obstructions at or near fire hydrants, including snow	2 hours	5
<b><i>e) Facility and Stations</i></b>			
(i) Waiting area/shelter	Seating and vertical structures in good repair	12 hours for minor damage; 48 hours for major damage	2
(ii) Litter	No Heavy Litter accumulation	4 hours	2
(iii) Preventative maintenance	All preventative inspections for major system components must be completed within the intervals specified in the Facility Maintenance Plan	None	5
(iv) Graffiti	Major "tags" greater than 12" diameter and all Offensive Graffiti content regardless of size	Area isolated, covered or cleaned within 8 hours	2
(v) Employee relief facility and /or bathroom	No overpowering foul odor or heavy litter	6 hours	2

<b>Service Task Order</b>		<b>STO Remedy Time</b>	<b>STOP Points</b>
<b>Element/Item</b>	<b>Standard</b>		
(vi) CCTV cameras, emergency telephones, and equipment	All installed cameras, emergency telephones, and equipment function as designed	12 hours	2
(vii) Bicycle parking area(s)	Abandoned bicycles	7 days	2
(viii) Signage	Regulatory or directional signage available	24 hours	2
(ix) Platform lighting	No lighting fixtures out or flickering	24 hours	2
(x) Parking lots lighting	No lighting fixtures out or flickering	24 hours	2
(xi) Schedule/maps kiosk	Posted schedule and maps current and in good repair	24 hours	2
(xii) Real-time displays (if installed)	Real time display systems operational	4 hours initial response; 36 hours completed repair	2
(xiii) Parking lots and structures condition	Drive lanes free of obstructions	2 hours	2
(xiv) ADA ramps	Ramps and railings in good repair and maintained in accordance with Law	12 hours for minor damage; 48 hours for major damage	5
<b><i>f) Waste management</i></b>			
(i) Trash bins	No more than 75% full	4 hours	2
(ii) Recycling bins	No more than 75% full	4 hours	2
(iii) Dumpsters	No more than 100% full	8 hours	2
(iv) Rodent control	No visible infestations	24 hours	2
<b><i>g) Snow and ice removal</i></b>			
Stations, ADA ramps, parking lots and structures	Failure to perform in accordance with Snow and Ice Management Plan	2 hours	5
<b><i>h) Fare enforcement</i></b>			
(i) On-board inspection	Failure to perform in accordance with the Fare Inspection Program	2 hours	5
(ii) Weekly fare sweeps	Failure to perform in accordance with the Fare Inspection Program	24 hours	5
(iii) Fare data reporting	Failure to provide weekly report	Per occurrence	2
<b><i>i) Safety</i></b>			
Hazard management	Unacceptable hazard per Concessionaire's hazard identification analysis and resolution process	Corrective Action Plan due upon mutually agreed schedule	5
<b><i>j) Security</i></b>			
(i) Locks	All doors or gates equipped with locks securable	6 hours	2
(ii) Reporting	Failure to provide reports	4 hours overdue	5

**4. MANAGEMENT AND ADMINISTRATION REQUIREMENTS**

**4.1 Management and Administration Plan**

The Concessionaire shall develop a plan (the *Management and Administration Plan*) that describes how the Concessionaire-operated Components shall be managed and supported. The Management and Administration Plan shall be subject to review and approval by RTD. [CDRL #10-11] The Management and Administration Plan shall detail procedures and policies covering:

- (a) Operating Reports;
- (b) Regulatory reports;
- (c) Management Information Systems operation, interfaces and design;
- (d) Passenger complaints and communications;
- (e) Marketing and public relations; and
- (f) Human resources, in each case in accordance with the requirements of this Section 4.

**4.2 Operating Reports**

The Concessionaire shall establish a process for reporting system performance and provide RTD with daily, monthly, quarterly and yearly system operating reports in accordance with the requirements of Table 4.2 (respectively, a *Daily Operating Report*, a *Monthly Operating Report*, a *Quarterly Operating Report* and a *Yearly Operating Report*).

**Table 4.2  
Operating Report Requirements**

Area to be covered	Daily	Monthly	Quarterly	Yearly
<i>a) Operations and dispatch</i>				
(i) On-time performance – by line	X	X	X	X
(ii) Delay cause and duration by incident type	X	X	X	X
(iii) Scheduled and actual Passenger service Car hours and miles (revenue and total)	X	X	X	X
(iv) Passenger counts by Commuter Rail Service (by train and by station)	X	X	X	X
(v) STOP time response against remedy time	X	X	X	X
(vi) Operating pay hours and counts by FTA NTD type and category		X	X	X
(vii) Elevator out-of-service by cause	X	X		
(viii) Unusual occurrences and incidents	X			



<b>Area to be covered</b>	<b>Daily</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Yearly</b>
<b>b) Rolling Stock</b>				
(i) Rolling Stock service dispatch performance	X	X	X	X
(ii) Mean distance between failure	X	X	X	X
(iii) Rolling Stock failure by type	X	X		
(iv) Rolling Stock inspection and maintenance hours		X		X
(v) Long term Rolling Stock out-of-service by cause	X	X		X
(vi) Material/parts out of stock		X		
<b>c) Passenger services</b>				
(i) Passenger complaints/investigations under review	X			
(ii) Passenger complaints by cause	X	X	X	X
<b>d) Track, Signal and Power</b>				
(i) Slow orders – cause, duration and expected relief	X	X		
(ii) Upcoming work and outages – scheduled	X	X	X	X
(iii) Energy consumption by source		X	X	X
(iv) FRA hazards and findings		X		
<b>e) Budget and finance</b>				
Operating expenses by FTA NTD category		X	X	X
<b>f) Safety and Security</b>				
(i) OSHA lost time accidents			X	X
(ii) Security incidents and occurrences by type	X	X	X	X
(iii) Fare verification warnings, citations and ejections	X	X	X	X
(iv) Employee injuries by type	X	X	X	X
(v) Fare evasion rates		X	X	X
(vi) Passenger injuries by type	X	X	X	X
(vii) Passenger claims under review		X		

### 4.3 Regulatory Reports

The Concessionaire shall comply with all regulatory reporting requirements of any Relevant Authority and shall provide to RTD sufficient regulatory reporting information for RTD to obtain State or Federal operating subsidies and to meet the prevailing FTA National Transit Database reporting requirements.

### 4.4 Management Information Systems

- (a) The Concessionaire shall develop and provide a comprehensive MIS plan to support the records and operating requirements specified herein. The Concessionaire shall specify the systems, interfaces and access requirements of its proposed network in its Management and Administration Plan.
- (b) All MIS shall comply with APTA Transit Communications Interface Profiles standards to ensure interoperability and exchange with RTD systems to the greatest extent practicable.
- (c) The MIS shall include a fully-featured relational data base system to monitor and manage operation of the Concessionaire-operated Components. The Concessionaire shall record train trip information, including information about train movements, train number, date, car numbers, crew members, scheduled and actual arrival and departure times by station and other key time locations (such as interlockings), detailed delay information and causes, trip origin and destination stations, trip mileage and number of passengers carried. This system shall have real-time automatic data feeds for a train tracking application used to determine schedule adherence at key locations and will retrieve and verify daily trip level data from Automatic Passenger Counters installed on each Car. This system is required in order to collect and process data needed for the calculation of the Service Payments.
- (d) The MIS shall include a fully-featured relational database system to monitor and manage inspection and maintenance of Concessionaire-operated Components, infrastructure and major assets. This system shall be used to perform activities including but not limited to:
  - (i) maintaining an inventory of each facility component of the Concessionaire-operated Components with a unique identifying number and digital photograph, where applicable;
  - (ii) recording required tests and inspections;
  - (iii) recording preventative, predictive and corrective maintenance activities;
  - (iv) scheduling and control of predictive, preventative, and corrective maintenance programs and associated labor and materials;
  - (v) issuing work orders and purchase orders, including Service Task Orders;
  - (vi) issuing status and repair reports for infrastructure components;

- (vii) retaining a minimum of ten years' worth of information on predictive, preventative and corrective maintenance for each major installed component to produce and analyze trends;
  - (viii) recording information necessary for warranty administration; and
  - (ix) downloading and transferring to RTD raw format APC data from each car on a daily basis. RTD will process the data into standard reports, consistent with those currently prepared for bus and light rail operations. These reports will be made available to the Concessionaire in a timely manner.
- (e) The MIS will include a fully-featured relational data base to track, monitor and manage stations, facilities, Rolling Stock and security and to dispatch Service Task Orders.
- (f) The MIS shall cover, at a minimum:
- (i) human resources and payroll, including training and qualifications;
  - (ii) purchasing and SBE participation;
  - (iii) crew and train scheduling;
  - (iv) train dispatching and power management;
  - (v) engineering;
  - (vi) communications, including radio dispatch systems and integration;
  - (vii) safety and security;
  - (viii) customer service;
  - (ix) Rolling Stock-installed Automated Passenger Counters and data transfer to RTD;
  - (x) quality assurance and quality control;
  - (xi) facility, Rolling Stock and Service Task Order dispatching and response tracking;
  - (xii) mechanical and Rolling Stock maintenance, including manuals;
  - (xiii) material, stock room and warranty management, including illustrated parts manuals;
  - (xiv) permits and licenses, including environmental compliance requirements; and
  - (xv) asset management and registers.

#### 4.5 **Passenger Complaints and Communications**

- (a) RTD shall be responsible for the coordination and distribution of service complaints and communications, travel planning services and printed material related to the Concessionaire-operated Components. The Concessionaire shall have access to the RTD Passenger Complaint system. RTD shall manage the Passenger contact process.
- (b) The Concessionaire shall maintain a dedicated point of contact for RTD for issues that require immediate or escalated priority resolution.
- (c) Complaints, concerns, suggestions or commendations received by RTD or by the Concessionaire shall be forwarded to the Concessionaire. The Concessionaire must investigate and report its findings, if any, to RTD within nine working days of transmittal. The Concessionaire must provide RTD with a summary of the disposition of the complaint, including any action taken. Copies of the Concessionaire's response shall be provided and/or posted in RTD's customer service correspondence tracking MIS or an alternative approved by RTD.
- (d) The Concessionaire shall post RTD hotline information for Passenger complaints prominently throughout the Concessionaire-operated Components and shall encourage Passengers to report issues about stations or trains to RTD via the RTD hotline. Passenger complaints may be of such a serious nature that it becomes necessary for RTD to contact the Concessionaire directly. The Concessionaire must respond to these calls on the same Business Day.
- (e) The Concessionaire is obligated to report complaints, concerns, suggestions and commendations relating to the Concessionaire-operated Components that are received directly from Passengers to RTD within 24 hours.
- (f) RTD and the Concessionaire shall log all Passenger complaints pertaining to vehicles and/or facilities into the Concessionaire's designated Service Task Order MIS system and each such complaint shall, if appropriate, generate a Service Task Order.
- (g) The Concessionaire shall tag lost articles which are found on the Concessionaire-operated Components with relevant information (including the day, route, description of the article, the owner's name (if available), and the finder's name (if available)) and deliver such articles to the nearest RTD Lost and Found office by 11:00 AM Monday through Friday for articles lost on the previous day.

#### 4.6 **Marketing and Public Relations**

RTD shall have primary responsibility for the promotion of the Commuter Rail Services. The Concessionaire shall cooperate with RTD for the public outreach and marketing of the Commuter Rail Services and shall support RTD's public relations efforts related to the Commuter Rail Services, as further described below.

##### 4.6.1 **Public Relations and Tours**

The Concessionaire shall designate an authorized staff member whose responsibilities shall include public relations coordination with RTD. This shall include general inquiries about the

Commuter Rail Services, requests for information about the Commuter Rail Services, and requests for authorized tours of the Concessionaire-operated Components. RTD shall coordinate inquiries and tour requests with the Concessionaire, providing at least seven days' notice. The Concessionaire shall be responsible for managing safety protocols during these tours.

#### 4.6.2 **Media Relations**

Any news media inquiries received by the Concessionaire regarding the Concessionaire-operated Components shall be forwarded to RTD immediately upon receipt. The Concessionaire shall designate an individual who is authorized to speak to the media on behalf of the Concessionaire should such a resource be determined to be needed by RTD.

#### 4.6.3 **Public Meetings**

If the Commuter Rail Services and/or the Concessionaire-operated Components are the primary topic of discussion at Board or public meetings, RTD shall take reasonable steps to notify the Concessionaire in advance of these meetings and of the particular concerns which may be expressed. The Concessionaire shall make reasonable effort to attend the meetings and shall directly respond to relevant comments or questions as best it can and shall submit to RTD within seven days a plan to address the issues discussed.

#### 4.6.4 **Operation Lifesaver Program**

The Concessionaire must provide an adequate number of Operation Lifesaver Program-qualified instructors who shall offer Operation Lifesaver Program training to the public (including "train the trainer" programs), public safety officials, teachers, community groups and others as required by RTD.

#### 4.6.5 **Printed Materials**

RTD shall print and distribute timetables for revenue services operated by the Concessionaire at its own cost. The Concessionaire shall maintain inventory control and notify RTD when there is need for additional timetables prior to depletion of supply. Timetables shall be reused whenever possible to avoid waste. RTD shall provide "new" timetables in advance of a schedule change, with new timetables placed on the appropriate routes not less than one week and not more than two weeks before the schedule change goes into effect. The Concessionaire shall remove from circulation and recycle outdated timetables.

#### 4.7 **Advertising**

- (a) RTD reserves the right to place advertising in or on any of the Concessionaire-operated Components and to receive advertising revenues.
- (b) The Concessionaire shall install, maintain and replace carborne advertising materials provided by RTD or its advertising company. The Concessionaire and RTD shall mutually develop a schedule for the installation of new carborne advertising not to exceed one update per every seven calendar days.
- (c) The Concessionaire shall permit reasonable access by RTD's advertising company for the purposes of installing and/or maintaining stationary advertising on the Concessionaire-

operated Components. Should RTD wish to place advertising in station locations that cannot be accessed without the benefit of "Roadway Worker Protection", the Concessionaire shall install and maintain such advertising for RTD.

- (d) The Concessionaire shall not affix and shall not permit to be affixed to or distributed on any car or facility any other advertising, political or other printed or published material, and shall not utilize or permit to be utilized any loud speaker or other device for the purpose of advertising or other similar communication other than as required by this Agreement or directed by RTD.

#### 4.8 **Human Resources**

The Concessionaire shall provide a coordinated and comprehensive Human Resources function (the *Human Resources Plan*) [CDRL #10-12] consistent with its Operating Plan and Management and Administration Plan. The Human Resources Plan shall, at a minimum:

- (a) identify in detail the numbers and categories of staff planned to be utilized for the performance and management of its operations, maintenance and administration functions;
- (b) provide policies on employment practices, work environment, attendance, and related topics;
- (c) provide organizational charts, specific job descriptions, and provide job codes, titles and compensation rates; and
- (d) provide hiring, promotion, return-to-service, termination standards and qualification requirements, including employment verification and criminal background checks as allowed by Law.

##### 4.8.1 **Training and Competency Testing**

- (a) The Concessionaire shall implement an annual program for personnel training and competency testing for workforce compliance requirements, including its security and other Subcontractors. RTD shall review and concur with or request changes to this testing program.
- (b) The Concessionaire shall provide its personnel, designated contractors and relevant other commuter rail personnel with sufficient training and re-training, including formal written examinations, to assure such personnel's capability to safely discharge their duties in accordance with relevant rules and regulations.

##### 4.8.2 **Employee Removal**

- (a) Promptly upon the written demand of RTD, the Concessionaire shall remove any employee(s) from service and/or property whom RTD considers unsuitable. The employee(s) shall have a Concessionaire-defined appeal process available. In the event that RTD does not consider the appeal adequate, the Concessionaire shall not reinstate any removed employee to any RTD service without RTD's prior written approval.

- (b) The Concessionaire shall secure workplace materials, uniform items, pass and company identification and any company issued tools, computer access, keys or security items promptly at the time of removal of the relevant employee. The Concessionaire shall report any failure to comply with this requirement to RTD.
- (c) The Concessionaire shall undertake employment-related termination action with the greatest tact, respect and dignity for the affected party that it can reasonably offer under the circumstances and Law. The Concessionaire shall take reasonable subsequent protective actions for the workplace against possible retaliation by any terminated employee.

#### 4.8.3 **Records Retention**

- (a) The Concessionaire shall keep and maintain adequate personnel records for such periods as are required to comply with applicable Law, Good Industry Practice and the requirements of Relevant Authorities. The Concessionaire shall make such records available to RTD on request and provide them to RTD in their entirety after an employee's termination or separation.
- (b) Such records shall include:
  - (i) Concessionaire personnel lists, including each employee's name, employee number, and badge number (where applicable);
  - (ii) hire dates;
  - (iii) wage and benefit records as to Concessionaire personnel engaged in providing the O&M Services; and
  - (iv) the records of Concessionaire personnel regarding drug and alcohol testing, competency tests, qualifications, training, and criminal violations that directly relate to the performance of the O&M Services as allowed by Law.
- (c) The Concessionaire shall provide the relevant records of terminated or separated employees to RTD after termination or separation to ensure coordination for possible rehire or permissible restriction for other RTD divisions or its contractors.

#### 4.8.4 **Substance Abuse Policies**

- (a) The Concessionaire shall develop and adopt substance abuse policies and random testing protocols that comply with Law. In the event that different substance abuse requirements overlap, the more stringent requirement shall apply.
- (b) The Concessionaire shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 219, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 219 and review the testing process. The Concessionaire shall certify its compliance with 49 CFR Part 219 before December 31 of every year and submit the MIS reports not later

than February 15th of every year to the Substance Abuse Testing Coordinator for RTD or other designated RTD officer.

- (c) To certify compliance, the Concessionaire shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- (d) The Concessionaire shall implement and require the implementation of pre-employment substance/drug screening of applicants. Such testing, at a minimum, shall satisfy the requirements of the FRA or other relevant agency regulated drug testing protocol, and be performed at a facility approved by RTD. Any confirmed positive test resulting from this screening shall cause the applicant to be rejected by the Concessionaire.

#### 4.8.5 **Employee Appearance and Conduct**

- (a) The Concessionaire shall prescribe uniforms for employees that are appropriate to their positions. The uniforms shall be approved by RTD. The Concessionaire's employees interfacing with the public shall wear the prescribed uniform when on duty, and shall maintain a professional appearance and demeanor when in uniform.
- (b) The Concessionaire staff shall at all times comply with the Customer Service Standards set out in the Rule Book.
- (c) The Concessionaire shall establish employee conduct standards, disciplinary procedures and policies pertaining to violations of the Rule Book. RTD shall approve these standards and policies [CDRL #10-13].

#### 4.8.6 **Employee Transportation Pass Program**

- (a) RTD shall issue to the Concessionaire's employees and other individuals identified by the Concessionaire as performing services under this Attachment 10 on its behalf an RTD employee transportation pass in accordance with the RTD employee transportation pass program. Individuals in possession of an RTD employee transportation pass may travel on the RTD transit system at no cost, provided that the transportation pass is presented upon request for or for proof of fare payment. RTD personnel and RTD-approved parties may travel on revenue service trains for no charge, **provided** that the transportation pass is presented on request for fare inspection.
- (b) Transportation pass travel and its use for personal travel shall follow terms and conditions approved by RTD. The Concessionaire shall bear any tax consequences resulting from this privilege for its employees.

#### 4.8.7 **Whistleblower Protection**

The Concessionaire shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a Relevant Authority, where the employee believes the information discloses a violation or a noncompliance with applicable Law, nor shall the Concessionaire retaliate against an employee for taking such action.



## 5. MAINTENANCE REQUIREMENTS

### 5.1 Responsibility

The Concessionaire shall maintain each element of the Concessionaire-operated Components, including Rolling Stock, stations, track, signaling equipment, grade crossing equipment, communications equipment, buildings and structures in accordance with the requirements specified herein.

Subject to the requirements of Attachment 22 (*Railroad Agreements*), maintenance responsibility for each Site, with regard to the parallel Railroad, shall be as specified below.

- (a) On the NWES, between DUS and Pecos junction, the Concessionaire shall maintain all grade crossings and all facilities within the commuter rail fenced corridor, including the fencing. Between Pecos junction and South Westminster station, the Concessionaire shall maintain all facilities within the commuter rail fenced corridor, including the fencing and commuter rail grade crossing equipment between the tracks and the commuter rail crossing equipment house.
- (b) On the Gold Line, between Sheridan Boulevard and Ward Road, the Concessionaire's maintenance responsibility shall include upkeep of the entire width and all elements of the RTD-owned right-of-way, with the exception of the BNSF trackwork and insulated joints. Between Pecos junction and Sheridan Boulevard, the Concessionaire shall maintain grade crossing equipment on the commuter rail side of the corridor and all facilities within the commuter rail fenced corridor, including the fencing and any Corridor Protection Barriers.
- (c) In accordance with the applicable Railroad Agreement included in Attachment 22 (*Railroad Agreements*) a joint facilities group will be established with representatives from BNSF, RTD and the Concessionaire in order to coordinate operations and maintenance activities in the shared corridor.
- (d) On the East Corridor, the Concessionaire shall maintain grade crossing equipment on the commuter rail side of the corridor and all facilities within the commuter rail fenced corridor, including the fencing and any Corridor Protection Barriers.

### 5.2 Maintenance Program

- (a) The Concessionaire shall develop and administer an integrated program to inspect, service, clean, repair, upgrade and maintain the Concessionaire-operated Components, in accordance with or exceeding OEM maintenance and warranty standards, directives of the FRA or other Relevant Authorities, and the prevailing industry best practices as defined by the APTA Manual or any successor to APTA.
- (b) The Concessionaire shall maintain trackwork used for revenue service to FRA Class 4 standards (as defined in 49 CFR 213.9) or better. The Concessionaire shall maintain trackwork not used in revenue service to FRA Class 1 standards (as defined in 49 CFR 213.9) or better.

### 5.3 Rolling Stock, Facility & Infrastructure Maintenance Plan

The Concessionaire-operated Components shall be managed and maintained in accordance with an integrated plan (the *Rolling Stock, Facility and Infrastructure Maintenance Plan* or *RSFIMP*) prepared, submitted and updated by the Concessionaire [CDRL #10-14]. The RSFIMP shall describe in detail the Concessionaire's maintenance program, including:

- (a) reliability and maintainability requirements for the fleet and fixed assets on the Concessionaire-operated Components;
- (b) the maintenance and inspection functions and frequencies required;
- (c) the personnel or Subcontractors that shall perform those functions;
- (d) the quality control and monitoring system; and
- (e) compliance with and support of the Concessionaire's Sustainability Plan.

The RSFIMP shall include procedures, standards, frequencies and schedules for the performance of maintenance functions related to the Concessionaire-operated Components and shall describe how the Concessionaire will exercise its responsibility for the timely and consistent maintenance of stations, platforms, station amenities, storage facilities, vehicle maintenance facilities, Rolling Stock, parking surfaces and structures, landscaping, elevators, mechanical, electrical and life safety systems in accordance with the Agreement.

The RSFIMP shall be divided into the following sections:

- (i) Rolling Stock Maintenance Plan;
- (ii) Facility Maintenance Plan; and
- (iii) Infrastructure Maintenance Plan.

#### 5.3.1 Rolling Stock Maintenance Plan

The *Rolling Stock Maintenance Plan* shall describe:

- (a) all OEM and supplier specifications and requirements;
- (b) daily maintenance and inspection program;
- (c) programmed life cycle maintenance – periodic inspections and maintenance;
- (d) running repair and corrective maintenance;
- (e) heavy repairs;
- (f) periodic overhaul(s);
- (g) Rolling Stock;

- (h) manuals, training and engineering bulletins;
- (i) material supply chain, warranty and unit repair program;
- (j) quality management program; and
- (k) tools and diagnostic equipment, including a calibration program.

### 5.3.2 Facility Maintenance Plan

- (a) The *Facility Maintenance Plan* [CDRL #10-15] shall describe the facility maintenance activities for the Concessionaire-operated Components and shall comply with applicable Law, including OSHA regulations, as well as the following standards and requirements:
  - (i) buildings, building systems and public facility systems shall be maintained in accordance with the manufacturer's specifications and the industry standards described below;
  - (ii) mechanical systems shall be maintained in accordance with the standards of the American National Standards Institute and American Society of Heating, Refrigerating and Air-Conditioning Engineers;
  - (iii) fire systems shall be maintained in accordance with the standards of the National Fire Protection Association as well as any applicable Law;
  - (iv) electrical systems shall be maintained in accordance with the standards of the National Fire Protection Association and National Electric Code as well as any applicable Law;
  - (v) plumbing systems shall be maintained in accordance with the standards of the International Plumbing Code as well as any applicable Law;
  - (vi) windows shall be maintained in accordance with ANSI/IWCA I-14.1, Window Cleaning Safety Standard, issued by the International Window Cleaners Association; and
  - (vii) buildings shall be maintained in accordance with the standards of the National Fire Protection Association, Life Safety Code and the International Energy Conservation Code.
- (b) The Facility Maintenance Plan shall define the facility maintenance activities for the Concessionaire-operated Components, including:
  - (i) daily systems maintenance and inspection program for major facility systems (HVAC, electrical, plumbing, safety);
  - (ii) programmed life cycle maintenance of major component systems (e.g. roofing, HVAC, electrical);
  - (iii) repair and corrective maintenance service contracts;

- (iv) station and parking management;
  - (v) Snow and Ice Management Plan;
  - (vi) security and access control systems;
  - (vii) rehabilitation and reconditioning;
  - (viii) emergency response and system recovery; and
  - (ix) Service Task Order tracking and dispatching.
- (c) The Concessionaire's **Facility Maintenance Program** shall address likely and high impact system failures and emergencies and planned management response to such incidents, define contingent operating modes and establish operational guidelines for returning safely to normal operations. The Facility Maintenance Program shall designate sufficient qualified maintenance personnel as well as equipment to respond to such failures.
- (d) The Concessionaire shall maintain the Concessionaire-operated Components facilities in accordance with the Facility Maintenance Program. The Facility Maintenance Program shall include preventative maintenance schedules, a policy for scheduling and prioritizing repairs, a policy for handling emergency responses, and scheduling of custodial cleaning and landscape/grounds maintenance. At a minimum, the Facility Maintenance Program shall address the following areas:
- (i) details and facts describing the facilities;
  - (ii) environmental compliance;
  - (iii) potential hazardous conditions/events;
  - (iv) management plan for mitigation;
  - (v) energy management system;
  - (vi) fire protection system;
  - (vii) plumbing system;
  - (viii) electrical system;
  - (ix) emergency generator system;
  - (x) elevator system;
  - (xi) natural gas system;
  - (xii) heating, ventilating and air conditioning system;

- (xiii) TES;
- (xiv) hot water heat;
- (xv) vehicle hoist/general lifting system;
- (xvi) plant air system;
- (xvii) engine exhaust system;
- (xviii) fueling and other fluid dispensing and storage systems;
- (xix) waste oil system;
- (xx) vehicle wash system;
- (xxi) fuel storage tanks;
- (xxii) overhead doors;
- (xxiii) safety and training;
- (xxiv) emergency operations; and
- (xxv) maintenance organization and staffing, including organization structure, responsibility description, departmental staffing requirements and organization chart(s).

### 5.3.3 **Infrastructure Maintenance Plan**

- (a) The *Infrastructure Maintenance Plan* shall address, at a minimum, the following topics:
  - (i) periodic infrastructure inspection and testing;
  - (ii) rail grinding and profiling;
  - (iii) rail and fastener replacement;
  - (iv) tie replacement;
  - (v) grade crossing inspection, maintenance and renewal;
  - (vi) drainage culvert and channels;
  - (vii) fencing and access control;
  - (viii) signal failure reduction program;
  - (ix) train control system and signal inspection, maintenance and renewal;
  - (x) switch inspection, maintenance and renewal;

- (xi) bridge inspection, maintenance and renewal;
  - (xii) traction electrification system inspection, maintenance and renewal;
  - (xiii) power distribution system inspection, maintenance and renewal;
  - (xiv) embedded track maintenance and renewal (if any); and
  - (xv) communication conduits and related fixtures.
- (b) The Infrastructure Maintenance Plan shall include a comprehensive maintenance and inspection program for the train control and communication systems. The Infrastructure Maintenance Plan shall be consistent with the specifications for these systems provided in Part B (*Infrastructure Requirements*) of Attachment 7 and shall include:
- (i) frequency and test protocols for systems;
  - (ii) malfunction reporting requirements;
  - (iii) corrective action requirements;
  - (iv) replacement and equipment overhaul requirements; and
  - (v) false proceed reporting and corrective action requirements.
- (c) The Infrastructure Maintenance Plan shall include a comprehensive maintenance and inspection program for grade crossings. Grade crossing warning systems shall be maintained in accordance with the applicable sections of the Manual on Uniform Traffic Control Devices (published by the USDOT Federal Highway Administration and incorporated by reference under 23 CFR Part 655, Subpart F) or its successor.

#### 5.4 Rolling Stock Maintenance

The Concessionaire shall maintain its Rolling Stock in a condition appropriate to its age and consistent with the general appearance of the RTD transit network. This maintenance shall meet or exceed safety and maintenance requirements of Relevant Authorities including FRA and the standards of APTA and the OEM.

##### 5.4.1 Compliant Cars

Each Car entering into revenue service shall comply with the mechanical and Passenger environment standards defined in Table 5.4.1 (each such Car, a *Compliant Car*).

Cars operating in revenue service shall meet the mechanical standards defined in Table 5.4.1 at all times, and the Concessionaire shall remedy any defects within the prescribed periods set forth in Table 5.4.1.

Failure to remedy mechanical defects within the prescribed periods set out below shall result in the relevant Car ceasing to be a Compliant Car, including for the purposes of calculating Rolling

Stock Availability in accordance with Attachment 11 (*Service Payments*), until such Car is returned to such a condition that it is a Compliant Car.

Car defects with respect to Passenger environment standards that arise during revenue service shall, if not remedied within the relevant STO Remedy Time, result in the accrual of STOP Points in accordance with Section 3 (*Service Task Order Program*).

**Table 5.4.1  
Compliant Car Standards**

<b>Mechanical standards:</b>			
<b>Area:</b>	<b>Dispatch standard:</b>	<b>En route defect remedy period</b>	<b>En route action required</b>
a) Cab and FRA systems	All controls, monitors and FRA-required systems (brakes, lights, interlocks, etc.) available	None	Remove from service within FRA timeframes
b) Passenger Doors	All platform doors available	1 round-trip	Isolate door; swap or fix equipment
c) Life safety systems	All available and functional, including emergency lighting	None	Remove from service
d) HVAC	Ambient temperature and humidity operating within car design standard	1 round-trip	Swap or fix equipment
e) Interior lighting	All primary lights on with none flickering	Next peak period	Swap or fix equipment
f) Windows	No etchings, cracks, or clouded glass (Major is crack greater than 4")	Minor: 24 hours Major: None	Minor: Swap or fix equipment Major: Remove from service
g) Panels and lockers	All service cabinet, panels and compartment access doors secured	1 round-trip	Secure and isolate car; swap or fix equipment
h) Stanchions and internal fittings	Secure and presenting no hazard to Passengers	Poles: None Straps: Next service day	Poles: Isolate car, swap at terminal Straps: Remove
i) ADA systems	Tie-down area and straps available	1 round-trip	Swap or fix equipment
	Communication/assist request button	1 round-trip	Swap or fix equipment
j) Passenger information systems	Automated Passenger Counters fully functioning	Next peak period	Swap or fix equipment
	Destination and run number signs fully functioning	Next peak period	Swap or fix equipment
	Speakers – interior and exterior	Next peak period	Swap or fix equipment

<b>Passenger environment standards:</b>	
<b>Area:</b>	<b>Dispatch standard</b>
k) Interior Cleanliness	No heavy litter or significant fluids
l) Exterior Cleanliness	No heavy dirt or dust (except if exterior washing is not permitted by local water resource regulations or not viable due to weather conditions)
m) Floors	No gum; floors reasonably clean
n) Seats	All seats available and in good condition
o) Graffiti	No graffiti larger than 3 inches in maximum diagonal dimension

#### 5.4.2 Pre-Departure Inspection

- (a) The Concessionaire shall develop and submit to RTD for review and approval a pre-departure inspection protocol to verify compliance with Section 5.4.1. [CDRL #10-16] This inspection shall be used by the Concessionaire to qualify each Car for dispatch into revenue service. The Concessionaire shall base the protocol on the APTA Manual provisions regarding pre-departure inspection protocols.
- (b) In the case of Rolling Stock being operated continuously from one calendar day to the next without returning to the CRMF, the Cars shall be subjected to a pre-departure inspection by the Concessionaire at a terminal location within 24 hours of its previous pre-departure inspection.

#### 5.4.3 Car Cleaning Standards

- (a) Cars shall be cleaned in accordance with Good Industry Practice, including daily and periodic detail cleaning of the interior and exterior, and so as to keep Rolling Stock in compliance with the requirements of Section 5.4.1. The Concessionaire's Sustainability Plan shall describe solid waste, recycling and hazardous material handling procedures.
- (b) In the event that local environmental requirements dictate a limitation or suspension of exterior cleaning (e.g., water use restrictions or bans), the Concessionaire shall be excused from performance requirements related to exterior cleaning of the car body. The Concessionaire shall spot wash the exterior of windows if allowed by Relevant Authorities during this period.

#### 5.5 Delay Event Exclusions

- (a) The Concessionaire shall not be responsible for delays and revenue service interruptions due to the circumstances set out in Table 5.5 (*Delay Event Exclusions*), provided that any such disruption which is not rectified within the time stipulated in, or in a manner consistent with, the approved Operating Plan, shall be deemed not to have been caused by a Delay Event Exclusion and shall be taken into account in the calculation of the Availability Ratio in accordance with Attachment 11 (*Service Payments*).



- (b) Delays and revenue service interruptions shall be assumed to be the Concessionaire's responsibility until it can be demonstrated to RTD's satisfaction that any such delay or interruption qualifies as a Delay Event Exclusion.

**Table 5.5 – Delay Event Exclusions**

Delay Description	Delay Event Exclusion
<b>a) General Delays</b>	
(i) Force Majeure Events	All
(ii) Derailment	If caused solely by a third party
(iii) Grade Crossing Accident	If accident not caused by Concessionaire's equipment or violation of operating rules
(iv) Other Train Conflict	If a passenger or freight train is disabled or its operation fouls RTD service
(v) Dispatcher Error	If dispatching is conducted by a third party, such as a freight railroad
(vi) Communications Failure	If caused solely by a third party or RTD radio network failure
(vii) Third Party Contractor Work	If delay is within an RTD approved work period
(viii) Approved Maintenance, Engineering and Inspections during track outage work periods	If delay is within an RTD approved work period
(ix) Utility Failure – Telephone	If caused solely by a third party
(x) Utility Failure – Electric	If caused solely by a third party
(xi) Utility Failure – Water	If caused solely by a third party
(xii) Hazardous Material Spill	If caused solely by a third party
(xiii) Police/Fire Department/Medical Activity	All
(xiv) FRA conducted or required tests	If the Concessionaire has provided prior notification to RTD and is in compliance with its operating plan
(xv) Vandalism	If caused by a third party, provided the Concessionaire has taken reasonable actions to prevent said vandalism
(xvi) Obstruction in Right of Way or grade crossing	If caused solely by a third party
(xvii) Passenger Initiated Emergency Stop	All
(xviii) Trespass	If reported to law enforcement
(xix) Passenger-Related	If Passenger is injured or sick

Delay Description	Delay Event Exclusion
	(not caused by any violation by Concessionaire of Operating Rules or Rules of Conduct)
(xx) Passenger-Related	Unruly Passenger in RTD's determination – if police notified
(xxi) Passenger-Related	Special Situation in RTD's determination – report required
(xxii) RTD Direction	If RTD requested
(xxiii) Slippery Rail due to leaves	If in relevant season (so long as train has sand and functioning sanders)
<b>b) Delays Resulting from Engineering Performance</b>	
(i) Damaged Rail	If caused by a third party
(ii) Detector Devices	If detector maintained by a third party malfunctions
(iii) Automatic Highway Crossing Warning System (AHCWS) Malfunction	If caused by high winds or excessive road salt
(iv) Train control system power supply failure	If caused by a third party
<b>c) Transportation Crew and Dispatcher-Related Delays</b>	
(i) Tests and Observations	If caused solely by a third party or conducted in accordance with regulations
(ii) Handicapped Passenger	In RTD's determination, special situation only – report required
(iii) Other railroad crew	If other railroad crew did not follow the instructions of the Concessionaire or follow GCOR.
<b>d) Operating Impact from Previous Delay – Assign to root cause of original delay</b>	
(i) Bus Connections	If root cause was a Delay Event Exclusion
(ii) Train shuttle operation	All
(iii) Crew (Plug Crew) Swap	If root cause was a Delay Event Exclusion
(iv) Late Train Ahead	If root cause was a Delay Event Exclusion
(v) Late Turn	If root cause was a Delay Event Exclusion
(vi) Meet Late Train	If root cause was a Delay Event Exclusion
(vii) Track Warrant/Train Order Copy/Delivery	If root cause was a Delay Event Exclusion
(viii) Run Wrong Iron/Routing irregularity	If root cause was a Delay Event Exclusion
(ix) Late Train	If root cause is assisting train disabled under a Delay Event Exclusion

## 5.6 Rolling Stock Maintenance Engineering

Using qualified staff, the Concessionaire shall perform a Rolling Stock maintenance engineering function (the *Maintenance Engineering Function*), the responsibilities of which include:

- (a) organizing and directing engineering work in support of vehicle maintenance, rail maintenance and facility maintenance;
- (b) conducting reliability and performance studies;
- (c) evaluating Rolling Stock/equipment design and availability;
- (d) providing technical guidance to the mechanical instruction program;
- (e) developing and revising technical requirements and specifications, operating and maintenance instructions, and preventative maintenance programs for Rolling Stock, shops and equipment;
- (f) managing and controlling Cars and equipment configuration, and developing and designing changes to upgrade Cars, systems and equipment;
- (g) administration, oversight and qualification of mechanical procurements, including component systems;
- (h) component engineering and rogue unit identification and isolation;
- (i) support for the Concessionaire's quality assurance and quality control programs;
- (j) reviewing and responding to hazards identified by relevant regulatory bodies, including the FRA and Colorado PUC; and
- (k) cooperate in signal violation incident investigation, including downloading relevant vehicle performance history.

## 5.7 O&M Record Documents

The O&M Record Documents shall be kept (in native electronic file format and in other approved electronic file format or hard copy) at the Concessionaire's offices, manufacturing plant and each job site during the Operating Period. The Concessionaire shall provide RTD and the Relevant Authorities with access to the O&M Record Documents for review and audit immediately upon request.

## 5.8 O&M Quality Management Plan

- (a) The Concessionaire shall submit to RTD a plan (the *O&M Quality Management Plan*) for those elements of the Concessionaire-operated Components utilized during the Operating Period. The O&M Quality Management Plan is a separate and distinct document from the Quality Management Plan for the Design/Build Period.

- (b) The O&M Quality Management Plan shall be submitted to RTD at least six months prior to, and approved by RTD at least 90 days prior to, the anticipated first Revenue Service Commencement Date [CDRL #10-17]. The O&M Quality Management Plan shall be in accordance with ANSI/ISO/ASQ 9001-2008 (or latest version) as appropriate for the provision and maintenance of O&M service.
- (c) Maintenance of ISO registration during the Operating Period is not required.

### 5.9 Tools and Diagnostic Equipment

Tools and equipment that require precision in their prescribed use shall be calibrated, including torque wrenches, meters, gauges, and test equipment. The Concessionaire shall develop its tool calibration and certification program as part of its supply chain and quality assurance program. Such quality assurance program shall be consistent with the APTA Manual and NIST requirements.

### 5.10 Supply Chain Management

- (a) The Concessionaire shall develop, manage and provide an integrated supply chain operation. This function shall support the requirements of the Operating Plan, and its quality management program.
- (b) The supply chain function shall support the asset register requirements in Section 29.10 (*Asset Registers*) of the Agreement. The Concessionaire shall update the Asset Register consistent with the requirements of the Concessionaire's quality plan and of any Relevant Authority.
- (c) The Concessionaire shall integrate its supply chain operation into the Concessionaire's Sustainability Plan. The Concessionaire shall perform recycling, waste stream management, material specifications and Hazardous Material reclamation in accordance with the Concessionaire's Sustainability Plan.

### 5.11 Facility and Station Maintenance

The Concessionaire shall maintain the Concessionaire-operated Components facilities including facilities, warehousing, indoor and outdoor storage, stations, driver's kiosks, elevators cars, platforms, shelters and parking surfaces and structures in a decent, safe and sanitary condition. The Facility Maintenance Plan shall provide the standards and requirements for maintaining each of these facilities, including the facility cleaning requirements set out in Table 5.11.1.

5.11.1 Facility and Station Cleaning

**Table 5.11.1 – Facilities and Station Cleaning Requirements**

ID	Daily	Weekly	Monthly
<b>a) All Facilities</b>			
	Pick up and remove litter Empty trash and recycling receptacles Clean and stock restrooms, as applicable Remove and sanitize human/animal waste, beverage and food spills Mop floors (spot power wash in exterior locations) Vacuum carpeted areas Remove or paint over graffiti	Dust interior surfaces	Shampoo carpeting if needed Power wash exterior facilities and amenities if needed
<b>b) Stations</b>			
	Pick up and remove litter Empty trash and recycling receptacles Remove or paint over graffiti	Clean by washing, wiping dry and polishing glass, furniture, signs, lights, miscellaneous apparatus, and surfaces. Remove fallen leaves (seasonal)	Clean shelter roofs. Perform vegetation control
Pressure wash station platforms and the underside and tops of canopies at least semi-annually or more frequently as necessary to maintain in a condition appropriate for its age.			
<b>c) Parking Lots</b>			
	Pick up and remove litter Remove or paint over graffiti		Sweep clean. Remove fallen leaves (seasonal) Perform vegetation control

ID	Daily	Weekly	Monthly
<b>d) Employee facilities and/or relief points</b>			
	Pick up and remove litter Empty trash and recycling receptacles Clean toilet and restock supplies	Wash floor	Power wash floor and wall tiles.
<b>e) Track and Structures</b>			
	Remove debris Remove or paint over graffiti	Visual inspection and removal of heavy debris	Pick up litter & remove debris. Perform vegetation control (quarterly)

**5.11.2 Landscaping and Vegetation Control**

- (a) The Concessionaire shall provide a comprehensive plan for performing landscaping work throughout the Commuter Rail Network in accordance with Attachment 7 (*Design, Construction and Rolling Stock Requirements*) and the requirements of this Section 5.11.2. Landscaping shall be maintained to ensure a neat and attractive in appearance. Vegetation shall be controlled to ensure that it does not obscure the visibility of signals, grade crossings, station platforms, and signs. Vegetation shall be controlled to ensure that it does not overhang or potentially interfere with the traction electrification system and supports. Walkways and track areas including areas within the track clearance envelope shall be kept free of vegetation. Trees shall be tended to prevent branches from falling on the tracks or power systems.
- (b) Landscape areas, plant material, trees shrubs, flowers and sod shall be provided necessary nourishment, water, cultivation and trimming to establish and sustain healthy, vigorous growth and industry standard appearance throughout the natural life of the plantings. Dead and dying plant material shall be removed and replaced in the same season that the failure occurred and the cause of the failure shall be identified and mitigated prior to replacement.
- (c) The Concessionaire shall address the use of native plants, trees, grasses and shrubs as well as xeriscape landscaping techniques in the Concessionaire's Sustainability Plan.

**5.11.3 Snow and Ice Management**

- (a) The Facilities Maintenance Program shall include a plan for snow and ice management (the *Snow and Ice Management Plan*), which shall be consistent with the policies, practices and provisions of RTD's snow and ice management plan (attached as Appendix 1 to this Attachment 10). The Concessionaire is responsible for snow removal, sanding, and salting operations on the Concessionaire-operated Components in accordance with the Snow and Ice Management Plan. The Snow and Ice Management Plan shall specify in sufficient detail the requirements, schedule and deployment criteria to address potential snow and ice conditions across the Concessionaire-operated Components.

- (b) Snow and ice shall be removed as needed from track and switches to allow for the safe and unimpeded passage of trains. The Concessionaire shall develop and follow operating rules and procedures to efficiently remove snow from tracks.

#### 5.12 Track and Structures

- (a) The Concessionaire shall maintain its track, signals and structures in accordance with the Infrastructure Maintenance Plan and applicable Law, including the AREMA Manual and standards and the APTA Manual. Mainline track shall be maintained, at a minimum, to FRA Class IV standards.
- (b) The Concessionaire shall provide and maintain up-to-date record documentation on the infrastructure forming part of the Concessionaire-operated Components pursuant to the requirements of Section 29.10 (*Asset Registers*) of the Agreement. Records shall be maintained in an online database designed for use in railway fixed asset management and maintenance control.

##### 5.12.1 Train Control and Communications Systems

- (a) The Concessionaire shall ensure that appropriate devices and equipment are in place and functioning, including striping and advance warning lights.
- (b) The Concessionaire shall keep correct, as-in-service, and up-to-date CAD or approved equivalent plans of interlockings, control points, grade crossings and other wayside equipment.

##### 5.12.2 Traction Electrification System

The Concessionaire shall provide a comprehensive maintenance and inspection program for the TES. This maintenance program shall be consistent with the specifications for such systems provided by the OEM, NFPA 130, NESC standards and other applicable standards and shall include:

- (a) frequency and test protocols;
- (b) corrective action requirements;
- (c) compliance with NFPA 130 and NESC standards;
- (d) equipment replacement and overhaul requirements; and
- (e) emergency access and restoration requirements.

##### 5.12.3 Fare System Equipment

RTD shall be responsible for cleaning, maintaining, and servicing the Fare System Equipment. The Concessionaire shall report known defects, alarms and conditions to Fare System Equipment to RTD without delay.

## **6. AVAILABILITY AND PERFORMANCE ADJUSTMENTS**

The Concessionaire's performance shall be evaluated and compensated on the basis of the following performance metrics:

### **6.1 Rolling Stock Availability**

The availability of the Rolling Stock for the provision of the Commuter Rail Services shall be determined as set forth in Section 3 of Part D (*Availability Ratio*) of Attachment 11.

### **6.2 On-Time Performance**

The on-time performance of the Commuter Rail Services shall be determined as set out in Section 4 of Part D (*Availability Ratio*) of Attachment 11.

### **6.3 Station Availability**

The availability of the stations on the Concessionaire-operated Components shall be determined as set out in Section 5 of Part D (*Availability Ratio*) of Attachment 11.

### **6.4 Performance Adjustment**

The Concessionaire's performance with respect to the remedying of STOs and the incurrence of STOP Points will be evaluated in accordance with Part E (*Performance Deduction*) of Attachment 11.



## 7. SAFETY

### 7.1 Passenger Conduct Code

The Concessionaire shall develop and submit a code regarding appropriate Passenger conduct (the *Passenger Conduct Code*), which is consistent with established RTD policy and applicable Law in this regard. The Passenger Conduct Code shall be subject to review and approval by RTD and shall be posted in public areas and made available as required to maintain appropriate Passenger conduct. [CDRL #10-18]

### 7.2 System Safety Program Plan (O&M)

- (a) The Concessionaire shall develop and implement a system safety program plan (the *System Safety Program Plan (O&M)* or *SSPP (O&M)*) that identifies the Concessionaire's approach to safety management during all stages of the Operating Period and ensures that the Concessionaire-operated Components are operated and maintained in a safe manner. The Concessionaire shall prepare and submit the SSPP (O&M) to RTD for RTD's approval. The SSPP (O&M) shall be based on the APTA Manual for the Development of Rail Transit System Safety Program Plans for Commuter Railroads, FRA requirements and USDOD MIL-STD 882D and shall be consistent with this Section 7. [CDRL #10-19]
- (b) No later than five days following RTD's confirmation that the SSPP (O&M) complies with relevant requirements. RTD will submit such plan to the FTA, the FRA and any other Relevant Authority on the Concessionaire's behalf. The Concessionaire shall not amend, modify or vary the SSPP (O&M) that RTD has submitted to the FTA, the FRA and other Relevant Authorities at any time without the approval of RTD and such Relevant Authority.
- (c) The Concessionaire shall update the SSPP (O&M) annually throughout the Operating Period so that it accurately reflects the then-current safety and security requirements of the Concessionaire-operated Components. [CDRL #10-19] RTD will follow the process described in paragraph (b) above with regard to review, approval and submittal to Relevant Authorities on the Concessionaire's behalf of such updates to the SSP (O&M).
- (d) The SSPP (O&M) shall describe the Concessionaire's organization of, and the individuals responsible for, safety tasks and the Concessionaire's internal safety audit process. The SSPP (O&M) shall identify processes for safety documentation configuration, hazard identification and resolution, safety certification of the Eagle Project's safety and security certifiable elements, procedures for planning emergency response (including drills and simulations), methods and processes for accident/incident investigation and reporting, internal and external safety audits, and a program for inspection of fire/life safety equipment.
- (e) The Concessionaire shall initiate and maintain a separate working group (an *Executive Safety and Security Committee* or *ESSC*). The ESSC shall function as the safety and security authority for the Concessionaire for the Eagle Project. The ESSC shall recommend actions for safety and security and have final decision-making authority regarding safety and security issues. The ESSC shall serve as the Concessionaire's authority on configuration management, safety and security certification processes and

activation of major project components. The Concessionaire shall chair the ESSC, maintain meeting minutes and distribute meeting schedules, notifications and meeting minutes. An RTD system safety and security representative will be a full time member of the ESSC. The ESSC shall convene no less than every two months and more frequently if meeting agenda items (action items) or O&M items warrant. The ESSC has the following authority and responsibilities:

- (i) to set and implement safety and security policies;
  - (ii) to review and approve rules and procedures pertaining to safety and security;
  - (iii) to ensure attainment of safety and security goals and objectives;
  - (iv) to ensure that the Eagle Project meets established safety and security criteria;
  - (v) to investigate incidents involving serious injury or fatality;
  - (vi) to monitor, review, and approve final safety and security certification/acceptance of major project components; and
  - (vii) to ensure the implementation of the Concessionaire's System Safety Program Plan, System Security Plan, and the Safety and Security Management Plan.
- (f) The Concessionaire shall establish a Fire/Life Safety Committee, which RTD will support by participation in that committee's work and facilitating co-operation with other fire/life agencies. Committee members shall include representatives from emergency responders, RTD and the Concessionaire. The Fire/Life Safety Committee will oversee and provide guidance for the Concessionaire's system safety approach and processes. The Fire/Life Safety Committee will review hazard analyses and safety certifications, and will assist in coordination of emergency planning and response. The Fire/Life Safety Committee shall meet no less frequently than annually during the Operating Period.

### 7.3 Hazard Identification

The Concessionaire shall develop and implement a hazard identification analysis and resolution process, which shall be consistent with *FTA's Hazard Analysis Guidelines for Transit Projects Report #DOT-FTA-MA-26-5005-00-01* and *FRA's Collision Hazard Analysis Guide: Commuter and Intercity Passenger Rail Service* and *FRA's Approach to Managing Gap Safety*. During the Operating Period, the Concessionaire shall use this process to minimize or eliminate potential hazards, support early hazard identification, integrate safe operating procedures into operations and maintenance, and provide for constant and continuous safety evaluation and assessment. The Concessionaire shall track all hazards and provide a quarterly Hazard Management Report to RTD. [CDRL #10-20]

## 8. SECURITY

### 8.1 Overview

- (a) The Concessionaire shall provide for the safety and security of the Concessionaire-operated Components, Concessionaire personnel, Passengers and members of the general public whenever present on the Concessionaire-operated Components, in accordance with the requirements of this Section 8.
- (b) The Concessionaire shall implement, and shall ensure that its personnel, the O&M Contractor and each O&M Subcontractor implements, the Security Plans and Security Procedures established and maintained under this Section 8.

### 8.2 Security Procedures

- (a) The Concessionaire shall establish and maintain throughout the Operating Period written system safety and security policies and procedures (the *Security Procedures*) in accordance with applicable Law and the standards of the APTA *Safety and Security Standards and Recommended Practices*, as amended from time to time, and as RTD may request in accordance with Section 36.3 (*RTD Proposed Changes*) of the Agreement. The Concessionaire shall submit any proposed variances from the APTA *Safety and Security Standards and Recommended Practices* in its Security Procedures to RTD. RTD shall provide comments or approval of the proposed variance (such approval not to be unreasonably withheld) within 14 days of delivery of the proposed variance by the Concessionaire to RTD, **provided** that the Concessionaire shall not implement any such variance without RTD's prior written approval.
- (b) During the Operating Period, the Security Procedures shall be consistent in all material respects with the Safety and Security Management Plan, the SSPP (O&M) and the System Security Plan (O&M) (together the *Security Plans*).

### 8.3 System Security Plan (O&M)

- (a) The Concessionaire shall prepare and submit to RTD for RTD's approval a plan (the *System Security Plan (O&M)* or *SSP (O&M)*) establishing its approach to security management and threat and vulnerability management. The SSP (O&M) shall be in accordance with applicable Law and the standards of the APTA, FRA and DHS. [CDRL #10-21] No later than five days following RTD's confirmation that the SSP (O&M) complies with the relevant requirements, RTD will submit such plan to the FTA and the FRA and any other Relevant Authority on the Concessionaire's behalf. The Concessionaire shall not amend, modify or vary the SSP (O&M) that RTD has submitted to the FTA, the FRA and any Relevant Authority at any time without the approval of RTD and such Relevant Authority.
- (b) The SSP (O&M) shall include a detailed security staffing and operations plan (the *Security Staffing Plan*) setting forth all aspects of security staffing and operations, necessary to achieve compliance with Law and the standards set forth in Section 8.3(a), including:

- (i) minimum hiring qualifications;
  - (ii) training standards and training programs emphasizing professionalism, courtesy, customer service and ambassadorship;
  - (iii) the roles and responsibilities of the Security Command Center staff; and
  - (iv) patrol duties for security officers (if any).
- (c) The Security Staffing Plan shall be materially consistent with RTD's current security personnel staffing and security operations, as updated from time to time.
- (d) The Concessionaire shall at least annually review the SSP (O&M); update the SSP (O&M) to ensure continued compliance with each of the Concessionaire's obligations in this Section 8; and submit such updates to RTD. [CDRL #10-21] RTD will follow the process described in paragraph (a) above with regard to review, approval and submittal to Relevant Authorities on the Concessionaire's behalf of such updates to the SSP (O&M).

#### 8.4 Reporting

The Concessionaire shall submit a summary of security-related statistics to RTD each month in a form reasonably acceptable to RTD as part of its Monthly Operating Report. The Concessionaire shall track and compile security-related statistics required by the National Transit Database; and provide a monthly report of on-board, station, and park-n-Ride security-related statistics, as included in the RTD Monthly Crime Statistics Report.<sup>1</sup> [CDRL #10-22]

#### 8.5 Security Command Center

The Concessionaire shall establish a security command center (the *Security Command Center*) to be located at the Control Center. The Security Command Center shall coordinate with RTD's security command center and, in accordance with Law and otherwise as necessary in respect of police, fire and emergency services or any other Relevant Authority responsible for security, homeland security or emergency management. The Concessionaire shall maintain network connectivity between the Security Command Center and RTD's security command center that allows viewing of all Commuter Rail Network video systems at RTD's security command center.

#### 8.6 Security Staff

The Concessionaire shall provide all security staff necessary to perform its obligations under the SSP (O&M).

#### 8.7 RTD Security Staffing Alternative

- (a) The Concessionaire shall:

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<sup>1</sup> NOTE: See Reference Data Item No. 6M.

- (i) hold RTD harmless for any damage to RTD's property or personnel caused by third-parties;
  - (ii) continue to be responsible for maintenance and upkeep of the Concessionaire-operated Components;
  - (iii) provide sufficient space at the CRMF to host RTD security personnel, equipment, motor vehicles and security command center as set forth in Section 8.7.2;
  - (iv) provide RTD with review and design approval of all Concessionaire-operated Components related to security, security systems (rail vehicle and fixed facilities), stations and park-n-Rides; and
  - (v) comply with Section 14 – System Safety and System Security of the RTD Commuter Rail Design Criteria.
- (b) RTD shall provide and supervise armed security staff (*RTD Armed Security Staff*) to perform security duties on the Concessionaire-operated Components including the following:
- (i) physical patrol of Rolling Stock, stations, platforms and parking facilities;
  - (ii) fare inspection on Rolling Stock, stations and fare paid areas;
  - (iii) security support of Concessionaire train crews;
  - (iv) enforcement of RTD rules and regulations, and other applicable Law;
  - (v) accident and incident reporting, including cooperation with all Federal, state and local law enforcement personnel;
  - (vi) operation and monitoring of CCTV security systems; and
  - (vii) mobile patrols.

#### 8.7.1 Conditions and Limitations

- (a) RTD will provide the RTD Armed Security Staff subject to the following conditions and limitations:
- (i) in providing the RTD Armed Security Staff, RTD will provide the same or reasonably equivalent level of security services on the Concessionaire-operated Components as provided at other RTD facilities and on RTD public transportation services, including all light rail, bus and commuter rail services under the FasTracks Plan;
  - (ii) RTD shall, in its sole discretion, determine the number of RTD Armed Security Staff and the amount of equipment necessary to perform its security obligations under this Section 8.7;

- (iii) RTD shall, in its sole discretion, determine the duties of each RTD Armed Security Staff member; and
  - (iv) RTD shall ensure that, if any RTD Armed Security Staff are performing security duties hereunder pursuant to a contract entered into between RTD and an entity for which such RTD Armed Security Staff are employees, such contract shall provide that the Concessionaire shall be an additional insured and shall be covered by insurance procured by such entity to the same extent as RTD with respect to claims arising out of the conduct of such RTD Armed Security Staff.
- (b) The Concessionaire shall appoint a Security Manager who shall be identified in the SSP (O&M) and have a background in and knowledge of the security industry (as reasonably approved by RTD). The Security Manager shall:
  - (i) be assigned full-time to security of the Commuter Rail Network and be available by mobile telephone 24 hours per day, 365 days per year;
  - (ii) operate out of an office at the Security Command Center and serve as the single point of contact for RTD;
  - (iii) oversee all Concessionaire-operated security functions and ensure compliance with the SSP (O&M) and other Applicable Requirements related to security; and
  - (iv) coordinate with the RTD Armed Security Staff to fulfill all obligations in subparagraphs (i) through (iii).
- (c) The Concessionaire shall respond to requests from any RTD Armed Security Staff as reasonably necessary under the circumstances for such staff member to perform its duties.
- (d) Notwithstanding paragraphs (a) through (c) of this Section, RTD and the Concessionaire understand and agree that RTD provides no guaranty, warranty or other assurance as to:
  - (i) the level of security achieved by RTD under this Section 8.7 on the Concessionaire-operated Components; and
  - (ii) the level of fare evasion to be achieved through the Fare Inspection Program under this Agreement or through any other RTD activities to reduce fare evasion with respect to the Commuter Rail Network.

#### **8.7.2 Security Command Center Requirements**

- (a) The Concessionaire shall maintain space and equipment at the Security Command Center sufficient for the RTD Armed Security Staff including:
  - (i) one security console for East Corridor and one security console for Gold Line/NWES for RTD Armed Security Staff to conduct radio communications; answer telephones; answer emergency telephones; monitor video surveillance on a minimum of 6, 10-inch (measured diagonally) video monitors per console;

- conduct name checks and fare inspection-related activities; log all activities; and conduct video investigations;
- (ii) radio equipment; telephone equipment; and video equipment to conduct the activities listed in 8.7.2(a)(i);
  - (iii) network connectivity between the Security Command Center and RTD's security command center that allows viewing of all Commuter Rail Network video systems at RTD's security command center;
  - (iv) three, 12-foot by 12-foot offices with desks and file cabinet storage for RTD Armed Security Staff administration;
  - (v) five reserved and marked parking spaces for RTD security vehicles; and accommodate for fifteen parking spaces per Commuter Rail Service in operation within the employee parking area for RTD Armed Security Staff;
  - (vi) fifteen lockers for RTD Armed Security Staff per each Commuter Rail Project.
- (b) The Concessionaire shall maintain communications capability between the Security Command Center and RTD's security command center as identified by RTD.
- (c) The Concessionaire shall provide RTD Armed Security Staff physical access to the Control Center as necessary to perform its obligations under this Section 8 and any operations necessary for managing emergencies, maintaining safety and enforcing RTD rules and regulations. Such access includes:
- (i) use of Security Command Center premises for carrying out security and enforcement operations; and
  - (ii) use of CCTV security systems, operator consoles, and other equipment in the Security Command Center.
- (d) The Concessionaire shall provide RTD Armed Security Staff access to all data that is necessary to perform its obligations under this Section and any operations necessary for managing emergencies, maintaining safety and enforcing RTD rules and regulations. Such access includes access to any data:
- (i) generated by the Concessionaire on the Concessionaire-operated Components, including information compiled and reported in accordance with the provisions of Section 8.4;
  - (ii) otherwise provided for in any Security Plan or the Security Procedures; or
  - (iii) reasonably requested by RTD.
- (e) The Concessionaire shall provide access to all data at its own expense. To the extent reasonably practicable, all data conveyed or otherwise made available by the Concessionaire to RTD shall be conveyed or made available in real time (for purposes of this obligation, real time shall be defined as the transmission of data and video by the

Concessionaire to RTD within approximately five seconds of collection and receipt by the Concessionaire).



**APPENDIX 1**

**RTD SNOW AND ICE MANAGEMENT PLAN**

**REGIONAL TRANSPORTATION DISTRICT**

**SAFETY, SECURITY & FACILITIES  
DEPARTMENT**

**FACILITIES DIVISION**

**SNOW AND ICE MANAGEMENT PLAN  
Draft for Eagle P3 RFP**

**SAFETY, SECURITY & FACILITIES DEPARTMENT**  
**FACILITIES DIVISION**  
**SNOW AND ICE MANAGEMENT PLAN**  
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## SNOW AND ICE MANAGEMENT PLAN

### **I. Introduction**

This Directory provides a description of the plan for deployment of Facilities Division and other coordinated RTD resources during a snow and/or ice event. This plan is deemed necessary for the safety, convenience and mobility of RTD patrons and employees.

The combined represented and contractual resources of RTD are responsible for snow and ice management at approximately 675 locations throughout the 2400 square mile District.

### **II. Goal/Objective/Time**

The goal of this management plan is to assure the 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 both pedestrians and vehicles.

The optimum time for completion of this work is just prior to morning and evening peak activity periods.

### **III. Priorities**

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

- **First:** pedestrian walkways
- **Second:** transit lanes
- **Third:** patron lanes
- **Fourth:** parking, either employee or patron

### **IV. Snow Events/Basic Procedures**

A snow event is the accumulation of snow and/or ice sufficient to reduce traction and create hazards for pedestrian and/or vehicular movements. Several different types of situations are foreseeable, each of which calls for a different response on the part of RTD resources. Inevitably, however, judgment must be applied to each situation to determine the most effective response. The following conditions and procedures are predictable.

**Surface Preparation Event:** Prior to the onset of snow/ice accumulation and freezing conditions likely to cause substantial vehicle traction problems it may be prudent to prepare bus way surfaces by applying ice melting compound. Improve traction event is initiated when snow/ice accumulation and freezing conditions likely to cause substantial vehicle traction problems are anticipated.

- **Procedure:** Apply liquid ice melt compound to selected vehicle movement areas.

**Pedestrian-Only Event:** A pedestrian-only snow event is the accumulation of less than two inches of snow:

- **Procedure:** Remove snow from pedestrian areas and apply ice melt compound.

**Whole-Facility Event:** A whole-facility snow event is the accumulation of two inches or more of snow sufficiently in advance of a peak use period that the service can be completed prior to the onset of the peak use period:

- **Procedure:** Remove snow from pedestrian, bus circulation, and other vehicle movement and parking areas prior to onset of peak period and apply ice melt and traction compounds if anticipated weather conditions warrant.

**On-Peak Event:** An on-peak snow event is a Whole-Facility event but the accumulation of two inches of snow or more occurs just prior to or during the peak use period such that the service cannot be completed prior to the onset of the peak period:

- **Procedure:** Remove snow from pedestrian areas and apply ice melt compound if anticipated weather conditions warrant; remove snow from bus circulation and other vehicle movement areas and apply traction compound; complete removal of snow from parking areas after the peak period, considering traffic and pedestrian safety and apply a traction compound if anticipated weather conditions warrant.

**Traction-Only Event:** A traction only event is an ice storm or other accumulation of ice that creates traction problems for vehicles and slip/fall conditions for pedestrians.

- **Procedure:** Apply ice melt compounds to established pedestrian areas where ice exists; apply approved traction compound to vehicle movement areas if anticipated weather conditions warrant

**Bus Shelters:** Snow accumulation at RTD bus shelters interferes with passenger boarding and de-boarding.

- **Procedure:** Shelter cleaning crews, either represented or contracted, shall remove snow to provide pedestrian access to each shelter and to the adjacent curb at all sites as a part of the normal cleaning cycle.

**Registered Disabled Bus Stops:** Heavy snow accumulations are routinely moved by local jurisdictions to the curb to facilitate vehicular movements in the curb lane. This practice results in a bank of snow that interferes with pedestrian access at bus stops. People with disabilities find these obstacles insurmountable.

- **Procedure:** If requests to local jurisdictions are not successful, at the Snow Captain's direction registered bus tops shall be cleared of snow and ice to enable deployment of boarding ramps and access by people with disabilities.

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

- **Procedure:** Each facility manager shall designate snow storage areas that minimize impact of traffic and parking.

**Follow-up Event:** The freeze/thaw cycle often results in isolated ice conditions along pedestrian routes until substantially all snow has melted.

- **Procedure:** Each facility manager shall monitor such conditions and direct that ice melt compounds be applied as needed to avoid pedestrian hazards.

**Snow Hauling:** In order to restore traffic movements and parking spaces to full efficiency after major snow events, it may be necessary to haul snow from the premises.

- **Procedure:** If necessary the Snow captain shall organize snow hauling through use of RTD and contracted equipment.

**On-Site Towing:** Under severe circumstances, due either to the unusual depth of snowfall resulting from a single event or multiple back-to-back events, clearing of snow from parking areas may be ineffective because of the presence of numerous parked vehicles. This condition may be more pronounced at facilities where skyRide service is provided resulting in vehicles parked for long periods of time.

- **Procedure:** If, in the judgment of the responsible facility Manager, snow removal efforts are rendered ineffective to due to the number of parked vehicles, offending vehicles may be relocated on the same site after obtaining approval of the Snow Captain and approval of RTD Security. All such towing shall be performed by licensed towing vendors under formal arrangement with RTD.

## **V. Assembly and Deployment of Resources**

As a general rule RTD represented human resources to be deployed for any snow event shall be assembled no more than one hour before deployment is anticipated. Deployment shall occur with enough lead time to complete the assigned work prior to the beginning of the peak period in response to a Pedestrian-Only or Whole-Facility event. In response to an On-Peak event, deployment shall be determined as conditions dictate.

Except during an on-peak event, RTD contracted resources shall be deployed to RTD sites approximately two hours before the onset of the peak period and should complete the work prior to peak period.

To assure the timely assembly of essential employees, weather-worthy, overnight, take-home vehicles may be assigned for the duration of the event only, with the Snow Captain's prior agreement. Pooling arrangements shall be established to include the largest possible number of employees.

## **VI. Ice and Snow Melt Materials**

**Mixtures:** RTD's snow and ice control program used a 10% salt/sand mixture until 1994 when it began using liquid magnesium chloride (25% solution) applied as a spray CF-7 is used on

pedestrian areas. "IceSlicer"<sup>2</sup>, a mixture of sandy soil and salt, is used for traction in many applications. All ice melt materials shall be applied with industry standard spreaders appropriate for the circumstances.

**Compliance with EPA Clean Air Standards:** RTD's commitment to annual PM-10 reduction and compliance with EPA Clean Air Standards, requires that liquid magnesium chloride be sprayed on the street by means of a tanker truck. The objective is to reduce the amount of particulates in the air during the winter months, while providing an adequate snow/ice management.

**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 Broadcast Fertilizer Spreader, Drop Spreader or a hand-held or "Ortho Whirlybird" or similar type spreader) appropriately sized for the surface to which the agent is being applied and calibrated to discharge the agent appropriately.

### ***SAND LOTS***

Denver:

- Weston lot next to building 1

Aurora:

- Call Chris Carnahan (303-326-8200)
  1. Hampden & Dawson (about Parker & Hampden – behind water treatment plant)
  2. Chambers – on 32<sup>nd</sup> Avenue, just East of Chambers Road

Lakewood:

- Call Chris Jacobsen (303-987-7951)
  1. 1050 Quail
  2. 650 Depew

### **VII. Centralized Management: Snow Captain**

The Facilities Maintenance Manager for Operating Facilities is the designated Snow Captain, who has overall management control of all Facilities Division 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 Senior Manager, Facilities and others as necessary.

### **VIII. Communication**

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

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<sup>2</sup> IceSlicer is a copyrighted term of Redmond Minerals, Inc. Where that product is called for in this document, the Concessionaire may propose an equivalent substitute for RTD's approval.

- **Monitoring Weather Conditions:** All Managers and Supervisors are responsible for monitoring public and private weather reports and forecasts, for sharing that information and for using the best available consensus for decision making. The Snow Captain has the authority to make these judgments and other team members have the responsibility to follow the captain's lead.
- **Dispatch:** RTD dispatch serves as a central point through which deployment and re-deployment can be accomplished.
- **Periodic Reporting:** Cell phones with voice and/or e-mail capability provide a means by which periodic reports can be provided to the Facilities Division Administrative Assistant who is responsible for compiling an AM and PM progress report based upon field verified information. The Snow Captain, Alternate # 1 and the Facilities Maintenance Manager, Contracted Public Facilities shall provide a status report to the Administrative Assistant by 9:00am and by 3:00 pm each weekday during a snow event.
- **Local Jurisdiction Contacts:** Annually, prior to the onset of the snow season, a letter shall be directed to all known local authorities the purpose of which is to:
  - re-new a direct line of communication with responsible personnel
  - discuss any emerging issues
  - request a confirmation or update of contact information

## **IX. Facility Resources & 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: station platform and ADA ramps, walkways, plaza, transit lanes, bus access routes, parking areas, shelters, sidewalks, and bus stops.

## **X. Specialized Facilities**

The following specialized facility requirements shall be addressed as described below:

### **DISABLED ACCESS TO BUS SHELTERS**

Throughout the District persons with disabilities who also require public transit access are, under severe circumstances, confronted with insurmountable obstacles as the result of how snow is removed by local jurisdictions from streets and placed along curbs where bus stops are located. This accumulation of snow can effectively preclude disabled access.

In order to ameliorate this impact, RTD shall establish a procedure for persons with disabilities who require access to a bus stop near their residence, place of employment and/or location of a retail food outlet that enables each of them to register up to three existing bus stops for specialized attention. Upon registration of such stops, RTD shall notify local jurisdictions to

enlist their cooperation with snow removal at these sites such that disabled access can be achieved.

The Facilities Division Administrative Assistant shall collect the information, establish, update and provide a list of disability stops to local jurisdictions via written communication from the Senior Manager, Facilities and to the Snow Captain who shall deploy resources as they become available to clear these sites to the extent not done so by local jurisdictions.