

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AUSTIN, TEXAS

CONTRACT MODIFICATION

1. CONTRACT NO: 137666	2. CONTRACT MODIFICATION NO.: 5	3. EFFECTIVE DATE OF C.M. See Block 9	4. CONTRACTOR NAME: Herzog Transit Services, Inc.
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION:

INCREASE

PRIOR TOTAL ESTIMATED PRICE: \$118,100,379.10
Add: Modification #5: \$ 362,830.82

NEW TOTAL ESTIMATED PRICE: \$118,463,209.92

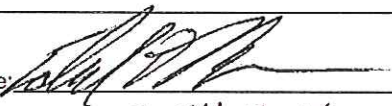
7. TERM OR PERIOD OF PERFORMANCE:

NO CHANGE

PRIOR:
NEW:

8. HERZOG TRANSIT SERVICES, INC. ("CONTRACTOR"):

Name & Title: Edward Byers, General Manager
(Print or type)

Signature: 

Date Executed: 2/24/2016

9. CAPITAL METRO TRANSPORTATION AUTHORITY ("CAPITAL METRO"):

Name: Muhammad Abdullah, Contracting Officer
(Print or type)

Signature: 

Date Executed: 2/29/2016

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is in accordance with EXHIBIT E-Revised-6, Contractual Terms and Conditions, Section 14, entitled **CHANGES**, and adds the additional work detailed below:

Herzog will provide two (2) additional Employees-in-Charge (EICs) as follows according to the following Scope of Services and Pricing:

Scope of Services: Capital Metropolitan Transportation Authority (CMTA), Fiscal Year (FY) 2016 Commuter Rail Corridors, Capital Improvement Program requires two (2) additional Employees-In-Charge (EICs) to support multiple Track and Structures Projects throughout CMTA Central Subdivision. The two (2) additional EIC's must be GCOR rules and territory qualified. These new EIC's shall support new or additional upcoming projects or as required by CMTA project schedules:

Project 1 and will require flaggers:

- RRC1501 – Risk Reduction
- RRC1513 – 113# Rail Replacement
- RRC1515 – Timber and Surface

Project 2 require flaggers:

- RRC1511 – Public Crossing Surface Renewal Program
- RRC1516 – West/East Haul Road Crossing Surface
- RRC1606 – Private Crossing Surface Program

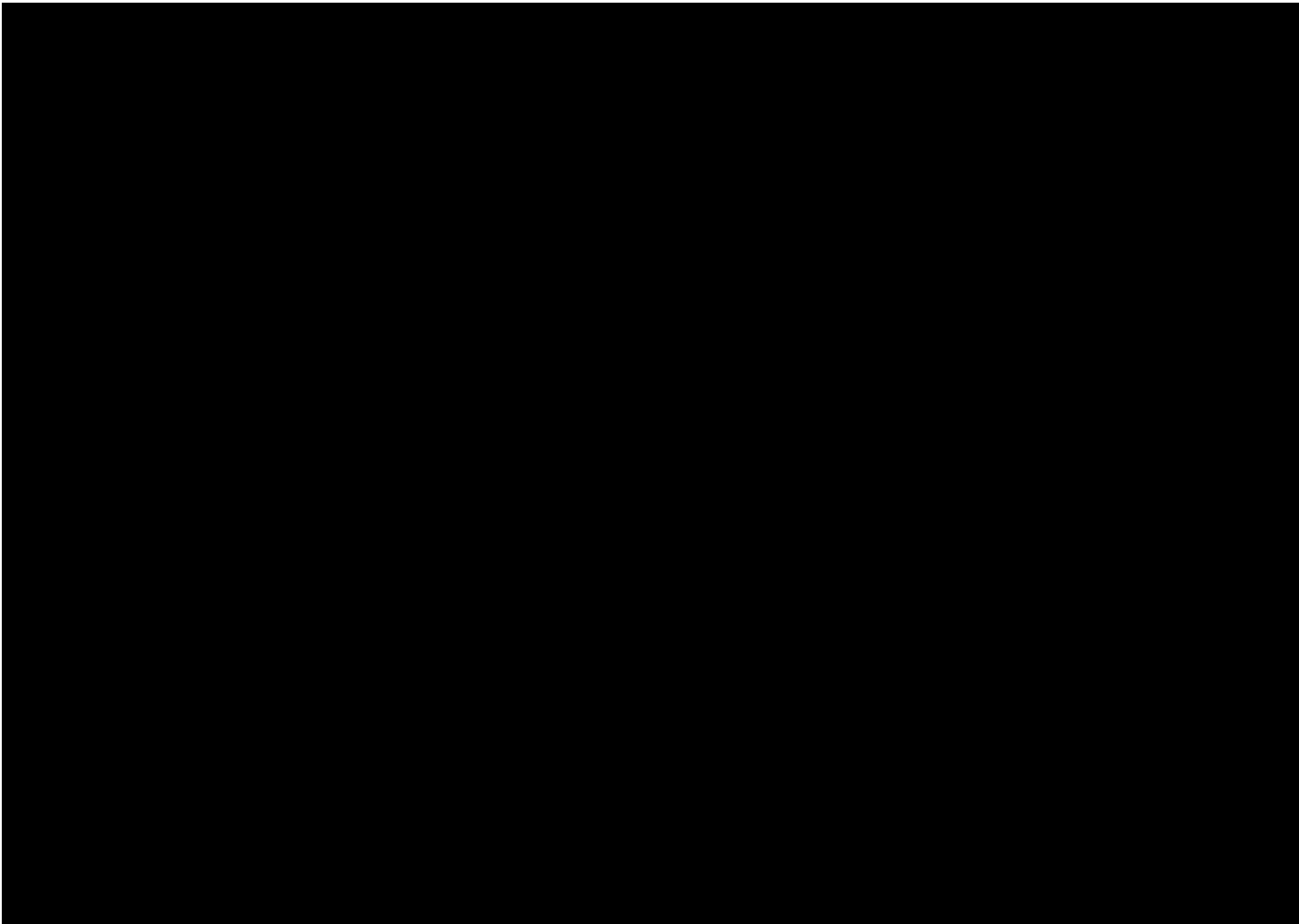
Herzog will support CMTA Capital Improvement Program with the additional EICs in conjunction with current work forces conducting but not limited to the followings tasks: performing work at involves personnel or equipment on, under, or over the Railroad's tracks/structures, facilities, signals, right of way, or any other property, such activity may impact rail services on CMTA

Subdivisions and supporting CMTA third party or any flagging needs. Herzog shall inform CMTA if project contractor falls behind schedule due to their own negligence and if flaggers are properly utilized by contractor. Herzog must provide to CMTA Capital Construction EIC Schedule for new additional flaggers weekly.

CMTA EICs will be deployed as applicable or required to support roadway worker protection establishing warning method to notify personnel of the need to clear for trains/ on-track equipment; notifying personnel when to occupy, clear and re-occupy the track and adjacent work area; identifying the place(s) of safety where personnel are to go to when clearing the track for traffic and conducting job safety briefings to cover the aforementioned information.

Flaggers have the right, but not the duty, to evict from the right of way, any person or persons who are in possession of, or under the influence of, alcohol, any intoxicating drug (whether legal or not), any weapon, firearm, explosive, flammable, or other dangerous article (except for fuel in authorized vehicle or equipment tanks), or is conducting themselves in a manner which the EIC, in his sole discretion, deems to be unsafe, or an unreasonable threat to CMTA corridors safety or security.

Pricing: Capital Metro accepts Herzog's detailed proposal dated February 16, 2016 and updated February 22, 2016, which is attached hereto and incorporated herein for all pertinent purposes, for Base Year 1 and Base Year 2. Pricing is summarized below.



The amount stated above is the final contract modification amount agreed to by both parties. Upon receipt of payments totaling this amount, the Contractor, for itself, its successors and assigns will release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the Contractor has or may have had a result of furnishing labor, supplies, or materials for the change order stated above. This modification may be executed in multiple originals, and an executed facsimile or email copy shall have the same force and effect as the original document.

[END OF MODIFICATION #5]



Mailing Address: PO BOX 81516
Austin, TX 78708
Shipping Address: 9315 McNeil Rd
Austin, TX 78758

February 16, 2016

Anita Deibert CPSM
Contracts Administrator
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, TX 78759

Re: EIC Support Proposal

Dear Ms. Deibert:

We have reviewed the scope of work for the addition of two (2) EIC to the contract and our previous proposal pricing. The attached price proposal, previously submitted, remains valid for the addition of two (2) EICs based on the scope provided. This price is based on the understanding that the addition of EICs will be in a minimum of one (1) year increments to our base contract. The proposal price for year one is based on a February 1, 2016 start date but can be pro-rated based on NTP of a contract modification.

Please do not hesitate to contact me if you have any questions regarding the proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward Byers", is written over a light blue horizontal line.

Edward Byers
General Manager

cc: Danny Bailey

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-Revised-5 SCOPE OF SERVICES Table of Contents

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CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

1. EXECUTIVE SUMMARY

1.1. Introduction

1.1.1. Capital Metropolitan Transportation Authority (CMTA) is the regional public transportation provider of Austin Texas. Capital Metro was created in 1985 in accordance with Chapter 451 of the Texas Transportation Code. Capital Metro was established by a voter referendum on January 19, 1985, to provide mass transportation service to the greater Austin metropolitan area.

1.2. Service Area

1.2.1. The Capital Metro service area extends across approximately 534 square miles and includes nearly one million residents. Capital Metro provides an average of 108,000 rides each weekday onboard its buses, trains, paratransit and vanpool vehicles. Capital Metro owns the Capital Metro Railroad (CMTY) which consists of 162 miles of main track between Giddings and Llano. In the spring of 2010, Capital Metro began operating the Metrorail commuter rail service, a 32 mile line between Leander and Downtown Austin.

1.2.1.1. The railroad is divided into three subdivisions (east, central and west) and four industrial leads, Giddings, Llano Scobee and Marble Falls.

1.3. Operation

1.3.1. Capital Metro's freight and commuter rail operation and maintenance services are provided by two contract operators. CMTA's Railroad Operations department provides contractor oversight.

1.3.2. The commuter rail contract operator provides freight and commuter dispatching services for the entire railroad. The current freight operation has an annual capacity of 70,000 cars. Capital Metro's freight contractor fulfills the Authority's common carrier obligation. Freight and commuter services are temporally separated.

1.4. Schedule

1.4.1. Passenger rail service operates during peak service hours with 34 minute headways. Each one-way trip is approximately one hour long. Four DMUs are required to operate the peak hour service with one available spare. On Saturday's, trains operate between the Lakeline and Downtown stations.

1.4.2. During midday hours commuter rail service operates at one hour headways between the Lakeline and Downtown Stations. Each one-way trip is approximately forty seven (47) minutes long. Two DMUs are required to operate the midday service plus one available spare.

1.4.3. Additional commuter services are provided for special events such as South by Southwest (SXSW), The Pecan Street Festivals and Formula I.

1.5. Commuter Rail Fleet

1.5.1. Commuter service is provided utilizing six (6) Gelenk Treib Wagen (GTW) DMU 2/6 (DMU) diesel-electric, self-propelled vehicle manufactured by Stadler Bussnang AG. The DMU seats 108 passengers and will accommodate 96 standees.

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1.6. Commuter Rail Maintenance Facility

1.6.1. The commuter rail maintenance facility is located at the Capital Metro North Operations Facility (North Ops) at 9315 McNeil Road, Austin, Texas 78758. The rail vehicle maintenance facility has two tracks for service, inspection, periodic maintenance and cleaning. The fueling station is located at North Ops.

1.7. Signal System

1.7.1. Capital Metrorail's signal system consists of wayside and interlocking signals. The wayside signal system uses Microlok II for interlocking control and MicroTrax coded track circuits for train detection. GCP 3000, GCP 4000, HXP3 and XP4 controllers are used for grade crossing warning system train detection.

1.7.2. Since the Stadler DMUs do not meet the FRA requirements for crashworthiness, the commuter trains are segregated from freight trains by temporal separation.

1.8. Dispatch Control System

1.8.1. The Dispatch Control System is DOC User Interface and is provided by RailComm and accommodates both track warrant and centralized train control operation. The dispatch control system provides for the development of train sheets, train orders and other required forms. Additionally, it allows for the playback of events for incident recreation. Blocks can be applied to tracks and switches by the dispatch control system.

1.9. Mobile Voice and Data Radio Communications

1.9.1. Capital Metro uses voice and data communications infrastructure from Lower Colorado River Authority (LCRA). The LCRA system uses the Harris M5300 900 MHz OpenSky® trunked digital technology for mobile communications and the Harris C3 Maestro IP Console technology for dispatching communications. OpenSky® is a secure integrated digital voice and data communication system. The M5300 mobile radio is a high-performance half-duplex digital mobile radio operating on the LCRA 900 MHz OpenSky® trunked radio network using the OpenSky Trucking Protocol (OTP). OpenSky® uses a 19.2-kbps (800 MHz) or 9.6-kbps (900 MHz) physical bit rate 4-slot Time Division Multiple Access (TDMA) airlink to achieve 6.25-kHz voice channel spectral efficiency and dynamic bandwidth allocation. The LCRA system combines both voice and data onto a single trunked digital radio system that supports both voice and a 9.6 kbps wireless data system. Currently RDI, SLP, PPP, DNP communications data protocols are compatible with the M5300 type radios.

1.9.2. The LCRA requires any new data application that is intended to be transported via the LCRA OpenSky® radio system to be certified by the Harris data lab prior to implementation on the LCRA trunked radio system. This process ensures optimal performance of the data application in an OpenSky® wireless environment. The OpenSky® M5300 type radios are provided by CMTA METRORAIL via LCRA. Capital Metrorail uses the following LCRA radio talk groups:

1.9.2.1. Capital Metro – Yard = CM_RYRD

1.9.2.2. Capital Metro – Commuter = CM_RCML

1.9.2.3. Capital Metro – Supervisor = CM_RSUP

1.9.2.4. Capital Metro – MOW = CM_RMWC

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- 1.9.2.5. Capital Metro – Road/Freight = CM_RFML
- 1.9.2.6. Capital Metro – Emergency = CM_RAIL
- 1.9.2.7. Capital Metro – Union Pacific Dispatcher= CM_RUPI
- 1.9.3. Capital Metro provides mobile radio for all DMUs, locomotives, motor vehicles and portable applications. LCRA handles all of the FCC requirements for Capital Metro.
- 1.9.4. To resolve the operational issue of being on a non-railroad radio network, Capital Metro and LCRA have created a patch between the LCRA radio network and the UPRR radio network frequency. The LCRA talk group labeled CM_RUPI is used to facilitate communication between the Capital Metro Railroad and the UPRR.
- 1.9.5. Data communications from the dispatch control system to control points is handled by a UHF radio network provided by RailComm. The backup for this network is via cellular technology provided by AT&T on a private network. The radio network includes two repeaters. The base radios are located at the commuter rail stations and utilize T1 telephone lines provided by TW Telecom.

2. **DEFINITIONS**

- 2.1. American Railway Engineering and Maintenance of Way Association (AREMA): a North American railway industry group which publishes recommended practices for the design, construction and maintenance of rail infrastructure.
- 2.2. Accident: an unforeseen event or occurrence which results in injury, fatality, or property damage.
- 2.3. Annulled Trip: a scheduled trip not performed.
- 2.4. Asset Management System (AMS): refers to the CMTA database used for monitoring and maintaining parts, equipment and maintenance history. The asset management system supports the process of deploying, operating, maintaining, upgrading, and disposing of assets.
- 2.5. Central Subdivision: all trackage and railroad infrastructure from Downtown Station (MP 55.21 DT) to Austin Junction (MP 56.64 DT) and from Valley (MP 55.77) to Bill (MP 87.46) as identified in the CMTY Timetable.
- 2.6. Centralized Traffic Control (CTC): a traffic control system that uses block signal indications to authorize train movement.
- 2.7. Complete Trip: a one-way trip from a scheduled origin to scheduled destination, e.g. from Leander Station to the Downtown Station or the Downtown Station to Leander Station.
- 2.8. Continuous Welded Rail (CWR): rails are welded together to form one uninterrupted rail that may be several miles long. Although CWR is normally one continuous rail, it may contain joints for one or more reasons.
- 2.9. Contract: an agreement with specific terms between two or more persons or entities in which there is a promise to provide a service in return for a valuable benefit.
- 2.10. Contract Services: the scope of work described in this Exhibit F.

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- 2.11. Contract Year: 12 month period of service beginning October 1st and ending September 30th.
- 2.12. Contractor: the company awarded this contract for the dispatch operations and maintenance of commuter and dispatching freight rail service.
- 2.13. Contract Data Requirements List (CDRL): the standard format for identifying data requirements in the contract.
- 2.14. East Subdivision: all trackage and railroad infrastructure from Valley (MP 55.77) to the Giddings Industrial Lead (MP 27.2) as identified in the CMTY Timetable.
- 2.15. Emergency Drill: simulated emergency situation conducted in order to test readiness for emergency situations.
- 2.16. Employee In Charge (EIC): a roadway worker qualified employee designated by the railroad to direct or restrict the movement of trains past a point on a track to provide on-track safety for roadway workers, who are engaged solely in performing that function.
- 2.17. Federal Railroad Administration (FRA): the federal agency that promulgates and enforces railroad safety regulations.
- 2.18. Federal Transit Administration (FTA): the federal agency that provides financial and technical assistance to local public transit systems.
- 2.19. Flagger: a person providing warning for motorists using a grade crossing with malfunctioning or out of service crossing warning system components.
- 2.20. General Accepted Accounting Principles (GAAP): the common set of accounting principles, standards and procedures that companies use to compile their financial statements. GAAP are a combination of authoritative standards (set by policy boards) and simply the commonly accepted ways of recording and reporting accounting information.
- 2.21. General Code of Operating Rules (GCOR): a set of operating rules used by various railroads in the United States.
- 2.22. Grade Crossing: a crossing or intersection of a railroad and a highway at the same level.
- 2.23. In-Service Failure: any failure that occurs that doesn't allow the rail vehicle to complete its trip.
- 2.24. Late Train: when a train that arrives more than 5 minutes and 59 seconds after scheduled arrival time at a designated station or time point.
- 2.25. Maintenance Allocation Chart (MAC): a list of equipment maintenance functions showing the maintenance level at which each maintenance task is authorized.
- 2.26. Maintenance of Way (MOW): the maintenance of right of way (ROW), bridges, track, drainage, crossing surfaces and rail structures.
- 2.27. Major Repair: Repair work on items of material or equipment that need complete overhaul or substantial replacement of parts.
- 2.28. Manual on Uniform Traffic Control Devices (MUTCD): the manual of national standards governing all traffic control.

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- 2.29. Mean Distance Between Failures (MDBF): ~~the total number of miles, in service failures that result in a delay of 5 minutes or more from the scheduled arrival time at the terminal station or annulled trip~~ The MDBF shall be calculated as the total vehicle miles, reported by CMTA, divided by the total mechanical failures resulting in a service delay of 6 minutes or more from the scheduled departure time at the station, annulled station or annulled trip.
- 2.30. Mobilization Period: the time frame between the issuance of Notice to Proceed (NTP) and service start date.
- 2.31. Mobilization Plan: written instructions pertaining to all activities between the issuance of Notice to Proceed (NTP) and service start date.
- 2.32. Other Track Material (OTM): materials other than ties and rail, generally refers to spikes, tie plates and rail anchors.
- 2.33. On -Time Performance (OTP): regularly scheduled trains arriving at the designated time point or station less than six minutes behind schedule.
- 2.34. Occupational Safety and Health Administration (OSHA): a federal organization (part of the Department of Labor) that ensures safe and healthy working conditions for Americans.
- 2.35. Positive Train Control (PTC): the train control system designed to minimize train-to-train collisions, derailments caused by excessive speed, unauthorized incursions by trains onto sections of track where maintenance activities are taking place and the movement through a main line switch in the improper position.
- 2.36. Passenger: a person who is on board, boarding, waiting at platform or alighting from a rail vehicle.
- 2.37. Performance Deficiency Credit (PDC): a fixed dollar amount for Contractor's failure to perform its obligations under this contract which actual amount is difficult or incapable of estimate and is a reasonable forecast of just compensation for such failure; also, "penalty" under Texas Transportation Code Section 451.137, which amount shall be reflected as a credit against amounts owing Contractor under the Contract.
- 2.38. Right of Way (ROW): a strip of land of varying width which CMTA owns that contains track and other facilities for supporting railroad operations.
- 2.39. Routine Maintenance: maintenance, including labor, material, and specialized subcontractor services, required to keep the existing facility, equipment, and infrastructure in a state of good repair.
- 2.40. Scope of Services: work including, all functional services, training, maintenance, inspections, repairs, labor, materials, and specialized subcontractor services, required to maintain the existing facility, equipment or infrastructure identified within the contract.
- 2.41. Service Commencement Date: October 1, 2015
- 2.42. Service Equipment: all the fixed assets other than land and buildings of Capital Metro including the rolling stock of the railway.
- 2.43. Service Property: CMTY railroad right of way and infrastructure from Downtown Station (MP 55.21 DT) and Austin Junction (MP 56.64 DT) and all freight trackage between MP 70.2 to MP 72.73 the distance signal east of Valley (MP 55.45) to the distant signal west of Bill (MP 88.33).

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- 2.44. Service Schedule: a document that shows the time of each revenue trip through the designated time points, and includes route descriptions, deadhead times etc.
- 2.45. Standard Operating Procedures (SOP): a set of instructions or steps used to perform troubleshooting, operations and maintenance.
- 2.46. Service Day: the time the first revenue vehicle leaves the yard until the last revenue vehicle enters the yard over an operating period.
- 2.47. Slow Order: a speed restriction which is below the track's maximum authorized speed.
- 2.48. Support Property: CMTA buildings and property not located on the service property.
- 2.49. System Mean Time Between Failure (SMTBF): the time between system failure regardless of the impact to service.
- 2.50. System Safety Program Plan (SSPP): a document developed and adopted by CMTA describing its safety policies, objectives, responsibilities, and procedures.
- 2.51. Texas Commission of Environmental Quality (TCEQ): provides synthesis and cohesion in environmental standards. The agency focuses mostly on promoting clean air and water and the safe management of waste in Texas.
- 2.52. Texas Manual on Uniform Traffic Control Devices (TXMUTCD): provides standards, guidance, and application information for signs, markings, traffic signals, and other traffic control devices.
- 2.53. Track: an assembly of rails, ties and fastenings over which trains and rail-bound vehicles are moved.
- 2.54. Track Support Structure: properties or property necessary for use or support of track including but not limited to bridges, culverts, other structures, grading, embankments, walkways, roadbed, pavements and drainage facilities.
- 2.55. Track Warrant Control (TWC): a method to authorize train movement or protect men and machines on a main track within specified limits in a territory designated by the timetable (Exhibit J-Attachment 5).
- 2.56. Vehicle Hour: one DMU operating In-Service for a period of 60 minutes (In-Service means revenue service, and other services authorized by CMTA). The number of minutes a DMU is In-Service is calculated by recording the time the DMU departs North Ops and the time the DMU returns to North Ops plus the "make ready" (pre-departure from the yard) and "tie down" (post arrival to the yard) not to exceed 90 minutes in total. The total elapsed time between the two recorded times expressed in minutes and divided by 60 equals the Vehicle Hours for that DMU. Vehicle Hours for all DMU will be totaled each month and included in the monthly invoice.
- 2.57. Vegetation: plants considered collectively especially those found in the CMTA railroad Service Property.
- 2.58. West Subdivision: all trackage and railroad infrastructures from Bill (MP 87.46) to Llano Industrial Lead (MP 122.5) as identified in the CMTY Timetable.

3. SERVICE SCHEDULES

- 3.1. CMTA anticipates changing its schedules three times per year, in January, June and August.

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- 3.2. The Contractor may propose changes to the Service Schedules to CMTA.
- 3.3. CMTA reserves the right to make changes at any time to its service schedule. Capital Metro will provide advance written notice to the Contractor of at least seven calendar days. Advance notice to the Contractor may be less than seven calendar days if both Parties mutually agree.
- 3.4. The Contractor shall coordinate with the freight and excursion rail service providers to assure the commuter, excursion and freight services are operated on time.

4. SAFETY

- 4.1. CMTA's objective is to provide the highest level of safety for employees, passengers, contractors and neighbors in compliance with all applicable requirements and guidelines.
- 4.2. The Contractor shall implement and enforce applicable safety rules and procedures in accordance with commuter, excursion and freight rail industry best practices as requested by Capital Metro. These additional requirements will be provided in writing.
- 4.3. The Contractor shall furnish and enforce the use of any and all personal protective equipment (PPE) needed to complete the tasks required by the contract. The contractor shall provide a list of PPE (CDRL 4.3) to be used.
- 4.4. The Contractor shall provide its employees special safety training prior to working with blood borne pathogens, bio-hazard, hazardous materials and operations of special tools and equipment.
- 4.5. The Contractor shall provide warning signs, barricades and verbal warnings as needed.
- 4.6. The Contractor shall comply with all applicable OSHA Standards.
- 4.7. The Contractor must have a formal manual plan for emergency/evacuation policies and procedures which must be OSHA compliant, available on site and shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes, included in the Emergency Response Plan (CDRL 4.16.1.13).
- 4.8. The Contractor shall conduct monthly job site safety inspections (CDRL 4.8). A monthly report of Contractor's findings and observations, as well as corrective measures taken, where required, shall be prepared and submitted to CMTA.
- 4.9. The Contractor shall provide and maintain first aid kits located in contractor's work areas. First aid kits shall be restocked monthly containing all emergency medical supplies as currently recommended by OSHA, the Occupational Safety and Health Organization. The general OSHA requirements for first aid supplies and training are contained in the General Industry standard, 29 CFR 1910.151(b) - Adequate first aid supplies shall be readily available.
- 4.10. The Contractor shall support CMTA's public safety awareness programs.
- 4.11. The Contractor shall comply with all applicable conditions of all FRA waivers pertaining to the CMTY railroad (Exhibit J – Attachment 7).
- 4.12. The Contractor shall prepare an annual safety report in conjunction with CMTA that addresses safety trends and issues for the previous performance period.
- 4.13. The Contractor shall provide an Internal Control Plan (CDRL 4.13) for Accident and Incident Reporting within each department submitted no later than 120 after NTP.

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- 4.14. The Contractor shall provide a Safety Committee Policy and Procedures Manual (CDRL 4.14) submitted no later than 120 after NTP.
- 4.15. In addition to FRA requirements, the Contractor shall conduct accident/incident investigation reports and provide reports for all incidents as required by CMTA.
- 4.16. Contractor Safety Compliance Plan (CSCP)
- 4.16.1. The Contractor shall establish and implement a Contractor Safety Compliance Plan (CSCP) that demonstrates compliance with all provisions of CMTA's System Safety Program Plan (SSPP), which is based on the requirements of NPRM CFR 49, Part 270, System Safety Program Requirements for Passenger Railroads. To implement the CSCP, the Contractor shall establish appropriate policies and procedures, lines of authority, levels of responsibility and accountability, and methods of documentation. This documentation shall be submitted to CMTA for review and approval. The Contractor Safety Compliance Plan shall include (CDRL 4.16.1):
- 4.16.1.1. Railroad Operating Rules 49 CFR Part 217 (CDRL 4.16.1.1)
 - 4.16.1.2. Control of Alcohol and Drug Use 49 CFR Part 219 (CDRL 4.16.1.2)
 - 4.16.1.3. Railroad Accident/Incident Reporting 49 CFR Part 225 (CDRL 4.16.1.3)
 - 4.16.1.4. Emergency Preparedness 49 CFR Part 239 (CDRL 4.16.1.4)
 - 4.16.1.5. Qualification/Certification 49 CFR Part 240 (CDRL 4.16.1.5)
 - 4.16.1.6. Close Call Reporting Evaluation Procedure (CDRL 4.16.1.6)
 - 4.16.1.7. Environmental Hazard Procedures/Policy (CDRL 4.16.1.7)
 - 4.16.1.8. Roadway Worker Safety Program 49 CFR Part 214 (CDRL 4.16.1.8)
 - 4.16.1.9. System Safety Program Plan (CDRL 4.16.1.9)
 - 4.16.1.10. Hazard Risk Reduction Plan (CDRL 4.16.1.10)
 - 4.16.1.11. Public Safety Plan (CDRL 4.16.1.11)
 - 4.16.1.12. *Intentionally left blank*
 - 4.16.1.13. Emergency Response Plan (CDRL 4.16.1.13)
- 4.16.2. The CSCP shall address the hazard management process to include hazard identification, hazard categorizations (hazard severity/probability), hazard investigation and hazard mitigation and resolution through elimination, minimization, and control safety hazards and their attendant risks. The Contractor shall develop and implement a risk based hazard management plan to continuously identify report, track, analyze and mitigate hazards.
- 4.16.2.1. The CSCP shall meet all applicable federal, state, local and other legal requirements and regulations and the CMTA Safety Program.
 - 4.16.2.2. The Contractor shall identify changes that require modification of the CSCP on an ongoing basis and incorporate them in the CSCP and submit these changes to

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CMTA for approval, within 45 calendar days of the date of the change ("Contractor Safety Compliance Plan Change").

- 4.16.2.3. The Contractor's CSCP must be submitted for review to CMTA Safety Manager and the Vice President of Rail Operations, within 90 days after Notice to Proceed (NTP). Capital Metro's Safety Manager and the Vice President Rail Operations or designee shall review the CSCP, and either approve it or, within 30 days, direct the Contractor to revise it. The Contractor shall revise the CSCP accordingly within 30 days of receipt of such revisions from CMTA and resubmit to Capital Metro's Safety Manager and the Vice President Rail Operations or designee for review and approval.
 - 4.16.2.4. The Contractor shall update the CSCP to ensure compliance with CMTA's annual revision of its safety program within 30 days of receiving the updated CMTA Safety Program and all other applicable regulatory requirements, and deliver the updated CSCP to CMTA for approval by October 1st of each Contract Year.
 - 4.16.2.5. CMTA may request modifications to the CSCP due to internal audit report results, on-site reviews and investigations, changing trends in accident/incident or security data, external audits, tests, reviews, FRA regulations, or other reasons that may come to the attention of CMTA. Upon receipt of a written request for CSCP modifications from CMTA, the Contractor shall submit a revised CSCP within 45 calendar days thereof to CMTA for approval.
 - 4.16.2.6. The Contractor's CSCP shall include procedures that incorporate the relevant provisions of Quality of this Contract to ensure safety audits include review of other parameters of performance includes operations and maintenance processes.
 - 4.16.2.7. The Emergency Response shall include processes and procedures for responding to emergency medical conditions experienced by Customers or Contractor Personnel on-board trains, in stations, or within the Service Property.
 - 4.16.2.8. The Contractor shall provide a Safety Performance Report (CDRL 4.16.2.10) report detailing safety performance, all pending safety issues as well as prior incidents and mitigation/resolution measures taken at least one week in advance of each quarterly meeting for CMTA review and use during each meeting.
- 4.16.3. All hazardous conditions shall be documented and submitted to CMTA as soon as practical with mitigating/corrective actions noted in the ("Hazardous Condition Report").
- 4.16.4. All unacceptable hazardous conditions shall be documented and submitted in writing to CMTA with mitigating/corrective actions noted within one hour of discovery ("Unacceptable Hazardous Condition Report").
- 4.17. **Emergency Response Plan**
- 4.17.1. The Contractor shall establish and implement an Emergency Response Plan (ERP) (CDRL 4.16.1.13), to effectively address conditions which could disrupt Rail Services that require services of emergency response agencies.
 - 4.17.2. The Contractor shall update the ERP annually, and shall provide it to CMTA for approval no later than August 1st of each Contract Year ("Emergency Response Plan Update").

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4.18. Emergency Preparedness Plan

- 4.18.1. The Contractor shall establish and implement an Emergency Preparedness Plan (EPP) (CDRL 4.16.1.4), which shall be compliant with FRA requirements and detail the Contractor's emergency preparedness policies, procedures and programs. The initial EPP shall be provided to CMTA no later than 90 days after NTP to the Vice President of Railroad Operations or designee, in consultation with CMTA Safety Officer, will review the EPP, and either approve the plan or, within 30 days, direct the Contractor to revise the plan. The Contractor shall revise the plan accordingly within 30 days of receipt of revisions from CMTA and resubmit to Capital Metro's Safety Manager, Security Manager, and the Vice President Rail Operations or designee for review and approval.
- 4.18.2. The EPP shall be updated annually by September 1st of each Contract Year. The Contractor shall provide to CMTA drafts of subsequent EPPs no less than 60 days before such plan or amendments are submitted to the FRA (each, an "Emergency Preparedness Plan Update"). The Vice President Rail Operations or designee, in consultation with CMTA Safety Officer, CMTA Security/Emergency Management Officer will review such plan, and either approve the plan or, within 30 days, direct the Contractor to revise such plan. The Contractor shall revise the EPP submit to Capital Metro's Safety Manager, Security Manager and the Vice President Rail Operations or designee for review and approval before submitting to the FRA.
- 4.18.3. At a minimum, the Contractor shall cooperate and fully participate in two CMTA full scale Emergency Preparedness Drills (tabletop and field exercises) during each Contract Year at times to be determined by CMTA. The Contractor shall provide all personnel required to fully simulate daily operations under this Contract including passengers with physical disabilities.
- 4.18.4. Emergency preparedness drills and tabletop exercises, when required, will be planned and conducted to ensure the following:
- 4.18.4.1. Adequacy of emergency plans and procedures;
 - 4.18.4.2. Readiness of railroad operating and maintenance personnel to perform under emergency conditions;
 - 4.18.4.3. Effective coordination between railroad operations and emergency response agencies—police, fire, and emergency medical services; and
 - 4.18.4.4. Readiness of fire, police, and emergency medical services personnel with sufficient information relative to the uniqueness of railroad dispatch operations. Maintain that agencies can respond in a timely and successful manner.
- 4.18.5. Any drill/tabletop exercise required will be outlined in advance of the exercise. Drills and tabletop exercises will be evaluated against the objective established for the drill/exercise. Drills/tabletop exercises will be followed by an assessment of the drill in a meeting, including all drill participants. Following this assessment, the Contractor will document lessons learned and actions needed to improve both internal and external emergency response capabilities. Outcomes may include making recommendations for revisions to the EPP including policies and procedures, operating procedures that affect emergency response, and changes to training plans and training programs pertaining to emergency response and personnel.

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5. SECURITY

- 5.1. The Contractor shall provide the appropriate notification as required by CMTA, Federal, state and local governing agencies.
- 5.2. The Contractor shall conduct its operation in accordance with 49 CFR 1580 Rail Transportation Security.
- 5.3. The Contractor shall support CMTA's security initiatives. (i.e., table top exercises, awareness of suspicious activities, reporting of trespassers, etc.)
- 5.4. The Contractor shall maintain vigilance in reporting security incidents immediately in order to facilitate rapid response.
- 5.5. The Contractor shall retrieve and submit to CMTA all photographic, video, audio, statements, vehicle data downloaded and analysis of the data as required during investigation of accidents, incidents, complaints and routing monitoring upon request or as required. The Contractor shall cooperate and comply with any and all security practices, policies, programs and plans as determined by the CMTA. The Contractor shall make all required notification both to internal and external reporting agencies as required by agreement or regulation.

5.6. Contractor System Security Compliance Plan (CSSCP)

- 5.6.1. The Contractor shall establish and implement a Contractor System Security Compliance Plan (CDRL 5.6.1) that describes the processes by which the Contractor shall perform security functions in accordance with CMTA's System Security Plan. The CSSCP shall be updated annually by October 1st of each Contract Year and shall detail the Contractor's security policies, procedures and programs.
- 5.6.2. The proposed CSSCP shall meet all applicable federal and other legal requirements, regulations, and standards, and must be provided to CMTA not more than 90 days after NTP. The Vice President of Rail Operations or designee, in consultation with CMTA Security Department will review the CSSCP, and either approve the plan or, within 30 days, direct the Contractor to revise the plan. The Contractor shall revise such plan accordingly within 30 days of receipt of revisions from Capital Metro and resubmit to Capital Metro's Security Manager and the Vice President Rail Operations or designee for review and approval.
- 5.6.3. All Contractor security documents and plans shall be developed and maintained in accordance with CMTA's Sensitive Security Information ("SSI") guidelines and procedures (Exhibit J Attachment 19).
- 5.6.4. At a minimum, the CSSCP shall:
 - 5.6.4.1. Document the Contractor's process for managing threats and vulnerabilities during operations, and to publish those requirements for each building and facility it operates.
 - 5.6.4.2. Identify controls in place that address the personal security of passengers and Contractor Personnel.
 - 5.6.4.3. Document the Contractor's process for conducting internal security reviews to evaluate compliance and measure the effectiveness of the CSSCP.

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- 5.6.4.4. Document the Contractor's process for making its CSSCP and accompanying procedures available to CMTA, or other oversight authority agency for review and approval.
- 5.7. CMTA will provide Contractor ID's that must be worn and displayed properly.
- 5.8. Security and access control systems will be hosted by CMTA. Any recommendations taken by the Contractor to improve security systems or implement additional security related infrastructure on the Service Property, must be submitted for review and approval by CMTA Security Manager and Vice President of Rail Operations.
- 5.9. Any security related implementation and or improvements made on the Service Property shall become CMTA property as of the Termination Date.
- 5.9.1. The Contractor's Safety and Training Manager shall attend quarterly meetings, and other meetings as directed by CMTA, with CMTA Security Manager and the Vice President of Rail Operations or designee to discuss recent security related incidents and concerns, and the Contractor's compliance with the CSSCP.
- 5.9.2. The Contractor shall provide a report detailing all pending security issues as well as prior incidents and mitigation/resolution measures taken at least one week in advance of each quarterly meeting for CMTA review and use during safety and security meetings.
- 5.9.3. The Contractor shall provide a monthly "Security Issue & Incidents Report" (CDRL 5.9.3). Mitigation measures shall be subject to review and approval by CMTA Security Manager and Vice President Rail Operations or designee.
- 5.9.4. In the event the Contractor becomes aware of a security incident, non-secure, or potentially vulnerable conditions on the property or the equipment, or otherwise related to the service, the Contractor shall immediately take all actions required to mitigate such condition.

5.10 Contractor shall notify CMTA within one (1) hour of any changes in personnel or employment status.

6. MANAGEMENT SERVICES

- 6.1. The Contractor shall be solely responsible for the management of their personnel. In the performance of its obligations under this Contract, the Contractor is an independent contractor for, and not an agent of, CMTA.
- 6.2. The Contractor shall be responsible for compliance with all applicable CMTA, Federal, State, municipal manufacturer, supplier, ordinances, policies, regulations and recommendations etc. during the performance of this contract.
- 6.3. **The General Manager**
- 6.3.1. The Contractor shall submit a candidate for General Manager (GM) subject to the prior approval of CMTA.
- 6.3.2. The GM should have demonstrated at least five years of commuter rail experience (within the last 10 years) as a senior operating officer of a commuter railroad service.

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- 6.3.3. The GM will be the single point of contact for CMTA regarding all issues pertaining to the contract all written correspondence concerning this Contract will be addressed to this individual.
- 6.3.4. The GM must be or become a resident of the Austin area and available 24 hours/day, seven days a week at least 30 days prior to contract performance. The GM shall be fully empowered to make all operating decisions on behalf of the Contractor as necessary to maintain the safe and efficient operation and will serve as the Contractor's representative in all meetings with CMTA and/or its duly appointed representatives and designees.
- 6.3.5. The GM must attend any meeting assigned including, without limitation, public meetings with CMTA's Vice President of Rail Operations or other senior staff, as requested by CMTA, and be available at such other times as CMTA may direct to consult with CMTA representatives.
- 6.3.6. The GM will be responsible for and empowered to make immediate decisions as necessary during the Mobilization Period.
- 6.3.7. The Contractor shall not temporarily reassign the individual assigned to the GM position within the first 24 months of the assignment.
- 6.3.8. The GM shall be assigned exclusively to perform the Contract Services for CMTA and shall not perform functions in connection with any other service or contract without CMTA written authorization.
- 6.3.9. CMTA will continuously monitor the effectiveness of the GM. The GM shall continually demonstrate proficiency in this position for the duration of this Contract. Failure to continually demonstrate proficiency in performing his/her duties in connection with this Contract will be grounds for removal from the position of GM by CMTA.
- 6.3.10. The Contractor shall fill any vacancy or absence in the GM's position on an acting basis immediately. The Contractor shall supply CMTA with a list of empowered designees (CDRL 6.3.10) including their names, resumes and phone numbers to be used as a point of contact at times when the GM is unavailable and must be able to temporarily fill vacancies in the GM position any time a vacancy occurs.
- 6.3.11. The GM will designate an Acting GM who shall have full authority to discharge the responsibilities of the GM in his/her absence.
- 6.3.12. A vacancy in the GM position will be filled on a permanent basis, by an individual approved in advance by CMTA. Any vacancy of more than 45 calendar days shall result in a reduction in the monthly invoice.

6.4. **Contractor's Management Personnel**

- 6.4.1. The Contractor shall submit a comprehensive organizational chart (CDRL 6.4.1) and list of functional responsibilities and required individual qualifications no later than 60 days after NTP. The individuals assigned as direct reports to the GM must be or become a resident of the Austin metropolitan area and available 24 hours a day, seven days a week with a one hour response time to emergency calls. The contractor shall provide an updated organizational chart within one week of any personnel changes along with background check certification.

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6.5. **Manager of Railroad Transportation**

6.5.1. The Manager of Railroad Transportation shall have a combination of at least ten years professional railroad transportation experience in the freight, passenger, and commuter railroad and shall manage daily operation of all revenue and non-revenue trains; train crews; terminals, yards and stations; customer and employee safety; daily interaction and cooperation with freight and excursion train providers and other third parties including Positive Train Control system Contractors and consultants.

6.6. **Manager of Rail Vehicle Maintenance**

6.6.1. The Manager of Rail Vehicle Maintenance shall have at least ten years professional railroad mechanical experience maintaining railroad passenger locomotive or DMUs in compliance with FRA regulations and APTA "Manual of Standards and Recommended Practices for Passenger Railroad Equipment".

6.6.2. The Manager shall oversee and direct all production planning activities as well as implementation of all Rail Vehicle Maintenance activities. This includes but is not limited to all inspections, maintenance, repair, and maintenance planning for the CMTA rail vehicle fleets and train control carborne systems. The manager shall interact and cooperate with third parties including but not limited to Positive Train Control system contractors and consultants. He/She shall manage integration of new rail vehicles into the fleet.

6.7. **Maintenance of Way Manager**

6.7.1. The Maintenance of Way Manager shall have at least ten years railroad freight/commuter maintenance of way experience consisting of installing, maintaining and restoring track, bridges and track drainage systems on FRA track classes ranging from excepted to IV track or better with jointed and continuously welded rail; cutting welding and grinding rail, frogs, switch points, replacing grade crossings, identifying and correcting rail defects, rerailing derailed trains. Inspecting and maintaining of open deck and ballasted deck bridges with at least four years of experience managing maintenance of way crews.

6.7.2. The Manager shall be responsible for directing all inspection, maintenance, repair and maintenance planning for all CMTA right of way including track bridges, culverts and drainage systems.

6.8. **Manager of Dispatching Services**

6.8.1. The Manager of Dispatching Services shall have at least ten years previous railroad dispatching experience on an FRA regulated railroad in a combination of freight, passenger, commuter train dispatching in CTC, TWC, DTC territories with at least four years' experience as a Chief or Assistant Chief Dispatcher.

6.8.2. The Manager shall be responsible for oversight of the Contractor's dispatch services, service recovery, incident notification and public information efforts, including the supervision of dispatching responsibilities.

6.8.3. The Manager shall be responsible for, coordinating alternate transportation in the event of service disruption, inclement weather, accident or other circumstances.

6.9. **Manager Finance, Accounting, and Administration**

6.9.1. The Manager Finance, Accounting and Administration shall have experience; knowledge of Generally Accepted Accounting Principles; business and financial planning; budget and

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production plan development and implementation; financial information collection and reporting;

- 6.9.2. The Manager's responsibilities include oversight of all financial activities and audits associated with Contract Services; including implementation of corrective actions and recommendations deemed necessary and approved by CMTA; financial reporting; oversight of all accounting activities associated with Contract Services; prompt and accurate invoice preparation and delivery including accurate deductions as they occur; oversight of all administrative activities associated with Contract Services.

6.10. **Manager of Safety & Training**

6.10.1. The Manager of Safety & Training shall have at least ten years of rail experience consisting of railroad transportation and dispatching and or rail vehicle maintenance, or maintenance of way or signal and communication maintenance, railroad or rail transit safety and systems safety, security and accident and incident investigation and NIMS training.

6.10.2. The Manager shall have experience in administering all applicable federal, state, county, municipal and CMTA regulations pertaining to railroad operations, dispatching, and maintenance, including but not limited to FRA, GCOR, NTSB, HazMat, OSHA, other safety regulations and investigating accidents and incidents investigation procedures and requirements, Occupational Safety & Health (OSHA) 29 CFR 1910 & 1926 regulations.

6.10.3. Responsibilities include day-to-day management of CMTA's System Safety Program Plan and the Contractor's safety compliance plans; investigation and reporting of incident, accidents, derailments, near misses, close calls, safety related complaints, rules violations, and other safety concerns; PPE training, hazard management, bio-hazard, risk reduction and corrective action plans; and other regulatory CMTA and Contractor safety initiatives, rules programs, orders, and processes.

6.10.4. Responsibilities further include developing and implementing and administrating the CSCP; management of all safety risk mitigation for the Contractor; interaction and cooperation with CMTA Transportation, Safety, Security; and Third Party Railroads.

6.10.5. The Manager of Safety and Training will be a full-time professional resides in the Austin, Texas available to respond to callouts in an hour or less.

6.11. **Manager of Signal System Maintenance**

6.11.1. The Manager of Signals should have at least ten years of railroad signal experience consisting of a combination of signal system design, construction, maintenance and test (minimum four years supervision) of APB, CTC, Enhanced Automatic Train Control (E-ATC) (Wayside and Carborne), interlocking (Microlok) and grade crossing warning systems (MS2000, GCP3000, GCP4000, HXP3, and XP4) consisting of solid state and relay based train detection (Microtrax) and cab signaling systems using but not limited to Ansaldo, Siemens and Alstom (GETS) equipment. The Manager of Signal System Maintenance must demonstrate a working knowledge of all the regulatory requirements pertaining to the design, operation, construction, maintenance and test of wayside, cab and grade crossing warning signal systems, demonstrate proficiency in developing implementing and follow signal system inspection test, cutover and maintenance procedures and instructing subordinates.

6.11.2. Responsibilities include managing the maintenance, repair, inspection and testing of signal and train control systems including but not limited to automatic block, interlocking, highway grade crossing warning systems, wayside signal systems, cab signals, ensuring

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regulatory compliance, maintaining records, identifying and mitigating failure trends, tracking signal inspections, conducting efficiency tests, auditing signal maintenance, overseeing the development of and implementation of signal maintenance procedures.

6.11.3. In addition, this individual will be responsible for the operation and maintenance of systems related to Title 49 CFR Part 236 Subpart I.

6.12. Manager of Communication System Maintenance

6.12.1. The Manager of Communications should have at least ten years of experience consisting of a combination of communications systems engineering construction, maintenance (minimum four years supervision) and test of railroad wayside and office communication systems including but not limited to analog and digital telecommunications, T1 / DS0 communications and associated telecommunications equipment, DMS signs, microwave radio, UHF data radio network, cellular router/modems, cellular private network, network / LANs, SCADA, and fiber communication devices. The Manager of Communications System Maintenance must demonstrate a working knowledge of all the regulatory requirements pertaining to the design, operation, construction, maintenance and test of railroad communication systems, demonstrate proficiency in developing, implementing, and following communication system inspection, test, cutover and maintenance procedures and providing instructing subordinates.

6.13. Material Manager

6.13.1. The Material Manager should have at least five years of material management and inventory control experience. The manager shall have familiarity with the procurement and materials regulations of the railroad industry; shall have knowledge of the FTA procurement regulations and reporting requirements. The manager shall have railroad or rail transit experience using an electronic asset management system.

6.13.2. Responsibilities include oversight of all the Contractor's procurement activities; material storage, handling and distribution activities; all procurement documentation and tracking; data entry and use of material management information system; all procurement and material management reporting; developing, implementing and overseeing the monthly material meetings with end users and CMTA; minimizing stock-outs; accurate and timely ordering, storage, handling, distribution and tracking of all project material; and required reporting to FTA and other funding agencies.

6.14. Changes in Management Personnel

6.14.1. The Contractor's management team stability is a critical element in successful performance under this Contract. To achieve that objective, the Contractor shall not transfer the ~~GM~~ General Manager or any of the ~~GM's~~ direct reports for a minimum of twenty-four (24) months from the Service Commencement Date, unless otherwise approved by Capital Metro.

6.14.2. Any change in the General Manager position or other Key Personnel positions that occurs within twenty four (24) months of the Commencement Date shall require the Contractor to pay the Authority Twenty Five Thousand Dollars (\$25,000), per position, per change, in liquidated damages. The Authority may waive damages, at the sole discretion of the Authority, if the Contractor provides a replacement acceptable to the Authority.

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- 6.14.3. The Contractor shall provide no less than ninety (90) days written notice of any proposed change in the General Manager. The Authority shall have the right to terminate the Contract or assign liquidated damages of Twenty Five Thousand Dollars (\$25,000) per change, per incident, solely at Capital Metro's discretion, if any personnel change is made to the General Manager position without written Authority approval and/or proper notice.
- 6.14.4. CMTA reserves the right at any time to direct the contractor to remove the GM or any direct reports to the GM for cause from the performance of Contract Services, or transferred to another position. Capital Metro reserves the right at any time to direct the Contractor to correct deficiencies in the performance of the General Manager and/or other Key Personnel. Capital Metro may issue the Contractor a written Deficiency Notice identifying the deficiencies of the General Manager and/or other Key Personnel. The Contractor shall have thirty (30) days from receipt of the written Deficiency Notice to respond with proposed corrective actions to resolve the identified deficiencies.
- 6.14.5. Capital Metro reserves the right at any time to issue the Contractor a Dismissal or Reassignment Notice requesting dismissal or reassignment of the General Manager and/or other Key Personnel. The Contractor shall have two (2) days from receipt of the written Dismissal or Reassignment Notice to agree to such dismissal or reassignment request, or provide justification for further consideration. Capital Metro shall have the right to refuse any further consideration and require the Contractor to execute the requested dismissal or reassignment. In the event that the Contractor terminates a member of the management team for cause, the Contractor shall provide notice to CMTA within 1 hour of termination.
- 6.14.6. The Contractor shall submit to CMTA for review and approval the names and resumes of the individuals it proposes to fill any vacancy in a management position.
- 6.14.7. The vacancy of management key positions for more than 30 ~~45~~ days shall result in a reduction in the monthly invoice.

6.15. Availability of Employee Records

- 6.15.1. The Contractor shall maintain employee records as necessary in order for CMTA to determine the Contractor's compliance with applicable laws and regulations.
- 6.15.2. These records include:
- 6.15.2.1. Name;
 - 6.15.2.2. Position;
 - 6.15.2.3. Hire date;
 - 6.15.2.4. Wage and benefit records;
 - 6.15.2.5. Contractor Personnel qualifications, certifications, and training; and
 - 6.15.2.6. Contractor Personnel regarding attendance, discipline, drug and alcohol testing, and criminal violations that directly relate to the performance of the Contract Services.
- 6.15.3. All such records shall be available for inspection by CMTA upon its request during the Contractor's normal business hours.
- 6.15.4. The Contractor shall provide a staffing plan (CDRL 6.15.4) for all functional areas of the contract, to include but not limited to:

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- 6.15.4.1. General Manager
- 6.15.4.2. Transportation
- 6.15.4.3. Maintenance of Rail Vehicle
- 6.15.4.4. Dispatch
- 6.15.4.5. Maintenance of Way
- 6.15.4.6. Signals
- 6.15.4.7. Communication
- 6.15.4.8. Safety and Training
- 6.15.4.9. Finance, Accounting and Administration
- 6.15.4.10. Parts and Materials

6.15.5. The Staffing Plan shall include the roles of the manager, supervisor, foreman, inspector, etc. and front line employees that will be used to perform the requirements of the contract. The plan shall be submitted to CMTA no later than 60 days NTP.

6.15.6. The Contractor shall also submit to CMTA a monthly staffing report (CDRL 6.15.6) containing authorized headcount by function and current Contractor Personnel lists.

6.16. **Competency**

6.16.1. All employees hired by the Contractor or its subcontractors shall be qualified and experienced in the work for which they are engaged, and shall possess all necessary and current certifications.

6.17. **Damage to CMTA Property**

6.17.1. The Contractor's Personnel, or agents, consultants, suppliers, Subcontractors or representatives of the Contractor shall not deface, damage, destroy, misuse, litter or vandalize rolling stock, stations, shops or equipment, hi-rail or machinery or any other part of the Capital Metro Railroad. This includes the application of unauthorized or inappropriate decals, advertising or other artwork.

6.18. **Hiring of Existing Workforce**

6.18.1. The Contractor shall evaluate the existing contractor's qualified personnel for positions under this scope of services. The Contractor shall submit its recommended list to rehire to CMTA approval (CDRL 6.18.1) no later than 30 day NTP.

6.18.2. The Contractor shall notify CMTA on the status and progress of the hiring process (CDRL 6.18.2), 30 days after NTP.

6.19. **Workforce Management**

6.19.1. The requirements of the Management Services section of the Contract shall not be construed to:

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6.19.1.1. Impose a mandatory staffing level for the Contract Services throughout the term of this contract;

6.19.1.2. Restrict the Contractor's ability to manage the number of positions and size of workforce it determines to be necessary to perform the Contract Services, as vacancies occur or as services are added or adjusted during the Term of the contract.

6.19.1.3. Restrict the Contractor's ability to dismiss employees for cause.

6.20. **Contractor Personnel Conduct**

6.20.1. The Contractor shall employ individuals that can work in harmony with all other individuals employed by CMTA or by other contractors of CMTA. The Contractor agrees that all persons employed by it to manage or work on CMTA's premises shall conduct themselves, at all times, in an orderly and proper manner.

6.21. **Conduct Unbecoming an Employee**

6.21.1. Conduct Unbecoming of an Employee shall include, but not be limited to, the following behaviors:

6.21.1.1. Misconduct towards a Customer or other person on the Service Property, including abusive, hostile, harassing, discriminatory, argumentative, or demeaning behavior.

6.21.1.2. Failure to comply with the customer service standards, described in Contractor Customer Service Responsibilities of this Contract.

6.21.1.3. Negligent performance of the Contract Services.

6.21.1.4. Use or possession of illegal drugs or alcohol.

6.21.1.5. Use or possession of firearms or other weapons.

6.21.1.6. Dishonesty, including without limitation (i) theft, and (ii) the willful failure to accurately complete required reports.

6.21.1.7. Disorderly conduct.

6.21.1.8. Fighting.

6.21.1.9. Insubordination.

6.21.1.10. Criminal activity

6.21.1.11. Vandalism or other intentional damage to Property or Third-Party property.

6.21.1.12. Failure to make proper and/or required announcements.

6.21.2. The Contractor shall promptly investigate all reports of Conduct Unbecoming of an Employee, and shall institute appropriate corrective measures

6.21.3. The Contractor shall take steps to ensure that similar instances of Conduct Unbecoming of an Employee does not occur in the future.

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- 6.21.4. The Contractor's Personnel shall not, while engaged in the performance of contract services, read personal material, watch or listen to television or other video devices, or use other electronic devices (such as cellular phones, personal digital assistants, tablet computers etc...) for personal reasons.
- 6.21.5. The Contractor's Personnel shall not sleep or appear to sleep, or fail to perform duties in a timely fashion as assigned.
- 6.21.6. Uniformed Contractor Personnel must avoid congregating in groups in public spaces.
- 6.21.7. All Contractor Personnel who interact with Customers or the public, must conduct themselves with courtesy and decorum, dress appropriately for the provision of service to Customers, and wear a clearly visible identification badge.
- 6.21.8. All Contractor Personnel who interact with Customers or the public, while on duty, shall follow all Capital Metro HR policies (Exhibit J Attachments 21 and 36).
- 6.21.9. The Contractor shall develop and implement an audit plan and reporting protocols (CDRL 6.21.9) that target employee conduct and appearance. The plan and protocols must be submitted for CMTA approval no later than 60 days after NTP.
- 6.21.10. The Contractor shall also, at the request of CMTA, in addition to instituting the corrective measures for any Contractor Personnel who engage in Conduct Unbecoming an Employee, or who CMTA deems unsatisfactory on any reasonable basis, prevent such Contractor Personnel from entering the Service Property.

6.22. **Prohibited Conduct - Cause for Removal From Service**

- 6.22.1. CMTA may require Contractor to immediately remove pending investigation, any operator from CMTA service for any one of, but not necessarily limited to, the following:
- 6.22.1.1. Committing unsafe or inappropriate acts while providing service
 - 6.22.1.2. Failure to follow CMTA policies and procedures
 - 6.22.1.3. Cell phone use while operating CMTA rail vehicle, including texting and use of Bluetooth devices
 - 6.22.1.4. Conviction of any felony criminal offense
 - 6.22.1.5. Not in the approved uniform
 - 6.22.1.6. Failure to follow safety rules and regulations
 - 6.22.1.7. Failure to follow security policies, guidelines and procedures
 - 6.22.1.8. Notification of an active warrant from any law enforcement or judicial agency

6.23. **Employment**

- 6.23.1. The Contractor shall fill all Workforce Positions in compliance with the requirements of this contract, including the provision of weekly written reports to CMTA, updating its status of the hiring process. This shall be an agenda item at the Weekly Status Meeting described in Weekly Status Meetings of Mobilization.

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6.23.2. The Contractor shall submit to CMTA a list of positions that the Contractor defines as "Safety Sensitive" (CDRL 6.23.2) as defined by the FRA or DOT. This list shall include all subcontractor employees. This list shall be furnished prior to the commencement of the Mobilization period, but in no case later than 30 days NTP. All employees holding positions listed shall be subject to the Contractor's Drug & Alcohol Policy.

7. TRANSPORTATION SERVICES

7.1. The Contractor shall perform the Transportation Services for the Central Subdivision to include: train engineers and train engineer supervision.

7.2. The Contractor shall operate, manage and staff transportation Services within the service property.

7.3. The Contractor shall provide the Transportation Services in accordance with the Service Schedules and Special Events (Exhibit J – Attachment 9) as currently found on CMTA's public website and as revised during the Term of the Contract.

7.4. The Contractor shall develop and submit a Transportation Service Plan (CDRL 7.4) to CMTA for approval no less than 60 days after NTP. CMTA shall approve or return the Transportation Service Plan to the Contractor for revision no more than 30 days after submission.

7.5. The Transportation Service Plan shall include details of all train service, staffing, Engineer and Operational Efficiency Test Plans, a Drug and Alcohol test policy, an Attendance Control policy and a Code of Conduct. This plan must demonstrate compliance with all applicable federal, state, local CMTA regulations and guidelines.

7.6. The Contractor shall submit an update of the Transportation Service Plan annually on October 1st of each year for CMTA review and written approval. Updates to the Transportation Service Plan may be required more often as required by Service Changes or as required by notice in writing by CMTA's Vice President of Rail Operations or designee.

7.7. Each update shall address anticipated schedule changes due to special events, and any proposed changes needed to support work having a direct impact on service delivery.

7.8. Supervisor and Manager

7.8.1. All Contractor Transportation Department managers and supervisors shall be fully qualified DMU locomotive engineer and hi-rail qualified/certified no later than 90 days after the service commencement date.

7.8.2. Any proposed changes to the TSSP must be approved in writing by CMTA.

8. COMMUTER TRAINS

8.1. Service Recovery Trains

8.1.1. The Contractor shall have one service recovery DMU prepared, serviced, staged, crewed and available for train substitution in the event any condition which requires a substitution or additional service unless approved in writing by CMTA.

8.1.2. The service recovery train crew shall be stationed near the service recovery train in order to expedite departure of the train when called to duty.

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8.1.3. The Contractor may elect to operate non-revenue trains for the purpose of familiarizing their personnel with DMUs. This will be done at no additional cost to CMTA.

9. DISPATCHING SERVICES

- 9.1. The Contractor shall operate and maintain the Dispatch Control Center (DCC) located at North Operations facility at 9315 McNeil Road, Austin, Texas continuously (24 hours per day, 7 days per week, and 365 days per year). From the Dispatch Center, the Contractor shall provide train dispatching services for the entire 112 miles of the CMTA Railroad (CMTY), which includes MP 21 to MP 127.70, and 6 miles branch to Marble Falls.
- 9.2. The Contractor's personnel shall be responsible for direction, supervision and control over the safe and efficient movement of all trains and on-track vehicles; protection of all other on-track activity on the Capital Metro Railroad under the dispatch control including but not limited to movement of commuter trains, on track equipment, excursion trains and freight trains; and notification of all operating rule violations. All such dispatch services shall be governed by and subject to all current operating and safety rules, orders, procedures, and regulatory standards, applicable to the Capital Metro Railroad. Average annual freight carloads are approximately 45,000.
- 9.3. The Contractor shall dispatch Rail security on the official CMTA radio communications system and monitor for emergency alert activity from security vehicles.
- 9.4. All such dispatch services shall be governed by and subject to all current operating and safety rules, orders, procedures, and regulatory standards, applicable to the Capital Metro Railroad.
- 9.5. The Contractor shall dispatch freight trains operating on the CMTA railroad. The Contractor shall be responsible for coordination of schedules and operations to ensure freight operations are not delayed. The Contractor shall maintain required crew, consist and delay records for all freight train movements on the Capital Metro Railroad.
- 9.6. CMTA Rail Operations personnel may, at any time, enter the Dispatch Center. CMTA shall provide necessary pass keys and/or pass codes to the Contractor for the purpose of entering the Dispatch Centers.
- 9.7. The Contractor's dispatchers shall maintain and provide to CMTA, upon request records pertaining to the dispatch center, all FRA-required logs and records including but not limited to: logs of train movements, Form D movement permits, grade-crossing failures, and notes of extraordinary and unusual events to the Vice President of Rail Operations or designee.
- 9.8. The Dispatch Control Center shall be supervised by management-level Contractor Personnel who are:
 - 9.8.1. Familiar with the physical characteristics of the Capital Metro Railroad;
 - 9.8.2. Sufficiently qualified as a dispatcher on CTC and TWC territory.
- 9.9. *Intentionally left blank*
- 9.10. *Intentionally left blank*
- 9.11. The Contractor shall observe the terms of CMTA Temporal Separation Plan (Exhibit J-Attachment 15).

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9.12. When normal train operations are disrupted, the Contractor shall use best judgment to move passengers in the most expeditious and safe manner possible. If a bus bridge is used, CMTA will assume the cost of bus bridge services.

9.13. Contractor personnel and those working in the Dispatcher Offices must be dressed in proper business casual attire and maintain a professional demeanor at all times.

9.14. **Incident Management Notification**

9.14.1. In the event of Service Disruptions **and delays** of freight, excursion or commuter rail services, the dispatcher shall notify the Vice President of Rail Operation or designee, notify the public at stations and passengers on-board trains, investigate such delays and disruptions, and prepare reports, as set forth below in accordance with the incident notification procedures.

9.14.2. CMTA reserves the right to change the notification procedures identified herein at any time during the Contract Term.

9.14.3. **Contractor shall provide notification to all required personnel and agencies.**

9.14.4. **Contractor shall record all incidents and notification information in the CMTA provided rail incident management system (OrbCad).**

9.15. **Notification of Service Delays to CMTA**

9.15.1. Notification Sequence – The Contractor shall provide immediate notice to CMTA of service delays.

9.15.2. The Contractor shall generate Delay Reports (CDRL 9.15.2) utilizing the Incident Management System. Each delay shall be classified as per the incident notification procedure.

9.15.3. Delay Reports shall include all delays, regardless of duration. Delay Reports shall be produced in conformance with the requirements identified in (On Time Performance) of the Transportation Services section of this Contract.

9.16. **Incident Management (Service Recovery)**

9.16.1. In the event of a Service Disruption in which there are events or occurrences on or off the Central Subdivision including, without limitation, collisions, derailments, fires, fatalities or injuries, or other emergencies whose potential impact on service requires close coordination of multiple activities, the Contractor shall designate a senior official to oversee management of the incident and to act as a single point of contact for CMTA with respect to the incident (“Incident Commander”). In addition to Service Disruptions, the contractor will notify the Vice President of Rail Operations or designee of any event resulting in the use of a bus bridge (Exhibit J – Attachment 10) for commuter train service.

9.16.2. The Contractor shall follow the incident management, notification and reporting procedures set forth herein.

9.17. **Incident Notification Procedures**

9.17.1. The Contractor shall develop and implement incident management and external notification procedures (CDRL 9.17.1) which will address delays, on-board trains, whenever

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delays are in excess of five minutes and provide updates every 10 minutes until the delay has been resolved. The procedures will be submitted to CMTA 60 NTP.

9.17.2. The Contractor shall also notify Customers of potential delays immediately upon becoming aware of such potential delays. Notification shall be provided regardless of whether the event is considered a Service Disruption, and shall be delivered in accordance with the Contractor Customer Service Responsibilities section of this Contract.

9.17.3. Following a significant delay, series of regular delays, or at the direction of CMTA, the Contractor shall provide information to customers through the use of the CMTA public outreach staff.

9.17.4 The contractor shall record all incidents in the incident management system (OrbCad).

9.18. Public Information Measures

9.18.1. The Contractor shall provide and distribute such information as is directed by the CMTA to transmit to the public, including information concerning any disruptions and resulting delays due to emergencies or service disruptions, in the form of station postings, and visual messages and otherwise render assistance monitoring and supervising the service. At the request of CMTA, the Contractor shall distribute information, including passenger comment cards, to the public. Editorial content of supplemental information to the public is at the sole discretion of CMTA. No employees of the Contractor shall interface with the media without the consent of the CMTA. The Contractor shall install CMTA-approved promotional materials or public information notices on Central Subdivision and Service Equipment at the request of CMTA. The Contractor shall not release any statistical data or other information to the media or any other third-party without the prior approval of CMTA. The Contractor or its employees shall not engage with the media regarding CMTA matters. All media requests regarding CMTA shall be referred to the CMTA's Public Information Officer.

9.19. Coordination with CMTA Freight Provider and Excursion Train Provider

9.19.1. The Contractor shall conduct quarterly meeting with the freight contractor, ASTA and CMTA to discuss operational issues from the prior quarter and to address any issues of concern and future plans. Written minutes of such meetings must be prepared by the contractor and made available to CMTA.

10. MAINTENANCE OF WAY SERVICES (CONSISTS OF TRACK, BRIDGES, AND CROSSINGS SURFACES)

10.1. The Contractor shall perform track inspection and maintenance, special work inspection and maintenance, bridge inspection and maintenance, culvert inspection and maintenance, grade crossing surface inspection and maintenance, drainage ditch inspection and maintenance, vegetation control and rail polishing on the contract Service Property as part of its maintenance way services responsibilities under this contract. Contractor is to assume 45,000 average carloads annually.

10.2. As part of the inspection and maintenance requirements of this contract, the Contractor shall perform the following maintenance of way services on the contract Service Property every contract year:

10.2.1. Install 21,100 linear feet, of new 115# or 136# railAnchor and spike two track miles

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- 10.2.2. Install 7500 mainline rail ties
- 10.2.3. Tamp and surface six central subdivision track miles
- 10.2.4. Replace two grade crossings (all associated materials)
- 10.2.5. Replace 10 failed or blocked culverts
- 10.2.6. Reshape/contour five miles of track side drainage ditches
- 10.3. The contractor shall conduct all Service Property Maintenance of Way inspection, maintenance and replacement services in accordance with all applicable federal, state, municipal AREMA, APTA, FRA and CMTA laws rules, regulations, requirements and recommended practices.
- 10.4. The Contractor shall comply with all applicable federal, state, local, industry and CMTA safety requirements, regulations, or guidelines relating to the maintenance of the Service Property including but not limited to safety, environmental and other requirements, regulations, standards, or guidelines promulgated by FRA, AREMA, EPA, APTA, TXDOT, ADA, FTA, TCEQ or DOT as they pertain to MOW.
- 10.5. The Contractor shall inspect, repair and maintain the Service Property in accordance with the procedures and standards set forth in this Contract. The Central Subdivision must, at all times, be suitable for the provision of commuter, freight and excursion rail service.
- 10.6. The Contractor shall maintain the condition and availability of the infrastructure assets of CMTA for the operation of commuter, excursion and freight rail service, and shall not defer maintenance of these assets so as to reduce the Contractor's costs, or for any other reason to the detriment of CMTA or the performance of the Contract Services. These assets include the Service Property assets themselves; the inventories of material and spares; the intellectual property; the control of the assets' configuration; and the information required for a safe, quality, and cost effective passenger and freight rail service on the Central Subdivision.
- 10.7. **The Contractor shall:**
 - 10.7.1. Comply fully with the terms of any manufacturers' warranty on the Service Property and any other property used in the provision of this Contract.
 - 10.7.2. Cooperate with CMTA regarding the fulfillment of any warranty obligations; and administer such warranties on behalf of CMTA; and
 - 10.7.3. Provide CMTA with any information necessary to the administration of any such warranties at the termination date of this Contract.
- 10.8. The Contractor shall perform and oversee Maintenance of Way activity within the Service Property, include all freight tracks, and crossing surfaces.
- 10.9. The Manager of Maintenance of Way shall have his/her office located at 9315 McNeil Road, Austin, TX along with his/her staff and technical staff.
- 10.10. The Contractor shall not establish any reporting location or staging area, nor set up any office or storage trailer on the Service Property or any other property without the prior written approval of the Vice President of Rail Operations or designee.

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- 10.11. The Contractor shall maintain memberships in the AAR, AREMA, APTA and the American Shortline Railway Association.
- 10.12. The Contractor shall enter five years of historical maintenance data into the Asset Management System within the first 60 days of service commencement date. This information may reside in several different databases and, in some cases, hardcopy form.
- 10.13. Where additional historical data is required for scheduling of tests, inspections, and maintenance activities, such as rail and tie maintenance, the Contractor shall be required to enter data from manual records.
- 10.14. All required tests, inspections, and preventive maintenance activities shall be scheduled from the historical last date. All monthly, quarterly, and yearly required tests, inspections, and preventive maintenance records shall be delivered to the Agency electronically, monthly, quarterly and annually.
- 10.15. The Contractor shall establish computerized work orders in the Asset Management System.
- 10.16. The Contractor shall provide CMTA weekly maintenance activity reports for all scheduled MOW work.
- 10.17. **Maintenance of Way Plan (MOW)**
- 10.17.1. The Contractor shall submit the Maintenance of Way Plan (CDRL 10.17.1) to CMTA for review and approval within 90 days after NTP. Thereafter, the Contractor shall submit a preliminary draft of the proposed Maintenance of Way Plan on or before December 1st of each year and the final draft on or before February 1st of each year after approval through the Configuration Management Process.
- 10.17.2. The Maintenance of Way Plan shall identify the inspection and maintenance activities to be undertaken by the Contractor; maintenance performance standards; frequencies of tasks; specific work schedules; proposed work windows, track outages or service diversions; and EIC requirements.
- 10.17.3. The Maintenance of Way Plan shall include, but not be limited to, the following components:
- 10.17.3.1. Rail Replacement Plan (CDRL 10.17.3.1)
 - 10.17.3.2. Tie and OTM Replacement Plan (CDRL 10.17.3.2)
 - 10.17.3.3. Grade Crossing Surface Improvement Plan (CDRL 10.17.3.3)
 - 10.17.3.4. Tamping and Surfacing Program (CDRL 10.17.3.4)
 - 10.17.3.5. Rail Polishing Program (CDRL 10.17.3.5)
 - 10.17.3.6. Drainage Maintenance Plan (CDRL 10.17.3.6)
 - 10.17.3.7. Bridge Maintenance Plan (CDRL 10.17.3.7)
 - 10.17.3.8. Timber Bridge Deck Plan (CDRL 10.17.3.8)
 - 10.17.3.9. Culvert Maintenance and Replacement Plan (CDRL 10.17.3.9)

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- 10.17.3.10. Vegetation Control Plan (CDRL 10.17.3.10)
- 10.17.3.11. 49 CFR 213 CWR Plan (CDRL 10.17.3.11)
- 10.17.3.12. Rail Grinding Plan (CDRL 10.17.3.12)
- 10.17.3.13. Trash Removal Plan (CDRL 10.3.13)
- 10.17.4. The Contractor shall provide annual updates to the Maintenance of Way Plan (CDRL 10.17.1).
- 10.17.5. The Contractor shall not stockpile debris and spoils on its property. The Contractor is responsible for disposal of all salvage materials.
- 10.17.6. The Contractor shall remove all trash and debris immediately, and in no event longer than 24 hours after discovering same or receiving notice from CMTA of the existence of same.
- 10.17.7. The Contractor shall not apply decals, bumper stickers, or other materials not related to the Contract Services to any surface on the railroad property, including non-revenue vehicles and work equipment. The Contractor shall remove all such materials immediately upon discovery or notification.
- 10.17.8. The Contractor shall remove graffiti expeditiously, and in no event longer than 24 hours after receipt of a report of graffiti at any location on the owned by Capital Metro on the Service Property. The Contractor shall prioritize the removal of graffiti but in every case graffiti containing ethnic, racial, obscene or otherwise offensive content shall be removed immediately upon notification or discovery. Graffiti can be temporarily covered until the entire surface can be repainted.
- 10.17.9. All maintenance of way reporting locations, tool houses, and shop facilities, including buildings, equipment, utilities, sanding facilities, fueling facilities and train storage areas, shall be kept clean.
- 10.18. **Corrective Maintenance – Damaged Components**
- ~~10.18.1. The Contractor is responsible for repairing all damage to the service property necessary to restore and maintain rail service disrupted by acts of God, weather, vandalism, incidents, accidents, trespassers, debris strikes etc.~~
- 10.18.2. ~~10.18.2 CMTA will reimburse the contractor for any work that exceeds \$25,000 per incident, per location in accordance with Exhibit E-6 of this contract. The contractor is financially responsible for an amount not to exceed \$25,000 per incident per location (within 2500 feet). The contractor will be responsible at its cost to repair any damage to the rail track, the DMU vehicles, and ancillary equipment (e.g. signal houses, crossing gates, signage) up to the amount of \$25,000 per incident caused by the following events: vandalism, trespassers, debris strikes, washouts, floods, wind events, tornadoes, hurricanes, birds strikes, animals, and motor vehicle collisions that damage the track, signal gates, or signage. For amounts exceeding \$25,000 Capital Metro will pay the dollar difference upon invoice and proper supporting documentation.~~
- 10.18.3. The contractor shall provide repairs associated with the conditions above to the service property and infrastructure inclusive of labor (overtime), material and equipment. Under no circumstances will the contractor submit additional costs for equipment or personnel included in the base contract.

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10.19. Maintenance of Way Standards

10.19.1. The Contractor shall maintain all of the Service Property main track and sidings at CMTA Class IV or higher. The freight interchange tracks and yard tracks shall be maintained to CMTA Class II. Freight only tracks located next to the commuter tracks shall be maintained at CMTA Class III.

10.19.2. Inspection and test dates shall be scheduled from the last inspection date, not from the Services Commencement Date.

10.19.3. The Contractor shall notify CMTA when a temporary speed restriction is imposed for any reason, the Contractor shall submit to CMTA a schedule for performing the work necessary to remedy the need for each such temporary speed restriction. The Contractor shall perform the work in accordance with the approved schedule. Designation of a temporary speed restriction as permanent requires prior written CMTA approval.

10.19.4. The Contractor shall inspect, repair and certify all CMTA hi-rail gear annually.

10.20. Wrecks/Derailments

10.20.1. The Contractor shall clear wrecks and derailments that occur in the Service Property as soon as possible to restore operations.

10.21. Employee in Charge/Flag Protection and Track Outage

10.21.1. The Contractor shall provide all EICs for its own workforce as well as the subcontractor providing services associated with this Contract.

10.21.2. At a minimum, the contractor shall provide three (3) full time dedicated employees in charge (EIC) personnel to CMTA. Employees must be GCOR rules and territory qualified. When not performing EIC responsibilities will be assigned maintenance of way activities by the contractor.

10.21.3. CMTA shall have the right to ask for additional EICs and/or EIC support for any and all projects that require additional manpower. These services will be provided to CMTA or those designated by CMTA at no cost as long as no more than three EICs are being used at one time.

10.21.4. CMTA may also direct the contractor to provide additional EIC upon 60 days' notice.

10.21.5. The Contractor shall provide EIC services for work performed by Third Parties on the Central Subdivision. EIC for bridge work done on Central Subdivision by CMTA shall be performed by the Contractor as part of the contract. EIC for any other work performed by Third Parties shall be compensated by the Third Party under separate agreement.

10.21.6. The Contractor must attend weekly Track Allocation and Site Specific Work Plan meetings.

10.21.7. The Contractor shall perform all maintenance work so as to mitigate the impact on, or disruption to Central Subdivision Rail Services to the extent practicable. Track outages for work will be approved by CMTA through the Track Allocation meetings. The Contractor shall follow the Contractor Interface with Rail Operations Policy and Procedures when requesting track outages. The track outage request shall be submitted in the form

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specified in the Contractor Interface with Rail Operations Policy and Procedures (EXHIBIT J ATTACHMENT 42).

10.21.8. The Contractor shall explore all available alternatives to the track outages and shall provide the reasons that such alternatives are not viable. In the event a track outage is required to respond to an Emergency, the Contractor may commence such work immediately, and shall provide notification to CMTA Vice President of Rail Operations or designee as soon as practicable.

10.22. Track Inspection

10.22.1. The Contractor shall conduct all inspections.

10.22.1.1. Supervisory track and right of way inspection reports (CDRL 10.22.1.1) shall be performed in accordance with FRA.

10.22.1.2. Grade crossing and surface inspections shall be performed annually.

10.22.1.3. The Contractor shall conduct special track inspections during and immediately after severe weather conditions. The Contractor shall promptly submit a report of observed conditions that could affect railroad operations and identify corrective actions required.

10.22.1.4. The Contractor shall perform joint switch inspections monthly with representatives of both track and signal departments.

10.22.2. The results of all inspections shall be recorded on the prescribed form, including digital photographs as appropriate, and signed by inspector(s) and submitted to the appropriate agency(s) with a summary report of all inspections submitted monthly to CMTA (CDRL 10.22.2). The Contractor shall use the Asset Management System to reflect the fact that the inspections occurred and detail any conditions found during the inspections.

10.23. Rail

10.23.1. The Contractor shall conduct ultrasonic testing (CDRL 10.23.1) twice annually of the entire Central Subdivision on commuter and freight track continuous welded rail ("CWR") and jointed rail, but not more than eight months apart.

10.23.2. The Contractor shall ultrasonically test main line replacement rail before installation.

10.23.3. The Contractor shall repair all defects identified during ultrasonic testing in accordance with the latest FRA requirements, without any additional cost to CMTA. In no case shall the Contractor allow a temporary repair to a defect revealed during ultrasonic testing to remain in track longer than 30 days.

10.23.4. The Contractor shall submit a report detailing results of rail testing and corrective actions taken. The Contractor shall submit such reports within two weeks of testing and corrective measures employed. The report shall also contain the raw data from the testing.

10.23.5. The Contractor shall install 21,100 linear feet of new 115# or 132# rail of OTM, each Contract Year.

10.23.6. The Contractor shall keep replacement rails neatly stacked in accordance with AREMA standards. The Contractor shall stack replacement rails at only CMTA approved

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locations. The Contractor shall include proposed rail storage locations as part of the rail replacement plan.

10.24. Timber and Surface

- 10.24.1. The Contractor shall install 7500 new ties each contract year. The Contractor shall install these ties in accordance with the Tie Replacement Plan. The Contractor will use this material in such a way to maintain an adequate supply of ties during the entire contract year.
- 10.24.2. Main line rail ties shall be replaced with new, #1 grade 7" X 9" X 8 ½' lengths, mixed hardwood, end plated, creosoted (7.5# or refusal), unless otherwise approved by CMTA.
- 10.24.3. The Contractor shall install OTM and granite ballast sufficient to support 7500 ties, replacement and installation during the contract year as part of the base contract.
- 10.24.4. The Contractor is responsible for tie disposal and shall begin concurrently with tie installation and shall continue without interruption until complete.
- 10.24.5. Tie replacement incidental to other work including, but not limited to grade crossing replacement, switch panel replacement, joint ties.
- 10.24.6. The Contractor shall perform all tie replacement in conformance with AREMA recommended practices and track buckling procedures in the MOW Services Standards.
- 10.24.7. Switch timber shall be changed as required to maintain the Central Subdivision according to standard and recommended practices.
- 10.24.8. Switch Ties shall be replaced with new, #1 grade 7" X 9" X assorted lengths, mixed hardwood, end plated, creosoted (7.5# or refusal), unless otherwise approved by CMTA.
- 10.24.9. The Contractor shall be responsible for the purchase, delivery, and installation of all inventory including rail, ballast, ties, timbers and OTM.
- 10.24.10. Within 30 days of removal, the Contractor shall sort all removed ties and timbers, separating ties to be reused on the Service Property from ties for disposal.
- 10.24.11. Within 30 days of removal, the Contractor shall stack and stockpile neatly ties to be reused. The Contractor must dispose of all remaining ties. Wooden ties and timber shall be disposed of in a manner in compliance with all federal, state and local regulations.
- 10.24.12. The Contractor shall provide inspection, maintenance, and replacement services for all ties and timbers in order to maintain the Central Subdivision at CMTA Class IV standards.

10.25. Track Structure

- 10.25.1. Gauge rods are prohibited from use without prior CMTA approval. Discovery by the Contractor of an improperly anchored track shall require the implementation of a temporary speed restriction and immediate notification of the condition to the Vice President of Rail Operations or designee. The Contractor shall perform corrective measures to anchor the track in accordance with all applicable standards and recommended practices.

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- 10.25.2. The Contractor shall test with the geometry car annually.
- 10.25.3. Discovery by the Contractor of any curves not spiked to CMTA and applicable standards or recommended practices shall require the Contractor to bring the track up to all applicable standards within 30 days.
- 10.25.4. The Contractor shall perform all tamping and surfacing up to 6 miles of track on the service property per contract year in order to maintain the central corridor, mainline track and sidings to CMTA Class IV condition.
- 10.25.5. The pre-existing temporary speed restrictions that are in existence on the Commencement Date shall be removed as quickly as practical. The Service Contractor shall submit a schedule for completion of this work (CDRL 10.25.5) no later than 120 days after NTP. This schedule shall be included in the initial assessment and subject to CMTA approval.
- 10.25.6. Temporary speed restrictions imposed by the contractor shall be corrected within 30 days from the date the speed restriction was imposed.
- 10.25.7. Turnouts shall always be resurfaced and realigned by the Contractor as part of any re-timbering work and included within the submitted work by schedule.
- 10.25.8. The Contractor shall keep all frogs, switch points and stock rails ground in accordance with CMTA Class IV Standards as part of the required inspection and maintenance services.
- 10.25.9. The Contractor shall maintain, repair or replace rail lubricators. All replacement materials shall be of equal quality or better. Lubricating materials shall be furnished and installed by the Contractor.
- 10.25.10. The Contractor shall perform inspection and maintenance of the track turnouts, crossovers and sidings in order to maintain the Service Property at CMTA Class IV or better.
- 10.25.11. All switch components and other track materials removed from track and deemed as reusable by mutual agreement of CMTA and the Contractor shall be repaired for reuse by the Contractor and returned to inventory. Repaired and refurbished inventory reclaimed to inventory shall be tracked as such in the Asset Management System.

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CMTA Commuter Corridor Track Standards

	Speed					
	Class 1	Class 2	Class 3	Class 4	Class 5	
	0-15	> 15-30	> 30-60	> 60-80	> 80-90	
§ 213.53 Gage						
The gage must be at least	4'8"	4'8"	4'8"	4'8"	4'8"	
But not more than	4' 9.75"	4' 9.5"	4' 9.5"	4' 9.5"	4' 9.5"	
§ 213.55 Alignment						
Tangent track						
The deviation of the mid-offset from a 62-foot line may not be more than	2.50	2.00	1.50	1.00	0.75	inches
Curved track						
The deviation of the mid-ordinate from a 31-foot chord may not be more than	1.75	1.50	1.00	0.625	0.50	inches
The deviation of the mid-ordinate from a 62-foot chord may not be more than	2.50	2.00	1.50	1.00	0.75	inches
§ 213.57 Curves; elevation and speed limitations						
The maximum crosslevel on the outside rail of a curve may not be more than	6.00	6.00	6.00	6.00	6.00	inches
The maximum operating speed for each curve may be determined by the following formula	$V_{\max} = \sqrt{\frac{E_a + 4}{0.0007D}}$					
	V _{max} = Maximum allowable operating speed (miles per hour) E _a = Actual elevation of the outside rail (inches) D = Degree of curvature (degrees) 4 = 4 inches of unbalance					
§ 213.63 Track surface						
Run off						
The runoff in any 31 feet of rail at the end of a raise may not be more than	3.00	2.00	2.00	1.50	1.00	inches
Profile						
The deviation from uniform profile on either rail at the mid-ordinate of a 62-foot chord may not be more than	2.75	1.75	1.25	1.00	1.00	inches
Crosslevel						
The deviation from zero crosslevel at any point on tangent or reverse crosslevel elevation on curves may not be more than	2.00	1.75	1.25	1.25	1.00	inches
Warp						
The difference in crosslevel between any two points less than 62 feet apart may not be more than	2.00	1.75	1.75	1.75	1.25	inches
Where determined by engineering decision prior to the promulgation of this rule, due to physical restrictions on spiral length and operating practices and experience, the variation in crosslevel on spirals per 31 feet may not be more than	1.25	1.00	1.00	1.00	0.75	inches
Track Structure	Continuous welded rail (CWR)					
Special Track Work	The CFR requirements shall apply.					

Figure 1 CMTA Commuter Corridor Track Standards

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10.26. Maintenance of Drainage Systems

- 10.26.1. The Contractor shall keep all Drainage Systems on the Service Property clean and free of obstructions.
- 10.26.2. When the Contractor replaces any Drainage System or portion thereof, the system shall be designed and constructed based on an evaluation of the current drainage conditions and applicable regulatory requirements.

10.27. Structural Inspections for Bridges

- 10.27.1. The Contractor shall perform structural inspections on all bridges in the Service Property, and all TxDOT and private overhead bridges to ensure safety. All reports shall be made available to CMTA and maintained in the CMTA Asset Management System. The Contractor shall submit a structural inspection report (CDRL 10.27.1).
- 10.27.2. The Contractor shall be responsible for all inspections required by the CMTA Railroad Bridge Safety Management Program.
- 10.27.3. CMTA may hire a Third Party to perform additional inspections as necessary. These inspections are not considered part of this Contract. The inspection reports will be made available to the Contractor upon request.

10.28. Bridge Maintenance and Repair

- 10.28.1. The Contractor shall submit a bridge maintenance and repair plan (CDRL 10.28.1) annually, with priorities based on the condition of the bridges as detailed in the annual inspections. The Contractor shall submit to CMTA a preliminary plan no later than 120 days after NTP.
- 10.28.2. The Contractor shall conduct bridge maintenance activities and repairs on all CMTA-owned bridges in the Service Property to maintain the bridges to a minimum bridge condition rating of three or better and to maintain their designated load carrying capacity of 263,000 or 286,000. Comply with requirements of FRA, CMTA, and AREMA recommended practices.
- 10.28.3. The Contractor shall repair or replace defective components of the bridges. These include but are not limited to the following:
 - 10.28.3.1. Wood Timber Bridges: ties and tie spacers, caps, stringers, piles, bracing, hardware, ballast stops, wood decks, headwalls, wing walls.
 - 10.28.3.2. Steel Bridges: beams, girders, bracing, connections, beam seats, abutments, foundations, piers, headwalls, wing walls and any other defects.
 - 10.28.3.3. Concrete Bridges: Replace or repair abutments, piles, piers, beams, planks, walkways and any other defects.
- 10.28.4. Maintain required surface and line of the track over bridges to CMTY Class IV Standards.
- 10.28.5. The Contractor shall perform regular maintenance such as clearing of vegetation, maintaining railroad clearance, removal of graffiti and scour.

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- 10.28.6. The Contractor shall maintain all retaining walls, back walls, wing walls, abutments, bracing, track structures and signal apparatus, and other structures, and appurtenances, and maintain bridge mile markers and clearance designations.
- 10.28.7. The Contractor shall keep all bridge seats, bearings and abutments clean and free of debris.
- 10.28.8. The Contractor shall maintain all bridge stairs, walkways, sidewalks, catwalks, railings and other bridge attachments and devices in a state of good repair.
- 10.28.9. The Contractor shall inspect and repair structures resulting from extreme weather conditions.

10.29. **Inspection and Maintenance of Culverts**

- 10.29.1. The Contractor shall inspect and maintain all culverts located on the Service Property. As used herein, a "Culvert" is any undergrade structure less than 10 feet in span. All undergrade structures greater than or equal to 10 feet in span will be inspected and maintained as bridges in accordance with the Railroad Bridge Safety Management Program.
- 10.29.2. The Contractor shall annually inspect, clean and perform maintenance and repairs as needed on all Culverts contained within the Service Property. The Contractor shall maintain positive drainage and clear any obstructions that hinder the free movement of water. Inspections shall include digital photographs of the Culvert condition. The Contractor shall record all inspection and repair activity in the Asset Management System.
- 10.29.3. The Contractor shall replace failed Culverts with a culvert of equal size unless approved by CMTA.
- 10.29.4. The Contractor shall keep all Culvert approaches and outfalls free and clear of all debris and vegetation.
- 10.29.5. The Contractor shall coordinate all maintenance, repair and replacement activities with CMTA Vice President Rail Operations or designee and all applicable permitting agencies.

10.30. **Miscellaneous**

- 10.30.1. The Contractor shall maintain and install all signs located on right of way and shall repair damaged and replace missing signs.
- 10.30.2. The Contractor shall not construct or make modifications to any facility that reduces existing clearance dimensions at any location along the Right of Way, without the prior written approval of CMTA.
- 10.30.3. The Contractor shall maintain right of way fences, fence gates and wired mesh.
- 10.30.4. The Contractor shall maintain storage facility fencing shall be maintained.
- 10.30.5. Scrap materials shall be removed from the Right of Way by the Contractor within 30 days from conclusion of work.
- 10.30.6. The Contractor shall report to CMTA Security, and shall attempt to control, illegal dumping activities, trespassing, and unauthorized use of Property.

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- 10.30.7. The Contractor shall secure all storage facilities with CMTA approved locking devices
- 10.30.8. The Contractor shall keep the Right of Way free and clear of debris and rubbish. The Contractor shall immediately respond to CMTA reports of debris or rubbish on the Right of Way.
- 10.30.9. The Contractor shall not store materials awaiting installation along the Right of Way for more than 60 days, unless otherwise agreed to by CMTA. Any material that is considered a safety hazard by CMTA shall be immediately removed or repositioned.

10.31. **Vegetation Control**

- 10.31.1. The Contractor shall submit a Vegetation Control Plan (VCP) to CMTA for review and approval 90 days after NTP. The plan shall provide a schedule for vegetation control within the railroad property boundaries in the central subdivision. The Contractor shall provide mechanical and chemical vegetation control, including on-track application of herbicides and brush-cutting equipment from the property line and to a height of 22 feet on either side from top of rail. Vegetation control of the right-of-way consists of the control of all grass and brush and trees, etc. growing on or over CMTA Service Property.
- 10.31.2. The Contractor shall maintain vegetation on CMTA railroad property within 25' of the centerline of the nearest track by means of weed spray to kill vegetation. Spraying shall not take place on days with winds, or wind gust in excess of five (5) mph. Spraying shall be planned such that application will follow manufacturer's product instructions, including weather conditions. Contractor shall be mindful of weed spray at stations, as grass mowing and weed spray as part of station landscaping will be performed by others. Contractor shall take all necessary steps to protect any environmentally sensitive areas.
- 10.31.3. The Contractor shall at each side of every at-grade crossing, control the grass and brush growing from right-of-way to right-of-way adjacent to the at-grade crossing to a point 500 feet from the edge of the at-grade crossing.
- 10.31.4. The Contractor shall maintain vegetation under CMTA bridges and within 25' of either side of a bridge, to a height of not more than 30". The Contractor shall remove drift and trees under and around bridges and culverts.
- 10.31.5. The Contractor shall comply with all federal, state and local laws, ordinances and regulations relating to brush and weed control. Contractor shall be responsible for any fines or penalties levied for failure to comply.
- 10.31.6. The Contractor shall control vegetation in the right-of-way. Vegetation control may include pre-emergent chemical soils treatment and follow-up spot contact spray and mowing to aid in controlling germination and emergent vegetation. Chemical treatment shall be used with full environmental impact awareness and in accordance with the manufacturer's instructions. The Contractor shall include chemical soil treatment to prevent germination and to kill emergent vegetation. Application of chemical shall be scheduled by the Contractor in order to achieve the results specified herein. Application of chemical agents shall be in conformance with all applicable laws and regulations. The Contractor is specifically liable for damage claims attributed to chemical application, and any such claims received by CMTA will be referred to the Contractor. The Contractor shall obtain all permits for chemical application.
- 10.31.7. Vegetation control includes all follow-up mechanical or manual removal of brush and grass which is not controlled by chemical application.

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- 10.31.8. Mechanical or manual removal of vegetation may be required to correct all growth which causes violations of local fire codes and FRA Standards and/or growth which intrudes into the walkway or track structure from adjacent property, impairs visibility, or impairs drainage channels. Mechanical or manual removal of vegetation includes its removal from CMTA railroad property. The Contractor shall remove brush will be cut and chipped or removed from the property.
- 10.31.9. The contractor shall provide a schedule for grass mowing and brush control along right-of-way with the understanding that the areas between MLK and the Downtown Station may need to be addressed more frequently than other areas along the Central Subdivision.
- 10.31.10. The Contractor shall respond to "as needed" requests for vegetation control by CMTA.
- 10.31.11. The Contractor shall trim all trees and underbrush to assure that no vegetation or other growth or downed trees are within the railroad property line or adjacent to highway at-grade crossings as defined herein.
- 10.31.12. The contractor shall notify the VP Rail Operations or designee of any vegetation rooted on private property adjacent to the central subdivision which does or can affect railroad operations. This includes dead or dying trees which could fall on the tracks and affect train movement and trees whose canopy affects signal sighting by the commuter, excursion or freight train engineer.
- 10.31.13. With the exception of areas adjacent to grade crossings and as required by the CMTA or applicable regulations, no other tree removal work shall be performed without prior approval of the Capitol Metro.
- 10.31.14. Keep brush cut back to the existing width of the Right of Way from property line to property line. The Contractor shall promptly chip and remove all brush from the Right of Way. Vegetation identified by CMTA as a nuisance or safety hazard shall be removed by the Contractor with due diligence, and in any event, not later than 15 days after notification by CMTA.
- 10.31.15. The Contractor shall keep all approaches to grade crossings clear so that approaches to the crossing shall be visible from the train in accordance with 49 CFR 213.37 and CMTA standards.
- 10.31.16. *250 feet each way from where the intersection of the centerline of the highway grade crossing and the centerline of the CMTA railroad right-of-way to each one of the CMTA railroad property lines so that the crossing approaches are visible from both the trains and highway traffic. If the railroad property is fenced, the contractor shall control the vegetation to within two feet of the fence*
- 10.31.17. The Contractor shall keep approaches to all wayside signals free of vegetation in order to ensure a continuous clear line of sight for approaching trains.
- 10.31.18. The Contractor shall apply State-approved herbicides to prevent weed growth from all track beds and other approved areas, to the extent that regulations allow.

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- 10.31.19. The Contractor shall cut and trim the grass so that the grass should not exceed one foot in height
- 10.32. Failure to maintain vegetation according to standards will result in a PDC per occurrence each day after defined timeline has expired as stated in Exhibit H.
- 10.33. The Contractor shall assist CMTA, with maintenance of way services related to the Central Subdivision licenses and easements, including plan preparation.
- 10.34. CMTA shall issue all licenses and easements to Third Parties, as deemed appropriate by CMTA. The Contractor shall not have the authority to issue licenses and easements to Third Parties.
- 10.35. **Equipment Calibration**
- 10.35.1. The Contractor shall identify all tools and test equipment that requires calibration (CDRL 10.36.), the frequency of calibration and the calibration standards and procedures. Contractor shall provide this list of tool and standards to CMTA.
- 10.35.2. The Contractor shall be required to maintain a system for tracking the calibration status (electronic and hard copy reporting) of the equipment and to be able to recall items for recalibration based on a published schedule, as well as items discovered to have been processed with "out of calibration" equipment.
- 10.35.3. The required system shall also provide for clear identification of calibration status and due dates on the calibrated items, retention of current calibration certificates, and storage of calibrated items under conditions that ensure their continued accuracy.
- 10.35.4. The Contractor shall submit a calibration management procedure (CDRL 10.36.4) for CMTA review and approval within 60 days after NTP.
- 10.36. **Additional work**
- 10.36.1. Any additional work pertaining to this section will be modified in accordance to Exhibit A-2.

11. **SIGNALS AND COMMUNICATIONS MAINTENANCE SERVICES**

- 11.1. The Contractor shall develop and submit a Maintenance of Wayside Signal System Plan (CDRL 11.1) to CMTA for review and approval within 60 days after NTP to the Capital Metro Vice President Rail Operations or designee. The Capital Metro Vice President of Rail Operations will review the Maintenance of Wayside Signal System Plan and either approve it or, within 30 days, direct the Contractor to revise it. Thereafter the Contractor shall submit a preliminary draft of the proposed Maintenance of Wayside Signal System Plan on or before October 1st of each year and final draft on or before January 1st of each year after approval through the Configuration Management process.
- 11.2. The Contractor shall perform inspections, maintenance and test all wayside, interlocking, control point, highway-rail grade crossing warning system, communications, defect detectors and DMS signs located within limits of the Service Property in accordance with all applicable regulations, and recommended practices established by federal, state and local bodies including but not limited to FRA, APTA, AREMA, MUTCD, TXMUTCD, Original Equipment Manufacturer

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(OEM), suppliers and sub suppliers as part of the wayside signal and communications maintenance services.

- 11.3. The Contractor is responsible to secure and maintain appropriate levels of signal equipment inventory for wayside signals, bungalows, high-wide detectors, signal equipment, signal power locations, track circuits, signal houses and cases, control cables and wiring, switch machines, grade crossing protection equipment (including gates, flashers, bells, signage, equipment, etc.), electric locks, and derails, hot box detectors, paging equipment detectors, and other related signal and communication equipment, to ensure a safe and reliable service.
- 11.4. The Contractor shall maintain the signals and communications systems in such a manner as to minimize interference with or delay to trains and motorists.
- 11.5. The Contractor shall not make any modifications to the signal systems or the communication systems until the proposed changes are reviewed and approved by the CMTY Configuration Management Committee. The Contractor shall prepare and defend all necessary documents required for modifications. When such authorization is given, it shall be the responsibility of the CMTA to file all necessary applications to the FRA or the State for changes, additions, modifications, or new installations. This application shall be reviewed by CMTY Configuration Management Committee and following approval, it shall be cosigned with the CMTA and the Contractor.
- 11.6. Material for maintenance shall meet and/or exceed AREMA recommended practices. Any deviation from these standards shall be approved by Capital Metro in advance through the CMTY Configuration Management Committee.
- 11.7. Emergency repairs that require temporary modifications may be performed in the interest of safety. Verbal notification of such modification shall be made within four (4) hours of initiation of such modification. Request for permanent modifications shall follow in writing within twenty-four (24) hours of such initiation. Request shall include a detailed explanation of the required modifications and the reason it was initiated.
- 11.8. The Contractor shall support any communications and signal construction work performed by other contractors as a part of the Capital Metro construction and third-party projects at no additional cost to Capital Metro. The Contractor's support shall include, but is not limited to, providing access to all Communications and Signal facilities and identifying, assisting with, and performing the testing of such facilities, certifying that the installation or modification and authorized for revenue service.
- 11.9. The Contractor shall locate all underground signal and communication cables that exist at or near the area of other contractors performing work on or near the Capital Metro Service Property. The Contractor shall perform such services in advance of other contractors' work, and the Contractor shall clearly identify the location of all facilities by markings on the ground, at no additional cost.
- 11.10. The Contractor shall provide the following plans and procedures which are specific to Capital Metro's signal system 90 days after notice to proceed:
 - 11.10.1. Signal System Maintenance Plan (CDRL 11.10.1)
 - 11.10.2. Signal System Maintenance Procedures (CDRL 11.11.2)
 - 11.10.3. Signal System Inspection and Test Plan (CDRL 11.10.3)
 - 11.10.4. Signal System Inspection and Test Procedures (CDRL 11.10.4)

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- 11.10.5. Signal System Inspection and Test Data Sheets (CDRL 11.10.5)
- 11.10.6. Signal System Failure Reduction Plan (CDRL 11.10.6)
- 11.11. All Test data shall also be incorporated into the AMS
- 11.12. **Post Accident – Inspections and Tests.**
- 11.12.1. Inspections and tests for proper operations after a reported accident must be recorded by the Contractor.
- 11.12.2. The Contractor shall test the crossings without altering any aspects of the crossing.
- 11.12.3. The crossing sheet and post-accident forms shall be forwarded to the appropriate agency and Capital Metro personnel, showing accident inspection and any exceptions.
- 11.12.4. The Contractor shall jointly review with Capital Metro, the Post Accident – Inspections and Tests on an annual basis to ensure that equipment configuration or other items have not been altered.
- 11.13. Filing of Inspection Forms. The Contractor shall file all necessary forms in a timely manner so as to comply with all FRA, rules standards and instructions.
- 11.14. The Contractor shall develop the necessary forms (CDRL 11.14) for use by signal maintainers and submit to CMTA for review and approval. The Contractor shall retain copies of all forms and test results as a record of completion and compliance. The test forms shall allow for the recording of actual test instrument readings.
- 11.15. The Contractor shall inspect and verify that any modifications or changes to any part of the Capital Metro signal system by the Contractor, Capital Metro contractors, or other contractors have been performed in accordance with approved test procedures. The test procedures shall be established by the Contractor in accordance with AREMA, FRA and industry regulations.
- 11.16. The Contractor shall submit, prior to beginning any work, plans showing proposed changes to the Capital Metro signal and communications systems for review as well as a complete schedule of work and testing. The test procedures shall be submitted indicating the proposed testing to be performed each time the signal system is returned to operation prior to movement of any trains.
- 11.17. **Signal System Plans**
- 11.17.1. The Contractor shall maintain Capital Metro's Signal Plans. The Contractor shall ensure proper revision levels are in order for the signal plans.
- 11.17.2. The Contractor shall ensure signal drawings located in the field match all signal drawings in the repository and shall notify Capital Metro of any discrepancies.
- 11.17.3. All electronic equipment requiring field programming in electronic format shall be documented for each device by location. This includes completely documented software and firmware. This information shall be retained for all vital logic control equipment, coded track equipment, data recorders, communication equipment and any other device with electronic storage of user entered programming.

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11.17.4. The Contractor shall backup electronic files of the signals and communication systems, and As-Build drawings every six (6) months and store as required by the CMTY Software Management Plan.

11.18. Highway-Rail Grade Crossings

11.18.1. The Contractor shall ensure that the line of sight conditions at crossings is not obstructed by brush, weeds, or trees on the right-of-way in order to provide a clear view of approaching trains or motorists.

11.18.2. The Contractor shall ensure that broken crossing gates are repaired as soon as possible upon notification.

11.18.3. The Contractor shall maintain automatic grade crossing warning signals to be activated by trains approaching on main tracks and applicable industry and/or siding tracks in accordance with TXMUTCD, AREMA, FRA, State, and Capital Metro standards which accommodate the existing maximum authorized train speeds and provide crossing approach distances of sufficient length to accommodate the maximum authorized track speeds.

11.18.4. The Contractor shall maintain the air conditioning and or heating units located in the signal and communications enclosures.

11.19. Communication Systems

11.19.1. The Contractor shall maintain the communication systems and equipment including but not limited to telecommunication systems, fiber optic systems, and other methods of data communications will be maintained to a reliable level of service in compliance with State or Federal Communications Commission (FCC) regulations by the Contractor.

11.19.2. The Contractor shall maintain all communication systems (public communication, microwave, two-way radio, dispatch center, base stations, towers, repeaters, telephone, etc.) to a safe and reliable level. The Contractor shall maintain all systems in kind, in accordance with maintenance standards or as required by applicable jurisdictional authorities, unless modifications are authorized by CMTA.

11.19.3. The Contractor shall maintain and coordinate the support and resolution of system failures between Capital Metro IT, RailComm and cellular provider for the CMTA field communication systems/network including but not limited to following:

11.19.3.1. All levels of support of RailComm Communications from the field to the office.

11.19.3.2. Data radio

11.19.3.3. Base radio

11.19.3.4. Repeater radio

11.19.3.5. Remote radio

11.19.3.6. Cellular

11.19.3.7. RailComm I2 Controller

11.19.3.8. Lightning suppression for the field communication systems / network including station communication enclosures.

11.19.3.9. Battery backup for station communication enclosures.

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- 11.19.3.10. Secondary communication from station communication enclosures.
 - 11.19.3.11. Crossing indications – Capital Metro Code Chart
 - 11.19.3.12. Battery Low
 - 11.19.3.13. Smoke and Fire (Future Use)
 - 11.19.3.14. Door Entry / Alarm - Gate Down
 - 11.19.3.15. Power Off
 - 11.19.3.16. Gate Malfunction
 - 11.19.3.17. Crossing Activation
 - 11.19.3.18. Loop Detector Failure (quad's only)
 - 11.19.3.19. Spare / Defect Detector (Wide Load Detection, Flood Detection, etc...)
 - 11.19.3.20. Crossing Dual-tone multi-frequency (DTMF) radio communications.
- 11.19.4. Remote monitoring from field to office systems. The Contractor shall provide monthly inspections of all field communication systems (CDRL 11.19.4).
- 11.20. The communication maintenance shall include researching, troubleshooting and repairing the communication system issues. The Contractor shall provide all labor, material, equipment, and facilities to conduct a comprehensive assessment of the cause(s) / reason(s) for the failure of the communication system to work as originally designed. The Contractor shall identify communication system deficiencies, provide recommendations for remedy, which may include perform remedial work, testing, and acceptance certification as necessary to repair the system.
- 11.21. The Contractor shall not install, modify, or discontinue signal and communication systems without prior written approval from Vice President of Rail Operations or designee. When such approval is granted, it shall be the responsibility of the contractor to prepare all necessary documents for CMTA's approval filing all necessary applications and/or document(s) for authorization to the FRA, Federal Communications Commission (FCC), TxDOT and any other governing entities for new installations, modifications, removals, or discontinuation of any part of the system. The Contractor is responsible for archiving all documents and, made immediately available upon verbal or written request by CMTA.
- 11.22. The Contractor shall inspect, maintain and test all highway-rail grade crossings in order to maintain the Service Property. Crossings, including automatic highway crossing warning systems shall be maintained by the contractor in a manner that is safe, and compliant with all applicable uses, rules and regulations including FRA, TxDOT, DOT, TXMUTCD, MUTCD and OEM.
- 11.23. The Contractor shall ensure that all components of a highway-rail grade crossing warning system are in place and functioning as designed. The contractor shall consult with OEMs as necessary to remedy noted deficiencies.
- 11.24. The Contractor shall perform emergency modification(s) in the interest of safety. Verbal notification of such modifications will be accepted if received by CMTA prior to the initiation of such modifications. The Contractor shall provide a written request for final modification(s) approval within twenty-four (24) hours of such initiation, and shall include a detailed explanation of the required modification(s) and the reason emergency modification was initiated.
- 11.25. The Contractor shall submit permanent modification(s) made to the signal or communication systems in AMS and submit to the Vice President of Rail Operations or designee no later than 30 days prior to the modification(s) is placed in service. Additionally, the contractor

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shall obtain all applicable warranty agreements in the name of CMTA and provide any and all associated documentation to CMTA. The Contractor shall administer such warranties.

11.26. The Contractor shall coordinate with regulatory authorities, with regard to any failures of devices or other matters that result in public complaints or involve the safety of the general public. It shall be the responsibility of the Contractor to take whatever measures are necessary to mitigate any such circumstances as described above.

11.27. The contractor shall follow applicable FRA regulations regarding investigation and reporting of false proceeds. The contractor shall also submit the following reports to CMTA after every false proceed:

11.27.1. A preliminary report, within 24 hours of the reported false proceed, in electronic secured format.

11.27.2. A final report, within 15 days of the false proceed, filed on form FRA 6180-14, in electronic format (Exhibit J-Attachment 26).

11.28. The contractor shall provide an annual signal system failure reduction program (CDRL 11.28) for CMTA's approval as part of the annual signal and communications service plan. The goal of the program shall be to produce an annual five percent reduction from the previous contract year's totals on all signal failures. A preliminary plan shall be submitted to CMTA no later than 120 days after NTP

11.28.1. The Contractor shall submit signal and train control tests and inspection reports according to 49 CFR Parts 234 and 236 to CMTA monthly. The written monthly report of the tests or inspections shall be submitted in electronically secured format. The contractor shall retain the official documentation of tests and inspections.

11.28.2. The Contactor's report shall be dated, signed and include a statement affirming all required tests and inspections have been completed in accordance with CMTY and FRA requirements.

11.28.3. The Contractor's test, inspection dates and results shall be recorded in the asset management system and summarized in the monthly report on FRA test compliance.

11.29. **Wayside Signals and Interlockings**

11.29.1. The Contractor shall update color lamp change out records showing last date changed and shall be kept at each location. In addition, the change out and due replacement dates for each color lamp with an appropriate apparatus identification number and lamp voltage at the time of installation shall be recorded in AMS.

11.30. **Additional work**

11.30.1. Any additional work pertaining to this section will be modified in accordance to Exhibit A-2.

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12. RAIL VEHICLE MAINTENANCE SERVICES

12.1. Preventive Maintenance and Inspection Services

- 12.1.1. The Contractor shall be responsible for all maintenance, and shall maintain records for same. Maintenance will be performed to original equipment manufacturer (OEM) and FRA standards and/or CMTA's written instructions or specifications. OEM or better replacement parts will be used.
- 12.1.2. The Contractor is responsible for all OEM preventive and unscheduled maintenance including major repair, overhauls, running repairs, body work of any type, electronics systems, servicing, corrective repairs, daily and detailed cleaning as stated by OEM necessary to keep CMTA-furnished vehicles in a safe, reliable and well-maintained condition, assuring that all on-board systems are fully functional and operational.
- 12.1.3. The Contractor shall develop and implement a Comprehensive Preventive Maintenance, Inspection and Cleaning Program (CDRL 12.1.3) which address FRA inspection requirements, CMTA, and OEM inspection, maintenance and cleaning standards, no later than 120 days NTP. Included in the Preventive Maintenance Inspection and Cleaning Program will be all related inspection forms. This program shall be approved by CMTA and appropriately designed and maintained for CMTA fleet.
- 12.1.4. The Contractor shall inspect and maintain the fleet to the applicable FRA, CMTA and OEM standards. ~~In some cases, however, CMTA standards shall supersede the FRA minimum requirements.~~ If any standards are in conflict, the contractor will apply the most restrictive standard.

System	Description
01	Propulsion
02	System Controls
03	Preventative, Friction, Track Brakes
04	Auxiliary Power Supply
05	Car Body Exterior and Interior (for DMUs inclusive of Fuel Storage Tank and Ecology Tank)
07	Door System
08	Truck and Suspension / Coupler and Draft Gear
09	HVAC System
10	Communications
11	Diesel Engine, Air Intake and Exhaust and Cooling System
13	Event Recorder
14	Diagnostics
15	Positive Train Control (when implemented)

- 12.1.5. All systems and subsystems shall be maintained to an operable level as defined by the OEM. In the absence of such guidance, the Contractor shall notify CMTA and apply the appropriate CMTA standards.
- 12.1.6. No modifications to the PM Program are to be made without written approval from CMTA.
- 12.1.7. Scheduled maintenance for diesel engines: The periodic maintenance tasks for engines are scheduled in the Asset Management System on a -calendar basis. The tasks include engine replacement (rebuild), engine tune up, engine turbo replacement.

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12.1.8. The Contractor shall maintain the wheel sets, in “like new” condition less allowable wear. Replacement wheels are to be OEM quality or a grade better and must be provided by Contractor. Wheels that do not meet the above criteria will be cause for the vehicle to be removed from service.

12.1.9. In addition to meeting regulatory and OEM requirement, vehicles placed in service by Contractor must:

12.1.9.1. Have fully operational engines, air conditioning, lighting, radios, and destination signs.

12.1.9.2. Be free of body damage, have no missing or unpainted panels; with wheels checked nightly for any defects, crack or flat spots.

12.1.9.3. Be free of graffiti on the exterior and interior of vehicle, and free of any etched window glass.

12.1.9.4. Have all safety items fully operational; i.e., lights, brakes, horn, wheels, etc.

12.1.9.5. Maintain a clean appearance in the exterior and interior of the vehicle while it is in service.

12.1.10. The Contractor shall not cannibalize any rail vehicle for parts at any time.

12.1.11. All vehicles shall be maintained properly. Contractor shall not put into peril any warranties that may exist on a particular vehicle from the OEM. In the event that warranty is lost due to negligence or lack of maintenance, Contractor will be required to purchase the remainder of the warranty from the OEM in order to cover the time that was lost due to negligence.

12.2. **Daily Servicing Program**

12.2.1. The Contractor shall complete the daily MI no less than 2 hours prior to the scheduled departure from the initial terminal.

12.3. **Cleaning Standards**

12.3.1. The Contractor shall provide a Rail Vehicle Fleet Cleaning Plan list (CDRL 12.3.1) of proposed cleaning chemicals with MSDS sheets and processes shall be submitted to CMTA for its review 5 days NTP.

12.3.2. The Contractor shall provide a Rail Vehicle Cleaning Plan (CDRL 12.3.2) consisting of a daily and monthly schedule for CMTA to review and approve no later than 60 days NTP.

12.3.3. The Contractor shall perform a walk-through of each train between the morning and afternoon Peak Commuter Periods to remove debris and trash from the train.

12.3.4. The Contractor shall address minor graffiti as part of the rail vehicle cleaning plan. If there is a significant graffiti incident, and the graffiti is not deemed offensive (if there is a question as to what is offensive, the Contractor shall ask CMTA for a determination), the Contractor shall keep the equipment in revenue service until its next regularly scheduled time for service and inspection and address the train at that time (such time not to exceed 24 hours from notice or discovery of the graffiti).

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12.3.5. As used in the Cleaning Standards, "wipedown" shall be defined as cleaning a surface using a damp cloth with cleaning solution not leaving a film, residue or streak when completed.

12.3.6. The Contractor inspections will be conducted to ensure that the vehicles are cleaned in accordance with instructions. A PDC as specified in Exhibit H will be assessed for each incident in which Contractor fails to clean vehicle as required above.

12.4. **Maintenance Interval (MI) Forms**

12.4.1. The Contractor shall prepare and present to CMTA for review and approval within 90 days after NTP, maintenance interval forms (CDRL 12.4.1) that are designed to record the work performed at each maintenance interval.

12.4.2. The forms shall, at a minimum, include the following:

12.4.2.1. Name of the agency (CMTA) and the Contractor,

12.4.2.2. Date and Time,

12.4.2.3. Vehicle Number(s),

12.4.2.4. MI Type (i.e. Daily MI, 92-day MI, etc.),

12.4.2.5. Maintenance Location,

12.4.2.6. FRA Inspections

12.4.2.7. Reference each inspection individually with a reference to the specific regulation.

12.4.2.8. Include a signature block next to each inspection to certify that the inspection was properly performed.

12.4.2.9. List all MI tasks in a logical sequence (i.e., by vehicle type, by location and/or by craft performing the work).

12.4.2.10. Include a signature block for the appropriate responsible person's signature and employee identification number(s) to certify that the work was properly performed.

12.4.3. The forms shall include a signature block for the supervisor's signature and employee identification number to certify that the work was properly performed.

12.4.4. Any defects found and repaired during the inspection shall be documented on the form.

12.4.5. The forms shall have multiple copies to facilitate the following:

12.4.5.1. One form stays in a holder on the lead cab of the train.

12.4.5.2. One form is filed at the maintenance facility.

12.4.5.3. The forms shall be recorded electronically in the Maintenance Management System.

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12.5. Out of service criteria

12.5.1. The following are examples of conditions that could cause a vehicle to be taken out of service. CMTA reserves the right to remove any vehicle from service.

12.5.2. Oil leak

12.5.3. Fuel leak

12.5.4. Coolant leak

12.5.5. Audible air leak

12.5.6. Brakes inoperative

12.5.7. Excessive exhaust smoke

12.5.8. Inoperative horn

12.5.9. Inoperative headlight

12.5.10. HVAC not capable of attaining interior temperature to 72 degrees cooling, or 68 degrees heating or +/-25 degree differential

12.5.11. Inoperative door interlock systems

12.5.12. Operator's seat unable to maintain position (height or slide)

12.5.13. Cracked windshield - glazing in the operator's field of vision

12.5.14. Cracked passenger window –glazing

12.5.15. Inoperative event recorder

12.5.16. Engine lack of power Engine no start

12.5.17. Engine shuts down

12.5.18. Defroster inoperative

12.5.19. Doors inoperative

12.5.20. Major body damage

12.5.21. Inoperable windshield wipers

12.5.22. Loose and unusable mirrors

12.5.23. FRA defect

12.6. The Contractor shall ensure that all vehicles in revenue service do not have any out-of-service criteria items. Should an out of service criteria item occur while the vehicle is in revenue service, Contractor shall arrange for a replacement of the failed vehicle within no more than two hours from the time the failure was reported. Contractor shall ensure that malfunctioning vehicles

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are removed from service and returned to service in a reasonable time period. Contractor will be assessed PDC as specified in Exhibit H for each hour after the first two hours for any vehicle that has mechanically failed and not been returned to the shop. If the vehicle must be towed, the assessment will occur after a day.

12.6.1. No vehicle shall be placed into revenue service with out of service criteria unless approved by CMTA.

12.7. General Requirements

12.7.1. The Contractor shall conduct all FRA required inspections and maintenance tasks include, but are not limited to, the following:

12.7.1.1. Exterior Calendar Day Mechanical Inspection;

12.7.1.2. Interior Calendar Day Mechanical Inspection;

12.7.1.3. Periodic Mechanical Inspections

12.7.1.4. Periodic Brake Equipment Maintenance;

12.7.1.5. Brake Tests as applicable;

12.7.1.6. Testing Emergency Lighting, Manual Door Releases Passenger Emergency Intercoms and Public Address Systems; and

12.7.1.7. CMTA DMU Inspection and other CMTA inspections shall be documented in the CMTA asset management system and reported to CMTA monthly or upon request. - with sample maintenance inspection forms to be provided by CMTA upon request (and subject to change by CMTA).

12.8. All Rail vehicle maintenance services provided by the Contractor shall comply in all respects with all applicable laws, regulations, standards, and recommended practices including but not limited to the following agencies, organizations, manufacturers, regulatory bodies and regulations: DOT, FRA, FTA, EPA, APTA, TxDOT, OEM, OSHA, AREMA, and ADA.

12.9. Where there is a conflict, the most restrictive requirement shall apply.

12.10. During the Contract period, CMTA shall have, at its sole discretion, the authority to remove from service or assign to tripper service, any vehicle that poses a safety, reliability, or customer comfort concern. Such action does not relieve Contractor's obligation to provide service under the terms of the contract.

12.11. Contractor shall maintain computerized maintenance records for any maintenance activities requiring more than ten (10) minutes in the CMTA asset management system. Defects identified are to be addressed prior to the vehicle being returned to revenue service. Vehicle daily inspection cards are to be kept on file by vehicle number for a 92 - day period.

12.12. CMTA will conduct regular in- service audits and inspections of vehicles. The type of inspections and audits that CMTA may perform are: PM follow-up inspections, in-service inspections, cleanliness inspections, and random fleet audit inspections during the contract. Contractor is required to make vehicles available for such inspections on the inspection pits upon request. Sample audit inspection forms are provided in Exhibit J Attachment 22- Inspection Report Form, Attachment 23 - Vehicle Cleanliness Inspection, Attachment 25-Corrective Action Request Form.

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12.13. CMTA may schedule routine vehicle inspections with Contractor. CMTA and Contractor will complete all vehicle inspections jointly after contract award and after the arrival of the new vehicles. CMTA shall coordinate such inspections with Contractor's designated representative. If defective items are found that are not sufficient to cause the vehicle to be out of service, then the vehicle can be used in revenue service,

12.14. All deficiencies will be corrected within thirty (30) days of the joint inspection.

12.15. For any item that is found defective and causes the vehicle to be placed out of service, the contractor must notify the Vice President of Rail Operations or designee when repairs are complete and request a re-inspection.

12.16. **Maintenance Operations – General**

12.16.1. In some instances, this Contract sets forth maintenance standards and condemning limits for components that are more stringent than FRA requirements. In the event of any conflict, the most restrictive standards shall apply.

12.16.2. During the course of the contract CMTA will acquire four additional Stadler GTW 2/6 vehicles. Once the vehicles are accepted by Capital Metro, the Contractor will assume all maintenance responsibilities for the vehicles.

12.17. **Fleet Availability Requirements**

12.17.1. Equipment "available for revenue service," as used herein, shall mean equipment from the revenue service that has the following attributes:

12.17.1.1. Daily MI (as hereinafter defined) has been performed;

12.17.1.2. Passed all required daily tests and inspections;

12.17.1.3. Compliant with CMTA, OEM and FRA inspection criteria;

12.17.1.4. Equipped with all required amenities; and

12.17.1.5. Posted as being available for revenue service.

12.18. **Rail Maintenance Facility**

12.18.1. The maintenance facility is located at the CMTA North Operations Facility (NorthOps) at 9315 McNeil Road, Austin, Texas. The facility has two (2) tracks for service, inspection, periodic maintenance and cleaning. A fueling station is also located at NorthOps. This two track structure can accommodate two DMUs inside and a third under cover outside with two storage tracks.

12.18.2 The contractor shall conduct monthly facility inspections. Facility inspections shall include the fueling station and the above ground fuel tank.

12.18.3 The contractor is responsible for the maintenance and repairs of the above ground storage tank and fueling station.

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12.19. Material Supply and Management

- 12.19.1. CMTA's objective is for the Contractor to have a sufficient supply of spare DMU parts available to maintain the system to the required standards and levels of maintenance and repairs.
- 12.19.2. CMTA will provide an initial spare parts inventory (Exhibit J – Attachment 20) thereafter, the Contractor is responsible for purchasing spare parts and ensuring there is sufficient quantity of spare parts on hand to meet fleet availability requirements. CMTA reserves the right to purchase back spare DMU parts, if desired, at the purchase price entered into the asset management system at the end of the contract term.
- 12.19.3. The Contractor shall maintain the value of CMTA inventories of materials, consumables, and spares.
- 12.19.4. The Contractor is responsible for procuring a spare parts inventory for additional vehicles added, during the contract period, in advance of the vehicles arrival sufficient to maintain the equipment according to OEM requirements.

12.20. Miscellaneous

- 12.20.1. The Contractor shall complete major repair work no later than thirty (30) calendar days from the date the defect was noted unless approved by CMTA.
- 12.20.2. The Contractor shall maintain vehicle so that no repair requires the vehicle to be out of service for an extended period of time. A PDC will be assessed for each day on which Contractor fails to return a vehicle to service after exceeding 30 days out of service.
- 12.20.3. The Contractor shall warrant all components and parts installed by Contractor's maintenance department or contracted repairs with the same warranty as is provided by manufacturers or certified re-builders.
- 12.20.4. Failure by the Contractor to maintain CMTA furnished vehicles as defined by the OEM, AAR, FRA and CMTA written instructions may result in the vehicles being repaired by a CMTA-selected third party at Contractor's expense. Such action does not relieve Contractor's obligation to provide service under the terms of the contract.
- 12.20.5. All repairs required from the PM Inspection are to be completed prior to the vehicle being returned to revenue service. Any exceptions must be approved in advance by CMTA.
- 12.20.6. Preventive Maintenance (PM) Inspections are required for revenue vehicles and PM inspections that are performed +/- 4 days of the due date will be assessed a PDC per day per inspection as specified in Exhibit H.
- 12.20.7. The Contractor shall forward any engine analysis to the VP of Rail Operations or designee.
- 12.20.8. Any exception to timeline must be approved by Capital Metro Vice President of Rail Operations or designee in writing.
- ~~12.20.9. The Contractor is responsible for repairing all damage to equipment resulting from acts of God, weather, vandalism, incidents, accidents, trespassers, debris strikes etc.~~

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12.20.10. ~~CMTA will reimburse the contractor for any work that exceeds \$25,000 per incident in accordance with Exhibit E 6 of this contract. The contractor is financially responsible for an amount not to exceed \$25,000 per incident. The contractor will be responsible at its cost to repair any damage to the rail track, the DMU vehicles, and ancillary equipment (e.g. signal houses, crossing gates, signage) up to the amount of \$25,000 per incident caused by the following events: vandalism, trespassers, debris strikes, washouts, floods, wind events, tornadoes, hurricanes, birds strikes, animals, and motor vehicle collisions that damage the track, signal gates, or signage. For amounts exceeding \$25,000 Capital Metro will pay the dollar difference upon invoice and proper supporting documentation.~~

12.21. The contractor shall provide repairs associated with the conditions above to equipment inclusive of labor (overtime), materials and equipment. Under no circumstances will the contractor submit additional costs for contractor provided equipment and or personnel assigned to this base contract.

12.21.1. Security Cameras

12.21.1.1. All DMUs are equipped with security camera systems. Contractor is responsible for:

12.21.1.2. Regular inspection and maintenance of the equipment. On board equipment must be inspected monthly and quarterly to ensure that it is in proper working order. Contractor is responsible for all maintenance of this equipment.

12.21.1.3. CMTA is providing 1 spare digital video recorder (DVR) units to allow for the download of footage without an interruption of recording (that is, when a DVR is pulled for download, it must be replaced with a spare). Vehicles are not permitted in service without a DVR inserted into the system and the green light on the system activated.

12.22. The download of security footage as soon as possible upon CMTA's request. All downloaded footage must be provided within twenty four (24) hours or sooner. Footage requests may include, but are not limited to, accident footage, close call and serious complaint footage. Contractor must also comply with requests for immediate retrieval of footage, at CMTA's request. Contractor will allow CMTA to remove DVR on any vehicle, vehicle or docking station and replace with equivalent at CMTA's discretion.

12.22.1. Other equipment

12.22.1.1. The Contractor is responsible for first level support maintenance and inspection of all Intelligent Transportation System (ITS) equipment on board the rail vehicle that includes but not limited to the following:

12.22.1.2. Automatic Passenger Counters (APC) sensor

12.22.1.3. APC analyzer

12.22.1.4. IVU

12.22.1.5. MDT

12.22.1.6. Data Radio

12.22.1.7. GPS antennae

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12.22.1.8. WLAN

12.22.2. The Contractor is also responsible for first level support maintenance and inspection of passenger WiFi.

12.22.3. The Contractor will provide a maintenance plan for all other equipment (CDRL 12.22.3) no later than 60 days NTP.

12.22.4. The Contractor shall participate with the installation, replacement and removal of all equipment and auxiliary component of the vehicle.

12.23. **Body Work**

12.23.1. Contractor shall be responsible for all vehicle body repair work and painting. All bodywork and painting will be performed to OEM standards or CMTA specifications.

12.24. **Road Calls**

12.24.1. The Contractor shall maintain accurate records of all road calls whether the vehicle is changed-out or repaired upon return. Service calls will be reported to CMTA and documented in the asset management system.

12.24.2. The Contractor shall create a repair order for every road call, whether a defect is found or not.

12.24.3. Whenever a vehicle is being put into service, the Contractor is to perform a pre-trip inspection.

12.24.4. Once a vehicle in service reports a condition that causes the vehicle to become out of service, the contractor is to replace the vehicle as soon as possible but not more than 2 hours past the time of report of out of service condition.

12.24.5. It is the responsibility of Contractor to ensure that maintenance personnel are sufficiently trained in all components of the vehicle. Contractor shall provide all training for any maintenance personnel assigned to the contract.

12.25. **Rail Vehicle Maintenance Plan**

12.25.1. The Contractor shall develop and submit to CMTA for review and approval a Rail Vehicle Maintenance Plan (CDRL 12.25.1) that establishes the specific maintenance requirements for each DMU 60 days after NTP.

12.25.2. The Rail Vehicle Maintenance Plan shall be updated annually.

12.25.3. The Contractor shall maintain Rail Vehicle Maintenance Plan in the Asset Management System.

12.25.4. The weekly Maintenance Report (CDRL 12.25.4) and supporting Asset Management Systems data (CDRL 12.26.4) shall be submitted in a proposed draft form no later than 60 days after NTP for review and approval.

12.25.5. Once approved by CMTA, the Contractor shall put in place a process for submitting the weekly Maintenance Report to CMTA as established by Mechanical Services. The weekly Maintenance Report shall be submitted to CMTA no later than 3:00

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pm on Friday of each week detailing the planned work for the upcoming week (Saturday through Friday).

12.25.6. The weekly maintenance report shall be supported by the Asset Management System and shall contain the actual work performed for the previous week (seven day period) as presented in the weekly Maintenance Report for the corresponding seven day period. The report shall detail the status of the work prescribed in the weekly Maintenance Report for the reporting period and shall contain the following information:

12.25.6.1. Actual Date / Time / Shift of work performed;

12.25.6.2. Additional work performed (if any);

12.25.6.3. Actual work location (if different)

12.25.6.4. Actual supervisor and employees assigned to the work

12.25.6.5. Actual material consumed (if different);

12.25.6.6. Actual out of service time; and

System Recovery Plan (if needed) that identifies all tasks not completed and the detail identifying when the incomplete task will be accomplished.

12.26. **Asset Management System**

12.26.1. The Contractor shall use the Asset Management System provided by CMTA and shall retain all necessary records to document the work, track resource utilization, schedule work and forecast requirements as set forth in Asset Management System

12.27. **Shop Equipment Maintenance**

12.27.1. The Contractor is responsible for the operation, inspection, maintenance and repair of all shop equipment used for the inspection, maintenance and repair of the vehicles ("rolling stock support equipment" or "RSSE").

12.27.2. The Contractor shall identify and perform a condition assessment (CDRL 12.27.2) within 120 days after NTP of all shop equipment designated as RSSE. This shall include, but not be limited to jacks; hoists; bridge cranes; drill presses and other machine shop equipment; train wash equipment; winches; and other equipment and apparatus the Contractor deems RSSE. This assessment shall include an estimate of the remaining life expectancy of each piece of RSSE.

12.27.3. The Contractor shall develop and implement, based on the condition assessment and subject to CMTA review and approval a Maintenance Program (CDRL 12.27.3). The program shall include periodic inspection and maintenance for each piece of equipment as well as scheduled repairs required in order to bring all pieces of RSSE to a Good Working Condition. The initial program shall be submitted for review and approval no later than 120 days after NTP. The program shall thereafter be updated annually.

12.28. **Additional work**

12.28.1. Any additional work pertaining to this section will be modified in accordance to Exhibit A-2.

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13. TRAINING AND CERTIFICATION PROGRAM

13.1. Contract Personnel Training Program

13.1.1. The Contractor shall establish and implement a Training Program Plan (CDRL 13.1.1) to provide comprehensive ongoing training programs for all Contractor Personnel involved in conducting and or managing Contract Services, including, any training required by the FRA for the performance of Contract Services. The Contractor shall submit the proposed program to CMTA no later than 60 days after NTP for CMTA approval. The Contractor shall submit training program plan annually.

13.1.2. CMTA must approve all exceptions to the required minimum training standard in writing.

13.1.3. Contractor's training program shall include but not limited to the following:

13.1.3.1. First Responder Training

13.1.3.1.1. The Contractor shall provide first responder training to police, fire, emergency services and other municipal first responding entities whose jurisdiction may bring them in contact with Commuter Rail Services.

13.1.3.1.2. The Contractor shall develop and implement a first responder training. The first responder training program shall be updated annually and resubmitted to CMTA for approval by September 1st each year.

13.1.3.1.3. The Contractor shall develop an internal first responder training program in order to provide Contractor Personnel with the ability to provide emergency medical aid to injured or sick Customers or Contractor Personnel prior to the arrival of Emergency Medical Services.

13.1.3.2. Third Party Training

13.1.3.2.1. The Contractor shall provide required safety training to Other Contractors or Third Parties who are approved by CMTA to perform work on the Service Property. The Contractor shall be responsible for obtaining the recovery, if any, of its cost for such safety training from such other Contractors or Third Parties.

13.1.3.3. Engineer Qualification & Certification Training

13.1.3.3.1. The Contractor shall develop and implement an Engineer Certification Training Program in accordance with 49 CFR Part 240..

13.1.3.4. Maintenance of Way Training

13.1.3.4.1. The Contractor shall develop and implement a Maintenance of Way Training Program in accordance with the 49 CFR Part 213. MOW, including, but not limited to welding; Railroad Workplace Safety; Bridge Worker Safety; Roadway Worker Protection; GCOR Book of Rules (ops & non-ops classes); track inspection.

13.1.3.5. Qualified Maintenance Person Training (QMP) Training

13.1.3.5.1. QMP training and qualification shall be required of all Contractor Personnel involved in the performance and oversight of Service Equipment inspection and

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maintenance. QMP training and qualification shall be required for managers charged equipment inspection and oversight. As with other training classes, seats shall be made available to CMTA personnel.

- 13.1.3.5.2. All QMP training shall be done in compliance with 49 CFR Part 238.109. All QMP training shall include classroom training and practical "hands-on" training. Maintenance, including, but not limited to DMU Maintenance Person (QMP) qualification; QMP refresher; welding; Refrigerant handling certification; competency; Supervisor skills & qualification; Locomotive Technician skills & qualification; DMU Technician skills & qualification; system safety plan; safety-related; system security plan; emergency response & incident management; accident investigation; GCOR book of Rules (ops & non-ops classes); OSHA training; management training and derailment investigation training.
- 13.1.3.5.3. All tasks related to inspection and maintenance of Service Equipment in compliance with FRA regulations shall be defined in step-by-step written work procedures and included in training sessions.
- 13.1.3.5.4. All QMP refresher training shall be completed in compliance with 49 CFR Part 238.109.
- 13.1.3.5.5. The Contractor shall develop and implement a QMP Training Program and a QMP Refresher Training Program in order to ensure compliance.
- 13.1.3.6. Railroad Workplace Safety Training
 - 13.1.3.6.1. The Contractor shall develop and implement all aspects of Railroad Workplace Safety training, including Bridge Worker Safety and Roadway Worker Protection Training Programs in compliance with 49 CFR Part 214.
- 13.1.3.7. Emergency Preparedness Training
 - 13.1.3.7.1. The Contractor shall develop and implement an Emergency Preparedness Training Program in compliance with 49 CFR Part 214 and Safety and Security sections of this Contract.
- 13.1.3.8. Customer Service Training
 - 13.1.3.8.1. The Contractor shall provide, develop and implement a Customer Service SSI (CDRL 13.1.3.8.1). The Customer Service SSI will be used as a basis for the customer service training.
 - 13.1.3.8.2. Customer Service, including, but not limited to communication; emergency response & incident management; system safety plan; safety-related; system security plan; ADA training; management training and derailment investigation training. Designated Contractor staff shall also participate in TxDOT or CMTA sponsored customer service training when notified by CMTA of such schedules.
- 13.1.3.9. Dispatcher Training
- 13.1.3.10. The Contractor shall develop and implement a Dispatcher Training Program in accordance with the Dispatcher Training Manual and GCOR rules.
- 13.1.3.11. Positive Train Control Training

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13.1.3.11.1. The Contractor shall arrange for on-site training for all Signal Department staff including supervision and management as well as selected CMTA personnel on Positive Train Control systems and apparatus. This shall be treated as Supplemental Work with the final scope and schedule to be determined in accordance with the final design.

13.1.3.12. Signal System Training

13.1.3.12.1. The Contractor shall develop and implement a Signal Systems Training Program in accordance with 49 CFR 234 and 236 and GCOR rules. Signal Systems qualification includes but not limited to; system safety plan; safety-related; system security plan.

13.1.3.12.2. Electricians, licensed or otherwise, are not qualified as signalmen until they have completed such training and passed the requisite examinations.

13.1.3.13. Supervisor Training

13.1.3.13.1. The Contractor shall develop and implement a Supervisor Training Program in accordance with 49 CFR 217, GCOR rules and respective discipline.

13.1.3.14. Other Training

13.1.3.14.1. Other training may include emergency response & incident management; accident investigation; OSHA training; management training and derailment investigation training.

13.1.3.14.2. Other transportation management training, including, but not limited to GCOR Book of Rules; Locomotive Engineer Certification and Re-certification; Chief Dispatcher and Dispatcher qualification; Designated Supervisor of Locomotive Engineers qualification; communication; Emergency Preparedness; incident management; accident investigation; system safety plan; safety-related; system security plan; OSHA training; ADA training; management training and derailment investigation training.

13.1.3.14.3. The Contractor shall identify in the Training Program Plan, training for each functional area of the Contract.

13.1.3.14.4. The Training Program Plan shall include a course syllabus; competency test questions; requirements for passing the course; and associated teaching materials.

13.1.3.14.5. The Contractor shall schedule training activities so as to not interfere with its provision of Contract Services.

13.1.3.14.6. The Contractor shall notify the CMTA Vice President of Rail Operations or designee of all training for new hires. The Vice President of Rail Operations or designee may address the new hires during such training. CMTA reserves the right to evaluate the effectiveness of the Contractor's training and retraining programs.

13.1.3.14.7. The Contractor will provide CMTA with a Monthly Training Report (CDRL 13.1.3.14.7), which will list and describe each training session conducted during the month; the number of hours of training completed by each employee; and

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the names of each employee who participated in each such training session as well as the employee's test results.

- 13.1.3.14.8. A qualified Supervisor/Instructor of Locomotive Engineers, Dispatchers, Rail Vehicle Maintenance, Maintenance of Way, Signal Maintenance, Communication Maintenance, and Material Maintenance will evaluate each employee under the contract at least every six (6) months in addition to any federally mandated training.
- 13.1.3.14.9. Safety Training Plan- Each individual employed under the contract shall receive ongoing Safety Training. This training shall include monthly safety meetings for all employees, review of at risk events in the rail industry and daily job briefings at on-duty location. The Safety Plan shall include a program for retraining after accidents, incidents, and critical rule violations. This training will be in addition to the required fourteen (14) hours of annual refresher training.
- 13.1.3.14.10. Personal Safety- The contractor Training Program shall include training in Transportation Security/Terrorism, theft/robbery prevention, violence in the workplace, and assault prevention.
- 13.1.3.14.11. The Training Program will be conducted with a combination of classroom and field instruction. The training will be supervised by a certified instructor and/or Designated Supervisor.
- 13.1.3.14.12. Refresher Training- the Training Program shall include annual refresher training for all employees employed by the contractor. A minimum of fourteen (14) hours of refresher training is required for each employee. Annual refresher training should cover pertinent topics to improve performance but must include at least (2) hours of ADA compliance and assistance to persons with disabilities and six (6) hours of refresher training on customer service.
- 13.1.3.14.13. Training- Contractor will provide training for all personnel working on this contract. It is the sole responsibility of Contractor to ensure that each individual is fully knowledgeable of their duties and responsibilities and can operate in a safe and proficient manner. It is also Contractor's responsibility to provide additional training if the training requirements specified by Capital Metro are insufficient. Capital Metro reserves the right at a later date to specify the training programs required.
- 13.1.3.14.14. The Contractor shall provide designated CMTA employees training including, but not limited to GCOR Book of Rules; Locomotive Engineer Certification and Re-certification; Dispatcher qualification; Emergency Preparedness; incident management; accident investigation; OSHA training; ADA training; management training and derailment investigation training.
- 13.1.3.14.15. The Contractor shall also provide training and certification for up to five freight and excursion partners as CMTA deems necessary as roadway worker protection and employee in charge (EIC).
- 13.1.3.14.16. The Contractor shall provide locomotive engineer training on the DMU equipment to 1 designated ASTA partner as determined by CMTA.

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13.2. CMTA Approval of Training Programs

- 13.2.1. The Contractor shall provide CMTA with copies of course descriptions for training programs outlined in the Employee Training Program Plan (CDRL 13.2.1) no later than 90 days NTP.
- 13.2.2. CMTA shall have the right to inspect and copy all training programs and other training materials used for Contractor Personnel who are performing Contract Services or that are otherwise used by the Contractor.
- 13.2.3. The Contractor shall arrange for an annual meeting with CMTA to review the Training Program Plan no later than 45 days after submission of the plan. The plan shall include a schedule for quarterly joint CMTA/Contractor review of training program progress and a process to facilitate changes in the plan when necessary.
- 13.2.4. In accordance with this Contract, the Contractor shall develop and implement a training program for emergency response agencies, (e.g., fire and police), subject to responding to incidents along the Right-of-Way or other Service Property.

13.3. Failure to Complete Training

- 13.3.1. The failure of any Contractor Personnel to successfully complete legally required training included in the approved Annual Training Program Plan shall be the basis for removing such Contractor Personnel from further performance of the Contract Services requiring such training until the employee successfully completes the required training.

- 13.4. The Contractor shall provide an operations testing plan report in accordance with 49 CFR 217.

14. OPERATING RULES AND SUPPORT DOCUMENTS

14.1. Administration

- 14.1.1. The Contractor shall issue and maintain an Employee Timetable, Operating Rule Book, System Special Instructions, Airbrake and Train Handling Rules (ABTH) and Train Dispatcher's Manual (CDRL 14.1.5), which shall contain all the information, rules and special instructions, Bulletins, Notices' and Contractor Personnel need to perform their duties and which shall be provided to CMTA for review prior to issuance.
- 14.1.2. Provided as an example are the employee timetable (Exhibit J- Attachment 5), special instructions (Exhibit J-Attachment 6), GCOR (Exhibit J-Attachment 4) and train dispatcher manual are provided in Exhibit J.
- 14.1.3. The Contractor shall require that the Employee Timetable, ABTH, Operating Rule Book, and/or Train Dispatcher's Manual or relevant section be carried by each employee while on duty who requires this information to perform his or her duties.
- 14.1.4. The Contractor shall review, revise, conform, reformat and edit the source documents according to the requirements of the Draft Employee Timetable, Operating Rule Book, and Train Dispatcher's Manual of the Commuter Rail Services section of this Contract.
- 14.1.5. The Contractor shall submit a draft Employee Timetable, System Special Instructions, Timetable General Orders, Airbrake and Train Handling Rules (ABTH) and Train Dispatcher's Manual (CDRL 14.1.5). to CMTA no later than 90 days after the NTP CMTA

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will review the draft Employee Timetable, Operating Rule Book, Special Instructions and Train Dispatcher's Manual and return suggested revisions to the Contractor not later than 30 days after submittal of the draft. The Contractor may request reconsideration of CMTA's revisions, which CMTA shall not unreasonably deny during the next 15 days.

14.1.6. The Contractor shall ensure that all information, instructions and rules necessary for safe, efficient and courteous operations are included in the final Employee Timetable, Operating Rule Book, System Special Instructions and Train Dispatcher's Manual.

14.2. Customer Service Special Instructions

14.2.1. The Contractor must provide the Contract Services that involve interface with CMTA's Customers with the highest degree of courtesy and professionalism. All requirements that related to the customer interface shall be contained within the Customer Service Special Instructions(CDRL 13.1.3.8.1), even if such requirements also appear in other sections of the Employee Timetable or Operating Rule Book or Train Dispatchers' Manual.

14.2.1.1. Miscellaneous required elements of the Customer Service Special Instructions:

14.2.1.2. Professional conduct;

14.2.1.3. Personal appearance;

14.2.1.4. Dress code;

14.2.1.5. Nametag requirement;

14.2.1.6. On-board announcements;

14.2.1.7. Lost and found policy;

14.2.1.8. Check train.

15. CONTRACTOR CUSTOMER SERVICE RESPONSIBILITIES

15.1. Lost & Found Services

15.1.1.1. The Contractor shall provide lost & found services at North Ops facility. Lost & found services shall include, but not be limited to, collecting lost items on trains and at stations and keeping a log of these items to assist patrons in retrieving their possessions.

15.1.1.2. The Contractor shall develop a set of standard procedures for lost & found services. This set of procedures shall be submitted to CMTA within 60 days after NTP for approval.

15.1.1.3. The Contractor must deliver all recovered items to CMTA's transit store. Delivery should be made prior to 2:00 p.m. on the following business day. Recovered items must be gathered from the Contractor's main office, Service Island and Dispatch, tagged and recorded in a ledger.

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15.2. Public Information Materials

15.2.1. The Contractor shall post CMTA-approved promotional materials, public information and current Service Schedules (Exhibit J – Attachment 9) as provided ~~required~~ by CMTA. ~~All information materials posted by the Contractor shall be weather resistant.~~

15.2.2. The Contractor shall post updated Service Schedules prior to their effective date. The Contractor shall maintain and stock CMTA promotional materials and current train schedules as required by CMTA.

15.3. Station Electronic Messages

15.3.1. The Contractor shall immediately inform Customers of train delays, service interruptions and emergencies using computer monitors, electronic message boards and other systems provided by CMTA. The Contractor shall immediately inform customers of emergencies and security issues.

15.3.2. The Contractor shall input of customer service information for all automated messages, from the CMTA Rail Dispatching Center or at locations designated by CMTA.

~~15.3.3. The Contractor shall ensure that the content, format and timing of all station announcements and messages are in compliance with the requirements of all federal, state and local laws and regulations.~~

15.4. On-Board Announcements

15.4.1. Train engineers shall make announcements on-board all Revenue Trains, as required by the Employee Timetable (Exhibit J-Attachment 5) and Customer Service Instructions, CMTA policies and procedures and the ADA.

15.4.2. Train engineers shall announce from terminal station platforms the train destinations to Customers prior to departure.

15.4.3. Train engineers shall activate the available on-board automated announcement system. In the event that the automated system is unavailable or malfunctioning, the Train engineers shall make all announcements the train destinations to Customers as trains approach and depart from each Station.

15.4.4. Train engineers shall provide timely and accurate delay information in accordance with the Notification of Delays to the Public section of this Contract.

15.4.5. Train engineers shall immediately inform Customers about emergencies and security issues. Train engineers must be knowledgeable of all CMTA services and all emergency and security policies and procedures.

15.4.6. Train engineers shall perform their duties in a courteous, efficient and competent manner and shall not make any inappropriate announcement or include any personal opinion or editorial in any announcement.

15.5. Respond to Public Comments and Complaints

15.5.1. The Contractor shall investigate all compliments, comments and complaints pertaining to service delivery or the actions of Contractor Personnel.

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- 15.5.2. Comments and complaints received by CMTA will be collected by CMTA in writing, in electronic form, and by telephone and forwarded to the Contractor. The Contractor will forward promptly any comments and complaints received to CMTA.
- 15.5.3. The Contractor shall respond to any customer comments or complaints forwarded from CMTA or received by the Contractor directly from a Customer within four Business Days.
- 15.5.4. The Contractor shall prepare a written report stating the circumstances for the complaint and any corrective action taken. This response shall be entered and maintained in the Customer Call Report database (CCR) within four Business Days after receipt by the Contractor of the complaint whether received from CMTA or received directly (Exhibit J – Attachment 24 Customer Service Report Database).
- 15.5.5. If the comment or complaint requires additional investigation after the initial response the Contractor shall enter updates into the CCR database on the status of the investigation every five Business Days, or at intervals agreed to by CMTA.
- 15.5.6. The Contractor also shall maintain a record of all complaints received and responses made about individual Contractor Personnel in the CCR database.
- 15.5.7. All records shall be made available at the request of CMTA in either hard copy or electronic format on demand in the CCR database (Exhibit J – Attachment 24).
- 15.5.8. The Contractor shall prepare and submit to CMTA monthly reports (CDRL 15.5.8) detailing the number of Customer comments and complaints, broken down by various categories (CDRL 15.5.8).
- 15.5.9. CMTA's Customer Service department operates a call center for intake of all customer complaints. When Contractor receives a phone call or written passenger complaint directly, details regarding the complaint must be forwarded to the CMTA Customer Service department for inclusion into the CMTA database.
- 15.5.10. The Contractor will document resolutions to each complaint in the CCR database
- 15.5.11. The Contractor shall notify the VP Rail Operations or designee immediately of any complaint alleging employee misconduct such as inappropriate conversation, touching, assault, (physical or verbal), etc.

15.6. **Coordination with Subcontractors and Third-Party Contractors**

- 15.6.1. The Contractor shall maintain frequent and ongoing communications with any Third Party and a subcontractor concerning such Third Party's schedules, delays, construction scheduling and similar matters.
- 15.6.2. The Contractor shall provide timely and accurate information concerning delays or unusual conditions related to any Third Party.

15.7. **Provision of Alternate Transportation (i.e. Bus Bridge Exhibit J Attachment 10)**

- 15.7.1. The Contractor shall develop and submit for approval, distribute and implement protocols (CDRL 15.7.1) for handling alternate transportation for Customers during Emergencies, Service Disruptions, planned maintenance work and track outages, and as otherwise necessary to reduce the effect of cascading delays and to minimize Service Disruptions. The Contractor shall submit to CMTA for approval no later than 90 NTP.

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15.7.2. The Contractor shall implement the alternate transportation protocols, including arranging for and coordinating bus or other transportation for Customers during Emergencies and Service Disruptions. The Contractor shall also arrange for and coordinate such alternate transportation during planned maintenance work and planned track outages, and as otherwise necessary to prevent or mitigate delays or Service Disruptions.

15.7.3. The Contractor shall notify the Vice President of Rail Operations or designee and CMTA Railroad Operations immediately of the need for alternate transportation.

15.7.4. The Contractor shall provide notification of the use of alternate transportation through incident notification and other announcement systems at affected Stations and on-board affected trains.

15.7.5. The Contractor shall provide personnel at affected Stations and on-board affected trains to assist Customers and coordinate the use of alternate transportation. Personnel shall be easily identified with approved safety vest.

15.8. **Accommodation of People with Disabilities**

15.8.1. The Contractor shall include accommodating persons with disabilities in compliance with all federal, state and local accessibility laws and regulations, and as described in this Contract.

15.8.2. Any audits or other reports covering ADA compliance shall be forwarded to CMTA immediately.

15.8.3. In addition to the Contractor's other obligations: (i) the Contractor shall notify CMTA immediately upon (and, in no event, more than twelve (12) hours after) the Contractor's receipt of a Customer comment or complaint relating to the ADA, and (ii) the Contractor shall notify CMTA.

16. **PERFORMANCE REQUIREMENTS, MEASUREMENT AND MANAGEMENT**

16.1. The service property, vehicles and equipment shall be maintained to achieve performance levels expected through the design, construction, maintenance and normal service life. The Performance Requirements, Measurement and Management establishes standards for measuring and maintaining acceptable levels of performance.

16.2. The service property, vehicles and equipment shall be maintained in compliance with all applicable legal, regulatory, OEM and CMTA requirements.

16.3. The Contractor shall apply maintenance consistent with the requirements of this Contract and CMTA approved maintenance plans. The Contractor shall not be permitted to defer maintenance or repair work without the prior written permission of CMTA.

16.4. For the purpose of performance measurement, a "failure" is a malfunction or defect that causes the train service to be delayed along its route, an equipment or component changeout for defects, service interruptions or missed stations (including passenger, commuter and freight service). Any component on any system that has malfunctioned or determined to be defective is considered a failure. The failure is tracked on a "per incident" basis. If the equipment, signal, crossing, bridge or track is kept in service and subsequent failures occur, each failure shall be counted as a new failure.

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- 16.5. The Contractor shall not permit the service property, vehicles or equipment to be in a state of Long-Term Out-of-Service for extended periods, without the prior written approval of CMTA.
- 16.6. Any vehicle, property or equipment that is not available for intended use or performance for greater than (7) days during a fifteen (15) continuous, calendar day period shall be considered a Long-Term Out-of-Service, unless otherwise specified in the contract.
- 16.7. The Contractor shall submit a Long-Term Out-of-Service Release Plan (CDRL 16.7) to CMTA for review and approval within five (5) days of the Long-Term Out-of-Service designation. This plan shall provide details on the procedures and schedule for restoration of all Contractor's Long-Term Out-of-Service Status Report (CDRL 16.7) to CMTA every month.
- 16.8. Major repair work must be completed no later than thirty (30) calendar days from the failure date.

16.9. **Performance Measures**

16.9.1. "Disincentives" or "PDC(s)" are defined as performance deficiency credits against amounts owing to Contractor for failure to meet contract requirements. PDCs are identified in Exhibit J Payment Adjustment of this contract.

16.9.2. Certain incentives and disincentives will be applied based on performance by Contractor.

16.9.3. The following performance measurements and goals will be used by CMTA for evaluation under this contract. Capital Metro reserves the right to change the requirements at any time.

16.9.4. Safety

16.9.4.1. Passenger and vehicle accident will be evaluated based on the accident data reported by Capital Metro Risk Management department monthly.

16.9.4.2. Passenger accidents are calculated as the total number of reported passenger accidents by the risk management department monthly, divided by the total passenger miles reported by the planning department monthly, times 10,000 miles.

16.9.4.3. The passenger accident goal is not to exceed .25 passenger accidents per 10,000 passenger miles.

16.9.4.4. Vehicle accidents are calculated as the total number of vehicle accidents, reported by risk management monthly.

16.9.4.5. The vehicle accident goal is not to exceed 2 annually.

16.9.5. Mean Distance Between Failure

16.9.5.1. Mean distance between failures ("MDBF") shall be calculated by CMTA for the fleet on a monthly basis.

16.9.5.2. The MDBF shall be calculated as the total vehicle miles, reported by CMTA, divided by the total mechanical failures resulting in a service delay of 6 minutes or more from the scheduled departure time at the station, annulled station or annulled trip. The MDBF shall be calculated as the total vehicle miles, reported by planning, divided by the total mechanical failures.

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16.9.5.3. For the purpose of measuring MDBF for this contract the goal is 15,000. Subject to annual performance adjustment by CMTA.

16.9.5.4. The Contractor shall also monitor and report DMU service vehicle MDBF (CDRL 16.9.5.4) on an individual vehicle basis to ascertain whether there are any problematic vehicles that require immediate action. In other words, MDBF shall also be calculated for each individual DMU as a means of tracking vehicle-specific performance.

16.9.6. Customer Complaints

16.9.6.1. Customer complaint rate is calculated as the total number of complaints, reported by Capital Metro Customer Service, divided by the total passenger ridership, reported by planning, times 20,000.

16.9.6.2. As a goal, the complaint rate shall not exceed 5 complaints per 20,000 passengers.

16.9.6.3. Contractor shall respond to passenger complaints within four (4) business days of receipt comment.

16.9.6.4. Response time will be based on the turnaround time reported by customer service in the CCR database

16.9.7. On Time Performance

16.9.7.1. The Contractor shall provide Commuter Rail Services in accordance with the Service Schedules.

16.9.7.2. The Contractor shall determine, record, calculate and report to CMTA the On Time Performance. "On Time Performance" shall be reported in terms of an on time performance percentage where:

16.9.7.2.1. The total number of scheduled train timepoints LESS the sum of:

16.9.7.2.1.1. Number of Annulled Trips;

16.9.7.2.1.2. The number of Missed Stations and

16.9.7.2.1.3. The number of trains arriving at the station more than five minutes and fifty-nine seconds (5:59) later than scheduled.

16.9.7.2.1.4. Divided by the total number of train timepoints scheduled during the reporting period

16.9.7.3. On Time Performance will be measured from timepoints Downtown, MLK Jr., Howard, Lakeline and Leander stations.

16.9.7.4. The Contractor shall maintain, in electronic form, a historical record of On Time Performance for each trip for which the Contractor is providing Commuter Rail Services. The Contractor shall also maintain records of the number of Late Trains, Missed Stations and Annulled Trips.

16.9.7.5. The Contractor shall also ensure freight or excursion rail operations are not delayed based on decisions or actions of commuter rail service operations or dispatching.

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16.9.8. Vehicle Service Failures

16.9.8.1. Service Failures are defined as in-service failures of vehicle systems that do not affect the On Time Performance of the train or MDBF calculations, but affect the passengers. These failures include, but are not limited to:

16.9.8.1.1. HVAC System Failure – Failure to maintain temperatures within the design values;

16.9.8.1.2. Door Failure - Failure of a door to operate as designed;

16.9.8.1.3. Lighting System Failure – Failure of the lights in the interior of the vehicle to remain illuminated for the duration of the trip;

16.9.8.1.4. Cleanliness Failure – Failure of the vehicle to be maintained in a clean state as required through the application of the Daily MI;

16.9.8.1.5. Communication System Failure – Failure of the Public Address System, Intercom, Signage or Vehicle Radio while in service; and

16.9.8.1.6. Ride Quality Failure – Failure of the truck and suspension system to provide the designed ride quality.

16.9.9. Vehicle Availability

16.9.9.1. Contractor will be required to have 80% of rail vehicles available for standard revenue service. Vehicle shall be prepared for revenue service at least two hours before the start of revenue service. Contractor will submit, for approval, the methodology that will be used to report vehicle availability.

~~16.9.9.2. The deductions for vehicle availability shall be made by Capital Metro when 1) reported by the contractor 80% of vehicles are not available two hours before the start of service; 2) reported by a vehicle operator the vehicle is inoperable during deadhead; 3) reported by vehicle operator the vehicle is inoperable before departing the yard; or 4) documented by maintenance in the asset management system.~~

16.9.10. Preventive Maintenance

16.9.10.1. Preventive Maintenance (PM) Inspections and repairs are required for all revenue vehicles. Vehicles operating with past due inspections will be assessed PDC by Capital Metro when maintenance: 1) exceeds maintenance date recorded in the asset management system; 2) the Contractor reports the preventive maintenance was not performed; or 3) documented by Capital Metro as out of compliance with maintenance plan or OEM specifications.

16.9.11. Vehicle Condition

16.9.11.1. Contractor shall ensure that all vehicles in revenue service do not have any out-of-service criteria items. Out of service criteria shall be evaluated based on the “Out of Service Criteria when: 1) reported by a customer and verified by the Contractor; 2) reported by the vehicle operator; 3) Contractor reported in the asset management system; 4) Contractor observes and reports during inspection or 5) Capital Metro reports during routine and random inspections

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16.9.11.2. Should an out of service criteria item occur while the vehicle is in revenue service, Contractor shall arrange for a replacement of the failed vehicle within two hours from the time the failure was reported. Contractor shall ensure that malfunctioning vehicles are removed from service.

16.9.11.3. Capital Metro will assess a PDC if the Contractor fails to remove the vehicle from service within 2 hours. If the vehicle must be towed, the assessment will occur after a day.

16.9.12. Cleanliness

16.9.12.1. Cleanliness shall be evaluated based on: 1) verified customer comments; 2) Contractor inspections report; or 3) Capital Metro routine and random inspections

16.9.12.2. Contractor shall maintain the cleanliness of all maintenance work areas to include the shop facility, materials/supply storage facility and the vehicle service location.

16.9.12.3. Contractor shall clean all vehicles according to the standards defined in the maintenance plan.

16.9.12.4. Contractor inspections will be conducted to ensure the facilities and vehicles are cleaned according to standard. A PDC will be assessed for each incident in which the Contractor fails to clean facilities or vehicles as required.

16.9.13. Speed Restrictions

16.9.13.1. CMTA reserves the right to establish maximum authorized speeds for specific track segments, based on the maintenance class of track. Contractor shall maintain track at CMTA Class IV or better (Exhibit J Attachment 27). All activities undertaken in the performance of the agreement shall further CMTA's goal of 60 miles per hour track speeds on the Central Subdivision.

16.9.13.2. The Contractor shall maintain the performance level of the Central Subdivision to allow Transportation Services to be provided at speeds no less than the Maximum Authorized Speeds in existence on the date that the Agreement is executed, or higher, as maximum authorized speeds are increased during the term of this Contract.

16.9.13.3. Temporary speed restrictions imposed by the contractor shall be corrected within 30 days from the date the speed restriction was imposed.

16.9.14. Bridges

16.9.14.1. Bridge level and capacity will be calculated based on: 1) The Contractor's data entered into the asset management system during, special, interim and annual inspections; 2) The Contractor's bridge inspector's documentation of the bridge inspections; 3) The Capital Metro special, interim and annual inspections.

16.9.14.2. The Contractor shall maintain bridges on the Central Subdivision at CMTA level 3 or better with a load capacity of 286,000 pounds in accordance with the Bridge Management Safety Program. (this requirement does not include the UPRR Commuter Overpass)

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16.9.14.3. Capital Metro will assess PDC if the Contractor fails to maintain the bridges in the Central Subdivision at CMTA level 3 or better with load capacity of 286,000 pounds or better.

16.9.15. Right of Way Maintenance

16.9.15.1. Right of way shall be evaluated based on: 1) verified customer comments; 2) right of way inspections reported by the Contractor; 3) defects noted during random and/or routine inspections by Capital Metro Rail Operations

16.9.15.2. The Contractor shall remove all trash and debris immediately, and in no event longer than 24 hours after discovering or receiving notice from CMTA of the existence of trash and debris.

16.9.15.3. Scrap rail and relay rail shall be removed from the Right of Way by the Contractor within 30 days of removal from the track.

16.9.15.4. Vegetation and trees identified by CMTA as a nuisance or safety hazard shall be removed by the Contractor with due diligence, and in any event, not later than 5 days after notification by CMTA.

16.9.15.5. Graffiti shall be removed expeditiously, and in no event longer than 24 hours after receipt of a report of graffiti at any location on the Central Subdivision.

16.9.16. Signal Maintenance

16.9.16.1. The Contractor shall ensure the reliability of signal equipment to minimize defects and repeat defects of crossings and wayside signals. Calculation of signal failures is based on: 1) verified defects reported by the public; 2) credible reports of malfunctions from law enforcement, or Capital Metro; 3) failures documented in the asset management system or the incident management report by the Contractor; 4) defects or failures noted during random and/or routine inspections by FRA, TxDOT or Capital Metro.

16.9.16.2. Contractor shall have no more than 5 defects within 7 consecutive days.

16.9.16.3. Contractor shall not have more than 3 repeat defects within 30 consecutive days of the original defect.

16.9.16.4. Contractor shall correct noted defect within 30 days of the date reported from any source (including FRA).

17. QUALITY

17.1. The Contractor shall establish and implement a Quality Assurance Program (the "Quality Assurance Program"), and provide sufficient quality assurance ("QA") and quality control ("QC").

17.2. The Quality Assurance Program shall set out the organization, processes, and resources needed to achieve consistency and uniformity of work performed by the Contractor, Subcontractors, manufacturers and suppliers through implementation of and adherence to documents described in the QAP.

17.3. The Quality Assurance Program shall include the following general requirements, at a minimum:

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- 17.3.1. Management responsibility
 - 17.3.2. Inspection and testing methodology
 - 17.3.3. Inspection Standards
 - 17.3.4. Control of non-conformance
 - 17.3.5. Corrective and Preventive Action
 - 17.3.6. Audits
 - 17.3.7. Training
- 17.4. The Contractor shall conduct quality inspections required to demonstrate full compliance of Contract.
- 17.5. The Contractor shall provide an inspection system capable of producing objective evidence that materials provided and finished work performed by the Contractor meet the quality requirements of this Contract.
- 17.6. The Contractor shall identify the process whereby CMTA is assured that the maintenance work performed on CMTA's assets (DMUs, track, bridges, signal, communication and other CMTA property used in the performance the Contract) is compliant with the OEM and CMTA-approved maintenance procedures established for these assets. Such process shall be in compliance with the Quality Control Plan.
- 17.7. The inspection system shall be considered acceptable when, as a minimum, it provides for the detection and removal of non-conforming work or material where it can be corrected prior to placement into a more progressive state (e.g., for a DMU – prior to being placed into revenue service; for a report or document – prior to being submitted to CMTA).
- 17.8. The Contractor's General Manager or designee will provide oversight of quality assurance.
- 17.9. The Contractor shall designate Quality Assurance Representatives ("QAR") within its organization who shall report to the General Manager or designee. The QARs may have other duties as well as QA and QR, but will be the designated representative within their area of the Contractor's organization. At a minimum, QAR's shall be designated for:
- 17.9.1. Transportation Services
 - 17.9.2. Dispatching Services
 - 17.9.3. Maintenance of Way Services
 - 17.9.4. Maintenance of Signals and Communications Services
 - 17.9.5. Rail Vehicle Maintenance Services
 - 17.9.6. Materials Management Services
- 17.10. The Contractor may designate such additional QAR's as are necessary to achieve the requirements of this Contract.

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17.11. Contractor Quality Assurance Plan (CQAP)

- 17.11.1. The Contractor shall develop and implement a Contractor Quality Assurance Plan (CDRL 17.11.1). The CQAP shall be submitted for CMTA review and approval no later than 120 days after NTP.
- 17.11.2. The Contractor shall implement the CQAP under its Quality Assurance Program and those of its Subcontractors, manufacturers and suppliers, as applicable.
- 17.11.3. The CQAP shall consist of the documented procedures, policies, plans, and organization activities of the Contractor, Subcontractors, manufacturers, and suppliers, which shall assure that all work, materials, testing, and documentation conforms to the requirements.
- 17.11.4. The CQAP shall include:
- 17.11.4.1. The Contractor's Organization Chart showing the lines of authority.
 - 17.11.4.2. Responsibility for quality assurance and its relationship with other functions
 - 17.11.4.3. Titles and names of key personnel
 - 17.11.4.4. Titles and functions of all quality personnel
 - 17.11.4.5. The quality management system for each area of the Contractor's work shall be defined including, but not limited to:
 - 17.11.4.5.1. Transportation
 - 17.11.4.5.2. Customer Service
 - 17.11.4.5.3. Dispatching Services
 - 17.11.4.5.4. Maintenance of Way
 - 17.11.4.5.5. Maintenance of Signals
 - 17.11.4.5.6. Rail Vehicle Maintenance
 - 17.11.4.5.7. Material Management
 - 17.11.4.5.8. Documentation and Reporting
 - 17.11.4.5.9. Maintenance of Communications
- 17.11.5. Within the work areas, processes, procedures, and criteria shall be developed to measure compliance with the Contract and requirements of the specific activity.
- 17.11.6. Specific requirements that must be addressed in the CQAP include, but not be limited to:
- 17.11.6.1. Quality Management System
 - 17.11.6.2. Control of Documents

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- 17.11.6.3. Control of Records
- 17.11.6.4. Management Responsibility
- 17.11.6.5. Resource Management
- 17.11.6.6. Product Realization (Rail Service and Maintenance)
- 17.11.6.7. Measurement, Analysis and Improvement
- 17.11.6.8. Internal Audits
- 17.11.6.9. Control of non-conforming product
- 17.11.6.10. Corrective action
- 17.11.6.11. Preventive action

17.12. **Standards and References**

- 17.12.1. In order to assure that all work is carried out within the terms of this Contract, the Contractor shall follow industry and national standards where applicable, or develop standards for approval by CMTA.
- 17.12.2. All procedures, processes and instruction documents shall be referenced to recognized national standards documents where appropriate, such as FRA, ANSI, etc.
- 17.12.3. To the extent practical, all maintenance documents for equipment, systems, and purchased items shall be based upon and referenced to the latest instructions of the OEM.
- 17.12.4. When OEM instructions are not available, or not relevant to CMTA applications, the Contractor shall develop a proposed standard for CMTA to review with supporting documentation.
- 17.12.5. Once approved by CMTA, a standard shall be maintained and documented through the configuration management system. Any corrective action that requires changes in plans or procedures will be reviewed through the configuration management process (Exhibit J Attachment 8)
- 17.12.6. The Calibration standards shall be traceable to the National Bureau of Standards.
- 17.12.7. The Calibration history and frequency records shall be maintained and available.
- 17.12.8. The Calibration dates and due dates shall be displayed on equipment.
- 17.12.9. The Contractor shall ensure that workmanship is maintained at a level of quality consistent with the technical and functional requirements of the work.
- 17.12.10. Workmanship shall be defined to the greatest practical extent by written standards, accepted by the Contractor and CMTA as examples of satisfactory workmanship.
- 17.12.11. The Contractor shall submit written workmanship standards (CDRL 17.12.11) that must be referenced to a recognized standard. This may include reference to CMTA

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Technical Specification(s). These standards shall be submitted no later than 120 days after NTP, and upon acceptance by CMTA shall become the standard to which Contractor workmanship performance is measured. The accepted Standards shall become an appendix to this Contract.

17.12.12. The Contractor employees engaged in performing work which requires specialized training and/or certification shall have the records of that training and qualification maintained in a system that:

17.12.12.1. Is available to QA personnel to verify the worker's qualification to do the work during audits and inspections

17.12.13. The Contractor shall develop written instructions for all Contract Services functions, processes and procedures not already covered by written instructions. These shall be prepared and submitted to CMTA for review and approval.

17.12.14. The Contractor shall develop a Master List of all Contract Services (CDRL 17.12.14) functions, processes and procedures not already covered by written instructions as well as a proposed schedule for completion. This Master List shall be submitted to CMTA no later than 120 days after the Mobilization Commencement Date.

17.13. **Audits**

17.13.1. The Contractor shall prepare and implement an Audit Plan (CDRL 17.13.1) that encompasses all areas of Scope of Services. This shall be a separate, stand-alone plan that will be an adjunct to the QCPM. This plan shall be submitted to CMTA for review and approval no later than 120 days after NTP.

17.13.2. The Audit Plan shall identify minimum audit requirements for internal audits to be performed of all functional areas as well as Subcontractors and major suppliers. Emphasis shall be given to all areas directly impacting Customer Service, comfort and safety.

17.13.3. The Contractor shall provide copies of all audit reports and findings to CMTA within thirty (30) days of conclusion of the audit.

17.13.4. An Audit Summary Report (CDRL 17.13.4) shall be prepared and submitted to CMTA on a quarterly basis. The specific schedule for submission of these reports shall be included in the Audit Plan.

17.13.5. CMTA reserves the right to conduct its own audits of the Contractor or the Subcontractors and suppliers at any time. The Contractor shall fully cooperate and assist in such audits, as requested by CMTA.

17.13.6. The Contractor shall afford access to CMTA to inspect all Service Equipment to ensure that it is serviceable and properly stored, and may conduct spot inspections of Service Equipment, Support Property, and all Service Property for compliance with the requirements of this Contract.

17.13.7. The Contractor shall promptly address any CMTA quality assurance findings of deficiencies, and shall conduct any additional training that may be required to remedy such deficiencies.

17.13.8. CMTA reserves the right to conduct quality assurance reviews of the Contractor's training, inspection, maintenance, and safety programs, as well as procedures, and documentation.

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18. ASSET MANAGEMENT SYSTEM (AMS)

18.1. After the consultation between CMTA and the Contractor, and in addition to any requirements of this Contract, the Contractor shall utilize the Asset Management System as follows:

18.1.1. The Contractor shall be required to utilize CMTA's asset management system to effectively record and manage vehicle, track, bridges, signals and communications equipment maintenance activities. CMTA will provide the software to enable full functionality. CMTA will provide train-the-trainer type training to Contractor on the use of the system. Contractor is responsible for ensuring all maintenance employees are using the system appropriately and ensuring data integrity.

18.2. The Contractor will be required to enter, at a minimum, the following items into the maintenance software system:

18.2.1. Work Orders (The Asset Maintenance Management system work order data entry must be completed by the mechanic or technician that performs the maintenance work.)

18.3. Inventory

18.3.1. Parts issues

18.3.2. Fuel

18.3.3. Vehicle mileages

18.3.4. Service calls

18.3.5. Any vehicle work history or activity pertaining to any CMTA assets

18.3.6. Labor hours

18.3.7. Preventive maintenance inspections by time, hours or miles

18.3.8. Any other type of inspections required by state or federal regulations

18.3.9. During the Contract period, CMTA shall have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced visits or inspections of Contractor's facility. This includes total access to any electronic program or system(s), which maintain any records (present or historical) for CMTA assets supplied under the contract.

18.3.10. CMTA personnel shall have immediate and unrestricted access to all vehicles and all areas of the CMTA owned facilities. CMTA QA shall perform inspections and audits on contractor operated vehicles and equipment.

19. MATERIALS MANAGEMENT SERVICES

19.1. The Contractor shall provide all materials management services necessary to perform maintenance necessary for the performance of the maintenance of signals and communications, vehicles, track and bridges in this Contract.

19.2. CMTA shall provide storage facilities at the North Operations Rail Facility and storage yards at Cedar Park and Abbott Yard. The Contractor shall ensure that Property and Inventory

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are stored only in areas approved by CMTA, and under security appropriate for the nature of the materials.

- 19.3. The Contractor shall keep the material yards and any other storage facilities neat and in an orderly fashion at all times. All surplus materials or quantities above the minimum needed for routine maintenance shall be stored at the material yards unless otherwise approved by CMTA. The contractor will utilize the CMTA Asset Management System to track all inventory, as well as tracking work orders. The contractor will be responsible for procuring all additional materials and parts inventory for continuing operations.
- 19.4. The Contractor shall obtain all material and parts for warranty repairs from suppliers without cost to CMTA.
- 19.5. The Contractor shall prepare and maintain the data necessary to advance claims, and meet locally with vendors or contractors as CMTA requests. The Contractor shall use the CMTA Asset Management System to prepare and maintain data and claims.
- 19.6. The Contractor will be assigned the existing parts inventory at the time of service commencement ([Exhibit J Attachment 20 – Parts Inventory](#)). CMTA will assign inventory parts for track, bridge, vehicles, signals and communications.
- 19.7. Six (6) months prior to the expiration of the contract, the contractor shall provide and Capital Metro will verify a list of all of the parts and material in inventory.
- 19.8. At the end of the contract, Capital Metro reserves the right to purchase from the contractor any or all of the inventory of parts and materials based on the number of items transferred to the contractor at the beginning of the contract.
- 19.9. Capital Metro's purchase price shall be based on the Contractor's actual purchase cost(s) as verified with the supporting documentation acceptable to Capital Metro and shall be payable within 60 days after the expiration of the contract.
- 19.10. The Contractor shall ~~adequately~~ stock and procure replacement parts, supplies and materials for vehicles, track, bridges, signals and communications at sufficient levels to ensure that no reduction in service or system failure occurs because of low parts inventory.
- ~~19.10. At the close of the contract CMTA reserves the right to purchase Contractor's DMU inventory, if desired, at the value logged in CMTA's Asset Management System.~~
- 19.11. The Contractor and CMTA will participate in an initial physical count of all ~~Support~~ inventory no later than ten (10) days prior to the Services Commencement Date.
- 19.12. The Contractor shall manage the inventory using CMTA Asset Management System software.
- 19.13. The shipping and receiving dock is the delivery point for CMTA business as well as for the Contractor. The contractor is required to administer shipping and receiving tasks for CMTA.
- 19.14. **Fuel and Fueling Procedures.**
- 19.14.1. The Contractor shall monitor fuel supplies, reorder fuel, perform fuel reconciliations, monitor fuel deliveries, and provide regular reports of fuel use as required. CMTA will provide fuel at the fueling facility. All other fueling is the responsibility of the Contractor. Diesel fuel shall be ULSD. Contractor shall be responsible for the fluids and

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lubricants required for the vehicles. Only CMTA approved fluids, coolant, oils and lubricants are to be used.

19.14.2. Contractor and support personnel and vehicles will be required to fuel at the CMTA North Ops Facility. The Contractor is responsible for all offsite fuel.

19.14.3. CMTA will provide fuel for the DMUs. The Contractor shall manage delivery of fuel from CMTA's fuel vendor to CMTA's fuel storage facility at NorthOps and fuel the DMU from the fuel delivery system.

19.14.4. The Contractor shall have all DMUs fueled during the mid-day Service and Inspection Period and overnight Layover Period at the yard.

19.14.5. All liability associated with the receipt, storage and dispensing of fuel shall be the responsibility of the Contractor. The Contractor shall be responsible for all fueling record keeping necessary for reporting purposes.

19.14.6. The Contractor shall notify the Vice President of Rail Operations or designee immediately through email and telephone call if the following occurs:

19.14.6.1. DMU runs out of fuel;

19.14.6.2. DMU fuel tank with less than 20% of its capacity; or

19.14.6.3. Fuel contamination

19.14.6.4. Inspection Criteria and Condemning Limits

19.14.7 The Contractor shall develop and submit for approval to CMTA no later than 120 day NTP a fuel delivery procedure (CDRL 19.14.7) that includes the following:

19.14.7.1	Ordering
19.14.7.2	Notification
19.14.7.3	Documentation
19.14.7.4	Acceptance

19.15. **Warranty Provisions**

19.15.8. The Contractor shall not jeopardize any warranty covering any portion of the vehicle or property on the Central Subdivision. The Contractor shall comply with the terms and conditions of any manufacturer's maintenance and service schedules, except as otherwise modified by industry standards or otherwise explicitly directed in writing by CMTA. The Contractor is responsible for management of warranty compliance shall also be responsible for all maintenance performed under warranty. CMTA shall make reasonable effects to make available all such warranties.

19.15.9. In addition, the Contractor shall make all repairs to the vehicles and equipment used on the Central Subdivision using the supplier's maintenance standards. In the event that the Contractor is found to be in violation of the maintenance standards, the Contractor shall correct the work at no additional cost to CMTA.

19.15.10. Warranty Provisions for Non-conforming Work

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19.15.11. The Contractor shall aggressively administer warranties on behalf of CMTA. The Contractor shall conduct inspections, troubleshooting, and repair work in a manner to reveal identify where CMTA's warranties apply.

19.15.12. The Contractor shall obtain all material and parts for warranty repairs from suppliers without cost to CMTA.

19.15.13. The Contractor shall prepare and maintain the data necessary to advance claims, and meet locally with vendors or contractors as CMTA requests. The Contractor shall use the Asset Management System to prepare and maintain data and claims.

20. CONTRACTOR-FURNISHED VEHICLES

20.1. The contractor shall be responsible for the cost associated with the installation of the radio equipment into a new vehicle from an old vehicle. Capital Metro will pay for the initial installation but not the subsequent installation. Training and certification of maintenance personnel for all vehicles shall be the responsibility of Contractor.

20.2. Radio System

20.2.8. CMTA will furnish a radio system. A mobile radio will be assigned per vehicle. Mobile/handheld radios will be provided for supervisors and managers. Two consoles will be provided for contractor use at the North Ops dispatching facility. Replacement batteries, clips, microphones, receivers and other ancillary equipment shall be the responsibility of Contractor. Contractor shall replace any equipment lost or stolen at the market price. Contractor shall only use OEM parts. Contractor assumes the responsibility of all maintenance costs of the radio system associated with negligent or mishandling of equipment. The initial cost of radio installation for support vehicle will be at the cost of CMTA. Radio installation for vehicles that have been swapped are at the cost of the Contractor.

20.2.9. CMTA will provide the air time required for the radio system to operate.

20.2.10. The Contractor will supply all Non-Revenue vehicles for field supervision, maintenance service calls, track, bridge, signal and communications maintenance use by contractor's staff.

20.2.11. The Contractor shall be responsible for all maintenance, fueling, and repairs for these vehicles.

20.3. Other Vehicles

20.3.8. The Contractor shall inspect provide maintenance, inspection and repair of hi-rail gear, OEM inspection and certification for five (5) CMTA owned hi-rail equipment.

20.4 Support/Service Vehicles – Any charges for support/service vehicles will be fully amortized over the Base Period of the term of the contract and will not be charged again to CMTA should there be any contract modification for supplemental work.

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21. REGULATORY REQUIREMENTS

21.1. The Contractor shall conduct its dispatching operations and maintenance in compliance with all applicable regulations, codes, laws, and rules which govern dispatching, operation and maintenance of a railroad in the U.S. These regulatory agencies include but are not limited to:

21.1.8. American Public Transportation Association (APTA)

21.1.9. American Railroad Engineering and Maintenance-of-Way Association (AREMA)

21.1.10. Federal Railroad Association (FRA)

21.1.11. Americans with Disabilities Act (ADA)

21.1.12. Elderly & Handicapped regulations found in 49 CFR, Part 609

21.1.13. Texas Department of Transportation (TxDOT)

21.1.14. Environmental Protection Agency (EPA)

21.1.15. Occupational Safety and Health Administration (OSHA)

21.1.16. Federal Communications Commission (FCC)

21.1.17. Texas Contractor's licensing codes

21.1.18. Texas Commission of Environmental Quality (TCEQ)

21.1.19. Texas Administrative Code

21.1.20. Federal Transit Administration

21.1.21. General Cod of Operating Rules (GCOR)

21.2. When any regulatory authority issues a defect, citation, violation, notification, the contractor will make on the spot corrections, if possible but no later than 30 days after defect was noted or submit an action plan to correct the defect.

21.3. The Contractor shall be financially responsible for any violations resulting in fines, additional penalties may also apply.

21.4. FRA Compliance Management (FRA-CMP)

21.4.8. The Contractor shall prepare an FRA Compliance Management Plan (CDRL 21.4.1) that shall provide details on the following:

21.4.9. How the Contractor maintains competency on all applicable regulations relating the service property, vehicles and equipment.

21.4.10. How inspection, testing and maintenance procedures are in compliance with FRA requirements.

21.4.11. How the Contractor supervises the work-force to ensure the work-force is performing duties in compliance with regulatory requirements.

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- 21.4.12. How the Contractor trains employees in compliance with FRA requirements.
- 21.4.13. How the Contractor documents the inspection, maintenance and employee requirements.
- 21.4.14. How the Contractor manages record retention in compliance with FRA requirements.
- 21.4.15. How the Contractor manages interface with the FRA.
- 21.4.16. The FRA-CMP shall be submitted for CMTA review and approval within 60 days after NTP. The Contractor shall comply with all requirements of the approved FRA-CMP.

22. REPORTS

- 22.1. By 7:00 AM CST each day, the Contractor shall submit a complete daily Transportation staffing report (CDRL 22.1) with CMTA detailing all assignments of engineers, dispatchers and supervisors for the prior and current day's service
- 22.2. By Monday morning weekly, the Contractor shall submit a complete weekly track outage report, maintenance production report/plan, and system wide service property inspection report (CDRL 22.2).
- 22.3. Daily Dispatcher Turnover report (3 per 24 hour period) (CDRL 22.3)
- 22.4. By the 10th day of each month, the Contractor shall submit a complete monthly report to include the following:
 - 22.4.8. Supervisory track and right of way inspection report (CDRL 10.22.1.1)
 - 22.4.9. FRA Test Compliance Report (CDRL 13.1)
 - 22.4.10. Accident/Incident Report (CDRL 22.4.3)
 - 22.4.11. Maintenance Report of vehicle, track, bridge, signals and communications (CDRL 22.4.4)
 - 22.4.12. Maintenance Operation and Fleet Performance Report (CDRL 12.14.14)
 - 22.4.13. MDBF Report (CDRL 16.9.5.4)
 - 22.4.14. Training Schedule (CDRL 22.4.8)
 - 22.4.15. NTD Monthly Report (CDRL 22.4.9)
 - 22.4.16. Customer Comment and Complaint Report (CDRL 15.5.8)
 - 22.4.16.1. The Contractor shall prepare and submit to monthly reports to CMTA detailing the number of customer comments and complaints, broken down by various categories determined by the Parties (provided, however, that the Contractor shall include all categories identified by CMTA).
- 22.5. By the 15th of January, April, July and October, the Contractor shall submit a complete quarterly report to include the following:

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- 22.5.8. Organization Chart (CDRL 6.4.1)
 - 22.5.9. Special Bridge Inspections (CDRL 22.5.2)
 - 22.5.10. Maintenance of Way Service Plan (CDRL 22.5.3)
 - 22.5.11. Safety Performance Report (CDRL 22.5.4)
 - 22.5.12. Security Issue & Incident Report (CDRL 5.9.3)
- 22.6. By the 20th of October, the Contractor shall submit a complete annual report to include the following:
- 22.6.8. Transportation Service Plan (CDRL 7.4)
 - 22.6.9. On Time Performance Analysis Report (CDRL 22.6.2)
 - 22.6.10. Railroad Improvement Recommendation (CDRL 22.6.3)
 - 22.6.11. Grade Crossing Improvement Plan (CDRL 22.6.4)
 - 22.6.12. List of Flood Prone Locations and Mitigating Measures (CDRL 22.6.5)
 - 22.6.13. NTD Annual Reporting (CDRL 22.6.6)
- 22.7. By the 20th of August, the Contractor shall submit a complete annual report to include the following:
- 22.7.8. Bridge Maintenance Inspection Plan (CDRL 10.17.3.7)
 - 22.7.9. Maintenance of Way Plan (CDRL 10.17.1)
 - 22.7.10. Rail Vehicle Maintenance Plan (CDRL 12.26.1)
 - 22.7.11. Signals and Communications Plan (CDRL 11.1)
 - 22.7.12. Culvert Maintenance & Inspection Plan (CDRL 10.17.3.9)
 - 22.7.13. Signal Failure Reduction Plan (CDRL 11.29)
 - 22.7.14. Annual Fuel Usage Audit (CDRL 22.7.7)
- 22.8. By the 20th of March, the Contractor shall submit a complete annual report to include the following:
- 22.8.8. Contractor License Review (CDRL 22.8.1)
 - 22.8.9. Contractor Safety Compliance Plan (CDRL 4.16)
 - 22.8.10. Contractor System Security Compliance Plan (CDRL 5.6.1)
 - 22.8.11. Emergency Preparedness Plan (CDRL 4.18.1)
 - 22.8.12. Emergency Response Plan (CDRL 4.16.1.13)

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- 22.8.13. Contingency Plan (CDRL 22.8.6)
 - 22.8.14. Drug Free Workplace Policy (CDRL 22.8.7)
 - 22.8.15. Drug & Alcohol Test Guidelines (CDRL 22.8.8)
 - 22.8.16. Contractor Annual Employee Training Plan (CDRL 13.2.1)
- 22.9. By the 15 of November, the Contractor shall deliver the following:
- 22.9.8. Independent Audited (CDRL 22.9.1) Financial Statements for the time period October 1-September 30.
 - 22.9.9. Incident Corrective Action Plan (CDRL 22.9.2) summarizing engineering responses taken and their effectiveness shall be included. In the event that any corrective actions are left open a time line for completion is expected to be included.
 - 22.9.10. If an investigation of the Service Disruption is ongoing at the time of submission of the report, the Final Incident/Accident Analysis Report (CDRL 22.9.3) shall also update CMTA on the status of the investigation. If the investigation is ongoing, this report shall include a timeline for completion of the investigation and the issuance of the final report. Report updates are required every 30 days thereafter. The Contractor shall submit a final report to CMTA that includes the baseline data and information listed above as well as a qualitative analysis that encompasses information obtained from the investigation. Upon completion of the investigation, the Contractor shall submit an updated Final Incident/Accident Report and Analysis to CMTA.
 - 22.9.11. At the request of CMTA, the Contractor shall meet to discuss any service disruption or incident.
 - 22.9.12. The Contractor shall produce "Delay Reports" containing detailed information describing the impact of all delays to customers on all affected trains. Delay Reports shall specify whether a freight or commuter rail train. Delay reports should also include the amount of time delayed at station location.
 - 22.9.13. The contractor shall provide annual inspection reports on safety and integrity (CDRL 22.9.6), including recommendations for any necessary repairs (minor and major) as well as a summary of all maintenance activities that have been performed during the previous year.
- 22.10. **Signal Report (CDRL 22.10)**
- 22.10.8. All required FRA reports shall be submitted in Asset Management System and PDF format to CMTA and available for review by the FRA.
 - 22.10.9. Reports of all FRA tests required to be performed on the Service Property shall be submitted to CMTA on a monthly basis by the Contractor. The report shall include at minimum the location and rule or test number, the test due date, the completed date, test result, and corrective action(s), if necessary.
- 22.11. **Operating Rules Violation Report (CDRL 22.11)**
- 22.11.8. A verbal report shall be made immediate. A preliminary written report shall be provided to CMTA within twenty-four (24) hours of the reported operating rules violation.

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22.11.9. The final report shall be submitted to CMTA within fifteen (15) days of the operating rules violation. The report shall be filed on Form FRA F6180-14.

22.12. **FRA Highway-Rail Grade Crossing Warning System Failure Report (CDRL 22.12)**

22.12.8. A verbal report will be made immediately. A preliminary written report shall be provided to CMTA within twenty-four (24) hours of the reported failure or violation.

22.12.9. The final report shall be submitted to CMTA within seven (7) days of the reported failure or violation. The report shall be filed on Form FRA 6180-83.

22.12.10. Contractor shall utilize, generate, and submit, in an agreed upon format, a Signal Call log on a daily basis to CMTA. The Contractor shall notify CMTA immediately after an incident has been recorded into the Signal Call log.

23. **MOBILIZATION**

23.1. Mobilization begins when the Contractor receives a Notice to Proceed from CMTA. The Contractor shall provide the Final Mobilization Plan will be 5 business days from NTP.

23.2. During Mobilization the Contractor shall prepare to transition all CMTA Commuter Rail Services operations and maintenance services and ensure that its employees are qualified and trained to assume their duties on the Services Commencement Date.

23.3. The Services Commencement Date is the date on which the Contractor assumes full responsibility for all CMTA Rail Services listed in this contract.

23.4. The current Contractor shall continue to perform operations and maintenance during the Mobilization Period and perform all other Contract Services in compliance with their Contract.

23.5. The Contractor shall prepare a Mobilization Plan that includes all the steps, activities, schedule and sequencing necessary for the Contractor to assume all operations and maintenance services by the Services Commencement Date in a planned and orderly fashion.

23.6. The Contractor's General Manager shall lead the Mobilization effort. Other Contractor personnel may be designated to assist the Mobilization effort in various functions defined by the Contractor.

23.7. The Contractor shall prepare and present a Mobilization organization structure as part of the Mobilization Plan. Each function required to ensure the success of the Mobilization Plan will be defined in the organization structure and an individual shall be assigned to perform the duties of each position. All responsibilities and reporting relationships must be clearly defined. CMTA will not approve any Plan that includes designations such as "TBD" in the organization structure unless arrangements are made with CMTA by the Contractor in advance of the beginning of the Mobilization period.

23.8. All Mobilization services that rely on the prior Contractor of the Commuter Rail Services or Third Party Contractors to be performed shall be identified and scheduled. Responsibility for each of these activities must be assigned to an individual on the Contractor's Mobilization team. In addition, each Third Party Contractor must be identified by name, address, activity performed, and other pertinent information.

23.9. The Contractor shall be prepared to address all FRA requirements. All plans, programs, testing and documentation must be included in the Mobilization Plan and accompanying schedule.

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- 23.10. The Contractor shall designate responsibility for each part of the FRA requirements to specific individuals who will be in charge of the completion and submission of each task and document.
- 23.11. Each regulatory agency deliverable must be compiled on a spreadsheet including title of document or task; associated rule number, if applicable; date required; the Contractor employee responsible; FRA or other regulatory contact assigned responsibility; status; the Contractor completion date; date forwarded to FRA or other regulatory agency; date of FRA or other regulatory agency approval and included in the Mobilization Plan.
- 23.12. The Mobilization Plan must include provisions for completing any necessary training during Mobilization required in this Contract.
- 23.13. The Mobilization Plan must include a detailed schedule that identifies when each segment of Contract Services are ready to be assumed by the Contractor. The schedule must identify key milestone dates for deliverables and other critical events, tasks and other objectives. The schedule shall also include the critical path for achieving each milestone deliverable. The Plan shall show the assumptions of responsibilities as soon as practicable.
- 23.14. The Mobilization Plan must include a concise list of underlying assumptions that support each deliverable. Every area of the Contract Services must be considered and addressed in the Mobilization Plan. CMTA will not approve a Plan that does not include all required elements of Contract Services.
- 23.15. The Contractor shall be responsible for completing the various work activities and submitting the designated CDRL items specified in other sections of this Contract within the Mobilization period.
- 23.16. To affect a smooth transfer, Mobilization may require the Contractor's managers and other employees to "shadow" the current Contractor's managers and employees performing their duties. The Contractor shall identify all anticipated overlapping roles in the Mobilization Plan and describe how this transition will be accomplished with minimum disruption to Commuter Rail Services
- 23.17. **Weekly Status Meetings**
- 23.17.8. During Mobilization, the Contractor will schedule weekly meetings, at a minimum, with CMTA in order to review the progress of Mobilization and discuss any problems or anticipated problems. The Contractor shall submit a meeting schedule that covers the duration of the Mobilization period no later than NTP. These meetings will also review Contractor's progress with respect to staffing
- 23.17.9. The Contractor shall be prepared to report on the development status of each plan, schedule, program, system, guideline, manual, and form required under the terms of the Contract and in accordance with the CDRL schedule.
- 23.17.10. If CMTA requires changes to a plan, schedule, program, system, guideline, manual, the Contractor shall revise and re-submit it for CMTA's review and approval within the timeframe established by CMTA in the Contract.

24. **DOCUMENTATION**

- 24.1. The Contract Data Requirements List (CDRL) is provided in Exhibit F-1 of this Contract.

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24.2. The Contractor shall prepare a spreadsheet listing each of these documents, their due dates and frequency of submittal. The spreadsheet (CDRL 24.2) shall include all documents used to enable data entry into the Asset Management System. This spreadsheet shall be delivered to CMTA for final review and approval no later than 5 business days from NTP.

24.3. This report shall be part of the agenda of the Weekly Status Meetings described in Weekly Status Meetings of Mobilization. The Contractor shall cite the CDRL number of each document and document template and due date.

24.4. **Miscellaneous**

24.4.8. The Contractor shall properly store, update and provide to Contractor Personnel all CMTA-approved maintenance manuals and procedures.

24.4.9. The Contractor shall provide a detailed description of how maintenance manuals and procedures will be stored, updated and made available to Contractor Personnel.

24.4.10. The Contractor shall interface maintenance procedures with a work order system to ensure that the proper procedures are applied in the performance of the work.

24.4.11. The Contractor shall identify a process for revising maintenance procedures and providing instruction to employees regarding the revision(s) in compliance with the Quality Control Plan. This process shall include, a provision outlining the development process for maintenance procedures in order to maintain a high level of procedure quality.

24.4.12. The Contractor shall be responsible for maintaining all maintenance procedures with the most current changes and revisions issued by the OEMs.

24.4.13. The Contractor shall make formal notification of changes to all maintenance Contractor Personnel and CMTA. All relevant documents shall be updated to reflect changes as necessary.

24.5. **Corrective Maintenance – Component Failure**

24.5.8. The Contractor shall implement a maintenance approach that will assure that components are replaced in advance of the point of failure due to normal wear-and-tear to the greatest extent possible.

24.5.9. Corrective maintenance shall be performed in a timely manner. Corrective maintenance shall be performed, as required, to ensure system and sub system availability and shall not be deferred.

24.5.10. The Contractor shall maintain sufficient resources to address corrective maintenance.

24.5.11. Corrective maintenance resulting from defective components supplied by a vendor are the Contractor's sole responsibility. The Contractor shall assure that material, parts, components and systems are purchased from reputable sources of supply and procured using the appropriate specifications.

24.5.12. The Contractor shall inform CMTA in writing, immediately, of cases where vendor defective components have caused failures and when available, document the findings of an investigative inspection and the corrective actions necessary. This shall be supported by the Quality Assurance Program required by this contract.

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24.6. Corrective Maintenance – Damaged Infrastructure, Systems, and Vehicles

~~24.6.8. The Contractor is responsible to for all damage to the service property, infrastructure and equipment by acts of God, weather, vandalism, incidents, accidents, trespassers, debris strikes etc..~~

~~24.6.9. CMTA will reimburse the contractor for any work that exceeds \$25,000 per incident per location (within 2500 foot) in accordance with Exhibit E 6 of this contract. The contractor is financially responsible for the cost of making these repairs for an amount not to exceed \$25,000 per incident. The contractor will be responsible at its cost to repair any damage to the rail track, the DMU vehicles, and ancillary equipment (e.g. signal houses, crossing gates, signage) up to the amount of \$25,000 per incident caused by the following events: vandalism, trespassers, debris strikes, washouts, floods, wind events, tornadoes, hurricanes, birds strikes, animals, and motor vehicle collisions that damage the track, signal gates, or signage. For amounts exceeding \$25,000 Capital Metro will pay the dollar difference upon invoice and proper supporting documentation.~~

24.6.10. The contractor shall provide repairs associated with the conditions above to the service property and infrastructure inclusive of labor (overtime), material and equipment. Under no circumstances will the contractor submit additional costs for equipment or personnel included in the base contract.

24.6.11. The Contractor is responsible for presenting CMTA an incident report providing a description of the circumstances that caused the damage, the extent of the damage and cost estimate to complete these repairs within one (1) Business Day of the event causing the damage or discovery of damage. Exceptions for one Business Day turnaround for estimates shall be granted on a case-by-case basis.

24.6.12. The Contractor shall provide evidence that the damage is due to acts of God, weather, vandalism by unauthorized third parties or trespassers, right of way accidents or incidents caused by unauthorized third parties or trespassers and debris strikes caused by unauthorized third parties or trespassers.

24.6.13. Work to repair or replace components that are damaged due to acts of God, weather, vandalism, right of way accidents or incidents, and debris strikes shall not commence until CMTA supplies written authorization for the Contractor to proceed.

25. POSITIVE TRAIN CONTROL

25.1. CMTA is committed to meeting to the requirements of 49 CFR 236 subpart I and will be installing a Positive Train Control (“PTC”) to support the entire Commuter Rail System. The PTC Project will be designed, built, installed and tested through an Agreement with a PTC System Contractor. CMTA shall manage the Contract with the PTC Contractor through a dedicated CMTA project team. The Contractor shall coordinate and cooperate with the PTC Contractor.

25.2. The Contractor shall provide any access upon a schedule requested by the PTC Contractors provided that such access that does not unreasonably interfere with the Contract Services. Any access requested by the PTC Contractors that is deemed to be unreasonable by the Contractor may be over-ruled by CMTA.

25.3. Roadway Worker Protection Training - In addition to its Roadway Worker Protection (“RWP”) training obligations provided by Training of Contractor Personnel of this Contract, the Contractor shall provide RWP training for the PTC Contractors for up to 20 people per year. This training shall be provided at the commencement of the PTC Contractors’ agreement with CMTA.

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25.4. PTC System Operation and Maintenance

25.4.8. The requirements for operation and maintenance for the PTC system have yet to be defined. Once these requirements are known, CMTA shall prepare a scope of work for this additional service that shall form the basis for a Service Change as set forth in Changes of this contract. This service will be added by contract modification.

25.4.9. The operation and maintenance of the PTC system will be treated by both CMTA and the Contractor as a Service Change in conformance with the terms and conditions of this Contract.

NOTE: The contractor is to understand that any work not specifically mentioned in the scope, but which is necessary, either directly or indirectly, for the proper carrying out of the intent thereof, shall be required and applied, and the contractor shall perform all such work just as if it were particularly defined or described. Unless specifically mentioned above, all work shall conform to the OEM, industry recommendations and standards of CMTA.

The remainder of Exhibit A – Pricing Schedule has been redacted.

For further information regarding Exhibit A, you may:

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

OR

- Submit a public information request directly to PIR@capmetro.org.

For more information regarding the Public Information Act and submitting public information requests, follow this link to our website: <https://www.capmetro.org/legal/>