



CONTRACT NO. 500100

(RFP 802071)

**CONTRACTED BUS OPERATIONS
& MAINTENANCE SERVICES**

CONTRACTOR: Keolis Transit Services, LLC
53 State Street, 11th Floor
Boston, MA 02109
617-620-7320

AWARD DATE: September 25, 2023

CONTRACT TERM: January 1, 2024, through December 31, 2026

PRICE: \$414,953,300.85

PROJECT MANAGER: Rafael Villarreal
512-389-7484
rafael.villarreal@capmetro.org

CONTRACT ADMINISTRATOR: Tracee Metterle
512-369-6525
tracee.metterle@capmetro.org

PROCUREMENT DEPARTMENT
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 E. 5th STREET
AUSTIN, TEXAS 78702



CONTRACT 500100

(RFP 802071)

CONTRACTED BUS OPERATIONS & MAINTENANCE SERVICES

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ATTACHMENTS

Bus Bridge Procedures 4.14
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Physical Access Control Policy 9.4.2
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Current Combined Bargaining Agreement (CBA) 25.2

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AUSTIN, TEXAS		
AWARD/CONTRACT FORM		
1. SOLICITATION NO: RFP 802071	2. CONTRACT NO: 500100	3. EFFECTIVE DATE: Upon Execution
4. CONTRACTS ADMINISTRATOR: Tracee Metterle		PHONE: 512-369-6525
5. SHIP TO ADDRESS:		6. DELIVERY TERMS:
Capital Metro 2910 East 5 th Street Austin, Texas 78702		F.O.B. Destination
		7. DISCOUNTS FOR PROMPT PAYMENT: N/A
8. CONTRACTOR NAME & ADDRESS:		9. REMITTANCE ADDRESS: (If different from Item 8)
Keolis Transit Services 53 State Street, 11 th Floor Boston, MA 02109		
PHONE: 617-222-8001	EMAIL: david.scorey@keolisna.com	
10. DBE GOAL: Not Applicable		
CONTRACT EXECUTION		
CAUTION: A false statement in any bid or proposal submitted to CMTA may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.		
<input checked="" type="checkbox"/>	NEGOTIATED AGREEMENT: (Contractor is required to sign below and return to the Contracting Officer within three (3) calendar days of receipt.)	
Contractor agrees to perform, furnish and deliver all the services set forth or otherwise identified in the following items and all relevant attachments and addenda for the base and option years. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this Award/Contract, (b) the solicitation, as amended, and (c), such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.		
<ul style="list-style-type: none"> • Exhibit J - Agreement to Withdraw Exception to Exhibit E, 8.(a) Insurance, email dated September 22, 2023 • Exhibit I - Commitment to Honor Collective Bargaining Agreement Terms, Keolis letter dated September 14, 2023 • Contractor's Final Proposal Revision dated August 29, 2023 • Contractor's Initial Proposal dated July 6, 2023 • Exhibit A - Revised-1 • Exhibit A-1 Revised-3 • Exhibit B • Exhibit E - Revised-3 • Exhibit E-1 • Exhibit F - Revised-4 • Exhibit H • Attachments 		
SIGNATURE OF CONTRACTOR:		
Name/Title: <u>David Scorey, Chief Executive</u> Signature: <u>[Signature]</u> Date: <u>9/25/2023</u>		
<input checked="" type="checkbox"/>	AWARD: Items listed below are changes from the original offer and solicitation as submitted.	
This Award/Contract Form may be executed in multiple originals, and an executed facsimile or email copy shall have the same force and effect as an original document.		
ALTERATIONS IN CONTRACT: Changes are as follows:		
Refer to Exhibit E, section 52. Order of Precedence, which is updated to reflect the most recent version of the following Exhibits.		
<ul style="list-style-type: none"> - Refer to <u>Exhibit E – Revised-2</u>, which shall be replaced in its entirety with <u>Exhibit E – Revised-3</u>, attached hereto and made a part hereof for all pertinent purposes. - Refer to <u>Exhibit I - Commitment to Honor Collective Bargaining Agreement Terms letter from Keolis dated September 14, 2023</u>, attached hereto and made a part hereof for all pertinent purposes. - Refer to <u>Exhibit J – Agreement to Withdraw Exception to Exhibit E, 8.(a) Insurance, email dated September 22, 2023</u>, attached hereto and made a part hereof for all pertinent purposes. - Refer to <u>Exhibit F – Revised-3</u>, which shall be replaced in its entirety with <u>Exhibit F – Revised-4</u>, attached hereto and made a part hereof for all pertinent purposes. - Refer to <u>Attachment: List of Performance Deficiency Credits, Incentives/Disincentives – Revised-1</u>, which shall be replaced in its entirety with <u>Attachment: List of Performance Deficiency Credits, Incentives/Disincentives – Revised-2</u>, attached hereto and made a part hereof for all pertinent purposes. 		
<ol style="list-style-type: none"> 1. <u>Exhibit A-1 – Revised-3 – Pricing Breakdown</u> 2. <u>Exhibit E – Revised-3 – Contractual Terms and Conditions</u> 3. <u>Exhibit J – Agreement to Withdraw Exception to Exhibit E, 8 (a) Insurance, email dated September 22, 2023</u> 4. <u>Exhibit I - Commitment to Honor Collective Bargaining Agreement Terms, Keolis letter dated September 14, 2023</u> 5. <u>Exhibit F – Revised-4 – Scope of Services</u> 6. <u>Attachment: Performance Deficiency Credits, Incentives/Disincentives - Revised-2</u> 		
11. ACCEPTED AS TO: Exhibit A-1 - Revised-3 (Pricing Breakdown), Section 6. Pricing: Base Period Year 1 of the Contract, Items 1-5 inclusive; Section 7. Pricing: Base Period Year 2 of the Contract, Items 1-5 inclusive; and Section 8. Pricing: Base Period Year 3 of the Contract, Items 1-5 inclusive, for the GRAND TOTAL BASE PERIOD not-to-exceed amount stated in Exhibit A-1 – Revised-3, Section 11, Item 1: \$414,953,300.85.		
SIGNATURE OF CONTRACTING OFFICER:		E-SIGNED by Muhammad Abdullah
Muhammad Abdullah, C.P.M., VP Procurement & Chief Contracting Officer		on 2023-10-06 20:33:07 GMT
Signature: _____		Date: <u>October 06, 2023</u>

EXHIBIT A - REVISED-1

**SCHEDULE
RFP 802071**

THE OFFEROR IS REQUIRED TO SIGN AND DATE EACH PAGE OF THIS SCHEDULE

1. IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT

Company Name (Printed)	Keolis Transit Services, LLC	
Address	53 State Street, 11th Floor	
City, State, Zip	Boston, MA 02109	
Phone, Email	(617) 222-8001	busdev@keolisna.com
The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Schedule at the prices offered therein.		
Authorized Agent Name and Title (Printed)	David Scorey, CEO - Keolis North America	
Signature		Date 08/29/2023

2. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror must acknowledge amendment(s) to this solicitation in accordance with the ACKNOWLEDGMENT OF AMENDMENTS section of **Exhibit C - Revised-1**.

3. PROMPT PAYMENT DISCOUNT

# of Days	-	Percentage	0 %
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Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

4. AUTHORITY'S ACCEPTANCE (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The Authority hereby accepts this offer

Authorized Agent Name and Title (Printed)	
Signature and Date	
Accepted as to:	

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/>

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Exhibit A-1 - Revised-3

RESPONSIBILITY MATRIX

NOTE: The Responsibility Matrix is a document for informational purposes only of what the Authority may use during Contractor’s performance under the Contract. It is not a substitute for what Contractor is to provide in the Pricing Schedule or any Contractor requirements in the Contract.

Function	Capital Metro	Contractor		Notes
		Pass Through	Fixed Rate	
Fuel	X			
Fluids/Lubes/Oil	X			
Tires	X			
Towing	X			
Body repairs	X			
Building maintenance and repairs	X			
Operators (wages/fringes)		X		
Vehicle Maintenance Staff (wages/fringes)		X		
Operations Supervision (wages/fringes)		X		
Maintenance Supervision (wages/fringes)		X		
Parts clerks (wages/fringes)		X		
Building maintenance staff (wages/fringes)		X		
Labor Arbitrations, Grievances, Legal Fees Associated with Arbitrations, FMLA, Light Duty Compensation		X		% of Total Payroll
Uniforms	X			
Non-Bargaining personnel (wages/fringes)			X	
Admin Supplies			X	
Operations Fixed Fee			X	
Maintenance Fixed Fee			X	
Scheduling/ run cutting	X			
Service planning	X			
Customer service	X			
Security personnel	X			
Job descriptions, recruiting, screening, and hiring support services	X			
Drug testing, physicals, background check, driving records, and training materials		X		
General liability insurance			X	
Vehicle liability insurance			X	
Physical Damage (non-rev veh)			X	
Errors and omissions insurance			X	
Professional liability insurance			X	
Umbrella liability insurance			X	
Performance Bond			X	
Overhead and profit			X	
Start-Up Amortization			X	
Water	X			
Sewer	X			
Electricity	X			
Cable TV	X			
Local/ Domestic long distance phone	X			
International long distance			X	
Internet/wifi			X	
Air time for radios	X			
Email accounts			X	
Vehicle registrations, inspections, license plates	X			

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Exhibit A-1 - Revised-3

RESPONSIBILITY MATRIX

Function	Capital Metro	Contractor		Notes
		Pass Through	Fixed Rate	
Fare media and signage	X			
Buses including fareboxed, other systems	X			
Support vehicles	X			
Radio systems	X			
Fuel tanks	X			
Bus wash	X			
Lift equipment	X			
Passenger shelters	X			
Transit centers	X			
Operations facilities	X			
Office furniture	X			
Vending machines	X			
Printers/copiers, etc.			X	
Computers/hardware/software			X	
Phone system	X			
Enterprise Asset Management (Hexagon) workstations for veh maintenance bays	X			
Computer-Aided Dispatch / AVL (OrbCAD) workstations for dispatch	X			
Dispatch and Scheduling application (Trapeze v18) workstations and swipe-in/badging peripherals for dispatch	X			
Digital Video Recorder systems (currently Apollo, MobileView) PC desktop and software	X			
Swiftly	X			
Parts, transmissions, cores, folters, brakes, AC/heating supplies, electrical supplies, etc.	X			
Safety equipment for operators/supervisors (first aid kits, bio hazard, etc.)	X			
Safety equipment, fire extinguishers, and reflectors for buses	X			
Fuel management software	X			
Shop tools and equipment	X			
Annual Bus Rodeo	X			
Telephone - Mobile			X	
Payroll Processing			X	
Other Admin. Materials/Services			X	

NOTE: The Responsibility Matrix is a document for informational purposes of what the Authority may use during Contractor’s performance under the Contract. It is not a substitute for what Contractor is to provide in the Pricing Schedule or any Contractor requirements in the Contract.

EXHIBIT B
REPRESENTATIONS AND CERTIFICATIONS
(FEDERALLY ASSISTED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)
MUST BE RETURNED WITH THE OFFER

1. TYPE OF BUSINESS

(a) The offeror operates as (mark one):

- An individual
- A partnership
- A sole proprietor
- A corporation
- Another entity _____

(b) If incorporated, under the laws of the State of:

Delaware

2. PARENT COMPANY AND IDENTIFYING DATA

(a) The offeror (mark one):

- is
- is not

owned or controlled by a parent company. A parent company is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than fifty percent (50%) of the voting rights in that company.

(b) A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominate minority voting rights, use of proxy voting, or otherwise.

(c) If not owned or controlled by a parent company, the offeror shall insert its own EIN (Employer's Identification Number) below:

(d) If the offeror is owned or controlled by a parent company, it shall enter the name, main office and EIN number of the parent company, below:

Keolis Transit America, Inc.
53 State Street, 11th Floor
Boston, MA 02109
[REDACTED]

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The offeror (and all joint venture members, if the offer is submitted by a joint venture) certifies that in connection with this solicitation:

(1) the prices offered have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, with any other offeror or with any other competitor;

(2) unless otherwise required by law, the prices offered have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of bids in the case of an invitation for bids, or prior to contract award in the case of a request for proposals, directly or indirectly to any other offeror or to any competitor; and

(3) no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Jessica Stefanko, Director, Pricing & Business Analytics;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of 2 C.F.R. (Code of Federal Regulations), part 180 and part 1200, subpart C, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals for this covered transaction:

(1) are not presently excluded or disqualified (which may include being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency);

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for (i) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (ii) violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (iv) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility.

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to its offer/bid/quote/qualifications statement.

(c) For any proposed subcontractor at any tier where the subcontract is expected to equal or exceed \$25,000:

(1) The offeror certifies that it has obtained a certification identical to (a) from such subcontractor.

(2) Where the prospective lower tier participant is unable to certify to (a), an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c)(2)), above, shall be included in all applicable subcontracts and a copy kept on file by the Prime Contractor. The Prime Contractor shall be required to furnish copies of the certifications to the Authority upon request.

5. COMMUNICATIONS

(a) All oral and written communications with the Authority regarding this solicitation shall be exclusively with, or on the subjects and with the persons approved by, the persons identified in this solicitation. Discussions with any other person not specified could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system. If competition cannot be resolved through normal communication channels, the Authority's protest procedures shall be used for actual or prospective competitors claiming any impropriety in connection with this solicitation.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative of the Authority (including Board Members, the Authority's contractors or consultants) regarding this solicitation, except as described below:

Individual's Name	Date/Subject of Communication

(Attach continuation form, if necessary.)

6. CONTINGENT FEE

(a) Except for full-time, bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (mark one):

- has
- has not

employed or retained any company or persons to solicit or obtain this contract, and (mark one):

- has
- has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) The offeror agrees to provide information relating to (a) above, when any item is answered affirmatively.

7. CODE OF ETHICS

(a) Statement of Purpose

The brand and reputation of Capital Metro is determined in large part by the actions or ethics of representatives of the agency. Capital Metro is committed to a strong ethical culture and to ethical behavior by all individuals serving Capital Metro as employees, members of the Board of Directors or volunteers. Individuals serving Capital Metro will conduct business with honesty and integrity. We will make decisions and take actions that are in the best interest of the people we serve and that are consistent with our mission, vision and this policy. The Code of Ethics (the "Code") documents Capital Metro's Standards of Ethical Conduct and policies for Ethical Business Transactions. Compliance with the Code will help protect Capital Metro's reputation for honesty and integrity. The Code attempts to provide clear principles for Capital Metro's expectations for behavior in conducting Capital Metro business. We have a duty to read, understand and comply with the letter and spirit of the Code and Capital Metro policies. You are encouraged to inquire if any aspect of the Code needs clarification.

(b) Applicability

The Code applies to Capital Metro employees, contractors, potential contractors, Board Members and citizen advisory committee members. Violation of the Code of Ethics may result in discipline up to and including termination or removal from the Board of Directors.

(c) Standards of Ethical Conduct

The public must have confidence in our integrity as a public agency and we will act at all times to preserve the trust of the community and protect Capital Metro's reputation. To demonstrate our integrity and commitment to ethical conduct we will:

- (1) Continuously exhibit a desire to serve the public and display a helpful, respectful manner.
- (2) Exhibit and embody a culture of safety in our operations.
- (3) Understand, respect and obey all applicable laws, regulations and Capital Metro policies and procedures both in letter and spirit.
- (4) Exercise sound judgment to determine when to seek advice from legal counsel, the Ethics Officer or others.
- (5) Treat each other with honesty, dignity and respect and will not discriminate in our actions toward others.
- (6) Continuously strive for improvement in our work and be accountable for our actions.
- (7) Transact Capital Metro business effectively and efficiently and act in good faith to protect the Authority's assets from waste, abuse, theft or damage.
- (8) Be good stewards of Capital Metro's reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.
- (9) Report all material facts known when reporting on work projects, which if not revealed, could either conceal unlawful or improper practices or prevent informed decisions from being made.
- (10) Be fair, impartial and ethical in our business dealings and will not use our authority to unfairly or illegally influence the decisions of other employees or Board members.
- (11) Ensure that our personal or business activities, relationships and other interests do not conflict or appear to conflict with the interests of Capital Metro and disclose any potential conflicts.
- (12) Encourage ethical behavior and report all known unethical or wrongful conduct to the Capital Metro Ethics Officer or the Board Ethics Officer.

(d) Roles and Responsibilities

It is everyone's responsibility to understand and comply with the Code of Ethics and the law. Lack of knowledge or understanding of the Code will not be considered. If you have a question about the Code of Ethics, ask.

It is the responsibility of Capital Metro management to model appropriate conduct at all times and promote an ethical culture. Seek guidance if you are uncertain what to do.

It is Capital Metro's responsibility to provide a system of reporting and access to guidance when an employee wishes to report a suspected violation and to seek counseling, and the normal chain of command cannot, for whatever reason, be utilized. If you need to report something or seek guidance outside the normal chain of command, Capital Metro provides the following resources:

- (1) Anonymous Fraud Hotline – Internal Audit
- (2) Anonymous Online Ethics Reporting System
- (3) Contact the Capital Metro Ethics Officer, Vice-President of Internal Audit, the EEO Officer or Director of Human Resources
- (4) Safety Hotline

The Capital Metro Ethics Officer is the Chief Counsel. The Ethics Officer is responsible for the interpretation and implementation of the Code and any questions about the interpretation of the Code should be directed to the Ethics Officer.

(e) Ethical Business Transactions

Section 1. Impartiality and Official Position

- (1) A Substantial Interest is defined by Tex. Loc. Govt. Code, § 171.002. An official or a person related to the official in the first degree by consanguinity or affinity has a Substantial Interest in:
 - (i) A business entity if the person owns ten percent (10%) or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity OR funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or
 - (ii) Real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

Capital Metro will not enter into a contract with a business in which a Board Member or employee or a Family Member of a Board Member or employee as defined in Section 8 has a Substantial Interest except in case of emergency as defined in the Acquisition Policy PRC-100 or the business is the only available source for essential goods and services or property.

- (2) No Board Member or employee shall:
 - (i) Act as a surety for a business that has work, business or a contract with Capital Metro or act as a surety on any official bond required of an officer of Capital Metro.
 - (ii) Represent for compensation, advise or appear on behalf of any person or firm concerning any contract or transaction or in any proceeding involving Capital Metro's interests.
 - (iii) Use his or her official position or employment, or Capital Metro's facilities, equipment or supplies to obtain or attempt to obtain private gain or advantage.

(iv) Use his or her official position or employment to unfairly influence other Board members or employees to perform illegal, immoral, or discreditable acts or do anything that would violate Capital Metro policies.

(v) Use Capital Metro's resources, including employees, facilities, equipment, and supplies in political campaign activities.

(vi) Participate in a contract for a contractor or first-tier subcontractor with Capital Metro for a period of one (1) year after leaving employment on any contract with Capital Metro.

(vii) Participate for a period of two (2) years in a contract for a contractor or first-tier subcontractor with Capital Metro if the Board Member or employee participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement.

Section 2. Employment and Representation

A Board Member or employee must disclose to his or her supervisor, appropriate Capital Metro staff or the Board Chair any discussions of future employment with any business which has, or the Board Member or employee should reasonably foresee is likely to have, any interest in a transaction upon which the Board Member or employee may or must act or make a recommendation subsequent to such discussion. The Board Member or employee shall take no further action on matters regarding the potential future employer.

A Board Member or employee shall not solicit or accept other employment to be performed or compensation to be received while still a Board Member or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of their duties.

A Board Member or employee with authority to appoint or hire employees shall not exercise such authority in favor of an individual who is related within the first degree, within the second degree by affinity or within the third degree by consanguinity as defined by the Capital Metro Nepotism Policy in accordance with Tex. Govt. Code, Ch. 573.

Section 3. Gifts

It is critical to keep an arms-length relationship with the entities and vendors Capital Metro does business with in order to prevent the appearance of impropriety, undue influence or favoritism.

No Board Member or employee shall:

(1) Solicit, accept or agree to accept any benefit or item of monetary value as consideration for the Board Member's or employee's decision, vote, opinion, recommendation or other exercise of discretion as a public servant. [Tex. Penal Code §36.02(c)]

(2) Solicit, accept or agree to accept any benefit or item of monetary value as consideration for a violation of any law or duty. [Tex. Penal Code §36.02(a)(1)]

(3) Solicit, accept or agree to accept any benefit or item of monetary value from a person the Board Member or employee knows is interested in or likely to become interested in any Capital Metro contract or transaction if the benefit or item of monetary value could reasonably be inferred as intended to influence the Board Member or employee. [Tex. Penal Code §36.08(d)]

(4) Receive or accept any gift, favor or item of monetary value from a contractor or potential contractor of Capital Metro or from any individual or entity that could reasonably be inferred as intended to influence the Board Member or employee.

Exception: Consistent with state law governing public servants, a gift does not include a benefit or item of monetary value with a value of less than \$50, excluding cash or negotiable instruments, unless it can reasonably be inferred that the item was intended to influence the Board Member or employee. A department may adopt more restrictive provisions if there is a demonstrated and documented business need. [Tex. Penal Code § 36.10(a)(6)]

Exception: A gift or other benefit conferred, independent of the Board Member's or employee's relationship with Capital Metro, that is not given or received with the intent to influence the Board Member or employee in the performance of his or her official duties is not a violation of this policy. The Capital Metro Ethics Officer or Board Ethics Officer must be consulted for a determination as to whether a potential gift falls within this exception.

Exception: Food, lodging, or transportation that is provided as consideration for legitimate services rendered by the Board Member or employee related to his or her official duties is not a violation of this policy.

If you are uncertain about a gift, seek guidance from the Ethics Officer.

Section 4. Business Meals and Functions

Board Members and employees may accept invitations for free, reasonable meals in the course of conducting Capital Metro's business or while attending a seminar or conference in connection with Capital Metro business as long as there is not an active or impending solicitation in which the inviting contractor or party may participate and attendance at the event or meal does not create an appearance that the invitation was intended to influence the Board Member or employee.

When attending such events, it is important to remember that you are representing Capital Metro and if you chose to drink alcohol, you must do so responsibly. Drinking irresponsibly may lead to poor judgment and actions that may violate the Code or other Capital Metro policies and may damage the reputation of Capital Metro in the community and the industry.

Section 5. Confidential Information

It is everyone's responsibility to safeguard Capital Metro's nonpublic and confidential information.

No Board Member or employee shall:

- (1) Disclose, use or allow others to use nonpublic or confidential information that Capital Metro has not made public unless it is necessary and part of their job duties and then only pursuant to a nondisclosure agreement approved by legal counsel or with consultation and permission of legal counsel.
- (2) Communicate details of any active Capital Metro procurement or solicitation or other contract opportunity to any contractor, potential contractor or individual not authorized to receive information regarding the active procurement or contract opportunity.

Section 6. Financial Accountability and Record Keeping

Capital Metro's financial records and reports should be accurate, timely, and in accordance with applicable laws and accounting rules and principles. Our records must reflect all components of a transaction in an honest and forthright manner. These records reflect the results of Capital Metro's operations and our stewardship of public funds.

A Board Member or employee shall:

- (1) Not falsify a document or distort the true nature of a transaction.
- (2) Properly disclose risks and potential liabilities to appropriate Capital Metro staff.
- (3) Cooperate with audits of financial records.
- (4) Ensure that all transactions are supported by accurate documentation.
- (5) Ensure that all reports made to government authorities are full, fair, accurate and timely.
- (6) Ensure all accruals and estimates are based on documentation and good faith judgment.

Section 7. Conflict of Interest

Employees and Board Members are expected to deal at arms-length in any transaction on behalf of Capital Metro and avoid and disclose actual conflicts of interest under the law and the Code and any circumstance which could impart the appearance of a conflict of interest. A conflict of interest exists when a Board Member or employee is in a position in which any official act or action taken by them is, may be, or appears to be influenced by considerations of personal gain rather than the general public trust.

Conflict of Interest [Tex. Loc. Govt. Code, Ch. 171 & 176, § 2252.908]

No Board Member or employee shall participate in a matter involving a business, contract or real property transaction in which the Board Member or employee has a Substantial Interest if it is reasonably foreseeable that an action on the matter would confer a special economic benefit on the business, contract or real property that is distinguishable from its effect on the public. [Tex. Loc. Govt. Code, § 171.004]

Disclosure

A Board Member or employee must disclose a Substantial Interest in a business, contract, or real property that would confer a benefit by their vote or decision. The Board Member or employee may not participate in the consideration of the matter subject to the vote or decision. Prior to the vote or decision, a Board Member shall file an affidavit citing the nature and extent of his or her interest with the Board Vice Chair or Ethics Officer. [Tex. Loc. Govt. Code, § 171.004]

A Board Member or employee may choose not to participate in a vote or decision based on an appearance of a conflict of interest and may file an affidavit documenting their recusal.

Section 8. Disclosure of Certain Relationships [Tex. Loc. Govt. Code, Ch. 176]

Definitions

(1) A Local Government Officer is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:

(i) A member of the Board of Directors;

(ii) The President/CEO; or

(iii) A third party agent of Capital Metro, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.

(2) A Family Member is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

(3) A Family Relationship is a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

(4) A Local Government Officer must file a Conflicts Disclosure Statement (FORM CIS) if:

(i) The person or certain Family Members received at least \$2,500 in taxable income (other than investment income) from a vendor or potential vendor in the last twelve (12) months through an employment or other business relationship;

(ii) The person or certain Family Members received gifts from a vendor or potential vendor with an aggregate value greater than \$100 in the last 12 months; or

(iii) The vendor (or an employee of the vendor) has a Family Relationship with the Local Government Officer.

- (5) A vendor doing business with Capital Metro or seeking to do business with Capital Metro is required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or business relationship with any Board Member or local government officer or his or her Family Member.

Section 9. Duty to Report and Prohibition on Retaliation

Board Members and employees have a duty to promptly report any violation or possible violation of this Code of Ethics, as well as any actual or potential violation of laws, regulations, or policies and procedures to the hotline, the Capital Metro Ethics Officer or the Board Ethics Officer.

Any employee who reports a violation will be treated with dignity and respect and will not be subjected to any form of retaliation for reporting truthfully and in good faith. Any retaliation is a violation of the Code of Ethics and may also be a violation of the law, and as such, could subject both the individual offender and Capital Metro to legal liability.

Section 10. Penalties for Violation of the Code of Ethics

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

(1) If a Board Member does not comply with the requirements of this policy, the Board member may be subject to censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.

(2) If an employee does not comply with the requirements of this policy, the employee shall be subject to appropriate disciplinary action up to and including termination.

(3) Any individual or business entity contracting or attempting to contract with Capital Metro which offers, confers or agrees to confer any benefit as consideration for a Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties, or which attempts to communicate with a Board Member or Capital Metro employee regarding details of a procurement or other contract opportunity in violation of Section 5, or which participates in the violation of any provision of this Policy may have its existing Capital Metro contracts terminated and may be excluded from future business with Capital Metro for a period of time as determined appropriate by the President/CEO.

(4) Any individual who makes a false statement in a complaint or during an investigation of a complaint with regard to a matter that is a subject of this policy is in violation of this Code of Ethics and is subject to its penalties. In addition, Capital Metro may pursue any and all available legal and equitable remedies against the person making the false statement or complaint.

Section 11. Miscellaneous Provisions

(1) This Policy shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as they may relate to the conduct of Board Members and employees.

(2) Within sixty (60) days of the effective date for the adoption of this Code each Board Member and employee of Capital Metro will receive a copy of the Code and sign a statement acknowledging that they have read, understand and will comply with Capital Metro's Code of Ethics. New Board Members and employees will receive a copy of the Code and are required to sign this statement when they begin office or at the time of initial employment.

(3) Board Members and employees shall participate in regular training related to ethical conduct, this Code of Ethics and related laws and policies.

8. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents as part of its offer that it (mark one):

- has
 has not

participated in a previous contract or subcontract subject either to Executive Order 11246 and its related regulations; and it (mark one):

- has
- has not

filed all required compliance reports.

9. AFFIRMATIVE ACTION COMPLIANCE

(a) The offeror represents as part of its offer that it has a workforce of (indicate below the number of employees including temporary, full-time, or part-time employees):

2,121

(b) The offeror:

has developed an Affirmative Action Plan at each establishment as required by the rules and regulations of the Secretary of Labor (41 C.F.R. parts 60-1 and 60-2) and **has on file**. The offeror will submit the Affirmative Action Plan to the Authority within ten (10) days of the date of the Notice of Award (NOA).

has not developed an Affirmative Action Plan at each establishment as required by the rules and regulations of the Secretary of Labor (41 C.F.R. parts 60-1 and 60-2) and **does not have on file**. The offeror will submit the Affirmative Action Plan to the Authority within one hundred and twenty (120) days of the date of the Notice to Proceed (NTP).

(c) The offeror:

- has
- has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

10. RESERVED

11. CLEAN AIR AND WATER CERTIFICATION

Applicable if the offer exceeds \$150,000, or the Authority believes that orders under an indefinite contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Air Act [42 U.S.C. § 7413(c)(1)] or the Water Act [33 U.S.C. § 1319(c)] and is listed by the Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt.

By submission of this offer, the offeror certifies that:

(a) any facility to be used in the performance of this proposed contract (mark one):

- is
- is not

listed on the EPA List of Violating Facilities;

(b) it will immediately notify the Authority, before award, of the receipt of any communication from the EPA Administrator, or a designee of the EPA, indicating that any facility which it proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) it will include a certification substantially the same as this certification, including this paragraph (c), in every subcontract not otherwise exempt by law.

12. CERTIFICATION OF NON-SEGREGATED FACILITIES

(a) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

(b) The offeror agrees that a breach of this certification is a violation of the Civil Rights and Equal Opportunity Clause in Exhibit E of the contract.

(c) Definitions: For the purpose of this Certification of Non-Segregated Facilities, the following definitions shall apply:

(1) "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(2) "gender identity" refers to one's internal sense of one's own gender; it may or may not correspond to the sex assigned to a person at birth, and may or may not be made visible to others.

(3) "sexual orientation" refers to an individual's physical, romantic, and/or emotional attraction to people of the same and/or opposite gender; examples of sexual orientations include "straight" (or heterosexual), lesbian, gay, and bisexual.

(d) It further certifies that (except where it has obtained identical certifications from proposed subcontracts for specific time periods) it will:

(1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity provision in Exhibit E of the contract; and

(2) retain such certifications in its files.

13. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This Certification is applicable if the offer exceeds \$100,000.

(a) By submission of this offer, the offeror certifies to the best of the offeror's knowledge or belief that no Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

14. TEXAS ETHICS COMMISSION CERTIFICATION

In accordance with Section 2252.908, Texas Government Code, upon request of the Authority, the selected contractor may be required to electronically submit a "Certificate of Interested Parties" with the Texas Ethics Commission in the form required by the Texas Ethics Commission, and furnish the Authority with the original signed and notarized document prior to the time the Authority signs the contract. The form can be found at www.ethics.state.tx.us. Questions regarding the form should be directed to the Texas Ethics Commission.

15. CERTIFICATION REGARDING ISRAEL

As applicable and in accordance with Section 2271.002 of the Texas Government Code, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

16. CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

Contractor certifies and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

17. VERIFICATION REGARDING FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

As applicable and in accordance with Section 2274.002 of the Texas Government Code, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

18. BOYCOTT OF ENERGY COMPANIES PROHIBITED

Pursuant to Chapter 2274 of Texas Government Code, Contractor verifies that:

- (a) it does not, and will not for the duration of the Contract, boycott energy companies, as defined in Section 2274.002 of the Texas Government Code, or
- (b) the verification required by Section 2274.002 of the Texas Government Code does not apply to Contractor and this Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify the Authority.

19. CRITICAL INFRASTRUCTURE PROHIBITION

Pursuant to Chapter 2274 of Texas Government Code, Contractor certifies that, if this Contract or any contract between Contractor and Capital Metro relates to critical infrastructure, as defined in Chapter 2274 of the Texas Government Code, Contractor is not owned by or the majority of stock or other ownership interest of its firm is not held or controlled by:

- (a) individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
- (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
- (c) headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

20. CERTIFICATION OF PRIME CONTRACTOR PARTICIPATION

- (a) The Prime Contractor shall perform no less than thirty percent (30%) of the work with his or her own organization. The on-site production of materials produced by other than the Prime Contractor's forces shall be considered as being subcontracted.
- (b) The organization of the specifications into divisions, sections, and articles, and the arrangement and titles of project drawings shall not control the Prime Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.
- (c) The offeror hereby certifies that the **Schedule C of Subcontractor Participation** form submitted with the Exhibit D, Disadvantaged Business Enterprise (DBE) portion of this offer represents no more than seventy percent (70%) of the work will be done by subcontractors.

21. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Prohibition.* This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471 related to the prohibition of certain "covered telecommunications equipment and services", which includes:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representation.* The Offeror represents that—

(1) It

- will
 will not

provide covered telecommunications equipment or services to the Authority in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (d)(1) of this section if the Offeror responds "will" in paragraph (c)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

- does
 does not

use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (d)(2) of this section if the Offeror responds "does" in paragraph (c)(2) of this section.

(d) *Disclosures.*

(1) Disclosure for the representation in paragraph (c)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (c)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a)(1) of this provision.

(2) Disclosure for the representation in paragraph (c)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (c)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a)(2) of this provision.

22. CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

(a) Offeror certifies that there is no real or apparent organizational conflict of interest (“Organizational Conflict”). An Organizational Conflict exists when (a) the Offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to the Authority due to other activities, relationships, contracts, or circumstances; (b) the Offeror has an unfair competitive advantage through receipt of or obtaining access to nonpublic information; or (c) during the performance of an earlier contract or the conduct of a procurement, the Offeror has established the ground rules for this procurement by developing specifications, evaluation factors, or similar documents.

(b) If the Offeror is unable to certify to the above (in (a)), the Offeror, certifies that it has attached an explanation disclosing any real or apparent Organizational Conflict. Such attachment includes all relevant facts concerning any past, present, or currently planned interests that may present an Organizational Conflict.

23. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(a) Offeror certifies that it:

(1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

(b) If the Offeror is unable to certify to the above (in (a)), the Offeror certifies that it has attached an explanation stating to what part of (a) the Offeror is unable to certify.

(c) The Offeror certifies that it has required any subcontractors identified in its offer to certify to (a) or has attached a statement explaining why such identified subcontractor is unable to certify to (a).

24. LIMITATION ON CERTAIN ROLLING STOCK PROCUREMENTS

(a) *Prohibition.* This Contract is subject to Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA 2020), Public Law 116-92 (Dec. 20, 2019) and 49 U.S.C. § 5323(u) which prohibit using financial assistance made available under Chapter 53 of Title 49 U.S. Code to award a contract or subcontract to an entity for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock:

(1) is incorporated in or has manufacturing facilities in the United States; and

(2) is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that -

(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;

(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).

(a “Restricted Manufacturer”). For purposes of this provision, the term “otherwise related legally or financially” does not include a minority relationship or investment.

(b) *Procedures.* The Offeror shall review the relevant statutes to ascertain if the Offeror or any subcontractor or supplier is a Restricted Manufacturer.

(c) *Representation.* The Offeror represents that—

- (1) It
 is
 is not

a Restricted Manufacturer; and

- (2) It has obtained representations from all relevant subcontractors or suppliers, and that the subcontractors or suppliers—
 are
 are not

Restricted Manufacturers.

(d) *Disclosures.* Disclosure for the representation in paragraph (c) of this provision: If the Offeror has responded "is" in the representation in paragraph (c)(1) of this provision, the Offeror shall provide a statement providing all information reflecting the basis for its certification. If the Offeror has responded "are" in the representation in paragraph (c)(2) of this provision, the Offeror shall provide a statement identifying the subcontractor(s) or supplier(s) and all information reflecting the basis for the certification.

25. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

- (a) These representations and certifications concern a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous or false certification, in addition to all other remedies the Authority may have, the Authority may terminate the contract for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority in the future.
- (b) The offeror shall provide immediate written notice to the Authority if, at any time prior to contract award, the offeror learns that the offeror's certification was, or a subsequent communication makes, the certification erroneous.
- (c) Offerors must set forth full, accurate and complete information as required by this solicitation (including this attachment). Failure of an offeror to do so may render the offer nonresponsive.
- (d) I understand that a false statement on this certification may be grounds for rejection of this submittal or termination of the awarded contract.
- (e) A false statement in any offer submitted to the Authority may be a criminal offense in violation of Section 37.10 of the Texas Penal Code. In addition, under 18 U.S.C. §. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

Name of Offeror:

Keolis Transit Services, LLC

Type/Print Name of Signatory:

Stephan Oehler

Title of Signatory:

EVP, Finance, Strategy & Performance and CFO

Signature:



Date:

7/5/23

EXHIBIT E – REVISED-3
CONTRACTUAL TERMS AND CONDITIONS
(SERVICES CONTRACT)

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- (a) “Applicable Anti-Corruption and Bribery Laws” means international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Contractor’s provision of goods and/or services to Authority, including without limitation “FCPA” or any applicable laws and regulations, including in the jurisdiction in which the Contractor operates and/or manufactures goods for the Authority, relating to anti-corruption and bribery.
- (b) “Authority”, “Capital Metro”, “Cap Metro”, “CMTA” means Capital Metropolitan Transportation Authority.
- (c) “Authority Data” means all data, content and information (i) submitted by or on behalf of the Authority or its customers to the Contractor or loaded into the System, (ii) obtained, developed, produced or processed by the Contractor or by the Application or System in connection with the Contract, or (iii) to which the Contractor has access in connection with the Contract, and all derivative versions of such data, content and information, and any derivative versions thereof, in any form or format.
- (d) “Authority Electronic Property” means (i) any websites controlled by the Authority, (ii) any Authority mobile device apps, (iii) any application programming interfaces (API) to the Authority’s information technology systems, (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by customers obtaining products or services from the Authority.
- (e) “Change Order” means a written order to the Contractor signed by the Contracting Officer, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.
- (f) “Contract” or “Contract Documents” means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.
- (g) “Contract Award Date” means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.
- (h) “Contract Modification” means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (i) “Contract Sum” means the total compensation payable to the Contractor for performing the Services as originally contracted for or as subsequently adjusted by Contract Modification.
- (j) “Contract Term” means period of performance set forth in the paragraph entitled “Term” contained in Exhibit E.
- (k) “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (l) “Contractor” means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.
- (m) “Days” means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.

- (n) "FAR" means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.
- (o) "FCPA" means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.
- (p) "Force Majeure Event" means strikes, lockouts, or other industrial disputes; explosions, epidemics, civil disturbances, acts of domestic or foreign terrorism, wars within the continental United States, riots or insurrections; embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction.
- (q) "FTA" means the Federal Transit Administration.
- (r) "Fully Burdened Hourly Labor Rate" means an hourly rate that includes all salary, overhead costs, general and administrative expenses, and profit.
- (s) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, software, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights, and any derivative works thereto; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- (t) "Manufacturing Materials" mean any completed or partially completed supplies and materials, parts, dies, jigs, fixtures, plans, drawings, information, and contract rights specifically produced or specially acquired by the Contractor for the performance of the Contract.
- (u) "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.
- (v) "Notice to Proceed" means written authorization for the Contractor to start the Services.
- (w) "Project Manager" means the designated individual to act on behalf of the Authority, to monitor and certify the technical progress of the Contractor's Services under the terms of this Contract.
- (x) "Proposal" means the offer of the proposer, submitted on the prescribed form, stating prices for performing the work described in the Scope of Services.
- (y) "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.
- (z) "Subcontract" means the Contract between the Contractor and its Subcontractors.
- (aa) "Subcontractor" means subcontractors of any tier.
- (bb) "Works" means any tangible or intangible items or things that have been or will be specifically, generated, prepared, created, or developed by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for the exclusive use of, and ownership by, Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, and (vi) all documentation and materials related to any of the foregoing.

2. TYPE OF CONTRACT

(a) This is a fixed price hybrid contract, portions of which are definite-quantity/definite-delivery and other portions are indefinite-quantity/indefinite-delivery. In particular:

(1) Definite-Quantity/Definite-Delivery. In addition to the line items specifically listed as “fixed” costs in Exhibit A-1 - Pricing Breakdown, the following line items are definite-delivery/definite quantity as follows:

(i) Item #1 of Sections 6 through 10.

(2) Indefinite-Quantity/Indefinite-Delivery. In addition to the line items specifically listed as “pass-through costs” in Exhibit A-1 - Pricing Breakdown, the following line items are Indefinite-Quantity/Indefinite-Delivery. The quantities of supplies and services specified are estimates only and are not purchased by this contract and there is no limit to the number of orders that may be placed under this Contract.

(i) Item #2 of Sections 6 through 10.

This Contract is subject to the following minimum/maximum paragraph:

(1) Minimum order. The Authority will order a minimum of \$1,000 for the Services and supplies under this Contract.

(2) Maximum order. The Authority will order the maximum not-to-exceed dollar amount of this Contract.

3. TERM

The term of the Contract shall be three (3) years from the Contract notice to proceed. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND CONTRACT TERM

The Authority shall have the unilateral right and option to extend the Contract for up to two (2) option periods for a twelve (12) month duration each at the option prices set forth in Exhibit A-1 - Pricing Breakdown, upon written notice to the Contractor.

5. ADDITIONAL OPTION TO EXTEND CONTRACT PERFORMANCE

If the options granted in Paragraph 4 have been exercised in their entirety, the Authority shall have the unilateral right and option to require continued performance of any services within the limits and rates specified in the Contract. This option may be exercised more than once, but the extension of performance hereunder shall not exceed a total of 6 months. The Authority may exercise the option by written notice to the Contractor.

6. INVOICING AND PAYMENT

(a) Invoices may be submitted once per month for work completed and accepted by the Authority, and marked “Original” to:

Accounts Payable
 Capital Metropolitan Transportation Authority
 P.O. Box 6308
 Austin, Texas 78762-6308

Or via e-mail to: ap_invoices@capmetro.org

and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information:

- (1) the Contract and order number (if any);
- (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any);
- (3) any discounts offered to the Authority under the terms of the Contract;

- (4) evidence of the acceptance of the supplies or Services by the Authority;
 - (5) payroll support documentation for Bus Operators must include: pay code number, description, and payroll code
 - (6) payroll support documentation for non-Bus Operators must include: pay code number, description, pay rate, and payroll code; and
 - (7) any other information necessary to demonstrate entitlement to payment under the terms of the Contract.
- (b) Payment to the Contractor shall be made by the Authority following:
- (1) completion and the Authority's acceptance of the Services and supplies provided by Contractor; and
 - (2) Contractor's presentation of an undisputed invoice.
 - (3) Adjustments made for incentives and Performance Deficiency Credits (PDC). See Attachment - List of Performance Deficiency Credits, Incentives/Disincentives
- (c) All undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).
- (d) The Contractor shall be responsible for all costs/expenses not otherwise specified in this Contract, including by way of example, all costs of equipment provided by the Contractor or Subcontractor(s), all fees, fines, licenses, bonds, or taxes required or imposed against the Contractor and Subcontractor(s), travel related expenses, and all other Contractor's costs of doing business.
- (e) In the event an overpayment is made to the Contractor under this Contract or the Authority discovers that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset the amount of such overpayment or unauthorized charges against any indebtedness owed by the Authority to the Contractor, whether arising under this Contract or otherwise, including withholding payment of an invoice, in whole or in part, or the Authority may deduct such amounts from future invoices. If an overpayment is made to the Contractor under this Contract which cannot be offset under this Contract, the Contractor shall remit the full overpayment amount to the Authority within thirty (30) calendar days of the date of the written notice of such overpayment or such other period as the Authority may agree. The Authority reserves the right to withhold payment of an invoice, in whole or in part, or deduct the overpayment from future invoices to recoup the overpayment.
- (f) The following items shall be billed to Capital Metro on a monthly basis as actual ~~pure~~-pass through (without markup) amounts which are supported by actual receipts. **Pass Through Costs** are defined as actual costs incurred by the Contractor, and approved by the Authority, without any markups and/or overhead, which are supported by actual receipts. CapMetro and Contractor will work collaboratively to establish the information and documentation required to be provided by Contractor to support billed pass-through amounts. This means that CapMetro will reimburse the exact dollars paid by Contractor for the items listed below, but not limited to:
- 1. All wages and payroll taxes for bargaining employees plus Third-Party Administrator/Trainer (employees certified to administer skills tests to drivers applying for Class B, CDL with Passenger Endorsement).
 - 2. ~~Worker's Compensation coverage shall be paid on a price per person per month (not a pass-through item).~~
 - 3. ~~Health and Welfare insurance shall be paid on a price per full-time employee per month (not a pass-through item).~~
 - 4. Drug Testing and Physicals.
 - 5. ~~CDL Testing and Training until such time as Capital Metro gets certified with the State and takes over these responsibilities.~~ Background/Driving Records, Routine Maintenance/Repairs-Bus Fleet.

7. ACCEPTANCE CRITERIA

A review of the Contractor's Services will be performed by the Authority upon delivery. If any Services performed or supplies provided under this Contract are deemed incomplete or unacceptable in any way, the Authority will require the Contractor to take corrective measures at no additional cost to the Authority.

8. INSURANCE

(a) The Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. The Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy except Professional Liability insurance, Workers' Compensation, Employment Practices Liability, Technology Error's & Omissions, Employment Practices Liability, and Cyber policies, if required by this Contract. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. The Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of the Contractor. The Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its Subcontractors in excess of the insurance required by the Authority.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

(1) **Commercial General Liability Insurance** Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) and Two Million and No/100 (\$2,000,000) Annual Aggregate. Combined Single Limit of Liability for Bodily Injury and Property Damage. Such coverage as herein provided shall be extended for and endorsements included as follows:

(i) Extended Coverages.

(A) Contractual Liability covering the Contractor's obligations herein.

(B) Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.

(ii) Endorsements Included. The **Authority named as ADDITIONAL INSURED.**

(2) **Workers' Compensation Insurance:** Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million and No/100 Dollars (\$1,000,000). The Contractor shall cause its insurer for Worker's Compensation Insurance to endorse the Contractor's policy to **waive subrogation** against Capital Metropolitan Transportation Authority, its directors, officers, employees, agents, successors and assigns for any and all claims incurred by the Contractor's employees which arise out of the work under this contract.

(3) **Automobile Liability Insurance:** Vehicles covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage. If the Contractor uses the delivery services of a common carrier, then the Automobile Liability insurance will not be required. If the Contractor uses personnel and vehicles provided by the Contractor, then Automobile Liability will be required. Such coverage as herein provided shall include **the Authority as an ADDITIONAL INSURED.**

(4) **Employment Practices Liability Insurance:** Coverage shall apply to all employment related claims that the contractor may incur. Limits will be no less than One Million Dollars and No/100 Dollars (\$1,000,000).

(5) **Umbrella Liability Insurance:** This coverage shall have with limits of not less than Five Million and No/100 Dollars (\$5,000,000).

(6) **Technology Error's & Omissions Insurance:** Combined Technology Errors & Omissions Policy with a minimum One Million and No/100 Dollars (\$1,000,000) claim limit, including ~~(a) Professional Liability Insurance covering negligent acts, errors and omissions arising from the Contractor's work professional services to pay damages for which the Contractor may become legally obligated (such coverage to be maintained for at least two (2) years after termination of this contract, which obligation shall expressly survive termination of this contract; and (b) Privacy, Security and Media Liability Insurance providing liability for unauthorized access or disclosure, security breaches or system attacks, as well as infringement of copyright and trademark that might result from this contract.~~

(7) **Cyber Liability Policy:** \$1,000,000 Policy with a minimum One Million and No/100 Dollars (\$1,000,000) per occurrence limit.

(8) All Policies Shall Include **Terrorism Coverage** if Available.

(b) The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

(c) The Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns, and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the Services performed by or on behalf of the Contractor under this Contract and/or use of any Authority premises or equipment under this Contract.

(d) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement. All required endorsements shall be evidenced on the Certificate of Insurance, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.

(e) If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this Contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due the Contractor.

(f) If any part of the Contract is sublet, the Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above, and shall furnish the Authority with copies of such Certificates of Insurance. No delay in the Services caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the Contract. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

(g) All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by The Authority. The Authority reserves the right to inspect in person, prior to the commencement of the Services, all of the Contractor's insurance policy required under this Contract.

(h) The Contractor must furnish proof of the required insurance within five (5) days of the award of the Contract. Certificate of Insurance must indicate the Contract number and description. The insurance certificate should be furnished to the attention of the Contracting Officer.

(i) The Contractor and its lower tier Subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this Contract to the Authority's Risk Management Department at ~~(512) 389-7549~~ 512-389-7538 within two (2) days of the incident.

(j) Contractor shall provide to the Authority on an annual basis a list of Workers Compensation claims, and the claims costs.

9. PERFORMANCE BOND

The Contractor shall be required to furnish **an annual** Performance Bond, in the amount equal to 3% of the total Base Contract period. The bonding company providing the bond must be approved for amount of bonds on U.S. Department of Treasury Circular 570 and licensed to do business in the state of Texas. The Performance bond shall be submitted to the Contracting Officer within ten (10) calendar days after receipt of a copy of the executed Contract or a Notice of Award. **Thereafter, the Performance Bond shall be due ninety calendar days prior to the start of each year of the Contract.** The Notice to Proceed will not be issued until a properly executed bond is received and accepted by the Authority.

10. PERFORMANCE OF SERVICES BY THE CONTRACTOR

Except as otherwise provided herein, the Contractor shall perform no less than thirty percent (30%) of the Services with its own organization. If, during the progress of Services hereunder, the Contractor requests a reduction in such performance percentage and the Authority determines that it would be to the Authority's advantage, the percentage of the Services required to be performed by the Contractor may be reduced; provided, written approval of such reduction is obtained by the Contractor from the Authority.

11. REMOVAL OF ASSIGNED PERSONNEL

The Authority may require, in writing, that the Contractor remove from the Services any employee or Subcontractor of the Contractor that the Authority deems inappropriate for the assignment.

12. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Authority, that the Services shall be performed in conformity with the descriptions and other data set forth in this Contract and with sound professional principles and practices in accordance with accepted industry standards, and that work performed by the Contractor's personnel shall reflect sound professional knowledge, skill and judgment. If any breach of the representations and warranties is discovered by the Authority during the process of the work or within one (1) year after acceptance of the work by the Authority, the Contractor shall again cause the nonconforming or inadequate work to be properly performed at the Contractor's sole expense and shall reimburse for costs directly incurred by the Authority as a result of reliance by the Authority on services failing to comply with the representations and warranties.

13. CATASTROPHIC DAMAGE TO / OR FAILURE OF FLEET VEHICLES

- (a) Capital Metro does not provide a warranty for fleet vehicles. A warranty is neither expressed nor implied.
- (b) Damage to or failure of a fleet vehicle which has been caused or contributed to by improper use or storage by any Person other than Capital Metro; failure to comply with the operating, maintenance or service instructions by any Person other than Capital Metro; modifications so as to substantially alter the operating characteristics of the equipment; improper repair or repair with parts not approved or supplied by Capital Metro; improper installation; or other circumstances beyond Capital Metro's control will be paid by Contractor and not by Capital Metro.

14. INDEPENDENT CONTRACTOR

The Contractor's relationship to the Authority in the performance of this Contract is that of an independent contractor. The personnel performing Services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor and not employees of the Authority. The Contractor shall be fully liable for all acts and omissions of its employees, Subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any Subcontractor or supplier of the Contractor and the Authority by virtue of this Contract. The Contractor shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. COMPOSITION OF CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. SUBCONTRACTORS AND OUTSIDE CONSULTANTS

Any Subcontractors and outside associates or consultants required by the Contractor in connection with the Services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this Contract. Any substitution in such Subcontractors, associates, or consultants will be subject to the prior approval of the Authority.

17. EQUITABLE ADJUSTMENTS

(a) Any requests for equitable adjustments under any provision shall be governed by the following provisions:

(1) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in this paragraph, for Services involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request for any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

(i) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of Services involved to the satisfaction of the Contracting Officer, or his/her authorized representative.

(ii) For proposals in excess of \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the Contract.

(b) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

18. CONTRACTOR AND SUBCONTRACTOR ANNUAL AUDITED FINANCIAL STATEMENTS AND ABILITY TO PERFORM

The Contractor must provide evidence of its financial resources and its ability to perform the services for which Contractor is submitting a response. This includes information Contractor or believes is pertinent that demonstrates its financial capability, financial solvency, and capability to fulfill the requirements of this contract.

The Contractor shall provide to the Authority a copy of Contractors' and Subcontractors' latest audited financial statements, which may include Contractor's balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements, as well as Contractor's most current 10K, if applicable, throughout the term of the Contract. The audited financial statements shall be provided annually. The financial statements shall be provided to the Authority within ninety (90) calendar days from the end of Contractor's fiscal period. For instance, if Contractor's fiscal period ends each December 31st, then the financial statements shall be provided to the Authority no later than March 31st of the following year. The Authority, at its' discretion, may accept unaudited financial reports.

19. PERSONNEL ASSIGNMENTS

(a) The Contractor shall perform the Services in an orderly and workmanlike manner and shall utilize persons skilled and qualified for the performance of the Services. The Authority will have the right to review the experience of each person assigned to perform the Services and approve personnel assignments, including those to be performed by Subcontractors.

(b) The Contractor certifies that the Contractor, and each Subcontractor, have established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that the Contractor and each Subcontractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this Contract whose criminal backgrounds are appropriate for the Services being performed, considering the risk and liability to the Contractor and the Authority. The Authority reserves the right to require the Contractor and any Subcontractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions.

(c) Contractor represents and warrants that all contractor employees in driving positions (that includes any person that may at any time operate a Capital Metro or Contractor vehicle) will have held a valid driver's licenses for at least the past three (3) years.

(d) At the commencement of the Contract, the Contractor shall provide a list of candidates to be used to provide the Services and shall certify that a criminal history background check has been completed on each candidate within the preceding 6-month period. Thereafter during the Term, the Contractor shall submit a monthly report containing a list of all persons (including Subcontractors) assigned to perform Services under the Contract and a certification that each named person has undergone a criminal background check as required by this Contract. The Authority shall have the right to audit the Contractor's records for compliance with the provisions of this Section. Criminal background checks shall include the following:

(1) State Criminal History: The Contractor shall research criminal history, including driving records (where applicable), covering all jurisdictions within the state, including local counties and municipalities.

(2) Out of State Criminal History: The Contractor shall research criminal history, including state driving records (where applicable), for all 50 states.

(3) National Sex Offender Registry

(4) Military Discharge: For any candidates that have served in the military, the Contractor shall review the DD Form 214 "Certificate of Release or Discharge from Active Duty" (Long Form).

*Matters identified on the Long Form as military discipline will be considered in accordance with the corresponding crime listed below with respect to classification, severity and time elapsed. The Contractor shall disclose to the Authority the type of arrests with pending dispositions and convictions for crimes according to the classification of offense and the timetable below:

Offense Type	Action Required
Crimes Against the Person (other than sex crimes)	
Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement
Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
Crimes Against the Person - Sex Crimes/Registered Sex Offenders	
ALL	Submit to Capital Metro for review
Crimes Against Property	
Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement
Moral Crimes, including, but not limited to: Drug Crimes, Prostitution, Bigamy, Illegal Gambling, Child Pornography	
Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement
Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction

Driving Offenses	
Class A or B Misdemeanor, DWI/DUI or other "serious driving offense"	Disqualified if less than 5 years from date of conviction or deferred adjudication. Submit to Capital Metro for review if between 5-40 5-8 years since conviction or deferred adjudication or more than 2 convictions in a lifetime
Class C Misdemeanor Moving Violations	Disqualified from driving if more than 2 moving violations in the past 5 years (Any more than one driving safety course taken for a moving violation that appears on a five (5) year record will be treated as a moving violation and will count against the employee)

The Contractor may not assign an employee to provide Services if the employee has any conviction in the applicable categories listed above, unless an exception is granted by the Authority in accordance with subparagraph (d).

(d) The Contractor may request the Authority perform an individual assessment of a candidate with a criminal conviction meeting one of the above categories. In conducting an individual assessment, the Authority's review will include, but not be limited to, the following factors:

- (1) The nature and gravity of the offense or conduct;
- (2) The degree of harm caused by the offense or conduct;
- (3) The time that has elapsed since the conviction or completion of probation or jail time;
- (4) The nature of the job sought, including the job duties, environment, and level of supervision;
- (5) Any incorrect criminal history;
- (6) Wrongful identification of the person;
- (7) The facts and circumstances surrounding the offense or conduct;
- (8) The number of offenses for which the candidate was convicted;
- (9) The subsequent conviction for another relevant offense;
- (10) The age of the person at the time of conviction or completion of probation or jail time;
- (11) Evidence that the person performed the same type of work, post-conviction, with the same or different employer, with no known incidents of criminal conduct;
- (12) The length and consistency of employment history before and after the conviction in a similar field as the current position sought;
- (13) Rehabilitation efforts, e.g., education, treatment, training;
- (14) Employment or character references and any other information regarding fitness for the particular position;
- (15) Whether the person is bonded or licensed under any federal, state or local program or any licensing authority;
- (16) The person's statement of the circumstances surrounding the offense and conviction and relevant factors is consistent with publicly available record related to the crime and conviction; and
- (17) Any other factors deemed relevant in the consideration of a particular assessment.

At the time a request is made for an individual assessment, the Contractor must include the following documentation:

- the candidate's application/resume;
- a copy of the criminal conviction history, including those tried in a military tribunal;
- available court information related to the conviction;
- any publicly available information related to the offense and conviction;
- a statement from the candidate addressing any/all factors set forth above and explaining why the person is qualified for the assignment notwithstanding the conviction; and
- a statement from the candidate explaining why the person is an acceptable risk for the work to be performed by the candidate.

The Authority will provide a written decision to the Contractor within five (5) working days of receipt of all required documentation from the Contractor.

(e) The Contractor will conduct new criminal history background checks on all assigned personnel annually the Contract to ensure the preceding criterion are still met by the assigned personnel and notify the Authority if an employee has a subsequent arrest with pending disposition or conviction (or change in driving record, as applicable) that requires further review by the Authority using the criterion set forth above. The Authority reserves the right to request that the assigned individual be removed from performing work under this Contract.

20. BADGES AND ACCESS CONTROL DEVICES

(a) The Contractor and each of the Contractor's employees, as well as each Subcontractor of any tier and any workers working on behalf of Subcontractor, shall be required to wear a Capital Metro Contractor Photo Identification Badge ("badge") at all times while on the Authority's premises. The badge will be provided by Capital Metro. If any badge holder loses or misplaces his or her badge, the Contractor shall immediately notify the Project Manager upon discovery. The Contractor will be charged a \$50.00 replacement fee for each lost or misplaced badge, which fee shall be deducted any amounts due and owing to the Contractor or if the Contract is terminated upon demand by the Authority. The Contractor shall return all badges provided when any badge holder is no longer working on the Contract, and all badges shall be returned upon completion of the Contract. In the event the Contractor fails to do so, the Contractor will pay a \$50.00 per badge fee deducted from any amounts due and owing to the Contractor or if the Contract is terminated upon demand by the Authority. All badges should be returned to the Project Manager. All requests for new and replacement badges must be submitted in writing to the Project Manager. The misuse of a badge may result in termination of the Contract.

(b) Access Control Devices will be issued to employees of the Contractor and to each Subcontractor of any tier and any worker working on behalf of Subcontractor as necessary to perform the Contract. Access Control Devices are not transferable between the Contractor employees or workers working on behalf of the Subcontractor. The Contractor employees and workers on behalf of the Subcontractor are prohibited from loaning Access Control Devices or providing access to an unauthorized person into restricted areas without prior arrangements with the Project Manager. All requests for new and replacement Access Control Devices must be submitted in writing to the Project Manager. Lost Access Control Devices must be reported to the Project Manager immediately upon discovery. All Access Control Devices should be returned to the Project Manager. The misuse of an Access Control Device(s) may result in termination of the Contract. The Contractor shall return all Access Control Devices once an assigned employee or worker is no longer working on the Contract or upon termination of the Contract. In the event the Contractor fails to do so, then the Contractor shall be responsible for the replacement cost of an Access Control Device which shall be deducted from any amounts due and owing to the Contractor or payable on demand if the Contract has terminated. The replacement cost will be calculated at current market value to include labor and materials.

(c) The provisions of this paragraph survive termination of the Contract.

21. CHANGES

(a) The Authority may, at any time, by written order, make changes within the general scope of the Contract in the Services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any Services under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this paragraph must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the Contract.

(b) No Services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Authority.

(c) Any other written order (which, as used in this paragraph (c), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change in the Contractor's obligations shall be treated as a Change Order under this paragraph; provided that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a Change Order.

(d) Except as provided in this paragraph, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this paragraph or entitle the Contractor to an equitable adjustment.

(e) If any change under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Services under this Contract, whether or not changed by any such order, the Contracting Officer may make an equitable adjustment and modify the Contract in writing in accordance with the provisions in paragraph entitled "Equitable Adjustments" contained in **Exhibit E-Revised-3**.

22. TERMINATION FOR DEFAULT

(a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in either one of the following circumstances:

(1) if the Contractor fails to perform the Services within the time specified herein or any extension thereof;
or

(2) if the Contractor fails to perform any of the other provisions of this Contract and does not cure such failure within a period of ~~ten (10) days (or such longer period as the Authority may authorize in writing)~~ **thirty (30) days** after receipt of notice from the Authority specifying such failure.

(b) In the event the Authority terminates this Contract in whole or in part as provided in subparagraph (a) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this Contract to the extent, if any, it has not been terminated under the provisions of this subparagraph.

(c) Except with respect to the defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to Force Majeure Events; provided, however, in every case the failure to must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this Contract is terminated as provided in subparagraph (a), the Authority, in addition to any other rights provided in this subparagraph, may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority any Manufacturing Materials as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Authority, protect and preserve property in possession of the Contractor in which the Authority has an interest. Payment for completed Manufacturing Materials delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed Manufacturing Materials such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this Contract under the provisions of this paragraph, it is determined by the Authority that the Contractor was not in default or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be those provided in the paragraph entitled "Termination for Convenience" contained in this **Exhibit E-Revised-3**.

(f) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

23. TERMINATION FOR CONVENIENCE

(a) The Authority may, whenever the interests of the Authority so require, terminate this Contract, in whole or in part, for the convenience of the Authority. The Authority shall give **thirty (30) days** written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

(b) The Contractor shall incur no further obligations in connection with the terminated orders, and, on the date set forth in the notice of termination, the Contractor will stop providing Services to the extent specified. The Contractor also shall terminate outstanding orders and subcontracts as they relate to the terminated order. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated orders. The Authority may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or Subcontracts to the Authority. The Contractor must still complete any orders not terminated by the notice of termination and may incur such obligations as are necessary to do so.

(c) The Authority may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing Materials") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. The Contractor shall, upon direction of the Authority, protect and preserve property in the possession of the Contractor in which the Authority has an interest. If the Authority does not exercise this right, the Contractor shall use its best efforts to sell such supplies and Manufacturing Materials.

(d) The Authority shall pay the Contractor the following amounts:

(1) Contract prices for supplies accepted under the Contract;

(2) costs incurred in preparing to perform and performing the terminated portion of the Services plus a fair and reasonable profit on such portion of the Services (such profit shall not include anticipatory profit or consequential damages), less amounts paid or to be paid for accepted supplies; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(3) costs of settling and paying claims arising out of the termination of subcontracts (these costs must not include costs paid in accordance with subparagraph (2) of this paragraph); and

(4) the reasonable settlement costs of the Contractor and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract.

(5) The total sum to be paid the Contractor under this paragraph shall not exceed the total Contract Sum plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and Manufacturing Materials under this paragraph, and the contract price of orders not terminated.

24. CONTRACTOR CERTIFICATION

The Contractor certifies that the fees in this Contract have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

25. INTELLECTUAL PROPERTY; DATA PRIVACY PROVISIONS

(a) As between the Contractor and the Authority, the Works and Intellectual Property Rights therein are and shall be owned exclusively by Capital Metro, and not the Contractor. The Contractor specifically agrees that all Works shall be considered "works made for hire" and that the Works shall, upon creation, be owned exclusively by the Authority. To the extent that the Works, under applicable law, may not be considered works made for hire, the Contractor hereby agrees that this Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the Authority all right, title and interest in and to all worldwide ownership rights in the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the Authority shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works. Works does not include that which was prepared, created, developed, produced, or generated prior to the Contract award date (such as Contractor's preexisting assets, code, software, or COTS), but does include prior Works prepared, created, developed, produced, or generated specifically for the Authority through any other or previous Authority contract with Contractor if there was Works in that contract (if, for example, Contractor is an incumbent with a contract for prior Works).

(b) The Contractor, upon request and without further consideration, shall perform any acts that may be deemed necessary or desirable by the Authority to evidence more fully the transfer of ownership of all Works to the Authority to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the Authority. In the event the Authority shall be unable for any reason to obtain the Contractor's signature on any document necessary for any purpose set forth in the foregoing sentence, the Contractor hereby irrevocably designates and appoints the Authority and its duly authorized officers and agents as the Contractor's agent and the Contractor's attorney-in-fact to act for and in the Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by the Contractor.

(c) To the extent that any pre-existing rights and/or third-party rights or limitations are embodied, contained, reserved or reflected in the Works, the Contractor shall either:

(1) grant to the Authority the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to:

(i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof in connection with the sale, offering for sale, marketing, advertising, and promotion of the Authority's goods and services, and in all forms of media, media channels and/or publicity that may now exist or hereafter be created or developed, including but not limited to television, radio, print, Internet, and social media (e.g., Facebook, Twitter, YouTube, etc.) and

(ii) authorize others to do any or all of the foregoing, or

(2) where the obtaining of worldwide rights is not reasonably practical or feasible, provide written notice to the Authority of such pre-existing or third party rights or limitations, request the Authority's approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third-party rights on such terms as may be reasonably negotiated, and obtain the Authority's written approval of such pre-existing or third-party rights and the limited use of same. The Contractor shall provide the Authority with documentation indicating a third party's written approval for the Contractor to use any pre-existing or third-party rights that may be embodied, contained, reserved or reflected in the Works. The Contractor shall indemnify, defend and hold the Authority harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all losses, damages, and costs (including attorneys' fees and settlement costs) arising from or relating to, directly or indirectly, any claim or assertion by any third party that the Works infringe any third-party rights. The foregoing indemnity obligation shall not apply to instances in which the Authority either:

(i) exceeded the scope of the limited license that was previously obtained by the Contractor and agreed to by the Authority, or

(ii) obtained information or materials, independent of the Contractor's involvement or creation, and provided such information or materials to the Contractor for inclusion in the Works, and such information or materials were included by the Contractor, in an unaltered and unmodified fashion, in the Works.

(d) The Contractor hereby warrants and represents to the Authority that individuals or characters appearing or depicted in any advertisement, marketing, promotion, publicity or media, of any type or form that may now exist or hereafter be created or developed by or on behalf of the Contractor for the use by or benefit of the Authority, have provided their written consent for the use, reproduction, display, performance, and distribution of, and/or preparation of derivative works to, their persona or personality rights, including name, biographical information, picture, portrait, likeness, performance, voice and/or identity ("Personality Rights"), and have been compensated for such Personality Rights, if appropriate. If such permission has been obtained for a limited time, the Contractor shall be responsible for any costs associated with claims resulting from such use, etc., of the Personality Rights after the expiration of those time limits. The Contractor agrees to defend, indemnify and hold the Authority harmless from any claims, including but not limited to claims for invasion of privacy, infringement of the right of publicity, libel, unfair competition, false advertising, intentional or negligent infliction of emotional distress, copyright or trademark infringement, and/or claims for attorney's fees, resulting from such use, etc., of the Personality Rights.

(e) The Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which the Contractor may now have or which may accrue to the Contractor's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Works

and the right to object to any modification, translation or use of the Works, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a Moral Right.

(f) The Contract is intended to protect the Authority's proprietary rights pertaining to the Works, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to the Authority's business. Therefore, the Contractor acknowledges and stipulates that a court of competent jurisdiction should immediately enjoin any material breach of the intellectual property and confidentiality provisions of this Contract, upon a request by the Authority, without requiring proof of irreparable injury as same should be presumed.

(g) Upon the request of the Authority, but in any event upon termination of this Contract, the Contractor shall surrender to the Authority all documents and things pertaining to the Works, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by the Contractor or furnished by the Authority to the Contractor, including all materials embodying the Works, any Authority confidential information, or Intellectual Property Rights, regardless of whether complete or incomplete. This paragraph is intended to apply to all Works made or compiled by the Contractor, as well as to all documents and things furnished to the Contractor by the Authority or by anyone else that pertains to the Works.

(h) The Contractor and its subcontractors and their respective employees and personnel may have access to the Authority Data (including without limitation, personally identifiable information ("PII")) in connection with the performance of the Contract. PII shall be any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, ridership and travel pattern data. Customer Personally Identifiable Information, or Customer PII, means any PII relating to the Authority's customers. To the extent any Authority Data (including PII) is made available to the Contractor under the Contract, the Contractor shall take reasonable steps to maintain the confidentiality, security, safety, and integrity of all PII and other Authority Data in accordance with the Authority's Proprietary Rights and Data Security Addendum, which will be attached as an addendum to the Contract, as applicable.

(i) The Contractor and its subcontractors, employees and consultants may require access to the Authority Electronic Property and related Authority Data in connection with the performance of services under the Contract. In such event, the Contractor agrees that it will, and it will cause its subcontractors and any of their respective employees and personnel to, execute the Authority's Access and Use Agreement, which will be attached as an addendum to the Contract, as applicable.

(j) This Section 23 will survive termination or expiration of this Agreement for any reason.

26. STANDARDS OF PERFORMANCE

The Contractor shall perform the Services hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform Services required by law to be performed by such personnel.

27. INSPECTIONS AND APPROVALS

(a) All Services performed by the Contractor or its Subcontractors or consultants shall be subject to the inspection and approval of the Authority at all times, but such approval shall not relieve the Contractor of responsibility for the proper performance of the Services. The Contractor shall provide sufficient, safe, and proper facilities at all times for such inspection of the Services and shall furnish all information concerning the Services and give the Authority or its representatives free access at all reasonable times to the facilities where the Services are performed.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the Services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during Contract performance and for as long afterwards and the Contract requires.

(c) The Authority has the right to inspect and test all Services called for by this Contract, to the extent practicable, at all times and places during the term of the Contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the Services.

(d) If any of the Services do not conform with Contract requirements, the Authority may require the Contractor to perform the Services again in conformity with the Contract requirements, at no increase in the Contract Sum. When the defects in services cannot be corrected by performance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract Sum to reflect the reduced value of the Services performed.

(e) If the Contractor fails promptly to perform the Services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Authority may (1) by contract or otherwise, perform the Services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the Contract for default.

28. SUSPENSION OF SERVICES

(a) The Authority may order the Contractor in writing to suspend all or any part of the Services for such period of time as the Authority determines to be appropriate for the convenience of the Authority.

(b) If the performance of all or any part of the Services is, for an unreasonable period of time, suspended or delayed by an act of the Authority in the administration of this Contract, or by the Authority's failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the Contract modified in writing accordingly. However, no adjustment shall be made under this paragraph for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

(c) No claim under this paragraph shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Authority in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this subparagraph shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this paragraph.

29. PAYMENT TO SUBCONTRACTORS

(a) Payments by contractors to subcontractors associated with Authority contracts are subject to the time periods established in the Texas Prompt Payment Act, Tex. Gov't Code § 2251.

(b) A false certification to the Authority under the provisions of the paragraph entitled "Invoicing and Payment" hereof may be a criminal offense in violation of Tex. Penal Code § 10.

30. FEDERAL, STATE AND LOCAL TAXES

The Contract Sum includes all applicable federal, state, and local taxes and duties. The Authority is exempt from taxes imposed by the State of Texas and local sales and use taxes under Texas Tax Code § 151.309, and any such taxes included on any invoice received by the Authority shall be deducted from the amount of the invoice for purposes of payment. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. The Contractor bears sole and total responsibility for obtaining information pertaining to such exemption.

31. EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability or any other characteristic protected by federal, state or local law.

32. CONFLICT OF INTEREST

(a) Reference is made to Exhibit B, Representations and Certifications, Code of Ethics, which is incorporated herein and made a part of this Contract. Capitalized terms used in this paragraph and not otherwise defined shall have the meanings as described to them in the Code of Ethics.

(b) The Contractor represents that no Employee has a Substantial Interest in the Contractor or this Contract, which Substantial Interest would create or give rise to a Conflict of Interest. The Contractor further represents that no person who has a Substantial Interest in the Contractor and is or has been employed by the Authority for a period of two (2) years prior to the date of this Contract has or will (1) participate, for the Contractor, in a recommendation, bid, proposal or solicitation on any Authority contract, procurement or personnel administration matter, or (2) receive any pecuniary benefit from the award of this Contract through an ownership of a Substantial Interest (as that term is defined in Paragraph II, subparagraphs (1) and (3) of the Code of Ethics) in a business entity or real property.

(c) The Contractor agrees to ensure that the Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the Authority if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.

(d) The Authority may, in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure of the Contractor to so comply shall render this Contract voidable by the Authority. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge of the Contractor shall render this Contract voidable by the Authority.

(e) In accordance with paragraph 176.006, Texas Local Government Code, "vendor" is required to file a conflict of interest questionnaire within seven business days of becoming aware of a conflict of interest under Texas law. The conflict of interest questionnaire can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The questionnaire shall be sent to the Authority's Contract Administrator.

33. GRATUITIES

The Authority may cancel this Contract, without liability to the Contractor, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative to any Authority official or employee with a view toward securing favorable treatment with respect to the performance of this Contract. In the event this Contract is canceled by the Authority pursuant to this provision, the Authority shall be entitled, in addition to any other rights and remedies, to recover from the Contractor a sum equal in amount to the cost incurred by the Contractor in providing such gratuities.

34. PUBLICATIONS

All published material and written reports submitted under this Contract must be originally developed material unless otherwise specifically provided in the Contract document. When material, not originally developed, is included in a report, it shall have the source identified. This provision is applicable when the material is in a verbatim or extensive paraphrased format.

35. REQUEST FOR INFORMATION

(a) The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the Authority and its authorized agents except as otherwise provided by this Contract or after obtaining the prior written permission of the Authority.

(b) This Contract, all data and other information developed pursuant to this Contract shall be subject to the Texas Public Information Act. The Authority shall comply with all aspects of the Texas Public Information Act.

(c) The Contractor is instructed that any requests for information regarding this Contract and any deliverables shall be referred to the Authority.

(d) The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

(1) The requirement of Subchapter J, Chapter 552, Government Code as amended currently applies to expenditures of at least \$1 million in public funds for the purchase of goods or services.

36. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

(a) All documentation related to or prepared in connection with any proposal, including the contents of any proposal contracts, responses, inquiries, correspondence, and all other material submitted in connection with the proposal shall become the property of the Authority upon receipt.

(b) All documents, reports, data, graphics and other materials produced under this Contract shall become the sole possession of the Authority upon receipt and payment, subject only to the Contractor's professional obligation to maintain copies of its work product.

37. LIMITATION OF LIABILITY

In no event shall the Authority or its officers, directors, agents or employees be liable in contract or tort, to the Contractor or its Subcontractors for special, indirect, incidental or consequential damages, resulting from the Authority's performance, nonperformance, or delay in performance of its obligations under this Contract, or the Authority's termination of the Contract with or without cause, or the Authority's suspension of the Services. This limitation of liability shall not apply to intentional tort or fraud. The Contractor shall include similar liability provisions in all its Subcontracts.

38. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

The Contractor agrees that it shall be in compliance with all laws, statutes, and other governmental requirements, regulations or standards prevailing during the term of this Contract.

39. CLAIMS

In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor arising out of this Contract, the Contractor shall give written notice thereof, to the Authority within three (3) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and address of the person, firm, corporation, or other entity making such claim or instituting or threatening to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the attention of the President/CEO, Capital Metropolitan Transportation Authority, 2910 E. 5th Street, Austin, Texas 78702.

40. LICENSES AND PERMITS

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the Services to be provided under this Contract including, but not limited to, any laws or regulations requiring the use of licensed Subcontractors to perform parts of the work.

41. NOTICE OF LABOR DISPUTES

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to the Authority.

(b) The Contractor agrees to insert the substance of this paragraph, including this subparagraph (b), in any Subcontract under which a labor dispute may delay the timely performance of this Contract; except that each Subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor

dispute, the Subcontractor shall immediately notify the next higher tier Subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

42. PUBLICITY RELEASES

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the Services hereunder which the Contractor or any of its Subcontractors desires to make for the purposes of publication in whole or in part, shall be subject to approval by the Authority prior to release.

43. INTEREST OF PUBLIC OFFICIALS

The Contractor represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this Contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this paragraph, the Authority shall have the right to terminate this Contract without liability and/or have recourse to any other remedy it may have at law or in equity.

44. INDEMNIFICATION

(a) **THE CONTRACTOR WILL INDEMNIFY, DEFEND AND HOLD THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE AUTHORITY AND EACH SUCH PERSON OR ENTITY IS AN "INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST AND PAY ANY AND ALL DAMAGES (AS DEFINED HEREIN) DIRECTLY OR INDIRECTLY RESULTING FROM, RELATING TO, ARISING OUT OF OR ATTRIBUTABLE TO ANY OF THE FOLLOWING:**

(1) **ANY BREACH OF ANY REPRESENTATION OR WARRANTY THAT THE CONTRACTOR HAS MADE IN THIS CONTRACT;**

(2) **ANY BREACH, VIOLATION OR DEFAULT BY OR THROUGH THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OF ANY OBLIGATION OF THE CONTRACTOR IN THIS CONTRACT OR ANY OTHER AGREEMENT BETWEEN THE CONTRACTOR AND THE AUTHORITY;**

(3) **THE USE, CONDITION, OPERATION OR MAINTENANCE OF ANY PROPERTY, VEHICLE, FACILITY OR OTHER ASSET OF THE AUTHORITY TO WHICH THE CONTRACTOR HAS ACCESS OR AS TO WHICH THE CONTRACTOR PROVIDES SERVICES; OR**

(4) **ANY ACT OR OMISSION OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CUSTOMERS, INVITEES, REPRESENTATIVES OR VENDORS.**

(b) **"ACTION" MEANS ANY ACTION, APPEAL, PETITION, PLEA, CHARGE, COMPLAINT, CLAIM, SUIT, DEMAND, LITIGATION, MEDIATION, HEARING, INQUIRY, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.**

(c) **"DAMAGES" MEANS ALL DIRECT OR INDIRECT DAMAGES, LOSSES, LIABILITIES, DEFICIENCIES, SETTLEMENTS, CLAIMS, AWARDS, INTEREST, PENALTIES, JUDGMENTS, FINES, OR OTHER COSTS OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR VESTED, MATURED OR UNMATURED, AND WHETHER OR NOT RESULTING FROM THIRD-PARTY CLAIMS, INCLUDING COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, OTHER PROFESSIONAL ADVISORS AND EXPERT WITNESSES) RELATED TO ANY INVESTIGATION, ACTION, SUIT, ARBITRATION, APPEAL, CLAIM, DEMAND, INQUIRY, COMPLAINT, MEDIATION, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.**

(d) **"THREATENED" MEANS A DEMAND OR STATEMENT HAS BEEN MADE (ORALLY OR IN WRITING) OR A NOTICE HAS BEEN GIVEN (ORALLY OR IN WRITING), OR ANY OTHER EVENT HAS OCCURRED OR ANY OTHER CIRCUMSTANCES EXIST THAT WOULD LEAD A PRUDENT PERSON OR ENTITY TO CONCLUDE THAT AN ACTION OR OTHER MATTER IS LIKELY TO BE ASSERTED, COMMENCED, TAKEN OR OTHERWISE PURSUED IN THE FUTURE.**

(e) IF ANY ACTION IS COMMENCED OR THREATENED THAT MAY GIVE RISE TO A CLAIM FOR INDEMNIFICATION (A "CLAIM") BY ANY INDEMNIFIED PARTY AGAINST THE CONTRACTOR, THEN SUCH INDEMNIFIED PARTY WILL PROMPTLY GIVE NOTICE TO THE CONTRACTOR AFTER SUCH INDEMNIFIED PARTY BECOMES AWARE OF SUCH CLAIM. FAILURE TO NOTIFY THE CONTRACTOR WILL NOT RELIEVE THE CONTRACTOR OF ANY LIABILITY THAT IT MAY HAVE TO THE INDEMNIFIED PARTY, EXCEPT TO THE EXTENT THAT THE DEFENSE OF SUCH ACTION IS MATERIALLY AND IRREVOCABLY PREJUDICED BY THE INDEMNIFIED PARTY'S FAILURE TO GIVE SUCH NOTICE. THE CONTRACTOR WILL ASSUME AND THEREAFTER DILIGENTLY AND CONTINUOUSLY CONDUCT THE DEFENSE OF A CLAIM WITH COUNSEL THAT IS SATISFACTORY TO THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY WILL HAVE THE RIGHT, AT ITS OWN EXPENSE, TO PARTICIPATE IN THE DEFENSE OF A CLAIM WITHOUT RELIEVING THE CONTRACTOR OF ANY OBLIGATION DESCRIBED ABOVE. IN NO EVENT WILL THE CONTRACTOR APPROVE THE ENTRY OF ANY JUDGMENT OR ENTER INTO ANY SETTLEMENT WITH RESPECT TO ANY CLAIM WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN APPROVAL, WHICH WILL NOT BE UNREASONABLY WITHHELD. UNTIL THE CONTRACTOR ASSUMES THE DILIGENT DEFENSE OF A CLAIM, THE INDEMNIFIED PARTY MAY DEFEND AGAINST A CLAIM IN ANY MANNER THE INDEMNIFIED PARTY REASONABLY DEEMS APPROPRIATE. THE CONTRACTOR WILL REIMBURSE THE INDEMNIFIED PARTY PROMPTLY AND PERIODICALLY FOR THE DAMAGES RELATING TO DEFENDING AGAINST A CLAIM AND WILL PAY PROMPTLY THE INDEMNIFIED PARTY FOR ANY DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RELATING TO A CLAIM.

(f) THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS CONTRACT DO NOT REQUIRE (AND SHALL NOT BE CONSTRUED AS REQUIRING) THE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY INDEMNIFIED PARTY (OR ANY THIRD PARTY) AGAINST ANY ACTION OR CLAIM (OR THREATENED ACTION OR CLAIM) CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF ANY INDEMNIFIED PARTY, ITS AGENTS OR EMPLOYEES, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF ANY INDEMNIFIED PARTY, OTHER THAN THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OF ANY TIER.

(g) THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS CONTRACT.

45. RECORD RETENTION; ACCESS TO RECORDS AND REPORTS

(a) The Contractor will retain, and will require its Subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(b) If this is a cost-reimbursement, incentive, time and materials, labor hour, or price determinable Contract, or any combination thereof, the Contractor shall maintain, and the Authority and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Contract.

(c) If the Contractor submitted certified cost or pricing data in connection with the pricing of this Contract or if the Contractor's cost of performance is relevant to any change or modification to this Contract, the Authority and its representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such Contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d) The Contractor shall maintain all books, records, accounts and reports required under this paragraph for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(e) The Contractor agrees to provide sufficient access to the Authority and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.

(f) The Contractor agrees to permit the Authority and its contractors access to the sites of performance under this Contract as reasonably may be required.

(g) If an audit pursuant to this paragraph reveals that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset or recoup such amounts against any indebtedness owed by it to the Contractor, whether arising under this Contract or otherwise, over a period of time equivalent to the time period over which such invoices or charges accrued.

(h) This paragraph will survive any termination or expiration of this Contract.

46. EXCUSABLE DELAYS

(a) Except for defaults of Subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this Contract under its terms if the failure arises from Force Majeure Events. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the performance of the Services.

(b) If the failure to perform is caused by the failure of a Subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless:

- (1) the subcontracted supplies or services were obtainable from other sources;
- (2) the Authority ordered the Contractor in writing to obtain these services from the other source; and
- (3) the Contractor failed to comply reasonably with this order.

(c) Upon the request of the Contractor, the Authority shall ascertain the facts and extent of the failure. If the Authority determines that any failure to perform results from one or more of the causes above, the delivery schedule or period of performance shall be revised, subject to the rights of the Authority under this Contract.

47. LOSS OR DAMAGE TO PROPERTY

The Contractor shall be responsible for any loss or damage to property including money securities, merchandise, fixtures and equipment belonging to the Authority or to any other individual or organization, if any such loss or damage was caused by the Contractor or any Subcontractor at any tier, or any employee thereof, while such person is on the premises of the Authority as an employee of the Contractor or Subcontractor.

48. CONTRACTOR CONTACT/AUTHORITY DESIGNEE

The Contractor shall provide the Authority with a telephone number to ensure immediate communication with a person (not a recording) anytime during Contract performance. Similarly, the Authority shall designate an Authority representative who shall be similarly available to the Contractor.

49. QUALITY ASSURANCE

A periodic review of the Contractor's scheduled work may be performed by the Authority. If work is deemed incomplete or unacceptable in any way, the Authority will determine the cause and require the Contractor to take corrective measures in accordance with the terms of the Contract.

50. INTERPRETATION OF CONTRACT – DISPUTES

All questions concerning interpretation or clarification of this Contract or the acceptable fulfillment of this Contract by the Contractor shall be immediately submitted in writing to the Authority's Contracting Officer for determination. All determinations, instructions, and clarifications of the Contracting Officer shall be final and conclusive unless the Contractor files with the Capital Metro President/CEO within two (2) weeks after the Authority notifies the Contractor of any such determination, instruction or clarification, a written protest, stating in detail the basis of the protest. The President/CEO shall consider the protest and notify the Contractor within two (2) weeks of the protest filing of his or her final

decision. The President/CEO's decisions shall be conclusive subject to judicial review. Notwithstanding any disagreement the Contractor may have with the decisions of the President/CEO, the Contractor shall proceed with the Services in accordance with the determinations, instructions, and clarifications of the President/CEO. The Contractor shall be solely responsible for requesting instructions or interpretations and liable for any cost or expenses arising from its failure to do so. The Contractor's failure to protest the Contracting Officer's determinations, instructions, or clarifications within the two-week period shall constitute a waiver by the Contractor of all of its rights to further protest.

51. TOBACCO FREE WORKPLACE

- (a) Tobacco products include cigarettes, cigars, pipes, snuff, snus, chewing tobacco, smokeless tobacco, dipping tobacco and any other non-FDA approved nicotine delivery device.
- (b) The tobacco free workplace policy refers to all Capital Metro owned or leased property. Note that this includes all buildings, facilities, work areas, maintenance facilities, parking areas and all Authority owned vehicles.
- (c) Tobacco use is not permitted at any time on Capital Metro owned or leased property, including personal vehicles parked in Capital Metro parking lots.
- (d) Littering of tobacco-related products on the grounds or parking lots is also prohibited.

52. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Exhibit A – Revised-1 – Schedule and Exhibit A-1 – Revised-3 – Pricing Breakdown
- 2. Exhibit E – Revised-3 – Contractual Terms and Conditions
- 3. Exhibit J – Agreement to Withdraw Exception to Exhibit E, 8.(a) Insurance, email dated 9/22/2023
- 4. Exhibit E-1 – Addendum to Contractual Terms and Conditions, Federally Assisted
- 5. Exhibit I – Commitment to Honor Collective Bargaining Agreement Terms, Keolis letter dated 9/14/2023
- 6. Exhibit F – Revised-4 – Scope of Services
- 7. Exhibit H – Proprietary Rights and Data Security Addendum
- 8. Exhibit B – Representations and Certifications
- 9. Attachment: Performance Deficiency Credits, Incentives/Disincentives - Revised-2; Attachments (all other)
- 10. Other provisions or attachments to the Contract

53. ANTI-CORRUPTION AND BRIBERY LAWS

The Contractor shall comply with all Applicable Anti-Corruption and Bribery Laws. The Contractor represents and warrants that it has not and shall not violate or cause the Authority to violate any such Anti-Corruption and Bribery Laws. The Contractor further represents and warrants that, in connection with supplies or Services provided to the Authority or with any other business transaction involving the Authority, it shall not pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly to: (a) any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or (b) any other person or entity if such payments or transfers would violate applicable laws, including Applicable Anti-Corruption and Bribery Laws. Notwithstanding anything to the contrary herein contained, the Authority may withhold payments under this Contract, and terminate this Contract immediately by way of written notice to the Contractor, if it believes, in good faith, that the Contractor has violated or caused the Authority to violate the Applicable Anti-Corruption and Bribery Laws. The Authority shall not be liable to the Contractor for any claim, losses, or damages related to its decision to exercise its rights under this provision.

54. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- (a) This Contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.5.
- (b) For the purposes of this paragraph, the term “Contractor” means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate and any other successor or assignee of the Contractor.

(c) The Contractor acknowledges the full force and effect of this paragraph. It agrees to be bound by its terms and conditions and understands that violation of this paragraph may, in the judgment of the Contracting Officer, be cause for Termination for Default. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Authority in the event the Contractor breaches this or any other Organizational Conflict of Interest paragraph.

55. MISCELLANEOUS

(a) This Contract does not intend to, and nothing contained in this Contract shall create any partnership, joint venture or other equity type agreement between the Authority and the Contractor.

(b) All notices, statements, demands, requests, consents or approvals required under this Contract or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party; an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified; or by e-mail with delivery confirmation. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

If to the Contractor: As set forth in Exhibit B to this Contract

If to the Authority: Capital Metropolitan Transportation Authority
Attn: Sr. Director/Chief Contracting Officer
2910 E. 5th Street
Austin, Texas 78702

Address for notice can be changed by written notice to the other party.

(c) In the event the Authority finds it necessary to employ legal counsel to enforce its rights under this Contract, or to bring an action at law, or other proceeding against the Contractor to enforce any of the terms, covenants or conditions herein, the Contractor shall pay to the Authority its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

(d) If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be void, invalid or unenforceable, the remainder of this Contract will remain in full force and effect unless removal of such invalid terms or provisions destroys the legitimate purpose of the Contract in which event the Contract will be terminated.

(e) This Contract represents the entire agreement between the parties concerning the subject matter of this Contract and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Contract, the parties do not rely upon any statement, promise, or representation not expressed herein. This Contract may not be changed except by the mutual written agreement of the parties.

(f) A facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature.

(g) Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation". Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. All Exhibits attached to this Contract are incorporated herein by reference.

(h) All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Authority, whether provided by law, equity, statute, or otherwise. The election of any one or more remedies the Authority will not constitute a waiver of the right to pursue other available remedies.

(i) The Contractor shall not assign the whole or any part of this Contract or any monies due hereunder without the prior written consent of the Contracting Officer. No assignment shall relieve the Contractor from any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.

(j) The failure of the Authority to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver or deprive the Authority thereafter to insist upon strict adherence to that term or other terms of this Contract. Furthermore, the Authority is a governmental entity and nothing contained in this Contract shall be deemed a waiver of any rights, remedies or privileges available by law.

(k) This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising with respect to this Contract shall be resolved in the state or federal courts of the State of Texas, sitting in Travis County, Texas and the Contractor expressly consents to the personal jurisdiction of these courts.

(l) This Contract is subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552.

(m) The Contractor represents, warrants and covenants that: (a) it has the requisite power and authority to execute, deliver and perform its obligations under this Contract; and (b) it is in compliance with all applicable laws related to such performance.

(n) The person signing on behalf of the Contractor represents for himself or herself and the Contractor that he or she is duly authorized to execute this Contract.

(o) No term or provision of this Contract is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation for a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(p) Capital Metro is a governmental entity and nothing in this Contract shall be deemed a waiver of any rights or privileges under the law.

(q) Funding for this Contract after the current fiscal year is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

(r) Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

56. DRUG AND ALCOHOL TESTING PROGRAM

(a) The Authority and its Contractors and Subcontractors are required to comply with the requirements of 49 C.F.R. Part 219 with no exceptions. The Contractor has established and implemented, or agrees to establish and implement, and cause its applicable Subcontractors to establish and implement, a drug and alcohol testing program for regulated employees (including volunteers, employees and probationary employees) whose duties include inspection, construction, maintenance or repair of roadway track; bridges, roadway, signal and communications systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a tack and flagmen and watchmen/lookouts ("Part 219 employees") that complies with 49 C.F.R. Part 219, produce any documentation necessary to establish its compliance with Part 219, and permit any authorized representative of the United States Department of Transportation or the Federal Railroad Administration ("FRA") and the Authority to inspect the facilities and records associated with the implementation and operation of the drug and alcohol testing program as required under 49 C.F.R. Part 219, including the review of the testing process.

(b) **Prior to the performance of any work under the Contract by any Part 219 employees on or after June 12, 2017**, the Contractor shall furnish the Authority, and cause each Subcontractor that provides Part 219 employees to perform work under the Contract to furnish the Authority, with copies of all supporting compliance documentation including but not limited to the following:

(1) A copy of the Contractor's 49 C.F.R. Part 219 Railroad Contractor Compliance Plan.

(2) A copy of the Federal Railroad Administration's acceptance letter for 49 C.F.R. Part 219 Railroad Contractor Compliance Plan.

(3) A certified list of the Contractor's Part 219 grandfathered employees (June 12, 2017).

(4) A certified list of employees who are currently regulated by 49 C.F.R. Part 219 Railroad Contractor Compliance Plan Part 219.

(5) Copies of the employees DOT 40-25 previous employer drug and alcohol record covered by 49 C.F.R. Part 219 Railroad Contractor Compliance Plan.

(6) Updated list of the Contractor's employees when an employee status has changed or employee becomes ineligible, along with an updated certification required in subparagraph (4).

(7) Rule G Observations when requested by the Authority.

(8) Management Information System Report (MIS) each six (6) months.

Access to the work site will be prohibited to employees not named in the certified list required by subparagraphs (4) and (6).

(c) Upon notice to the Contractor, Capital Metro may require the Contractor and any Subcontractor providing Part 219 employees to use a third-party compliance provider to track the Contractor's Part 219 compliance. If the Contractor or any of its Subcontractors fails to utilize such required compliance provider or an approved equivalent as required, then the Authority may suspend the Contractor's performance under this Contract and/or pursue default remedies under this Contract. The Authority reserves the right to change the required third-party compliance provider upon notice to the Contractor. In the event that Capital Metro requires the Contractor to use a third-party compliance service, any costs of the required service will be reimbursed by Capital Metro provided the Contractor follows the following reimbursement procedure: the Contractor shall provide the estimated costs of the compliance service within fourteen (14) calendar days following Capital Metro's notice to the Contractor of the adoption of a third-party compliance provider requirement and the Contractor shall not incur any costs until a subsequent Contract modification is fully executed.

(d) The Contractor shall provide the Authority with a list of the names of any Subcontractors performing Part 219 Services, along with a certified list of the employees assigned by the Subcontractor to perform work under the Contract, at least ten (10) calendar days prior to the time a Subcontractor or its Part 219 employees enters the work site. The Contractor and each Subcontractor shall be solely responsible for their compliance with 49 C.F.R. Part 219.

(e) The Contractor shall include the substance of subparagraph (a)-(e) of this paragraph, in each applicable Subcontract under this Contract.

(f) If the Authority discovers that the Contractor or any of its subcontractors are not in compliance with the requirements of 49 C.F.R. Part 219, the Authority may suspend the Contractor's performance under this Contract and/or pursue default remedies under this Contract.

57. FUNDING AVAILABILITY

Funding after the current fiscal year of any contract resulting from this solicitation is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

58. SUSTAINABILITY

The Contractor is to provide the Authority with all information that the Authority may reasonably request regarding the environmental impact of the supply and use of materials the contractor selects for use in this contract. Products used by the Contractor can provide various environmental benefits, including resource efficiency, reduced toxicity, durability, and recycled content.

The Contractor is encouraged to suggest economically viable amendments to the Authority's requirements which may improve environmental performance in the carrying out of the service or works included in this contract.

59. NONWAIVER OF RIGHTS

Failure or delay of the Authority (a) to insist in any one or more instances upon performance of any of the terms and conditions of this contract or (b) to exercise any rights or remedies, or (c) to approve the Services shall not release Contractor from any of its obligations under this contract and shall not be construed as a waiver or relinquishment of the Authority's rights (a) to require strict performance of Contractor's obligations or (b) to require the future performance of any terms and conditions, but the Contractor's obligations with respect to such performance shall continue in full force and effect.

60. SECTION 13(c) AND LABOR PROVISIONS

(a) **Section 13(c)** - Except as provided in subsections (b) and (c) below, the Authority shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 USC §5333(b)) and the Capital Metro 1989 13(c) Arrangement.

(b) The Contractor shall be responsible for and have financial liability for any 13(c) claims or obligations that arise out of any acts or omissions of the Contractor that are not directed or authorized by the Authority. The Contractor agrees that it is bound to the terms of the 1989 13(c) Arrangement and shall collectively bargain with the collective bargaining representative selected by the work force in accordance with the National Labor Relations Act (NLRA) and applicable law, and shall comply with the terms and conditions of any collective bargaining agreement it enters into with such representative. In addition, the Contractor shall cooperate with the Authority (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any 13(c) remedies.

(c) The Contractor shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against the Authority, or take any action which is contrary to the interests of the Authority under 13(c) or its 13(c) arrangements or agreements, relating to the termination of Services under this contract, any future transition from the Contractor to service provider, or any other action or event relating to this contract. If the Contractor fails to comply with this obligation, the Contractor shall be financially liable for all costs incurred by the Authority (including attorneys' fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

(d) Labor Provisions – The Contractor is contractually required to comply with the labor obligations and requirements set forth in section 25, entitled Labor Relations, in Exhibit F, Scope of Services, as if set forth fully in the Contractual Terms and Conditions of this Exhibit E.

61. CAPITAL METRO PROPERTY

(a) Capital Metro-furnished property.

(1) Capital Metro shall deliver to the Contractor, for use in connection with and under the terms of this Contract, Capital Metro-furnished property described together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Capital Metro-furnished property").

(2) The delivery or performance dates for this Contract are based upon the expectation that Capital Metro-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor in sufficient time to enable the Contractor to meet the Contract's delivery or performance dates.

(3) If Capital Metro-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Capital Metro Program Manager, detailing the facts, and, as directed by Capital Metro and at Capital Metro expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, Capital Metro shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Capital Metro-furnished property is not delivered to the Contractor by the required time, Capital Metro shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Capital Metro-furnished property.

(1) Capital Metro may, by written notice:

(i) decrease the Capital Metro-furnished property provided or to be provided under this contract, or

(ii) substitute other Capital Metro-furnished property for the property to be provided by Capital Metro, or to be acquired by the Contractor for Capital Metro, under this contract. The Contractor shall promptly take such action as Capital Metro may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if Capital Metro has agreed to make the property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Capital Metro property.

(1) Capital Metro shall retain title to all Capital Metro-furnished property.

(2) All Capital Metro-furnished property and all property acquired by the Contractor, title to which vests in Capital Metro under this paragraph (collectively referred to as "Capital Metro property"), are subject to the provisions of this clause. Title to Capital Metro property shall not be affected by its incorporation into or attachment to any property not owned by Capital Metro, nor shall Capital Metro property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and equipment acquired by the Contractor for Capital Metro under this Contract shall pass to and vest in Capital Metro when its use in performing this Contract commences or when Capital Metro has paid for it, whichever is earlier, whether or not title previously vested in Capital Metro.

(4) If this Contract contains a provision directing the Contractor to purchase material for which Capital Metro will reimburse the Contractor as a direct item of cost under this Contract-

(i) Title to material purchased from a vendor shall pass to and vest in Capital Metro upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in Capital Metro upon-

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by Capital Metro, whichever occurs first.

(d) Use of Capital Metro property.

Capital Metro property shall be used only for performing this contract, unless otherwise provided in this contract or approved by Capital Metro.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Capital Metro property provided under this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Capital Metro property in accordance with sound industrial practice.

(3) If damage occurs to Capital Metro property, the risk of which has been assumed by Capital Metro under this Contract, Capital Metro shall replace the items or the Contractor shall make such repairs as Capital Metro directs. However, if the Contractor cannot affect such repairs within the time required, the Contractor shall dispose of the property as directed by Capital Metro. When any property for which Capital Metro is responsible is replaced or repaired, Capital Metro shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the Contract price does not include any amount for repairs or replacement for which Capital Metro is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access.

Capital Metro and all its designees shall have access at all reasonable times to the premises in which any Capital Metro property is located for the purpose of inspecting the Capital Metro property.

(g) Risk of loss.

Unless otherwise provided in this Contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Capital Metro property upon its delivery to the Contractor or upon passage of title to Capital Metro under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Capital Metro property or for Capital Metro property properly consumed in performing this contract.

(h) Equitable adjustment.

When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, Capital Metro may initiate an equitable adjustment in favor of Capital Metro. The right to an equitable adjustment shall be the Contractor's exclusive remedy. Capital Metro shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Capital Metro-furnished property;
- (2) Delivery of Capital Metro-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Capital Metro-furnished property; or
- (4) Failure to repair or replace Capital Metro property for which Capital Metro is responsible.

(i) Final accounting and disposition of Capital Metro property.

Upon completing this contract, or at such earlier dates as may be fixed by Capital Metro, the Contractor shall submit, in a form acceptable to Capital Metro, inventory schedules covering all items of Capital Metro property (including any resulting scrap) not consumed in performing this contract or delivered to Capital Metro. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Capital Metro property as may be directed or authorized by Capital Metro. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Capital Metro as Capital Metro directs.

(j) Abandonment and restoration of Contractor's premises.

Unless otherwise provided herein, Capital Metro –

(1) May abandon any Capital Metro property in place, at which time all obligations of Capital Metro regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Capital Metro-furnished property is withdrawn or is unsuitable for the intended use, or if other Capital Metro property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications.

All communications under this clause shall be in writing.

62. CAPITAL METRO PROPERTY (FACILITIES)

(a) Definitions. For the purpose of this contract, the following definitions apply:

- "Facilities," as used in this clause, means all property provided under this contract

- "Related contract," as used in this clause, means a Capital Metro contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(b) Facilities to be provided.

Capital Metro, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified, as Capital Metro-furnished facilities.

(c) Period of this contract.

If not otherwise specified in the contract and if not previously terminated under paragraph (m) below, the use of the facilities authorized under this contract shall terminate upon expiration of the contract.

(d) Title in the facilities.

(1) Capital Metro shall retain title to all Capital Metro-furnished property.

(2) Title to all facilities and components shall pass to and vest in Capital Metro upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to replacement parts furnished by the Contractor in carrying out its normal maintenance obligations under paragraph (h) below shall pass to and vest in Capital Metro upon completion of their installation in the facilities.

(4) Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in Capital Metro upon:

(i) Issuance of the property for use in performing this Contract;

(ii) Commencement of processing or use of the property in performing this Contract; or

(iii) Reimbursement of the cost of the property by Capital Metro, whichever occurs first.

(5) Title to the facilities shall not be affected by their incorporation into or attachment to any property not owned by Capital Metro, nor shall any item of the facilities become a fixture or lose its identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by Capital Metro, shall not remove or otherwise part with possession of, or permit the use by others of, any of the facilities.

(6) The Contractor may at its own expense, with the written approval of Capital Metro, install, arrange, or rearrange, on Capital Metro-furnished premises, readily movable machinery, equipment, and other items belonging to the Contractor. Title to any such item shall remain in the Contractor even though it may be attached to real property owned by Capital Metro, unless Capital Metro determines that it is so permanently attached that removal would cause substantial injury to Capital Metro property.

(7) The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Capital Metro buildings or other real property without advance written approval of Capital Metro. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

(e) Location of the facilities.

The Contractor may use the facilities at any of the locations with the prior written approval of Capital Metro, at any other location. In granting this approval, Capital Metro may prescribe such terms and conditions as may be deemed necessary for protecting Capital Metro's interest in the facilities involved. Those terms and conditions shall take precedence over any conflicting provisions of this contract.

(f) Notice of use of the facilities.

The Contractor shall notify Capital Metro in writing:

(1) Whenever use of all facilities for Capital Metro work in any quarterly period averages less than 75 percent of the total use of the facilities; or

(2) Whenever any item of the facilities is no longer needed or usable for performing existing related contracts that authorize such use.

(g) Property control.

The Contractor shall maintain property control procedures and records and a system of identification of the facilities, in accordance with Management of Capital Metro Property in the Possession of Contractors, of this **Exhibit E-Revised-3**.

(h) Maintenance.

(1) Except as otherwise provided in the Contract, the Contractor shall perform normal maintenance of the facilities in accordance with sound industrial practice, including protection, preservation, and repair of the facilities and normal parts replacement for equipment. In addition, the maintenance shall include, but not be limited to the following:

(i) Annual inspection and certification of existing back flow protection device on the 2" water line for the bus wash system.

(ii) Annual industrial waste/discharge permit for the existing sludge/grease traps located on site underground.

(iii) Annual cost of having sludge/grease pit emptied and disposal of contents at a licensed hazardous waste disposal site and tracking of hazardous waste according all local, state or other applicable regulations or EPA guidelines.

(iv) Disposal of reclaimed motor oil;

(v) Annual inspection of existing irrigation system and replacement of damaged parts;

(vi) Plumbing lines and equipment repair;

(vii) Exterior lighting and high-bay maintenance light bulb replacement;

(viii) Bus wash gantry system annual maintenance and repair.

(2) **Within twenty (20) days** after the issuance of Notice to Proceed, the Contractor shall submit to the Capital Metro Project Manager a written proposed maintenance program, including a maintenance records system, in sufficient detail to show its adequacy. If the Project Manager agrees to the proposed program, it shall become the normal maintenance obligation of the Contractor. The Contractor's performance according to the approved program shall satisfy the Contractor's obligations under paragraphs (h)(1) and (h)(5) of this clause.

(3) Capital Metro may at any time direct the Contractor in writing to reduce the work required by the normal maintenance program. If such order reduces the cost of performing the maintenance, an appropriate equitable adjustment may be made in any affected related contract that so provides.

(4) The Contractor shall perform any maintenance work directed by Capital Metro in writing. The Contractor shall notify Capital Metro in writing when sound industrial practice requires maintenance in excess of the normal maintenance program.

(5) The Contractor shall keep records of all work done on the facilities and shall give Capital Metro reasonable opportunity to inspect these records. All records related to asset management, maintenance and disposal will be documented in the Spear 4i asset management system. When facilities are disposed of under this contract, the Contractor shall deliver the related records to Capital Metro or, if Capital Metro directs, to third persons.

(6) The Contractor's obligation under this clause for each item of facilities shall continue until the item is removed, abandoned, or disposed of; until the expiration of the 120-day period stated in paragraph (n)(3) of this clause; and until the Contractor has discharged its other obligations under this contract with respect to such items.

(i) Access.

Capital Metro and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.

(j) Indemnification of Capital Metro.

The Contractor shall indemnify Capital Metro and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities.

(k) Late delivery, diversion, and substitution.

(1) Capital Metro shall not be liable for breach of contract for any delay in delivery or non-delivery of facilities to be furnished under this contract.

(2) Capital Metro has the right, at its expense, to divert the facilities under this contract by directing the Contractor to-

(i) Deliver any of the facilities to locations other than those specified; or

(ii) Assign purchase orders or subcontracts for any of the facilities to Capital Metro or third parties.

(3) Capital Metro may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.

(4) Appropriate equitable adjustment may be made in any related contract that so provides and that is affected by any non-delivery, delay, diversion, or substitution under this paragraph (k).

(l) Representations and warranties.

(1) Capital Metro makes no warranty, express or implied, regarding the condition or fitness for use of any facilities. To the extent practical, the Contractor shall be allowed to inspect all the facilities to be furnished by Capital Metro before the award of this contract.

(2) If the Contractor receives facilities in a condition not suitable for the intended use, the Contractor shall, within 30 days after receipt and installation thereof, so notify Capital Metro, detailing the facts and, as directed by Capital Metro and at Capital Metro expense, either

(i) return such item or otherwise dispose of it or

(ii) effect repairs or modifications. An appropriate equitable adjustment may be made in any related contract that so provides and that is affected by the return, disposition, repair, or modification of any facilities.

(m) Termination of the use of the facilities.

The Contracting Officer may at any time, upon written notice, terminate or limit the Contractor's authority to use any of the facilities. Except as otherwise provided in this contract, an equitable adjustment may be made in any related contract of the Contractor that so provides and that is affected by such notice.

(n) Disposition of the facilities.

(1) The provisions of this paragraph (n) shall apply to facilities for which use has been terminated by Capital Metro under paragraph (m), except as provided in paragraph (n)(2).

(2) Within 60 days after the effective date of any notice of termination given under paragraph (m), or within such longer period as Capital Metro may approve in writing, the Contractor shall submit to Capital Metro, in a form satisfactory to Capital Metro, an accounting for all the facilities covered by the notice.

(3) Within 120 days after the Contractor accounts for any facilities under paragraph (n)(2), Capital Metro shall give written notice to the Contractor as to the disposition of the facilities, except as otherwise provided in paragraph (n)(5). In its disposition of the facilities, Capital Metro may either-

(i) Abandon the facilities in place, in which case all obligations of Capital Metro regarding such abandoned facilities and the restoration or rehabilitation of the premises in and on which they are located shall immediately cease; or

(ii) Require the Contractor to comply, at Capital Metro expense, with such directions as Capital Metro may give with respect to:

(A) The preparation, protection, removal, or shipment of the affected facilities;

(B) The retention or storage of the affected facilities; provided that Capital Metro shall not direct the Contractor to retain or store any items of facilities in or on real property not owned by Capital Metro if such retention or storage will interfere with the Contractor's operations;

(C) The restoration of Capital Metro-owned property incident to the removal of the facilities from such property; and

(D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by Capital Metro, except that the Contractor shall not be required to extend credit to any purchaser.

(4) If Capital Metro fails to give the written notice required by paragraph (n)(3) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to Capital Metro and at Capital Metro risk and expense,

(i) retain the facilities in place, or

(ii) remove any of the affected severable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with sound practice. Except as provided in this paragraph, Capital Metro shall not be liable to the Contractor for failure to give the written notice required by paragraph (n)(3).

(5) Non-severable items of the facilities or items of the facilities subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(6) Capital Metro, either directly or by third persons engaged by it, may remove or otherwise dispose of any facilities for which the Contractor's authority to use has been terminated, other than those for which specific provision is made in paragraph (n)(5).

(7) The Contractor shall, within a reasonable time after the expiration of the 120-day period specified in paragraph (n)(3), remove all of its property from Capital Metro property and take such action as Capital Metro may direct in writing with respect to restoring that Capital Metro property (to the extent that it is affected by the installation of the Contractor's property) to its condition before such installation.

(8) Unless otherwise specifically provided in this contract, Capital Metro shall not be obligated to the Contractor to restore or rehabilitate any property at the Contractor's plant, except for restoration or rehabilitation costs caused by removal of the facilities under subdivision (n)(3)(ii). The Contractor agrees to indemnify Capital Metro against all suits or claims for damages arising out of Capital Metro's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any damage as may be caused by the negligence of Capital Metro, its agents, or independent contractors.

63. LIABILITY FOR THE FACILITIES

(a) The term "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:

- (1) All or substantially all of the Contractor's business,
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which the facilities are installed or located, or
- (3) A separate and complete major industrial operation in connection with which the facilities are used.

(b) The Contractor shall not be liable for any loss or destruction of, or damage to, the facilities or for expenses incidental to such loss, destruction, or damage, except as provided in this clause.

(c) The Contractor shall be liable for loss or destruction of, or damage to, the facilities, and for expenses incidental to such loss, destruction, or damage:

(1) Which results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(3) For which the Contractor is otherwise responsible under the express terms of this contract;

(4) Which results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(5) Which results from a failure, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel:

(i) To establish, maintain, and administer a system for control of the facilities in as set forth herein; or

(ii) To maintain and administer a program for maintenance, repair, protection, and preservation of the facilities, or to take reasonable steps to comply with any appropriate written direction that Capital Metro may prescribe as reasonably necessary for the protection of the facilities.

(d) If the Contractor fails to act as provided by paragraph (c)(5) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of Capital Metro's disapproval, withdrawal of approval, or non-acceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

Furthermore, any loss or destruction of, or damage to, the Capital Metro property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage:

- (1) Did not result from the Contractor's failure to maintain an approved program or system, or
- (2) Occurred while an approved program or system was maintained by the Contractor.

(e) If the Contractor transfers facilities to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the facilities. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the facilities while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of Capital Metro, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all the facilities in as good condition as when received, except for reasonable wear and tear or for their utilization in accordance with the provisions of the prime contract.

(f) Unless expressly directed in writing by Capital Metro, the Contractor shall not include in the price or cost under any contract with Capital Metro the cost of insurance (including self-insurance) against any form of loss, destruction, or damage to the facilities. Any insurance required under this clause shall be in such form, in such amounts, for such periods of time, and with such insurers (including the Contractor as self-insurer in appropriate circumstances) as Capital Metro shall require or approve. Such insurance shall provide for thirty (30) days advance notice to the Contracting Officer, in the event of cancellation or material change in the policy coverage on the part of the insurer. Documentation of insurance or an authenticated copy of such insurance shall be deposited promptly with Capital Metro. The Contractor shall, not less than thirty (30) days before the expiration of such insurance, deliver to Capital Metro documentation of insurance or an authenticated copy of each renewal policy. The insurance shall be in the name of Capital Metro, the Contractor, and such other interested parties as Capital Metro shall approve and shall contain a loss payable clause reading substantially as follows: Any loss under this policy shall be adjusted with (Contractor) and the proceeds, at the direction of Capital Metro, shall be paid to (Contractor). Proceeds not paid to (Contractor) shall be paid to the office designated by Capital Metro.

(g) When there is any loss or destruction of, or damage to, the facilities:

(1) The Contractor shall promptly notify Capital Metro and, with the assistance of Capital Metro, shall take all reasonable steps to protect the facilities from further damage, separate the damaged and undamaged facilities, put all the facilities in the best possible order, and promptly furnish to Capital Metro (and in any event within 30 days) a statement of:

- (i) The facilities lost or damaged,
- (ii) The time and origin of the loss or damage,
- (ii) All known interests in commingled property of which the facilities are a part, and
- (iv) Any insurance covering any part of or interest in such commingled property.

(2) The Contractor shall make such repairs, replacements and renovations of the lost, destroyed, or damaged facilities, or take such other action as Capital Metro may direct in writing; and

(3) The Contractor shall perform its obligations under this paragraph (g) at Capital Metro expense, except to the extent that the Contractor is liable for such damage, destruction, or loss under the terms of this clause, and except as any damage, destruction, or loss is compensated by insurance.

(h) Capital Metro is not obliged to replace or repair the facilities that have been lost, destroyed, or damaged. If Capital Metro does not replace or repair the facilities, the right of the parties to an equitable adjustment in delivery or performance dates, price, or both, and in any other contractual condition of the related contracts affected shall be governed by the terms and conditions of those contracts.

(i) Except to the extent of any loss or destruction of, or damage to, the facilities for which the Contractor is relieved of liability, the facilities shall be returned to Capital Metro or otherwise disposed of under the terms of this contract:

- (1) In as good condition as when received by the Contractor;
- (2) Improved; or
- (3) As required under the terms of this contract, less ordinary wear and tear.

(j) If the Contractor is in any way compensated (excepting proceeds from use and occupancy insurance, the cost of which is not borne directly or indirectly by Capital Metro) for any loss or destruction of, or damage to, the facilities, the Contractor, as directed by Capital Metro, shall:

- (1) Use the proceeds to repair, renovate, or replace the facilities involved; or
- (2) Pay such proceeds to Capital Metro.

(k) The Contractor shall do nothing to prejudice Capital Metro's right to recover against third parties for any loss or destruction of, or damage to, the facilities. Upon the request of the Contracting Officer, the Contractor shall furnish to Capital Metro, at Capital Metro expense, all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of Capital Metro) in obtaining recovery.

64. MANAGEMENT OF CAPITAL METRO PROPERTY IN THE POSSESSION OF CONTRACTORS

(a) Scope

This section prescribes the minimum requirements contractors must meet in establishing and maintaining control over Capital Metro property. If there is any inconsistency between this section and the terms of the contract under which the Capital Metro property is provided, the terms of the contract shall govern.

(b) Definitions

(1) "Accessory item," as used in this section, means an item that facilitates or enhances the operation of plant equipment, but which is not essential for its operation.

(2) "Auxiliary item," as used in this section, means an item without which the basic unit of plant equipment cannot operate.

(3) "Contractor-acquired property," as used in this part, means property acquired or otherwise provided by the contractor for performing a contract and to which Capital Metro has title.

(4) "Custodial records," as used in this section, means written memoranda of any kind, such as requisitions, issue hand receipts, tool checks, and stock record books, used to control items issued from tool cribs, tool rooms, and stockrooms.

(5) "Discrepancies incident to shipment," as used in this section, means all deficiencies incident to shipment of Capital Metro property to or from a contractor's facility whereby differences exist between the property purported to have been shipped and property actually received. Such deficiencies include loss, damage, destruction, improper status and condition coding, errors in identity or classification, and improper consignment.

(6) "Facilities," as used in this section, means a contract under which Capital Metro facilities are provided to a contractor or subcontractor by Capital Metro for use in connection with performing one or more related contracts for supplies or services.

(7) "Capital Metro-furnished property," as used in this part, means property in the possession of, or directly acquired by, Capital Metro and subsequently made available to the contractor.

(8) "Capital Metro property," means all property owned by or leased to Capital Metro or acquired by Capital Metro under the terms of the contract. It includes both Capital Metro-furnished property and contractor-acquired property as defined in this section. "Individual item record," as used in this section, means a separate card, form, document or specific line(s) of computer data used to account for one item of property.

(9) "Plant equipment," as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

(10) "Property administrator," as used in this section, means an authorized representative of Capital Metro assigned to administer the contract requirements and obligations relating to Capital Metro property.

(11) "Real property," as used in this part, means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

(12) "Property," as used in this part, means all property, both real and personal. It includes facilities, material, special tooling, special test equipment, and agency-peculiar property.

(13) "Salvage," as used in this section, means property that, because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.

(14) "Scrap," as used in this section, means personal property that has no value except for its basic material content.

(15) "Special test equipment," as used in this part, means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including standard or general-purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. It does not include material, special tooling, facilities (except foundations and similar improvements necessary for installing special test equipment), and plant equipment items used for general plant testing purposes.

(16) "Special tooling," as used in this part, means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items.

(17) "Stock record," as used in this section, means a perpetual inventory record which shows by nomenclature the quantities of each item received and issued and the balance on hand.

(18) "Summary record," as used in this section, means a separate card, form, document or specific line(s) of computer data used to account for multiple quantities of a line item of special tooling, special test equipment, or plant equipment costing less than \$5,000 per unit.

(19) "Utility distribution system," as used in this section, includes distribution and transmission lines, substations, or installed equipment forming an integral part of the system by which gas, water, steam, electricity, sewerage, or other utility services are transmitted between the outside building or structure in which the services are used and the point of origin, disposal, or connection with some other system. It does not include communication services.

(20) "Work-in-process," as used in this section, means material that has been released to manufacturing, engineering, design or other services under the contract and includes undelivered manufactured parts, assemblies, and products, either complete or incomplete.

(c) Contractor Responsibility

(1) The Contractor is directly responsible and accountable for all Capital Metro property in accordance with the requirements of the contract. This includes Capital Metro property in the possession or control of a subcontractor. The contractor shall establish and maintain a system in accordance with this section to control, protect, preserve, and maintain all Capital Metro property. This property control system shall be in writing unless the property administrator determines that maintaining a written system is unnecessary. The system shall be reviewed and, if satisfactory, approved in writing by the property administrator.

(2) The Contractor shall maintain and make available the records required by this section and account for all Capital Metro property until relieved of that responsibility. The Contractor shall furnish all necessary data to substantiate any request for relief from responsibility.

(3) The Contractor shall be responsible for the control of Capital Metro property under this section upon:

(i) Delivery of Capital Metro-furnished property into its custody or control;

(ii) Delivery, when property is purchased by the contractor and the contract calls for reimbursement by Capital Metro (this requirement does not alter or modify contractual requirements relating to passage of title);

(iii) Approval of its claim for reimbursement by Capital Metro or upon issuance for use in contract performance, whichever is earlier, of property withdrawn from contractor-owned stores and charged directly to the contract; or

(iv) Acceptance of title by Capital Metro when title is acquired pursuant to specific contract clauses or as a result of change orders or contract termination.

(4) Property to which Capital Metro has acquired a lien or title solely as a result of advance, progress, or partial payments is not subject to the requirements of this section.

(5) The contractor shall require subcontractors provided Capital Metro property under the prime contract to comply with the requirements of this section. Procedures for assuring subcontractor compliance shall be included in the contractor's property control system.

(6) If the property management finds any portion of the contractor's property control system to be inadequate, the contractor must take any necessary corrective action before the system can be approved. If the contractor and property administrator cannot agree regarding the adequacy of control and corrective action, the matter shall be referred to the contracting officer.

(7) When Capital Metro property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall promptly:

(i) Record such property according to the established property control procedure; and

(ii) Furnish to the property administrator all known circumstances and data pertaining to its receipt and a statement as to whether there is a need for its retention.

(8) The contractor shall promptly report all Capital Metro property in excess of the amounts needed to complete full performance under the contracts providing it or authorizing its use.

(9) When unrecorded Capital Metro property is found, both the cause of the discrepancy and actions taken or needed to prevent recurrence shall be determined and reported to the property administrator.

(d) Receipts for Capital Metro Property

The contractor shall furnish written receipts for all or specified classes of Capital Metro property only when the property administrator deems it essential for maintaining minimum acceptable property controls. If evidence of receipt is required for contractor-acquired property, the contractor shall provide it before submitting its request for payment for the property. For Capital Metro-furnished property, the contractor shall provide the required receipt immediately upon receipt of the property.

(e) Discrepancies Incident to Shipment

(1) Capital Metro-furnished property. If overages, shortages, or damages are discovered upon receipt of Capital Metro-furnished property, the contractor shall provide a statement of the condition and apparent causes to the property administrator and to other activities specified in the approved property control system. Only that quantity of property actually received will be recorded on the official records.

(2) Contractor-acquired property. The contractor shall take all actions necessary in adjusting overages, shortages, or damages in shipment of contractor-acquired property from a vendor or supplier. However, when the shipment has moved by Capital Metro bill of lading and carrier liability is indicated, the contractor shall report the discrepancy in accordance with paragraph (1) of this subsection.

(f) Relief from Responsibility

Unless the contract or Capital Metro provides otherwise, the contractor shall be relieved of property control responsibility for Capital Metro property by:

(1) Reasonable and proper consumption of property in the performance of the contract as determined by the property administrator;

(2) Retention by the contractor, with the approval of Capital Metro, of property for which Capital Metro has received consideration;

(3) The authorized sale of property, provided the proceeds are received by or credited to Capital Metro;

(4) Shipment from the contractor's plant, under Capital Metro instructions, except when shipment is to a subcontractor or other location of the contractor; or

(5) A determination by Capital Metro of the contractor's liability for any property that is lost, damaged, destroyed, or consumed in excess of that normally anticipated in a manufacturing or processing operation, if:

(i) The determination is furnished to the contractor in writing;

(ii) Capital Metro is reimbursed where required by the determination; and

(iii) Property rendered unserviceable by damage is properly disposed of, and the determination is cross-referenced to the shipping or other documents evidencing disposal.

(g) Contractor's Liability

(1) Subject to the terms of the contract and the circumstances surrounding the particular case, the contractor may be liable for shortages, loss, damages, or destruction of Capital Metro property. The contractor may also be liable when the use or consumption of Capital Metro property unreasonably exceeds the allowances provided for by the contract, the bill of material, or other appropriate criteria.

(2) The contractor shall investigate and report to the property administrator all cases of loss, damage, or destruction of Capital Metro property in its possession or control as soon as the facts become known or when requested by the property administrator. A report shall be furnished when completed and accepted products or end items are lost, damaged, or destroyed while in the contractor's possession or control.

(3) The contractor shall require any of its subcontractors possessing or controlling Capital Metro property accountable under the contract to investigate and report all instances of loss, damage, or destruction of such property.

(h) Records and Reports of Capital Metro Property

(1) The contractor's property control records shall constitute the Capital Metro's official property records unless an exception has been authorized. The contractor shall establish and maintain adequate control records for all Capital Metro property, including property provided to and in the possession or control of a subcontractor. The property control records specified in this section are the minimum required by Capital Metro. Unless the property administrator directs otherwise, when a subcontractor has an approved property control system for Capital Metro property provided under its own prime contracts, the contractor shall use the records created and maintained under that system.

(2) The contractor's property control system shall provide financial accounts for Capital Metro -owned property in the contractor's possession or control. The system shall be subject to internal control standards and be supported by property records for such property.

(3) Official Capital Metro property records must identify all Capital Metro property and provide a complete, current, auditable record of all transactions. The contractor's system of records maintenance shall be sufficient to adequately control Capital Metro property as required by this section. The contractor's system of records maintenance, as a minimum, shall be equivalent to and maintained in the same manner as the contractor's system for maintaining records of contractor-owned property, but need not exceed the requirements of this section. The records shall be safeguarded from tampering or destruction. Records shall be accessible to authorized Capital Metro personnel.

(4) Separate property records for each contract are desirable, but a consolidated property record may be maintained if it provides the required information.

(5) Special tooling and special test equipment fabricated from materials that are the property of Capital Metro shall be recorded as Capital Metro-owned immediately upon fabrication. Special tooling and special test equipment fabricated from materials that are the property of the contractor shall be recorded as Capital Metro property at the time title passes to Capital Metro.

(6) Property records of the type established for components acquired separately shall be used for serviceable components permanently removed from items of Capital Metro property as a result of modification.

(7) The contractor's property control system shall contain a system or technique to locate any item of Capital Metro property within a reasonable period of time.

(i) Basic Information

(1) Unless summary records are used as authorized under paragraph (b) of this section, the contractor's property control records shall provide the following basic information for every item of Capital Metro property in the contractor's possession, regardless of value:

- (i) The name, description, and Stock Number (if furnished by Capital Metro or available in the property control system).
- (ii) Quantity received (or fabricated), issued, and on hand.
- (iii) Unit price (and unit of measure).
- (iv) Contract number or equivalent code designation.
- (v) Location.
- (vi) Disposition.
- (vii) Posting reference and date of transaction.

(2) Summary records are normally adequate for special tooling, special test equipment, and plant equipment costing less than \$5,000 per unit, except where Capital Metro determines that individual item records are necessary for effective control, calibration, or maintenance. Summary records shall provide the information listed in paragraphs (1)(i) through (1)(vii) of this section, but may reference a general location, provided the contractor can locate the property within a reasonable period of time.

(j) Records of Pricing Information

(1) Requirement for unit prices.

(i) The contractor's property control system shall contain the unit price for each item of Capital Metro property except as provided in (2) of this section. When a contractor records the unit price of property on other than the quantitative inventory records, those supplementary records shall become part of the official Capital Metro property records.

(ii) The requirement that unit prices be contained in the official Capital Metro property records does not apply to those separate property records located at a contractor's secondary sites and subcontractor plants; provided, that-

(A) Records maintained by the prime contractor at its primary site include unit prices; and

(B) The prime contractor agrees to furnish actual or estimated unit prices to the secondary site or subcontractor as the need arises.

(iii) When definite information as to unit price cannot be obtained, reasonable estimates will be used.

(2) Determining unit price.

(i) Contractor-acquired and contractor-fabricated property. Except for items fabricated by nonprofit organizations for research and development purposes, the unit price of contractor-acquired and contractor-fabricated property shall be determined in accordance with the system established by the contractor in conformance with consistently applied sound accounting principles. Generally, separate unit prices should be applied to items of special tooling and special test equipment fabricated or acquired by the contractor. However, if the contractor's accounting system is acceptable, and if maintaining detailed cost records results in excessive accounting cost or is otherwise impracticable, group pricing may be used for special tooling, special test equipment, and work-in-process in accordance with the contractor's acceptable cost accounting system. All processed material, fabricated parts, components, and assemblies charged to the contractor's work-in-process inventory, including items in temporary storage while awaiting processing, may be considered as work-in-process for this purpose.

(ii) Capital Metro-furnished property. Capital Metro shall determine and furnish to the contractor the unit price of Capital Metro-furnished property. Transportation and installation costs shall not generally be considered as part of the unit price for this purpose. Normally, the unit price of Capital Metro-furnished property will be provided on the document covering shipment of the property to the contractor. In the event the unit price is not provided on the document, the contractor will take action to obtain the information.

(k) Records of Material

(1) General. All Capital Metro material furnished to the contractor, as well as other material to which title has passed to Capital Metro by reason of allocation from contractor-owned stores or purchase by the contractor for direct charge to a Capital Metro contract or otherwise, shall be recorded in accordance with the contractor's property control system and the requirements of this section.

(2) Consolidated stock record. When a contractor has more than one Capital Metro contract under which Capital Metro material is provided, a consolidated record for materials may be authorized by the property administrator, provided, the total quantity of any item is allocated to each contract by contract number and each requisition of material from contractor-owned stores is charged to the contract on which the material is to be used. The supporting document or issue slip shall show the contract number or equivalent code designation to which the issue is charged.

(3) Custodial records. The contractor shall maintain custodial records for tool crib items, guard force items, protective clothing, and other items issued to individuals for use in their work.

(4) Use of receipt and issue documents. The property administrator may authorize the contractor to maintain, in lieu of stock records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of Capital Metro-provided material that is issued for immediate consumption and is not entered in the inventory record as a matter of sound business practice. This method of control may be authorized for-

(i) Material charged through overhead;

(ii) Material under research and development contracts;

(iii) Subcontracted or outside production items;

(iv) Nonstock or special items;

(v) Items that are produced for direct charge to a contract, or are acquired and issued for installation upon receipt, and involve no spoilage; and

(vi) Items issued from contractor-owned inventory direct to production or maintenance, etc.

(5) The contractor shall take physical inventories of material in stores included in the systems (other than work-in-process) at least annually, extend and reconcile prices to the quantitative balance for each item, and record adjustments in the stock record and financial inventory control accounts. Such physical inventories and adjustments,

as well as equitable distribution to cost accounts of any inventory losses, shall be reviewed by and are subject to the approval of the property administrator.

(l) Records of Real Property

The contractor shall maintain an itemized record of the description, location, acquisition cost, and disposition of all Capital Metro real property (including unimproved real property); all alterations, all construction work, and sites connected with such alteration and construction, acquired by purchase, lease, or otherwise. These records, including maps, drawings, plans, specifications, and supplementary data where necessary, shall-

- (1) Be complete,
- (2) Show the original cost of the property and improvements and the cost of any changes and additions, and
- (3) Be appropriately indexed.

(m) Records of Scrap or Salvage

(1) The contractor shall maintain records of all scrap or salvage generated. These records shall conform to the contractor's established system of scrap and salvage control approved by the property administrator.

- (2) The contractor's property control system shall provide the following information:
 - (i) Contract number, if practical, or equivalent code designation from which the scrap or salvage derived.
 - (ii) Nomenclature or description of salvable items or classification (material content) of scrap.
 - (iii) Quantity on hand.
 - (iv) Posting reference and date of transaction.
 - (v) Disposition.

(n) Records of Related Data and Information

The contractor shall maintain property control and accountability, in accordance with sound business practice, of manufacturing or assembly drawings; installation, operation, repair, or maintenance instructions; and other similar information furnished to the contractor by Capital Metro or generated or acquired by the contractor under the contract and for which title vests in Capital Metro. The requirements of this section do not otherwise apply to such property.

(o) Reports of Capital Metro Property

(1) The contractor's property control system shall provide annually the total acquisition cost of Capital Metro property for which the contractor is accountable under each contract, including Capital Metro property at subcontractor plants and alternate locations. The following classifications (property classifications may be varied to meet individual agency needs) shall be reported:

- (i) Land and rights therein.
- (ii) Other real property, including utility distribution systems, buildings, structures, and improvements thereto.
- (iii) Plant equipment.
- (iv) Special tooling.
- (v) Special test equipment.

(vi) Material.

(vii) Agency peculiar property.

(2) The contractor shall report the information under paragraph (1) as directed by the contracting officer.

(p) IDENTIFICATION

(1) UPON RECEIPT OF CAPITAL METRO PROPERTY, THE CONTRACTOR SHALL PROMPTLY:

(I) IDENTIFY THE PROPERTY IN ACCORDANCE WITH CAPITAL METRO PROCEDURES;

(II) MARK THE PROPERTY IN ACCORDANCE WITH THIS SECTION; AND

(III) RECORD THE PROPERTY IN ITS PROPERTY CONTROL RECORDS.

(2) Except for the following, all Capital Metro property shall be marked with an indication of Capital Metro ownership:

(i) Items issued to individuals for use in their work (e.g., protective clothing or tool crib tools) where adequate physical control is maintained over the items.

(ii) Property of a bulk type, or where its general nature of packing or handling precludes adequate marking.

(iii) Material that is commingled with contractor's

(iv) Where the property administrator agrees that marking is impractical.

(v) Exempted items shall be entered and described on the accountable property records.

(3) In addition to marking with an indication of Capital Metro ownership, the following property shall be marked with a serial number in accordance with procedures approved by the property administrator:

(i) Special tooling.

(ii) Special test equipment.

(iii) Components of special test equipment that have an acquisition cost of \$5,000 or more and are incorporated in a manner that makes removal and reutilization feasible and economical.

(iv) Plant equipment.

(v) Accessory or auxiliary equipment associated with a specific item of plant equipment that is recorded on the property records, if necessary to assure return with the associated basic item.

(4) The contractor shall record assigned numbers on all applicable documents pertaining to the property control system.

(5) If the property is included in the Capital Metro system, the contractor may use the property's registration number as the serial number. The contractor should obtain the registration number through the property administrator.

(6) The markings in paragraphs (2) and (3) of this section shall be:

(i) securely affixed to the property,

(ii) legible, and

(iii) conspicuous. Examples of appropriate markings are bar coding, decals, and stamping. If marking will damage the property or is otherwise impractical, the contractor shall promptly notify the property administrator and ask for the item to be exempted (see paragraph (2) of this section). Markings shall be removed or obliterated when Capital Metro property is sold, scrapped, or donated.

(q) Segregation of Capital Metro Property

Capital Metro property shall be kept physically separate from contractor-owned property. However, when advantageous to Capital Metro and consistent with the contractor's authority to use such property, the property may be commingled-

(1) When Capital Metro property is special tooling, special test equipment, or plant equipment clearly identified and recorded as Capital Metro property;

(2) When-

(i) Scrap of a uniform nature is produced from both Capital Metro-owned and contractor-owned material and physical segregation is impracticable,

(ii) Scrap produced from Capital Metro-owned material is insignificant in consideration of the cost of segregation and control, or

(iii) Capital Metro contracts involved are fixed-price and provide for the retention of the scrap by the contractor; or

(3) When otherwise approved by the property administrator.

(r) Physical Inventories

The contractor shall periodically, but not less than every two (2) years, physically inventory all Capital Metro property (except materials issued from stock for manufacturing, research, design, or other services required by the contract) in its possession or control and shall cause subcontractors to do likewise. The contractor, with the approval of the property administrator, shall establish the type, frequency, and procedures. These may include electronic reading, recording and reporting or other means of reporting the existence and location of the property and reconciling the records. Type and frequency of inventory should be based on the contractor's established practices, the type and use of the Capital Metro property involved, or the amount of Capital Metro property involved and its monetary value, and the reliability of the contractor's property control system. Type and frequency of physical inventories normally will not vary between contracts being performed by the contractor but may vary with the types of property being controlled. Personnel who perform the physical inventory shall not be the same individuals who maintain the property records or have custody of the property unless the contractor's operation is too small to do otherwise.

(s) Inventories Upon Termination or Completion

(1) General. Immediately upon termination or completion of a contract, the contractor shall perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Capital Metro property applicable to the contract, unless the requirement is waived as provided in paragraph (2) of this section.

(2) Exception. The requirement for physical inventory at the completion of a contract may be waived by the property administrator when the property is authorized for use on a follow-on contract; provided, that-

(i) Experience has established the adequacy of property controls and an acceptable degree of inventory discrepancies; and

(ii) The contractor provides a statement indicating that record balances have been transferred in lieu of preparing a formal inventory list and that the contractor accepts responsibility and accountability for those balances under the terms of the follow-on contract.

(3) Listings for disposal purposes.

(i) Standard items that have been modified may be described on listings for disposal purposes as standard items with a general description of the modification.

(ii) Items that have been fabricated, such as test equipment, shall be described in sufficient detail to permit a potential user to determine whether they are of sufficient interest to warrant further inspection.

(t) Reporting Results of Inventories

The contractor shall, as a minimum, submit the following to the property administrator promptly after completing the physical inventory:

(1) A listing that identifies all discrepancies disclosed by a physical inventory.

(2) A signed statement that physical inventory of all or certain classes of Capital Metro property was completed on a given date and that the official property records were found to be in agreement except for discrepancies reported.

(u) Quantitative and Monetary Control

When requested by Capital Metro, the contractor's reports of results of physical inventory shall be prepared on a quantitative and monetary basis and segregated by categories of property.

(v) Care, Maintenance, and Use

The contractor shall be responsible for the proper care, maintenance, and use of Capital Metro property in its possession or control from the time of receipt until properly relieved of responsibility, in accordance with sound industrial practice and the terms of the contract. The removal of Capital Metro property to storage, or its contemplated transfer, does not relieve the contractor of these responsibilities.

(w) Contractor's Maintenance Program

(1) Consistent with the terms of the contract, the contractor's maintenance program shall provide for-

(i) Disclosure of need for and the performance of preventive maintenance;

(ii) Disclosure and reporting of need for capital rehabilitation; and

(iii) Recording of work accomplished under the program.

(2) Preventive maintenance is maintenance performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences. An effective preventive maintenance program shall include at least-

(i) Inspection of buildings at periodic intervals to assure detection of deterioration and the need for repairs;

(ii) Inspection of plant equipment at periodic intervals to assure detection of maladjustment, wear, or impending breakdown;

(iii) Regular lubrication of bearings and moving parts in accordance with a lubrication plan;

(iv) Adjustments for wear, repair, or replacement of worn or damaged parts and the elimination of causes of deterioration;

(v) Removal of sludge, chips, and cutting oils from equipment that will not be used for a period of time;

(vi) Taking necessary precautions to prevent deterioration caused by contamination, corrosion, and other substances; and

(vii) Proper storage and preservation of accessories and special tools furnished with an item of plant equipment but not regularly used with it.

(3) The contractor's maintenance program shall provide for disclosing and reporting the need for major repair, replacement, and other capital rehabilitation work for Capital Metro property in its possession or control.

(4) The contractor shall keep records of maintenance actions performed and any deficiencies in the Capital Metro property discovered as a result of inspections.

(x) Use of Capital Metro Property

(1) The contractor's procedures shall be in writing and adequate

(i) To assure that Capital Metro property will be used only for those purposes authorized in the contract and that any required approvals will be obtained, and

(ii) To provide a basis for determining and allocating rental charges.

(2) With respect to plant equipment with an acquisition value of \$5,000 or more, the procedures, as a minimum, shall-

(i) Establish a minimum level of use below which an analysis of need shall be made and retention justified, except for inactive plants and equipment retained for mobilization (the use level may be established for individual items or families of items, depending upon circumstances of use);

(ii) Provide for recording authorized and actual use consistent with the established use levels;

(iii) Require periodic analyses of production needs for plant equipment utilization based upon known requirements; and

(iv) Provide for prompt reporting to Capital Metro of all plant equipment for which retention is not justified.

(y) Property in Possession of Subcontractors

The contractor shall require any of its subcontractors possessing or controlling Capital Metro property to adequately care for and maintain that property and assure that it is used only as authorized by the contract. The contractor's approved property control system shall include procedures necessary for accomplishing this responsibility.

(z) Audit of Property Control System

Capital Metro may audit the contractor's property control system as frequently as conditions warrant. These audits may take place at any time during contract performance, upon contract completion or termination, or at any time thereafter during the period the contractor is required to retain such records. The contractor shall make all such records and related correspondence available to the auditors.

EXHIBIT E-1
ADDENDUM TO CONTRACTUAL TERMS AND CONDITIONS
FEDERALLY ASSISTED SUPPLY OR SERVICE CONTRACT

The Contractor clauses and provisions of this Exhibit apply to all Federally assisted supply and service contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract which may be in conflict therewith.

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) It is the policy of the Authority and the U.S. Department of Transportation (“DOT” or “U.S. DOT”) that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the DBE requirements of 49 C.F.R Part 26 apply to this Contract and all subcontracts awarded under this Contract.

(b) The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26, and the Authority’s DOT approved Disadvantaged Business Enterprise (DBE) program in the award of subcontracts and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy, as the Authority deems appropriate, including but not limited to:

- (i) Withholding monthly progress payments,
- (ii) Assessing sanctions,
- (iii) Liquidating damages, and/or
- (iv) Disqualifying Contractor or subcontractor from future bidding as non-responsible.

(c) Contractor shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Authority makes to the Contractor.

(d) If this Contract contains a defined DBE goal, the Contractor shall use the specific DBEs listed in its bid/proposal/offer to perform the work and supply the materials for which each is listed unless the Contractor obtains the Authority’s written consent. Accordingly, the Contractor may not terminate a DBE subcontractor listed in its bid/proposal/offer without the Authority’s prior written consent. Contractor actions covered by this subsection include, but are not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with: (i) its own forces or those of an affiliate; (ii) a non-DBE firm; or (iii) another DBE firm. Unless the Authority’s consent is provided under this clause, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. If the Authority provides its written consent, the Contractor shall comply with 49 C.F.R. 26.53(f) in executing the termination; the Contractor shall also comply with 49 C.F.R. 26.53(g) and use the delineated good-faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and maintain and provide relevant documentation regarding such efforts.

(e) Contractor shall make available upon request a copy of all DBE subcontracts.

(f) Contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower-tier subcontractors be performed in accordance with this clause.

(g) If subcontracts will be let, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek

unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) above, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) above.

(c) Withholding for Unpaid and Liquidated Damages. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payroll and Basic Records.

(1) The Contractor or Subcontractor shall maintain payroll records during the course of Contract work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 C.F.R. 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Authority, the Federal Transit Administration (FTA), or the Department of Labor. The Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (d) above, and also a provision requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) above.

3. CIVIL RIGHTS AND EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees to comply with the following requirements:

(a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex

(including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(e) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(f) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the provisions of this Contract, the Authority shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
- (2) cancellation, termination or suspension of the Contract, in whole or in part.

(g) Incorporation of Provisions. The Contractor shall include the provisions of paragraph (a) through (f) of this clause in every subcontract or procurement, including subcontracts or procurements for materials and leases of equipment, unless exempt by the applicable law or regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Authority, and, in addition, the United States to enter into such litigation to protect the interests of the Authority and the United States.

4. CLEAN AIR AND WATER ACT

(a) Definitions:

- (1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. § 7401 et seq.).
- (2) "Clean Air Standards," as used in this clause means:

(i) any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.

(ii) an applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. § 7410(d)]; or

(iii) an approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. § 7412(d)].

(3) "Clean Water Standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. § 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. § 1317).

(4) "Compliance," as used in this clause, means compliance with:

(i) Clean Air or Water Standards; or

(ii) a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or Subcontractor, sued in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. § 1251 et seq.).

(b) The Contractor agrees:

(1) to comply with all Clean Air Standards and Clean Water Standards.

(2) that no portion of the work required by the Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) that it will report all violations to FTA and the Regional Office of the Environmental Protection Agency;

(4) to use best efforts to comply with clean air standards and clean water standards at the facility in which the Contract is being performed; and

(5) to insert the substance of this clause into any nonexempt Subcontract, including this paragraph (b)(4).

5. ENERGY POLICY AND CONSERVATION ACT

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.).

6. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from it. However, this clause does not apply to this Contract to the extent that this Contract is made with a corporation for the corporation's general benefit.

7. BUY AMERICA PROVISION

(a) The Contractor agrees to comply with 49 U.S.C. 5323(j) and the FTA's implementing regulations found at 49 C.F.R. Part 661, the Build America, Buy America Act, Public Law 117-58, div. G, tit. IX, sections 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation (DOT),

and the Federal Transit Administration (FTA), which require that all steel, iron, manufactured products and construction materials used in FTA-funded projects are produced in the United States, unless DOT or FTA has granted a waiver or the product or material is subject to a general waiver. The provisions of the statutes and their implementing regulations and guidance are hereby incorporated by reference into this Contract. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid.

(b) If applicable, the Contractor also agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663.

8. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

This clause only applies to contracts in which materials, equipment, or commodities may be transported by ocean vessel in carrying out the terms of the contract. As required by 46 C.F.R. Part 381, the Contractor agrees:

(a) to utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates of United States flag commercial vessels; and

(b) to furnish within twenty (20) days following the date of loading for shipments originating with the United States, or within thirty (30) working days following the date of loading for shipments originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the Authority, (through the prime Contractor in the case of a Subcontractor's bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the project; and

(c) to insert the substance of the provisions of this clause in all Subcontracts issued pursuant to this Contract.

9. FLY AMERICA

The Contractor agrees that if Federal funds are used to fund international air transportation of any persons (and their personal effects) involved in or property acquired for the Contract, the transportation must be provided by U.S. flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation Transactions," 4 C.F.R. Part 52, and U.S. GAO Guidelines for Implementation of the "Fly America Act" B-138942, 1981 U.S. Comp. Gen. LEXIS 2166. March 31, 1981.

10. AUDIT AND INSPECTION OF RECORDS

(a) This clause is applicable if this Contract was entered into by means of negotiation and shall become operative with respect to any modification to this Contract whether this Contract was initially entered into by means of negotiation or by means of formal advertising.

(b) The Contractor shall maintain complete and readily accessible records and shall permit the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transcriptions. Such access requires the Contractor to provide timely and reasonable access for the purpose of interview and discussion related to such documents.

(c) The Contractor agrees to comply with the record-retention requirements in 2 C.F.R. 200.334 (previously 2 C.F.R. 200.333). Under such requirements, the Contractor shall maintain all books, documents, papers, and records required under the Contract for a period of at least three years after the date of termination or expiration of the Contract, or the disposition of all litigation, appeals, claims, or exceptions related to this Contract (whichever is later). The rights of access in this clause are not limited to the required retention period(s) but last as long as the records are retained.

(d) The Contractor further agrees to include in all subcontracts a clause that requires the subcontractor:

(1) To maintain complete and readily accessible records and to permit the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts, and transcriptions. The clause shall also require the subcontractor to provide timely and reasonable access for the purpose of interview and discussion related to such documents.

(2) To comply with the record-retention requirements in 2 C.F.R. 200.334 (previously 2 C.F.R. 200.333), the subcontractor shall maintain all books, documents, papers, and records required under the Contract for a period of at least three years after the date of termination or expiration of the Contract, or the disposition of all litigation, appeals, claims, or exceptions related to this Contract (whichever is later). The clause shall note that the rights of access in the clause are not limited to the required retention period(s) but last as long as the records are retained.

11. RESTRICTIONS ON LOBBYING

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 319 of Public Law 101-121, as implemented by the Department of Transportation in 49 C.F.R. Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the Contractor or Subcontractor at any tier, such disclosure form shall be furnished to the Authority.

12. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101, et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq.; Federal Transit law, specifically 49 U.S.C. § 5332; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (g) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (h) FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609;
- (i) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

- (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (l) Other Federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

13. OPERATIONS SERVICE CONTRACTS

If this is an operational service contract, the Contractor agrees to the following and agrees to include the substance of this clause in each subcontract that may involve operating public transit services:

- (a) Charter Service Operations. The Contractor agrees to comply with 49 U.S.C. § 5323(d), 5323(r), and 49 C.F.R. Part 604. The Contractor is prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one of the specified exceptions. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation; and
- (b) School Bus Operations. Pursuant to 69 U.S.C. § 5323(f) and 49 C.F.R. Part 605, the Contractor may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- (c) The Contractor agrees to include the above two clauses in each Subcontract associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

15. PRIVACY ACT

- (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.
- (b) The Contractor agrees to include the above clause in each Subcontract associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

16. NO OBLIGATION BY THE FEDERAL GOVERNMENT

(a) Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

(b) The Contractor agrees to include the above clause in each Subcontract associated with this Contract. The clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

17. NOTICE OF FEDERAL REQUIREMENTS

(a) The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Capital Metro's Master Agreement with the FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

(b) The Contractor is advised that Federal requirements applicable to this Contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this Contract. Any such changes shall also apply to this Contract and subcontracts at all tiers.

18. INCORPORATION OF FTA TERMS – FTA CIRCULAR 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by the DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of the FTA terms and conditions.

19. SEISMIC SAFETY REGULATIONS

To the extent applicable to Contractor's work, the Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

20. DRUG-FREE WORKPLACE PROGRAM

(a) As used in this clause:

(1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.

(2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, Quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, Seconal, codeine, barbiturates, Phenobarbital, or Valium.

(3) "Safety sensitive task" means each category of work performed at a construction workplace which, if performed by a person impaired by the effects of alcohol or a controlled substance:

(i) would pose a serious risk of death or personal injury to the employee or others in the vicinity; or

(ii) could compromise the quality of the construction in such manner as would impose a significant public safety risk in the operation of the Authority's public transportation system.

(4) "Drug-free workplace" means a site for the performance of work done in connection with the Authority's construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(5) "Employee" means an employee of a Contractor or Subcontractor who may be directly engaged in the performance of work under the Authority's construction contract.

(6) "Reasonable suspicion" means the presence or absence of specific criteria identified in the Contractor's drug-free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the Contractor's supervisory personnel with reasonable training in the identification of such criteria.

(b) The program shall provide for mandatory drug testing of employees who are to perform safety sensitive tasks under the following circumstances:

(1) All employees will be tested prior to assignment to the Authority's construction project to ascertain the use of controlled substances if the employee will be performing safety sensitive tasks; and

(2) When there is a reasonable suspicion that an employee is under the influence of alcohol or a controlled substance at the workplace; and

(3) When an employee has been involved in an accident or unsafe practice (as defined in the Contractor's safety program) at the workplace.

(c) The program may, at the Contractor's discretion, include mandatory employee drug testing under the following circumstances:

(1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use; or

(2) As part of a voluntary employee drug testing program.

(d) A random testing procedure to detect the use of alcohol or a controlled substance by employees performing safety sensitive tasks is required as part of the Contractor's program for the purpose of preventing or deterring hazardous performance. The procedure shall require that, at a minimum, five percent (5%) of the Contractor's employees will be randomly tested within the Contract period or within each year of the Contract period, whichever period is shorter.

(e) All testing by or on behalf of the Contractor because of a requirement in the Authority's Contract shall be conducted only for employees engaged (or to be engaged) in safety sensitive tasks and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the Contractor from adding its own additional testing requirements.

(f) The Contractor shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.

(g) The program must require each employee who will perform a safety sensitive task, prior to working under the Authority's Contract to:

(1) Acknowledge in writing the Contractor's drug-free workplace program; and

(2) Give advance written consent to any drug testing that may be conducted under the Contractor's program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The Contractor will agree, in connection with the employee's consent that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the Contractor is subject to a collective bargaining agreement:

(i) the procedure for obtaining the individual employee's acknowledgment and consent must be consistent with the Contractor's obligations under the collective bargaining agreement; and

(ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.

(h) The Contractor will establish a drug-free awareness program to inform its employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from the Authority.

(i) The Contractor's drug-free workplace program shall, at a minimum, include:

(1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards, laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of the Authority's construction contract.

(2) Procedures for the Contractor's employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.

(3) The criteria the Contractor will use for "reasonable suspicion" testing.

(4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is "impaired by the effects of" alcohol or controlled substance(s).

(j) The Contractor shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, tool boxes, purses, and packages.

(k) The Contractor agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of paragraph (b) through (j) of this clause. The Contractor shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from Subcontractors and records of drug or alcohol tests conducted during performance of the Contract. Such records shall be subject to inspection and audit by the Authority, and the Contractor's noncompliance may authorize the Authority to withhold all or any portion of any payments due the Contractor until the Contractor demonstrates compliance.

(l) As applicable, the Contractor also agrees to establish and implement a drug and alcohol testing program that complies with 49 U.S.C. § 5331, 49 C.F.R. Part 655, and 49 C.F.R. Part 40, produce any documentation necessary to establish its compliance with such requirements, and permit any authorized representative of the U.S. DOT or its operating administrations, any state oversight agency, and/or the Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before issuance of the Notice to Proceed and annually thereafter and to submit, by March 1 of each year of the term of the Contract, a Management Information System (MIS) report covering the previous calendar year to Capital Metro, Attn: Senior Director/Chief Contracting Officer of Procurement, 2910 East 5th Street, Austin, Texas 78702. To certify compliance the Contractor shall use the "Alcohol and Controlled Substances Testing" certification in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(m) A Drug-Free Workplace Program clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph (l) will be included in every Subcontract entered into in connection with this Contract.

21. RECYCLED PRODUCTS; 42 U.S.C. § 6962, 40 C.F.R. Part 247, Executive Order 12873, 2 C.F.R. 200.322

(a) Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or Contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

(b) Flow Down

These requirements flow down to all contractor and Subcontractor tiers.

(c) Recovered Materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

22. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS; 49 U.S.C. § 5310, § 5311, and § 5333, 29 C.F.R. Part 215

(a) Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

(b) Flow Down

These provisions are applicable to all contracts and Subcontracts at every tier.

(c) Transit Employee Protective Provisions

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(i) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(ii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor

agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

(iii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each Subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

(d) The Authority encourages the Contractor, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official Authority business or when performing any work for or on behalf of the Authority. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving”, Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 “Text Messaging While Driving”, Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010, available at https://www.transportation.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to:

(1) Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;

(2) Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and

(3) Encouraging voluntary compliance with the agency’s text messaging policy while off duty.

(e) The Contractor is encouraged to insert the substance of this clause in all tier Subcontract awards.

23. DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

(a) The Contractor agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and:

(i) Adopt and enforce policies that ban text messaging while driving in Contractor-owned or rented vehicles or, if applicable, Authority-owned vehicles; or while driving privately-owned vehicles when performing any Work for or on behalf of the Authority.

(ii) Conduct initiatives in a manner commensurate with the size of the business, such as,

(A) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(B) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) *Safety*. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-

owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract;

(ii) *Contractor Size.* The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision.* The Contractor agrees to include these Special Provisions of this Contract in its sub-contract agreements, and encourage its sub-contractors to comply with this Special Provision.

(b) For purposes of this paragraph, the phrase “text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise; it does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

24. VETERANS EMPLOYMENT

Capital Metro is a recipient of Federal financial assistance on this Contract. The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 5 C.F.R.) who have the requisite skills and abilities to perform the construction work required under the Contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

25. SEAT BELT

Seat Belt Use. The Contractor agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (a) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- (b) Including a “Seat Belt Use” provision in each of its sub-contractor agreements related to the Contract.

26. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Pursuant to Public Law 115-232, Section 889, and 2 C.F.R. Part 200, including §200.216 and §200.471, the Authority is prohibited from using federal funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use “Covered Telecommunications Equipment or Services” as a substantial or essential component of any system, or as critical technology as part of any system.

(b) As described in Public Law 115-232, section 889, “Covered Telecommunications Equipment or Services” is:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) Contractor shall not use or provide to the Authority Covered Telecommunications Equipment or Services in the performance of this Contract.

(d) Contractor shall insert the substance of this Paragraph in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(e) Contractor shall notify the Authority immediately if Contractor cannot comply with the prohibition during the performance of this Contract.

27. BUS TESTING

(a) The following applies to purchases or leases of any new bus model or any bus model with a major change in configuration or components to be acquired or leased with FTA funds.

(b) Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the Authority.

28. TRAFFICKING IN PERSONS

The Contractor agrees that it and its employees shall not, at any time during the performance of this Contract, do any of the following:

(a) Engage in severe forms of trafficking in persons, as defined Section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended, 22 U.S.C. § 7102;

(b) Procure a commercial sex act, as defined Section 103 of the TVPA, as amended, 22 U.S.C. § 7102; or

(c) Use forced labor, defined as labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery, in the performance of the Contract or permit the use of forced labor in the performance of any subcontract hereunder.

29. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

(a) Contractor shall comply with the following requirements of 2 C.F.R. Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. Part 1200.

(b) Contractor shall not enter into any "covered transaction" (as defined in the above-referenced regulations) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by

(i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200;

(ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180; and

(iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

(c) Contractor shall review the U.S.GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. Part 1200.

(d) Contractor will ensure that all subcontracts include a provision necessary to flow down these suspension and debarment provisions to all lower-tier covered transactions.

30. PATENT RIGHTS AND RIGHTS IN DATA

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. 401.2 (a) and Contractor is a small business firm or nonprofit organization performing experimental, developmental, or research work under that "funding agreement," the Contractor agrees that the use of any data produced or delivered under the terms of the Contract including, but not limited to, engineering drawings and associated lists, specifications, process sheets and technical reports, shall be governed by the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA. In addition, the Contractor agrees that it will not publish such data without the written consent of the Authority and, if appropriate, the Federal Government.

31. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS STANDARDS

The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless the Authority has obtained an exemption from the requirements and provided Contractor information regarding the exemption. The Contractor further agrees to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable Federal guidance.

32. NOTIFICATION OF LEGAL MATTERS

Contractor shall notify the Authority of any and all matters that Contractor knows or reasonably should know may affect the Federal Government's interests. This notification requirement includes, but is not limited to, current or prospective legal matters such as an actual or potential major dispute, breach, default, litigation, naming of the Authority or the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include but are not limited to, the Federal Government's interests in the Contract, the underlying Authority/FTA Agreement, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. Contractor agrees to include this clause in every subcontract awarded at every tier. Contractor shall further notify the Authority of any potential fraud, waste, or abuse occurring on the contract or Project.

33. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

Contractor agrees that, prior to entering into any subcontract, Contractor will require the subcontractor to provide a certification on Federal Tax Liability and Recent Felony Convictions, which should be identical to the certification that Contractor provided the Authority. If the prospective subcontractor cannot certify as to the statements, Contractor shall not enter into the subcontract absent Authority and FTA approval. Contractor agrees to include this clause in every subcontract awarded at every tier.

34. COVID-19 SAFETY REQUIREMENTS

The Contractor agrees to comply with the Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), as has been and may later be amended, and any other subsequent orders that may be issued. In addition, the Contractor shall comply with all applicable Authority policies and procedures, including those of the Authority's service contractors. The Contractor agrees to include this clause in each subcontract to this Contract and to require subcontractors to include the clause in all lower-tier subcontracts.

35. LIMITATION ON CERTAIN ROLLING STOCK PROCUREMENTS

(a) Pursuant to Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA 2020), Public Law 116-92 (Dec. 20, 2019) and 49 U.S.C. § 5323(u), the Authority is prohibited from using financial assistance under Chapter 53 of title 49 U.S. Code to award a contract or subcontract to an entity for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock:

(1) is incorporated in or has manufacturing facilities in the United States; and

(2) is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that -

(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;

(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416)

(a “Restricted Manufacturer”).

(b) For purposes of this provision, the term “otherwise related legally or financially” does not include a minority relationship or investment.

(c) Contractor shall not provide the Authority with rolling stock under this Contract if the rolling stock is from a Restricted Manufacturer or otherwise in violation of this prohibition.

(d) Contractor shall insert this provision in all applicable subcontracts and other contractual instruments.

(e) Contractor shall notify the Authority immediately if Contractor or any of its subcontractors cannot comply with this provision during the performance of this Contract.

EXHIBIT F – REVISED-4
SCOPE OF SERVICES
CONTRACTED BUS OPERATIONS & MAINTENANCE SERVICES

1. CONTENTS OF SCOPE

Due to the complex and lengthy nature of this solicitation, a framework of this Scope of Services is provided in this section to better identify the content elements of the document.

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2. DEFINITIONS

Accident: An unforeseen and unplanned event or circumstance. An event in which there is contact with another vehicle, fixed object or a person or animal which results in physical damage to property or a complaint of pain or an observable injury to any individual involved.

Accident (Collision), Vehicle:

- (i) Collisions that cause damage to a CapMetro vehicle.
- (ii) Because of a vehicle accident, a fatality is reported, a passenger is transported by EMS, an employee (CapMetro or Contractor) is injured, regardless of damage.
- (iii) Collisions where claimant calls in a claim for property damage/injury due to a CapMetro reported vehicle accident.
- (iv) Collisions between pedestrians and a CapMetro vehicle if injury is claimed.
- (v) Any other collision caused by a CapMetro vehicle where there is known damage regardless of whether a claim is made.

Accident (Incident), Passenger:

- (i) Passenger transported due to injury on a CapMetro vehicle.
- (ii) Passenger making a claim due to injury on a CapMetro vehicle that can be substantiated (as determined by CapMetro).

Action Plan: A written plan submitted by the Contractor at the request of CapMetro to address deficiencies or shortcomings.

Americans with Disabilities Act of 1990 (ADA): The Americans with Disabilities Act of 1990 (and 2008 amendment).

Airtime: For the two-way radio system, the frequencies made available for exclusive CapMetro use.

Asset Management System: See Enterprise Asset Management System.

Attendant: May also be referred to as a Personal Care Attendant (PCA). A person traveling as an aide requested by a person with a disability and having the same origin and destination as the person with a disability.

Authority: Capital Metropolitan Transportation Authority also referred to as "CapMetro", and "The Authority".

Automated Passenger Counter (APC): Automatic Passenger Counters count riders boarding and getting off the bus at each stop, and counts can be used for reporting and analysis.

Automatic Vehicle Location (AVL): Position determination via an automatic technology or combination of technologies, such as Global Positioning System (triangulation of satellite signals) and includes real-time reporting of that location to a dispatcher.

Block: A vehicle schedule, i.e., the daily assignment for an individual bus. One or more Runs may work a Block.

Body Damage: Any accident damage, and/or a ding, dent, scrape, bend, scratch, tear, and/or break in the exterior body panels that is easily visible from 3 feet away, including: broken or cracked glass; missing exterior pieces and/or trim that have been hit and knocked loose, or off; and painted bumpers that have been deformed at one time to have the paint cracked and creased.

Bomb Threat: Credible written or oral (e.g., telephone) communication threatening the use of an explosive or incendiary device for the purpose of disrupting public transit services or to create a public emergency.

Boarding: The entry of passengers onto a public transportation vehicle. Boarding starts with entering the vehicle and ends with the seating of each passenger and closure of the doors.

Business Day: Monday through Friday between the hours of 8 a.m. to 5 p.m., excluding CapMetro recognized holidays.

Bus Bridge: A temporary system of shuttle buses bypassing a failure in some other mode of transit.

Bus Services/Bus Transit Services: The service of operating and maintaining the buses. The fixed route bus services are commonly multiple stop routes operating within neighborhoods and may include service directly to Park & Rides, Transit Facilities, the University of Texas, Downtown Austin, and along Bus Rapid Transit routes.

CAD/AVL: Computer Aided-Dispatch/Automatic Vehicle Location system which includes equipment on the bus, dispatch workstations, software loaded on laptops and infrastructure. The system is used to assist dispatchers in managing buses and drivers, route and schedule adherence, on time performance, communicating with drivers via data messages, and logging incidents.

Capital Metropolitan Transportation Authority: (Used interchangeably with “CapMetro”, “The Authority”) the public transportation authority that operates bus, paratransit and commuter rail services for Austin and several suburbs in Travis and Williamson counties.

Capital Area Rural Transportation System: Regional transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Travis and Williamson counties.

CapMetro Rapid: Bus Rapid Transit (BRT) branded service of CapMetro.

Cash Box Vaulting: Removal of the cash box from the fare box, insertion of the cash box into the vault for emptying and replacing the empty cash box into the fare box from which it came. This activity is completed immediately following fare box probing.

Collective Bargaining Agreement (CBA): The contractual agreement between an employer and a labor union that governs wages, hours, and working conditions for employees and which can be enforced against both the employer and the union for failure to comply with its terms.

Comfort Stop: Facility designated for use by bus operators along established CapMetro bus routes for the purposes of personal relief.

Computer Aided-Dispatch/Automatic Vehicle Location (CAD/AVL): System that connects vehicles to dispatching software. It automatically collects vital data used by dispatchers (CAD) such as bus GPS locations (AVL) to manage schedule adherence, breakdowns and emergencies. It also integrates with other systems to pass information to in-vehicle equipment (headsigns, annunciators, etc.) and passenger information systems (website and mobile applications).

Commuter Rail: A transit mode that is an electric or diesel propelled railway for urban passenger train service consisting of local short distance travel operating between a central city and adjacent suburbs.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between CapMetro and the Contractor for completion of the work under the Contract.

Contracted Local Law Enforcement: A local police department, sheriffs or Department of Public Safety (DPS) agency contracted by CapMetro to provide security services.

Contracted Security Force: Non-sworn security guards (i.e., not sworn police officers) contracted by CapMetro to provide security.

Contracting Officer's Technical Representative: The COTR is responsible for monitoring the Contractor's progress in fulfilling the technical requirements specified in this contract. The COTR maintains administration records, approves invoices and performs periodic (month/quarter/annual) monitoring reports to confirm the Contractor is meeting the terms and conditions under this contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with CapMetro for the performance of Services or work under the Contract.

Controller, Radio: An individual who maintains radio contact with Vehicle Operators used in providing service, monitors location and availability of vehicles in real time, ensures timely transport of passengers, handles issues and service disruptions encountered and ensures operational data is correctly reconciled in dispatching applications.

Customer: Synonymous with the defined term “Passenger”.

Digital Video Recorder (DVR): The component permanently installed in the radio box but does not include the HDD or cables.

Dispatcher, Run: An individual responsible for monitoring the duties performed at the dispatch window as operators report to work. They manage work assignments and assign open or unfilled work consistent with the Collective Bargaining Agreement (CBA).

Downtown Austin: The central business district (CBD) of Austin, Texas. Downtown is located on the north bank of the Colorado River. The approximate borders of Downtown include Lamar Boulevard to the west, Martin Luther King, Jr. Boulevard and the University of Texas at Austin to the north, Interstate 35 to the east, and Lady Bird Lake to the south.

Driver: See definition of Operator.

Early Departure: Departure of a revenue vehicle from a time point prior to the scheduled departure time.

Enterprise Asset Management System: The management of the maintenance of physical assets of an organization throughout each asset's lifecycle. EAM is used to plan, optimize, execute, and track the needed maintenance activities with the associated priorities, skills, materials, tools, and information. This covers the design, construction, commissioning, operations, maintenance and decommissioning or replacement of plant, equipment and facilities (Also: Asset Management System).

Fare: Payment required from each Passenger for a ride on any mode of transportation provided by CapMetro.

Farebox Probing: Extracting data from the farebox. This activity also unlocks the cash box and is followed by Cash Box Vaulting.

Fare Structure: The method set up to determine how much is to be paid by various passengers using the system at any given time.

Fire: Uncontrolled combustion made evident by flame and / or smoke that requires suppression by equipment or personnel.

Fixed Route Services: Public transit service in which a revenue vehicle is operated along predefined routes on a fixed time schedule.

Frontline Personnel: Staff required to perform basic, frontline transit jobs, including, but not limited to: Bus Operators, Mechanics (Maintenance Technicians), Service Island/Utility Workers, parts clerks, road supervisors, maintenance supervisors, third-party testers, and run dispatchers.

General Manager: The individual designated by the Contractor to manage the services daily and who represents the Contractor in contract administration.

Hard Disk Drive (HDD): The component that stores video footage and can be removed from the DVR for reviewing by means of a docking station.

Hazardous Materials Spill: The spill or release of any amount of hazardous material that creates an imminent danger to life, health, or the environment and requires special attention to be given to clean up the material.

Hard Disk Drive (HDD): The component that stores the video footage and can be removed from the DVR for reviewing by means of a docking station.

Headway: The time interval between vehicles moving in the same direction on a particular route.

Incident: Any unusual occurrence (excluding a vehicle or passenger Accident), disruption or misconduct involving service that results or has the potential to result in property damage, personal injury, commission of a crime including assault, harassment or reports thereof.

Key Personnel: means the General Manager, Operations Manager/AGM, Director of Maintenance and Safety Manager.

Late Departure: Departure of a revenue vehicle from a time point more than five minutes after the scheduled departure time.

Maintenance Buildings: Facilities where maintenance activities are conducted including garages, shops (e.g., body, paint and machine) and operations centers.

Lost Time: The amount of time that scheduled revenue service is not performed.

Major Repair: Repairs to major vehicle systems or components, including engine rebuilding, transmission rebuilding, differential/rear axle rebuilding, and major body repair. Often referred to as heavy repair.

MetroBus: Local, Crosstown, and Flyer route branded service of CapMetro.

Missed Service: Any length of time that a Run is not operated as scheduled by CapMetro.

Missed Trip: A scheduled trip that did not operate, in whole or in part, for a variety of reasons including operator absence, vehicle failure, Radio or Run Dispatch error, traffic, accident or other unforeseen reason.

Mobile Data Terminal (MDT): A device that allows digital communication between a vehicle and a central office.

National Safety Council (NSC): The National Safety Council (NSC) is a 501(c)(3) nonprofit, nongovernmental public service organization promoting health and safety in the United States of America. Headquartered in Itasca, Illinois, NSC is a member organization, founded in 1913 and granted a congressional charter in 1953.

Non-Preventable Accident: A collision in which the Vehicle Operator did everything reasonably possible to avoid the collision.

Non-Revenue Vehicle (NRV): A vehicle used to support the provision of public transportation service. NRV's are not regularly used to transport customers but may be used for transportation on an ad hoc basis when revenue vehicle failures occur. Also known as a Support Vehicle.

Observation Report: A written record of CapMetro Quality Assurance audits, inspections or reviews that may require a written response by the Contractor.

OEM: Original Equipment Manufacturer.

One-way Revenue Trip: The one-way operation of a revenue vehicle between two terminal points on a route. Trips are generally noted as inbound, outbound, eastbound, westbound, etc. to identify directionality when being discussed or printed. A one-way revenue trip does not include both legs of an interlined route.

Operations: The day-to-day delivery of service, including bus service, vehicle maintenance, fleet cleaning and fueling and all other services required to deliver services identified in the Contract.

Operations Control Center (OCC): The Operations Control Centre (OCC) is the communications central hub of transit operations that manages the transport of customers by operators, supported by field staff and emergency response of day-to-day activities in public transportation.

Operations and Maintenance Oversight: The division of CapMetro that is responsible for the overall operations and administration of transportation services offered within the CapMetro service portfolio.

Operator: The personnel scheduled to operate the vehicles in the delivery of Bus service. Also referred to as Drivers or Vehicle Operators.

Paddle: Specific start and end times, time points and line instructions for one specific block.

Park and Ride: Park and ride lots provide parking for people who wish to transfer from private vehicles, bicycles, and other modes to public transit or carpools/vanpools.

Pass Through Costs are defined as actual costs incurred by the Contractor, and approved by the Authority, without any markups and/or overhead, which are supported by actual receipts.

Passenger: Any person being transported. Used interchangeably with "Rider" and "Customer" in this document.

Performance Deficiency Credit (PDC): A fixed dollar amount for Contractor's failure to perform a specific obligation under this Contract which amount shall be reflected as a credit against amounts owing Contractor under the Contract; a penalty under Texas Transportation Code Section 451.137.

Preventive Maintenance Inspection (PMI): The PMI includes the Inspection, the Repetitive, and the Preventive Maintenance Repairs. A PMI is a scheduled event of condition-based inspection and maintenance of vehicle systems, components, and functions against established criteria. The Repetitive are a mileage and time-based set of maintenance tasks and steps that are performed after the Inspection, and before the PMI repairs. The PMI Repairs are those repairs generated from the list of defects from the Inspection. All repairs are to be completed prior to the vehicle being returned to service. All work is to be completed in accordance with the standards identified in the Scope of Services. Once a vehicle begins its PMI, it is to remain out of service until all repairs are complete.

Preventable Accident/Collision: A collision in which the Vehicle Operator failed to do everything that reasonably could have been done to avoid it.

Price per Vehicle Service Hour (VSH): The dollar amount charged to CapMetro for each hour of service provided by the Contractor in a CapMetro-branded vehicle. VSH are measured from gate-to-gate.

Project/Program Manager: The CapMetro technical representative who has been designated as having the responsibility for assessing the Contractor's technical performance and progress, inspecting, and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptability of the Contractor's work in its entirety or any portion thereof, as required by the Contract Documents.

Project: The implementation of the requirements of the Contract, including this **Exhibit F – Revised-4**.

Property Damage: The estimated dollar value of all property that is damaged in an Incident. This includes CapMetro-owned property and other vehicles and property involved in the Incidents that are not owned by CapMetro.

Proposal: A Contractor's response to this RFP.

Public Transportation: As defined in the Federal Transit Act, "transportation by a conveyance that provides regular and continuing general or special transportation to the public.

Public Transportation Agency Safety Plan: The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329.

Quality Assurance (QA): The systematic monitoring and evaluation of the various aspects of the service provided to maximize the probability that minimum standards of quality are being attained.

Quality Control (QC): The process by which the quality of all factors involved in fulfilling contract provisions is reviewed.

Qualified Instructor: A person responsible for instructing operator trainees. Persons designated as a "qualified instructor" for bus operator training must have a record of safe driving and at least two (2) years of experience driving professionally and demonstrated the ability to provide high-quality customer service.

Queue Bus (QBus)/Run as Directed (RAD): A vehicle used in place of the assigned vehicle to provide revenue service until the assigned vehicle can return to service.

Radio Controller: An individual in the Operations Control Center (OCC) who maintains radio contact with Vehicle Operators used in providing service, monitors location and availability of vehicles in real time, ensures timely transport of passengers, handles issues and service disruptions encountered and ensures operational data is correctly reconciled in dispatching applications.

Recovered Service: The time when the queue or run as directed bus resumes revenue service and operates until the regular service bus returns to service.

Recovery Time: The time scheduled at the end of the route before the departure time of the next trip. This is designed to provide time to get back on schedule.

Revenue Transit Vehicle: A vehicle which transports CapMetro Passengers.

Rider: See definition of Passenger.

Road Call: A road call occurs when a failure of any component or system on a bus causes the bus to be unable to complete its scheduled service without repair.

Route: A specified path taken by a transit vehicle usually designated by a number or a name, along which passengers are picked up or discharged.

Run: A Vehicle Operator's daily work assignment. One or more runs can work a single Block. A Run may include multiple Blocks. A Vehicle Operator's schedule is primarily determined for each sign-up period through the Run-cutting process where bus schedules are integrated with driver assignments.

Run-cutting: The process of generating daily bus driver work assignments in a cost-efficient manner to meet all contract requirements negotiated between the union and the employer.

Run Dispatcher: An individual responsible for monitoring the duties performed at the dispatch window as operators report to work. They manage work assignments and assign open or unfilled work consistent with the Collective Bargaining Agreement (CBA).

Safety Management System (SMS): The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Scheduled Revenue Service: Service scheduled to be provided for transporting passengers.

Security Incident: An occurrence of a Bomb Threat, bombing, arson, hijacking, sabotage, cyber security event, assault, robbery, rape, burglary, suicide, attempted suicide, larceny, theft, vandalism, homicide, fare evasion, trespassing, nonviolent civil disturbance, or CBR (chemical/biological/radiological) or nuclear release.

Service Animal: An animal that is specifically trained to perform tasks for a person with a disability.

Service Area: CapMetro's service area currently encompasses the City of Austin and the surrounding communities of Leander, Lago Vista, Jonestown, Manor and San Leanna, as well as the unincorporated area of Travis County within Precinct 2, the Village of Point Venture, the Anderson Mill area of Williamson County, and some portions of Williamson

County Precincts 1 and 2. In addition, CapMetro provides service to Round Rock and Georgetown through interlocal agreements with those cities.

Service Interruption: An unplanned event (e.g., Accident, Incident, Mechanical, Detour/Blockage, Pull Out – Shortage of Operators/Buses) that result in the loss of service or change out of vehicle.

Services: The services to be performed by the Contractor as described in the Scope of Services, including, but not limited to, aspects of Bus Services as set forth in this Scope of Services.

SharePoint: A web-based, collaborative platform that integrates with Microsoft Office and primarily used document management and storage system.

Staffing and Personnel Plan: The plan attached as Exhibit C that outlines staff needed to fulfill the Bus Transit Services including vehicle operators, vehicle maintenance technicians, facility and building maintenance personnel, electronics technicians, supervisory, and administrative personnel. The Staffing and Personnel Plan may be modified at any time by CapMetro.

Supplemental Service: Scheduled when events, detours or other planned activity is expected to increase the demand for service.

Support Vehicle: See definition of Non-Revenue Vehicle (NRV).

Time Point: A designated location and time used to define the schedule for a Revenue Vehicle.

Transit Facilities: Transit facilities are large multimodal bus stops where buses on several routes converge to allow riders the opportunity to change buses or transfer to other modes.

Total Miles: Total miles recorded on the revenue vehicle including miles incurred during breaks, fueling, scheduled and unscheduled maintenance periods and training.

Trip: The operation of a revenue vehicle between two terminal points on a route. Trips are generally noted as inbound, outbound, eastbound, westbound, etc. to identify directionality when being discussed or printed.

Unreported Vehicle Damage: Any damage found to a vehicle that was not reported or covered in an accident report.

UT Service (University of Texas Bus Service): Designated routes designed to meet the needs of students of the University of Texas.

Vandalism: The willful or malicious destruction or defacement of transit property or vehicles.

Vehicle: A transportation vehicle operated pursuant to this Contract. Also referred to in this Scope of Services as a transit vehicle, public transportation vehicles, and transportation vehicle.

Vehicle Miles: The miles that vehicles travel while in revenue service (actual vehicle revenue miles) plus deadhead miles. Actual vehicle miles exclude miles for special event service, operator training, and vehicle maintenance testing.

Vehicle Service Miles (VSM): The mileage from the time a vehicle leaves the gate to the time the vehicle returns to the gate less miles incurred during breaks, fueling and scheduled and unscheduled maintenance periods.

Vehicle Operator: Synonymous with Driver and Operator. Direct-hire employees of the Contractor with whom CapMetro contracts service to operate vehicles transporting passengers.

Vehicle Service Hours (VSH): The time a vehicle leaves the gate to the time it arrives at the gate from the last scheduled time point. Not included as part of VSH are pre-trip inspection time and scheduled or unscheduled maintenance periods (vehicle breakdowns).

3. CAPMETRO BACKGROUND AND OVERVIEW

3.1 CapMetro seeks a qualified Contractor to operate and maintain its Bus Services within the CapMetro Service Area. Contractor will provide administration of Bus Transit Services, including the direct management of all Frontline Personnel CapMetro staff will establish the strategies and tactics needed to ensure excellent service daily. Contractor will employ and manage an engaged workforce of Frontline Personnel and ensure a positive and effective relationship with ATU Local 1091. The Contractor shall establish and maintain the employment, labor relations functions and human resource processes to provide exemplary transit services and create an exemplary workplace environment.

The Contractor shall employ and manage represented employees and provide the personnel management services for those positions. The Contractor agrees to use all reasonable efforts to accomplish:

- (i) Increase ridership.
- (ii) Develop and implement FTA's National Public Transportation Safety Program and it's Safety Management System Framework.
- (iii) Adhere to financial performance and service quality objectives in the service contract.
- (iv) Provide superior customer service.
- (v) Assure the finest public image for the transit system.
- (vi) Comply with all relevant Federal Transit Administration regulations and administrative directives.
- (vii) Comply with all relevant Texas Department of Transportation regulations and administrative directives.
- (viii) Provide data, analysis or support as required to all reporting requirements.
- (ix) Manage represented employees in accordance with the collective bargaining agreement.
- (x) Maintain a good working relationship with local 1091 of the Amalgamated Transit Union.

3.2 The operations and maintenance of transit services described herein include fixed route, fixed schedule transit service, including regular routes, express routes, campus routes and public services to special events. The rail service is operated by a different contract operator, but this contract supports the rail service with bus bridges as required by notice from CapMetro.

The Contractor is responsible for the Personnel Management of employees associated with providing transit functions for all line operations, direct support functions and their supervision functions. CapMetro oversees and directs the work plans associated with providing the transit functions for all line operations. This contract does not include the staff functions beyond those associated with personnel employee management. CapMetro personnel manage the accounting, marketing, purchasing, grant administration, budget administration, service planning, general management and related functions. Employees of the Contractor are required to follow all established standard operating policies as developed and established by CapMetro.

The Contractor shall provide all supplies required to support staff engaged in the personnel management of employees associated with providing transit functions. The fleet, support vehicles, fuel tanks, bus wash, lift equipment, passenger shelters, transit centers and operations facility are owned by CapMetro and will remain available to the Contractor for the sole use as the CapMetro transit system.

3.3 The transit services provided by CapMetro began in 1985. Services have expanded to include forty nine (49) regular fixed routes (<https://www.capmetro.org/ourservices/busroutes>), twelve (12) special bus routes, eight (8) express bus routes, nineteen (19) routes open to the public serving the University of Texas at Austin, one commuter rail line, demand response service in several zones, system-wide Americans with Disabilities paratransit service, and vanpool services. This RFP covers the various fixed route bus services. The system is funded by Federal Transit Administration grants (5307, 5311, 5339 and 5310), Texas Department of Transportation grants, the local option sales tax and fare revenue. There are 435 transit buses in the revenue vehicle fleet serving fixed routes. Vanpool (257 vehicles), ADA services (213 vehicles) and commuter rail (10 sets) services are also offered. A large property tax increase was approved in November 2020 for the purpose of dedicating new revenue to the implementation of Project Connect including new light rail, bus rapid transit and transit frequency enhancements. The commuter rail, paratransit and demand response services are provided by separate contracts and are not part of this RFP except for the bus transit bridges and related emergency transit service substitution.

3.4 **Cooperation.** CapMetro will consistently refine the service delivery process to ensure that the highest possible quality of service is provided. Given the nature of this project, CapMetro is seeking Contractors that will bring a positive attitude and significant management expertise to CapMetro transit operations. The Project may undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. CapMetro is looking for Contractor's that will work cooperatively with CapMetro on these changes. The Contractor shall make recommendations to CapMetro management about operational or process changes as they become apparent. The Contractor is expected to work with CapMetro in the ongoing development of policies and procedures which will establish and maintain operating methods, procedures and protocols for all to follow. The Contractor shall be open to change, development and flexibility to achieve an integrated, smoothly operating transportation service. It will be unacceptable for Contractors to react to suggestions for change or modification of their procedures with resistance. Contractor should view this Project as a team and a collaborative effort striving for decisions which result in a mutually beneficial outcome.

3.5 **Passengers.** CapMetro passengers are the core of CapMetro's transit service; therefore, customer service is of paramount importance that Passengers are transported within a safe, comfortable, clean, and secure environment during all phases of their trips. The Contractor shall endeavor to provide the systematic approach necessary to provide safe, reliable, customer service with compassion and understanding, and provide the support services in maintenance, operations and administration to meet Passenger needs. The Contractor shall ensure that its employees respond to Passenger inquiries and requests in a positive, prompt and appropriate manner.

3.6 **CapMetro Responsibilities.** CapMetro shall be responsible for all aspects of CapMetro's bus transportation services not specifically assigned to the Contractor in this Contract.

3.7 **Financial Responsibilities.** The Contractor will be responsible for the entire cost of represented personnel provided by their company, inclusive of all compensation, fringe benefit costs, labor relations, employment grievances, arbitrations, penalties, compromise settlements and related costs. These costs will be reimbursed by CapMetro based on certified payroll information with special emphasis on payment only for filled positions.

Prohibited Reimbursements: CapMetro shall not reimburse any expenses related to payment for labor fines, penalties or settlements that arise from missed deadlines or labor code infractions.

The general liability costs, worker compensation costs, automobile liability costs, errors and omissions costs, professional liability costs, and umbrella liability costs shall be itemized in the risk management section of the price proposal.

The costs of non-bargaining unit personnel that are provided by the Contractor pursuant to the original proposal shall be itemized in the staff section of the price proposal. The other costs for general and administrative costs shall be itemized in the administrative section of the price proposal. These eligible costs will be compensated by CapMetro on a fixed price per month basis.

4. **SERVICE AND FACILITY OVERVIEW**

4.1 **Purpose.** The Contractor shall provide safe, reliable and dependable public transportation services to customers in central Texas. The service includes direct operation of Bus Services and the performance of ongoing routine and preventive maintenance of the facility buildings, and equipment.

4.2 **Facility Locations.** The CapMetro facilities ("Facilities") provided for this service are the East Fifth Operations and Maintenance Facility located at 2910 East 5th Street, Austin, Texas 78702 and the North Operations and Maintenance Facility located at 9315 Old McNeil Road, Austin, Texas 78758. CapMetro will occupy portions of both facilities.

4.3 **Meeting Space.** The Contractor will have access to shared meeting space (conference rooms, etc.) within CapMetro facilities on a reservation basis.

4.4 **Furniture.** Basic office furniture will be provided by CapMetro and may be in a used condition.

4.5 **Vending Machines.** Vending machines within the Facilities are managed by CapMetro. The Contractor must not install vending machines at the Facilities.

4.6 **Utilities.** CapMetro will provide water, sewer and electrical utilities.

4.7 **Services.** The Contractor will be required to directly operate Bus Services and its staff will perform the ongoing routine and preventive maintenance activities for Vehicles, buildings and equipment as directed by and in collaboration with CapMetro. Bus Services are commonly multiple stop routes operating within neighborhoods and may include service directly to Park & Ride and Transit Facilities, and Downtown Austin. The Contractor must obtain and keep current all required licenses, permits and certifications to operate Bus Services throughout the term of the Contract.

4.8 **Responsibilities.** The key responsibilities of this Contract include direct operation of bus service, performing vehicle maintenance, run dispatching, street supervision, performing the ongoing routine and preventive maintenance of the facility buildings and equipment, and managing employee engagement and labor relations.

4.9 **Reserved.**

4.10 **Service Delivery.** The Contractor shall provide Services in a safe, courteous, professional, dependable manner and in accordance with trip schedules and other schedules provided by CapMetro.

4.11 **Hours of Service.** Bus Service is provided 24 hours a day, seven days a week, 365 days a year. The Contractor will be expected to provide service during all requested hours. Hours of service are subject to change at the discretion of CapMetro.

4.11.1 Route detail information for all scheduled Bus Service is provided in the CapMetro Website- www.capmetro.org.

4.11.2 The phasing of new Bus Services and changes to existing Bus Services will coincide with regular service change periods which are typically: Mid-January, Late-May/Early June and Mid-August. Exact dates for new operation of Bus Services will be determined by CapMetro and coordinated with the Contractor to ensure sufficient time to meet obligations for the selection of work.

4.12 **Adjustment to Service.** CapMetro reserves the right to adjust Bus Service at any time. Modifications to services include, but are not limited to holiday modified schedules, extending, deleting or adding routes, or parts of routes, and expanding or decreasing scheduled service hours. Scheduled service hours are determined by CapMetro. CapMetro may make changes to facilitate additional service or reductions in service. Those changes will be provided to the Contractor with advanced notice as determined by CapMetro to meet obligations for the selection of work.

4.13 **Special Event Service.** The Contractor from time to time will be required to provide special event service requested by CapMetro. These services vary from year to year. When special event services are operated, adequate field supervision and dispatch services shall be assigned to support the additional service.

4.14 **Rail Bus Bridging.** As directed by CapMetro, the Contractor shall periodically coordinate with CapMetro's rail staff in the planning, training, practice exercises and implementation of bus bridging efforts during times of service interruptions or inoperability of the rail system for any reason. Rail bus bridging includes, but is not limited to, the transport of passengers between designated rail stations or bus stops during service interruptions. CapMetro may, at CapMetro's sole discretion, call upon other CapMetro contractors to assist in a Bus Bridge. The Contractor agrees to work cooperatively with CapMetro staff and other stakeholders that are called upon to assist in emergency Bus Bridge operations.

4.15 **Route and Schedule Planning.** CapMetro is responsible for route and schedule planning for the Services under the contract.

The published service can be found at www.capmetro.org. The changes to service required by CapMetro will be met with the changes in cost compensation directed by the proposal price forms. Changes may be proposed by the Contractor yet are subject to policy approval by CapMetro.

The routine service changes will be communicated by CapMetro to the Contractor each seasonal service change interval in sufficient lead time to fit with the Bus Operator and Maintenance Technician mark-up. There will be no less than three seasonal changes per year.

4.15.1 CapMetro will provide electronic copies (in PDF format) of headways and paddles for all Bus Services that the Contractor will operate. The Contractor will be responsible for making copies for its use and distribution.

4.15.2 The final manifests, run cuts, bid boards and related documents are the responsibility of CapMetro in collaboration with the Contractor. If there is any need for clarification of the new routes, schedules or services it is the responsibility of CapMetro to clarify these assignment questions before the implementation date of the services or of the labor agreement mark-up.

4.15.3 CapMetro will provide all route scheduling and Run Cutting services for the Contractor. The Contractor and Union representatives may collaborate with Cap Metro staff to inform schedule parameters surrounding each run cut.

4.15.4 CapMetro and the Contractor will meet to determine appropriate schedules for providing route and schedule information to meet the Contractor's obligations for the selection of work.

5. **ADMINISTRATIVE OFFICE EQUIPMENT AND SERVICES**

5.1 **Copiers and Printing.** The Contractor shall be responsible for providing its employees with any printers, copiers, fax, scanning, or other related business or finishing services necessary to operate daily business.

5.2 **Desktop Computers.** The Contractor is responsible for all desktop computers in the Contractor's office areas. Any technology infrastructure or computer hardware or software that the Contractor needs and is not explicitly described

as being provided by CapMetro in this **Exhibit F – Revised-4** or in a specific attachment is the sole responsibility of the Contractor. The Contractor shall comply with industry-standard information security best practices, including, but not limited to, system hardening, use of antivirus software, operating system patching, firewalls, and other security controls.

5.3 **Equipment.** The Contractor shall provide any equipment or infrastructure needs not explicitly described as being provided by CapMetro in the Contract or included as part of an attachment.

5.4 **Cable TV.** CapMetro will provide basic cable television service.

5.5 **Phones.** CapMetro will provide a telephone system for the Contractor’s use at the Facilities. CapMetro will provide domestic long distance (within the continental United States) service. The Contractor will be required to utilize a third party or calling card for international long distance. Additional phones will be handled by submitting requests to CapMetro I.T. Department.

5.5.1 All telephone lines used for communication with Customers for the purpose of addressing Customer call report resolution and accident/incident follow up shall be recorded and retained for a period not less than forty-five (45) days from the date of the call. Resulting audio recordings shall be provided to CapMetro upon request.

6. **TECHNOLOGY AND COMMUNICATION**

6.1 **Office Infrastructure and Computer Networks.** CapMetro will provide basic infrastructure for office work at the Facility, including the existing wiring for computer and telephone systems. The Contractor must provide and maintain needed network equipment, including switches. Any modification and addition of any infrastructure must be approved in advance by CapMetro.

6.2 **Internet/Wi-Fi.** The Contractors shall be required to provide their own internet services. The Contractor is responsible for providing their own facility Wi-Fi service or mobile hot spots, except where specifically indicated by CapMetro. The Contractor shall seek permission from CapMetro prior to installing such equipment at the Facility to ensure there are no conflicts with existing CapMetro systems. VPN access to CapMetro’s networks will not be granted to the Contractor under this Contract.

6.2.1 The Contractor shall be responsible for providing its employees with any online or local access to office products required to operate daily business. This includes, but is not limited to, products in the Microsoft Office suite (e.g., Microsoft Word, Excel, etc.), financial systems, human resources systems, and any other corporate-use software outside of CapMetro’s network.

6.3 Any technology infrastructure or computer hardware or software that the Contractor needs and is not explicitly discussed in this Contract or not explicitly detailed as being part of this Contract is the sole responsibility of the Contractor.

6.4 Unless explicitly stated otherwise, CapMetro will not provide any computers, copiers, printers or fax machines. The Contractor will be required to configure and maintain internal network of office equipment.

6.4.1 Printing on CapMetro printers shall only be done when using CapMetro networks such as Citrix.

6.4.2 CapMetro will provide the following devices and support:

6.4.2.1 Enterprise Asset Management (currently Hexagon) workstations for vehicle maintenance bays.

6.4.2.2 Computer-Aided Dispatch / Automatic Vehicle Location (currently OrbCAD) workstations for dispatch.

6.4.2.3 Dispatch and Scheduling application (currently Trapeze v18) workstations and swipe-in/badging peripherals for dispatch.

6.4.2.4 Digital Video Recorder systems (currently Apollo, MobileView) PC desktop and software only.

6.4.2.5 Swiftly.

6.5 **Access Security and Training.** CapMetro requires all Contractor staff with access to CapMetro networks, equipment, and software to take part in mandatory CapMetro End User Security Awareness Training on an annual

basis. Additionally, each Contractor employee working on CapMetro networks, equipment, data, and/or software shall be required to agree in writing to abide by all applicable CapMetro security policies and procedures prior to being allowed to access (either on-site or remotely) CapMetro facilities, networks, equipment, data, or software.

6.5.1 The Contractor shall notify CapMetro of separated employees and complete a CapMetro IT access termination request form within 24 hours of that employee's separation from employment with the Contractor.

7. ADMINISTRATIVE TECHNOLOGY

7.1 **SharePoint.** CapMetro makes use of the document storage and team collaboration tools found in Microsoft SharePoint. The Contractor shall be granted access to CapMetro's Operations Extranet (shared by all providers) as well as assigned a site of its own, administered by CapMetro staff. This site shall be used ONLY to store content to be shared between CapMetro and the Contractor. Additional features at present include access to policy and procedure documents, contact lists, service impact information, active site evaluations, and more. CapMetro shall provide a login for each worker who needs access.

7.2 **Email.** The Contractor shall be responsible for providing its employees with company-issued individual user email accounts for daily use. The Contractor's employees must only use their company-issued email accounts in connection with the performance of all services and work performed under the Contractor. If an employee is required to have a CapMetro email account, the employee is required to take the annual cyber security training and sign off CapMetro IT policies. Additionally, staff needing remote access will be required to use multi-factor authentication.

7.2.1 The Contractor shall create (at a minimum) email distribution lists for its Run Dispatch team, field supervisor team, vehicle maintenance supervision team, building maintenance team and leadership team that can be accessed from outside the Contractor's network through an email address. This will allow CapMetro to add the Contractor to its internal contact lists. The membership of these email distribution lists shall be kept current by the Contractor.

7.3 **Customer Relationship Management (CRM).** CapMetro's Customer Service Department is the central receiving point of all customer feedback. CapMetro shall provide the Contractor with read-only access to Salesforce software for this purpose.

7.4 **Emergency Notification System.** CapMetro uses an emergency notification system (currently Everbridge) to send voice, email, or text messages to CapMetro employees and Contractors about such events as building evacuations, active shooter events, etc., occurring at CapMetro facilities. CapMetro requires that all core operations staff (Leadership, Road Supervisors, Radio, and Run Dispatchers) enroll in this system. All other on-site staff and Vehicle Operators may opt into the notification system as desired; however, Vehicle Operators on duty should receive their primary notifications through Radio or Run Dispatch.

7.5 **Support Services.** ServiceNow is CapMetro's IT Help Desk Application. All Contractors will be granted access and be allowed to file a trouble or request ticket for every issue or outage concerning CapMetro-provided technology (<https://capmetro.servicenow.com/>). For priority issues, please call 512-389-7570 or otherwise directed by CapMetro. The IT Help Desk is staffed Monday – Friday, 8:00 a.m. – 5:00 p.m. local prevailing time. After-hours assistance is available only for emergencies and requires a telephone call. See Attachment - CapMetro IT Incident Response Process for more information, including service level expectations based on degree of urgency. The Contractor shall perform front-line troubleshooting before determining if CapMetro's IT group needs to get involved.

7.6 **Training.** The Contractor is expected to train their own staff in using the system during onboarding of new staff and refresher training during system updates and as needed.

8. COMPUTER AIDED DISPATCH/AUTOMATED VEHICLE LOCATION SYSTEM

8.1 **Computer Aided-Dispatch/Automatic Vehicle Location (CAD/AVL).** CapMetro uses a complete CAD/AVL system called OrbCAD, including on board Mobile Data Terminal (MDT) and GPS antenna integrated to onboard components such as APC, headsigns, and annunciation systems. OrbCAD integrates with CapMetro's several Trapeze software modules. Licenses for the Contractor staff's use of these systems are provided by CapMetro. The Contractor's staff must agree to any terms of use and policies required under the licenses.

8.2 **Installations and Upgrades.** The Contractor will be required to cooperate with CapMetro and technology vendors to coordinate upgrades, future installations and implementation of the technology systems. CapMetro will provide the required training for all appropriate personnel.

8.3 System Testing. The Contractor will be required to participate in system testing and acceptance, including mini-fleet testing. Mini-fleet testing will include the testing of the complete functionality of the system on a small segment of the fleet (as determined by CapMetro) with all onboard technology components installed.

8.4 CAD System Use. The Contractor will be required to use the CapMetro-provided computer-aided dispatch system (CAD).

8.5 Service Data. CapMetro enters all Service-related data into the CAD system (e.g., service loss, service interruption, accident and incident information, maintenance failures, customer incidents, etc.).

8.6 Operator Log In and Log Out Requirement. The Contractor's bus operators will be required to log-in to and log-out of the CAD/AVL system at the start and end of each shift.

8.7 System Maintenance. The Contractor will be responsible for maintenance of on-board vehicle technology equipment in accordance with OEM's recommendations.

8.8 Training. Run Dispatchers must receive training on the use of OrbCAD, Trapeze OPS and other systems. Training must be complete enough for all dispatch personnel to fully utilize the systems. CapMetro will provide all required training.

8.9 Monitoring, Reporting and Resolution. Radio and Run Dispatchers will monitor the CAD/AVL systems for correct operation and if issues are found, follow the procedures established by CapMetro for reporting. In the event Dispatcher finds any data errors (e.g., time points) they will follow the procedures established by CapMetro for resolution.

8.10 Testing. The Contractor will be required to participate in testing of patches and fixes of the system to ensure operability.

8.11 Use of Systems. The Contractor is required to use these systems to optimize service performance and follow in accordance with procedures established by CapMetro.

9. ORGANIZATION AND PERSONNEL REQUIREMENTS

9.1 Organization. A Contractor shall submit an organizational chart to CapMetro with its Proposal. The organizational chart proposed by the Contractor shall include lines of authority, responsibility, and communication for all positions. This information shall be incorporated into the Mobilization Plan. The Contractor shall provide CapMetro with an updated organizational chart annually or when personnel changes occur.

9.2 Workforce Requirements & Staffing

9.2.1 The Contractor shall be responsible for determining the direct staffing levels and salaries for positions included in the Contractor's fixed costs as required to support administration of the Services consistent with the minimum staffing levels established by Cap Metro. Staffing levels by the Contractor for positions included in the Contractor's fixed costs shall be adequate to reflect service levels throughout the Contract term. Unless changes to minimum staffing levels are directed by CapMetro either by modification to the Staffing and Personnel Plan or otherwise, changes to staffing levels for positions included in the Contractor's fixed costs deemed necessary by the Contractor to meet the Contract requirements and provide high quality service shall be implemented at no cost to CapMetro. For positions not defined within the established minimum staffing levels, the Contractor shall be responsible for maintaining the required staffing levels to meet the service levels throughout the Contract term.

9.2.2 The Contractor shall ensure that its staff meet this Contract's service requirement and remain in compliance with applicable CapMetro policies and procedures, and all local, State and Federal laws throughout the term of the Contract.

9.2.3 CapMetro, with collaborative input from the Contractor directly provides job descriptions, recruiting, screening, and hiring support services for the transit system. The Contractor need not plan to provide these functions, but may supplement these efforts. The potential candidates that successfully pass the recruitment and screening process are submitted to the Contractor. The Contractor shall remain responsible for the employment decisions while

understanding that the flow of potential employees is assured. It remains clear that the Contractor retains final authority with respect to vetting candidates and final hiring decisions.

9.3 Criminal History, Driving History and Motor Vehicle Requirements

9.3.1 The requirements for all personnel including Vehicle Operators are in the "Personnel Assignments" section of the Terms and Conditions (**Exhibit E - Revised-3**).

9.4 Staff Conduct

9.4.1 The Contractor staff (including all employees and subcontractors) are expected to conduct themselves in a professional manner. Contractor staff must be polite and courteous in their speech and manner including exercising patience and self-control even when others do not. When confronted with a disruptive or unruly passenger or situation, staff and subcontractors must follow the procedures and training as outlined in CapMetro's training and any other instruction provided. Any team member that performs duties that require state or other licenses shall possess that license during all times on-duty. Each team member shall demonstrate English language competency, bilingual skills are valuable. Each team member in a safety sensitive position shall comply with the drug and alcohol testing procedures in place from CapMetro to comply with Federal Transit Administration Regulations. Each team member shall demonstrate customer service skills with special attention to those with disabilities. There are a variety of requirements that team members comply with proper attendance, leave requests, safety apparel, fare collection procedures, reliable transit operations and customer care. CapMetro reserves the right to provide and modify (from time to time) those procedures.

9.4.2 All Contractor staff performing Services under this Contract shall always wear a CapMetro-issued photo identification badge while on duty, in accordance with Access Control Policy. See Attachment - Physical Access Control Policy and Procedure. This badge must be clearly visible and front-facing. Any staff member who has not yet received a CapMetro Contractor badge or misplaces it must be provided a temporary ID by the Contractor that clearly identifies the employee's name and job title and is reported to CapMetro Security. Replacement of lost ID badges shall result in a fifty dollars (\$50) chargeback on the monthly invoice per instance.

9.4.3 Upon the request of CapMetro, the Contractor shall promptly remove from service to CapMetro any employee who CapMetro considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by CapMetro.

9.4.4 **Staff Feedback.** The Contractor shall establish mechanisms for receiving and responding to feedback from all its staff. Such processes must include a system for documenting the content and timelines for both the feedback and response. Documentation should be kept in such a way that feedback may be analyzed by topic, employee, respondent, and, when applicable, route, vehicle, and location data. Such documentation will be made available for CapMetro to always review.

9.5 Key Personnel and Staffing

9.5.1 The Contractor shall assign Key Personnel to the Contract in accordance with the Staffing and Personnel Plan. Key Personnel shall include the General Manager, Operations Manager/AGM, Maintenance Manager and Safety Manager. The General Manager proposed by the Contractor shall demonstrate eight (8) years of comparable experience with a transit system of similar scope and executive and managerial skills, education and experience in transit operations and maintenance. The Contract General Manager shall reside in the Austin Metropolitan Area or within fifty (50) miles from the Austin City Limits. The General Manager shall be responsible for day-to-day successful operations. The General Manager shall be responsible for system reporting, leadership of all employee labor and human resources associated with the operations and maintenance processes, and general oversight of all services provided through this contract.

9.5.2 All other Key Personnel (Operations Manager/AGM, Maintenance Manager and Safety Manager) shall demonstrate four (4) years of comparable experience at a transit system of similar scope and management skills, education, professional training, and experience sufficient to provide exceptional employee labor and human resource performance. All direct reports to the General Manager shall reside in the Austin Metropolitan Area or within one hour from the Austin City Limits. In addition, the Safety Manager must have completed the Public Transportation Safety Certification Training Program (PTSCTP) Bus Track curriculum to hold the position. FTA issued Final Rule 49 CFR Part

672, to provide minimum training requirements for transit agency personnel and contractors who are directly responsible for safety oversight to enhance technical proficiency.

9.5.3 CapMetro must approve the General Manager and Key Personnel assigned to this Contract. Key Personnel includes: The General Manager and Operations Manager/AGM, Maintenance Manager and Safety Manager. The Contractor shall propose the General Manager and Key Personnel with their proposal. The Contractor shall describe the selection process, job summary, required qualifications and timeline for selecting Key Personnel.

9.5.4 The Contractor shall maintain the Key Personnel identified in its Staffing and Personnel Plan throughout the Contract term. Key Personnel changes during the Contract term shall require a letter with an explanation and replacement schedule/plan. All the Contractor's Key Personnel work hours shall be 100 percent (100%) dedicated to providing services for CapMetro under this Contract, unless otherwise approved in writing by CapMetro. CapMetro operations span the entire seven-day week. The working hours of Key Personnel are expected to include weekends, as needed. CapMetro will have the authority to direct the removal of any Key Personnel from service to CapMetro if it is determined that such individual is not performing the work in a proper or skillful manner or that such removal is otherwise in the best interests of CapMetro.

9.5.5 The requirements of this section shall not be construed to restrict the Contractor's ability to dismiss employees for cause during the Contract term.

9.5.6 Any change in the General Manager position that occurs within twenty-four (24) months of the Contract start date shall require the Contractor to pay CapMetro a PDC of fifty thousand dollars (\$50,000), per change.

9.5.7 The Contractor shall fill vacant Key Personnel positions with CapMetro approved persons within sixty (60) calendar days of such a position becoming vacant. The Contractor is required to submit a plan to address the function provided by the vacant key personnel for Cap Metro approval. For each day the position remains vacant, CapMetro shall be issued a rebate equal to the cost of the salary and benefits for the open position beginning on day one (1) of the vacancy. A PDC shall be assessed for all Key Personnel positions that remain vacant for over ~~thirty (30)~~ sixty (60) days. Beginning on day sixty-one (61) a one thousand dollars (\$1,000) per day PDC shall be assessed for all key personnel positions. Unreasonable delays with filling key position vacancies caused solely by CapMetro shall not be counted against the Contractor.

9.5.8 To ensure the continuity of consistent high service standards over the life of this Contract, the Contractor shall retain qualified and experienced key personnel to perform services pursuant to the Contract requirements. The Contractor shall make every reasonable effort to retain the services of the Key Personnel it names in its Proposal to provide services pursuant to this Contract for a minimum of two (2) years from the Contract start date.

9.5.9 The Contractor shall ensure that its Key Personnel, including the General Manager, are experienced, qualified, and skilled to provide the service requirements established in this Contract at a high level of professionalism throughout the life of this Contract. In the event the Contractor intends to replace the named General Manager, or other Key Personnel, CapMetro shall be afforded notice and the opportunity to provide input regarding any proposed replacement. As such, the Contractor shall submit to CapMetro the resume and qualifications of a suitable replacement within thirty (30) days after notification of the General Manager or Key Personnel's resignation or termination. The Contractor agrees to consider CapMetro's input regarding any proposed Key Personnel replacements, and CapMetro reserves the right to interview candidates at CapMetro's discretion. The Contractor's failure to provide a suitable General Manager, or Key Personnel, who is qualified and capable of satisfactorily providing the services required pursuant to this Contract, may result in termination of the Contract at CapMetro's sole discretion.

9.5.10 The General Manager shall be the Contractor's representative for the administration of the Contract and the supervision of work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual recommended or proposed changes, CapMetro shall accept commitments and instructions of the Contractor only from the General Manager or a duly authorized representative of the General Manager as designated in writing.

9.5.11 In all aspects of managing the Services, the Contractor shall ensure that the Key Personnel exhibits a customer service focus (both internal and external customers) and continuous commitment to improving the delivery of service. The Contractor shall ensure that the Key Personnel exemplifies a positive attitude and a team approach, fostering good communication with all parties involved with the use and delivery of the service.

9.5.12 In the temporary absence of one (1) day or longer of the General Manager or other Key Personnel, the Contractor shall ensure that other designated supervisory personnel shall be assigned responsibility for proper operation of the service as set forth in this Contract. The Contractor shall notify CapMetro whenever the General Manager or Key Personnel are temporarily unavailable and identify the staff member who will be serving as backup. The Contractor shall ensure that the General Manager or the designated supervisory personnel shall be available during all hours of service to make decisions and provide coordination as necessary. CapMetro reserves the right to receive rebates equal to the wages and benefits for extended (longer than four weeks) General Manager or Key Personnel absences.

9.5.13 Key Personnel assigned to this Project will not be replaced without 90-day advance written notice to CapMetro, unless the departing employee does not provide the Contractor with notice, or the employee is removed for cause.

9.6 Key Personnel Responsibilities

9.6.1 Primary point of contact for the Contractor is CapMetro's Vice President of Bus Operations & Maintenance or their designee. Should they not be available the secondary point of contact is the Senior Director of Bus Transportation. Contract modifications should be directed to CapMetro Procurement's Contract Administrator.

9.6.2 The principal function of the General Manager will be to oversee employees of the Contractor and monitor activities associated with the services described herein. The General Manager will be responsible for supporting CapMetro in providing the safe and reliable provision of all Services referenced herein. The General Manager will be expected to ensure that there is direct supervision of the daily activities of all Operators, Run Dispatchers, Road Supervisors, maintenance technicians, and other Contractor personnel supporting CapMetro system operations. The principal function of the Safety Manager is to manage operational safety efforts, ensure compliance with federal, state, and local safety regulations, and support CapMetro's PTASP and SMS processes/activities

9.6.3 The Contractor will work cooperatively with CapMetro in matters of assuring service quality, providing operational data, responding to comments from Passengers and public, and responding to specific requests for other assistance as the need arises.

9.6.4 The General Manager or designated member of the Contractor's Management team shall be required to attend periodic meetings, such as the monthly Operations Committee of the CapMetro Board of Directors, the monthly CapMetro Board of Directors general meeting, monthly Advisory Committee meetings, monthly Joint Health & Safety Committee meetings, and others as requested by CapMetro.

9.6.5 The Contract Key Personnel shall reside in the Austin Metropolitan Area or within fifty (50) miles from the Austin City Limits.

9.6.6 Payroll Administration. The Contractor's ability to accurately calculate and timely deliver paychecks to its employees is crucial to retaining an engaged workforce. Documented issues of incomplete payment (defined as a payment not received by an employee by the close of business on the regularly scheduled payment date) to an employee caused by the actions or omissions of the Contractor will result in a PDC of fifty dollars (\$50) per incident.

10. GENERAL PERSONNEL

10.1 Vehicle Operators

10.1.1 CapMetro recognizes that the success of its transportation program, service delivery and overall customer experience is built upon the strength of its Vehicle Operators. The expectation is that the Contractor will ensure Vehicle Operators maintain a primary focus on Safety and excellent customer service. Vehicle operators shall work under the daily direction of the OCC.

10.1.2 In addition to the qualifications listed in the "Personnel Assignments" section of the Contractual Terms and Conditions (**Exhibit E - Revised-3**), Vehicle Operators shall meet the following pre-employment requirements:

- (i) Possess a valid State of Texas Driver's License appropriate for the class of vehicle to be operated.
- (ii) Maintain a valid driver's license for three (3) years.

- (iii) Demonstrate English language competency (reading, writing, and speaking). CapMetro encourages bilingual (English/Spanish) hiring practices.
- (iv) Have good oral and written (legible) communication skills as demonstrated in the pre-employment vetting.
- (v) Always show sensitivity to Passengers' needs and possess the ability to handle complaints and problems as required.
- (vi) Any personnel assigned to operate a CapMetro revenue vehicle shall pass a Federal Department of Transportation (DOT) physical examination and a comprehensive drug screen as detailed by 49 CFR 391.41.
- (vii) Demonstrate the physical agility to perform the requirements of this position. CapMetro encourages the use of a Human Performance Evaluation to determine eligibility.

10.3 Run Dispatch

10.3.1 The Contractors will appoint qualified individuals to serve as Run Dispatchers. These Run Dispatchers will assign operators to maintain attendance for assigned work and assign available operators for open work. Run Dispatch personnel will always be on duty when services are scheduled to operate. Run Dispatchers will assign operators to vacant runs as required. The Run Dispatchers will receive calls from operators calling in as absent, assign open work, operate Trapeze software, receive, and validate accident reports, log in, maintain, and gather items turned in as Lost and Found, assign work as needed for required mandated testing and screening, and other duties directed by CapMetro.

10.3.2 The recordkeeping functions of operations shall include, but not limited to operator phone call logs, assignment of open work, Operator work status, mandated testing and screening assignments, inspections of credentials, inspection of uniform/appearance, fitness for duty and other duties are accomplished by the Run Dispatchers.

10.3.3 Run Dispatchers are required to wear CapMetro approved uniforms as described in in Attachment - CapMetro Uniform and Appearance Standards.

10.4 Road Supervisors

10.4.1 The Contractor's Road Supervisors are the first line of response for all operational issues and work under the daily direction of the OCC. It is vital to the success of the Contractor to have adequate staff available to perform all the duties required of this position. The Contractor shall provide continuous daily street supervision of Bus Service including the monitoring of schedule adherence, on-street operation, and on-route compliance. Road Supervisors will be on duty during scheduled times established by CapMetro. Any necessary tablet or mobile computer used by the Road Supervisor for monitoring CAD/AVL and other service applications will be provided by the Contractor. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (e.g., fare collection, ADA compliance, and passenger relations) and includes responding to investigation of major incidents as directed by the CapMetro OCC. CapMetro reserves the right to independently conduct similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Contract. A Road Supervisor shall respond to an emergency involving a different Contractor or CapMetro property at the request of CapMetro.

10.4.2 The Contractor shall identify the field supervision techniques and personnel organization structure that it feels creates the best value in costs and benefits. The critical relationship to understand in the RFP proposal preparation stage is the interplay between the field supervision functions provided by the Contractor and the oversight and direction provided by CapMetro specifically OCC personnel. Field supervisors may be required to operate revenue vehicles and assist during incidents/events impacting service and special events. It is important to be clear regarding the level of field supervision personnel that will be provided. This shall include staffing at transit centers and other hubs as determined OCC or management. The Contractor shall identify the number of field supervisors to be deployed in roving service monitoring both on transit vehicles, staff automobiles, and accident investigations. CapMetro will manage the staffing levels required based on service needs.

10.4.3 Road Supervisors are required to wear CapMetro approved uniforms as described in Attachment - CapMetro Uniform and Appearance Standards.

10.5 Vehicle Maintenance Technicians (Mechanics) and Supervisors

10.5.1 The Contractor shall manage the staff for the vehicle maintenance department which includes running repair and heavy repair mechanics, electronics and body shop technicians, servicer writers, parts clerks, fleet fuelers and cleaners, vehicle wranglers, utility workers, non-revenue vehicle mechanics, and other vehicle servicing functions along with supervisors for all these positions. CapMetro will determine staffing levels for maintenance and first-level supervisory functions to assure that there is a sufficient supply of safe, reliable, and clean vehicles for service every day.

10.5.2 The Contractor is responsible for the management of maintenance employees, including supervision and monitoring of productivity, performance, engagement communication, and employee status.

10.5.3 CapMetro will provide the maintenance program to be used by the Contractor which includes all aspects of maintenance including preventative maintenance schedules, maintenance standards, repair standards, campaigns, recalls, configuration changes.

10.5.4 CapMetro will be responsible for parts inventory levels, ordering and the purchase of parts and materials required for vehicle maintenance. The Contractor parts clerks will receive, put away, issue and return parts from the parts rooms, including distribution of parts from the central warehouse.

10.6 Building Maintenance Technicians and Supervisors

10.6.1 The current employees shall be offered the same positions with the new contract. The Contractor shall be responsible for staffing and directing the building and equipment maintenance technician to assure that assigned buildings are properly maintained and available for service every day, as directed by CapMetro personnel.

10.6.2 The Contractor is responsible for the management of building maintenance employees and shall monitor the work productivity, performance, and status of technicians, along with appropriate supervisors to maintain the assigned buildings. All facility maintenance services shall be performed in accordance with State of Good Repair guidelines.

10.6.3 CapMetro will provide the preventative maintenance schedules to be used by the Contractor which meets OEM requirements. The preventive maintenance inspections are designed to facilitate documentation of all repairs made and all components tested or inspected. The purchase and distribution of parts is a CapMetro responsibility.

10.6.4 CapMetro will develop work plans for building maintenance technicians to maximize reliability and prevent any unsafe equipment condition from existing in any assigned building. CapMetro will manage the staffing levels required based on business needs.

10.7 Recruitment and Hiring of Suitable Personnel

10.7.1 CapMetro, with collaborative input from the Contractor directly provides recruiting, screening, and hiring support services for the transit system. The Contractor need not plan to provide these functions but may supplement these efforts. The potential candidates that successfully pass the recruitment and screening process are submitted to the Contractor. The Contractor shall remain responsible for the employment decisions while understanding that the flow of potential employees is assured. The Contractor retains final authority with respect to vetting candidates and final hiring decisions.

10.7.2 The Contractor's provision of qualified, capable, and experienced personnel is essential to the performance of its contractual obligation under the Contract. As such, failure to provide suitable personnel consistent with contractual requirements as described in this Scope of Services shall be deemed a material breach of Contract and subjects the Contract to termination for default. The Contractor shall ensure that its employees are qualified, capable and suitable to perform their job duties in the position to which they are assigned. Contractor shall provide all pertinent employee records regarding driving records, training, qualifications, incidents/accidents, passenger complaints and related matters to CapMetro as soon as possible upon request.

10.7.3 In the event a current employee's background or qualifications do not meet the criteria set forth in the Contractual Terms and Conditions (**Exhibit E - Revised-3**). The Contractor may request CapMetro review via Attachment - Risk Assessment Request Form.

10.7.4 As directed by CapMetro, the Contractor shall utilize CapMetro training programs for all frontline employees, including but not limited to Vehicle Operators, Road Supervisors, Run Dispatchers, Mechanics and maintenance supervisors. When receiving training, such personnel will be compensated for their standard rate of pay by the Contractor.

10.7.5 For all employees performing services under this Contract, the Contractor shall provide name, position, mailing address, email address and telephone number information to CapMetro for the purposes of facilitating internal communications about CapMetro services, events, and projects. Such data shall be provided weekly in a format agreed upon by the parties. Alternately, the data can be provided through an application interface with a Contractor system, if available.

10.7.6 The Contractor will utilize CapMetro's IT Services Access Request System (currently ServiceNow) to request access to IT systems such as email accounts, Trapeze, and so on, for new hires, during role changes and terminations. All terminations need to be immediately entered into the system as it occurs. The Contractor will provide a daily feed of terminations of all employees working for Cap-Metro, from the Contractors internal HR system where staff terminations are entered.

11. VEHICLE OPERATOR EXPECTATIONS, CONDUCT AND DRESS

11.1 Vehicle Operator Expectations

11.1.1 Vehicle Operators are required to have a working knowledge of Routes and their work assignments.

11.1.2 Deviations from the schedule, including unscheduled breaks or operating ahead of schedule, are not permitted unless the Vehicle Operator receives authorization from law enforcement, a supervisor or other authorized person in charge, which may be another Contractor or CapMetro personnel. If unavoidably delayed, the Vehicle Operator shall report the cause of the delay.

11.1.3 Vehicle Operators shall stop at all marked CapMetro bus stops where potential Customers are present, see Attachment – Making Safe Bus Stops.

11.1.4 Vehicle Operators shall comply with CapMetro fare collection procedures. See Attachment – CapMetro Fare Collection Procedures.

11.1.5 Vehicle Operators shall wear ANSI Class 2 reflective safety vests when performing duties on or near the roadway, exposed to vehicular traffic, or while on the bus yard.

11.1.6 Vehicle Operators shall set out safety cones or triangles as needed when the vehicle obstructs traffic, will be parked for an extended period, and emergencies.

11.1.7 Vehicle Operators shall be polite and courteous in their speech and manner including exercising patience and self-control even when others do not.

11.2 Prohibited Conduct: Cause for Removal from Service

11.2.1 The Contractor shall immediately remove any Vehicle Operator from service found to have committed unsafe or inappropriate acts while providing service under this Contract. The Contractor shall notify CapMetro if a Vehicle Operator will be removed from service for this reason and submit a written report within 24 hours.

11.2.2 CapMetro will require the Contractor to immediately remove any Vehicle Operator from CapMetro service (pending investigation) for any one of the following reasons, but not necessarily limited to the following:

- (i) Committing unsafe, inappropriate or criminal acts while providing service.
- (ii) Failure to follow CapMetro policies and procedures.
- (iii) Failure to carry a valid Vehicle Operator's license while providing service.
- (iv) Cell phone use while operating CapMetro vehicle, including texting and use of wireless headphones or devices.
- (v) Revocation, suspension or non-renewal of a valid Texas Driver's License.

- (vi) Use of any tobacco product on CapMetro vehicle or property, in accordance with the Tobacco Free policies of CapMetro.
- (vii) Failure to follow safety rules and regulations.
- (viii) Failure to follow security policies, guidelines and procedures.
- (ix) Arrests for any reason.
- (x) Notification of an active warrant from any law enforcement or judicial agency.
- (xi) Failure to meet Vehicle Operator employment requirements in **Exhibit E - Revised-3 and Exhibit F - Revised-4**.
- (xii) Failure to display employee ID/security badge visibly while on CapMetro property.

11.3 Vehicle Operator Dress Code and Personal Appearance Standards

11.3.1 CapMetro will provide uniforms for those employees required to wear a uniform. The Contractor shall ensure its Vehicle Operators conform to professional appearance standards consistent with the contractual guidelines set forth in Attachment - Uniform and Appearance Standards. These guidelines shall ensure a standard appearance among Vehicle Operators and Supervisors that is consistent with the high standards CapMetro's professional Vehicle Operators are expected to meet every day. When providing service under this Contract, Vehicle Operators shall present a neat and clean appearance and wear only the CapMetro authorized uniform.

11.3.2 The Contractor shall ensure its Vehicle Operators observe professional standards regarding personal appearance. This includes when reporting for duty and while on duty, including training assignments that require operation of CapMetro branded equipment. The Contractor is authorized to allow its Vehicle Operators reporting for non-driving training or duties to wear casual clothing appropriate for the workplace. The Contractors shall ensure that all clothing worn by their employees fit well, is clean, wrinkle-free and in good repair.

12. SAFETY

12.1 **Public Transportation Agency Safety Plan and Safety Management System.** The Contractor must comply with CapMetro's Public Transportation Agency Safety Plan (the "ASP") developed pursuant to 49 C.F.R. Part 673 ("Part 673"), as revised, supplemented, and/or updated from time to time. Contractor will collaborate with CapMetro to ensure compliance with Part 673 requirements and the ASP, including but not limited to providing documents related to implementation of Safety Management Systems ("SMS") and results of SMS processes and activities, and documents that, in whole or by reference, describe programs, policies, and procedures for carrying out the ASP. Contractor will maintain such documentation for a minimum of three (3) years from the date of creation and make such documentation available upon request to CapMetro or its agents, and/or to the Federal Transit Administration or other Federal entity or a State Safety Oversight Agency, as defined in 49 C.F.R. 673.5, having jurisdiction.

12.1.2 **Emergency Readiness.** The Contractor shall participate in periodic emergency readiness training and drills. The Contractor shall also participate in such drills at the direction of CapMetro.

12.1.3 **Parking.** The revenue vehicle parking and storage space at the Facilities may require a nose-to-tail parking configuration of all buses. As such, buses will not be individually accessible (i.e., to access one bus, another bus may have to be moved). The contractor is expected to organize their operation in such a manner that takes into consideration such nose-to-tail parking and associated safety precautions.

12.2 Enterprise Risk Management Programs

CapMetro has a program and processes for managing risks and pursuing opportunities. The Contractor must have similar processes in place. As part of this program, it is understood that some risks must be accepted to achieve goals and conduct business, while other risks are unacceptable. To this end, CapMetro and the Contractor will work together to manage the unacceptable risks, while ensuring that service delivery standards are maintained.

12.3 Safety Equipment

12.3.1 All Supervisor vehicles shall have biohazard clean-up and first aid kits. The Contractors shall ensure that these kits comply with OSHA and any other applicable regulatory standards. The Contractors shall make disposable gloves and anti-microbial wipes available to all Vehicle Operators. The items listed in this section will be provided by CapMetro.

12.3.2 The Contractor shall ensure that all vehicles have properly operating safety equipment, fire extinguishers, and reflectors.

12.3.3 The Contractor shall ensure that all necessary safety equipment is installed, in working order and utilized in the Facility.

12.4 Accident or Severe Incident Procedure

12.4.1 **Emergency Notifications.** The Contractor must comply with emergency notification procedures as directed by CapMetro.

12.4.2 **Vehicle and Passenger Accidents.** The Contractor must comply with the responsibilities related to accidents and incidents as directed by CapMetro.

12.4.3 The Contractor's reporting shall comply with Federal, State and CapMetro requirements. See Attachment - Accident Definitions & Criteria for Monthly Reporting. All events classified as an accident or incident shall be reported to CapMetro within twenty-four (24) hours or less from the time of the accident. Accident reports shall be legible and include information as described in CapMetro policies and procedures. See Attachment - Accident/Incident Report Templates.

12.4.4 The Contractor's designated accident investigation staff shall respond immediately in person to the above-described incidents or accidents and complete an accident investigation. Unreported/discovered vehicle damage shall be reported in the same manner as described in Section 11.4.3. The Contractor shall make every effort to investigate the cause and preventability of unreported damage using Attachment – Preventability Checklist for Unreported Damage.

12.4.5 Details of every vehicle and Passenger accident or incident, including vehicle number, damage estimates to CapMetro vehicles, preventability claims, severity category, elapsed hours between the prior workday and time of accident, and hours worked in the previous seven calendar days shall be reported to CapMetro in the format detailed in Attachment - Monthly Accident/Incident Log by the fifth (5th) Business Day of the following month. The Contractor shall also submit a Quarterly Accident Claims log due by 10th Business Day after quarter ends. See Attachment – Quarterly Accident Claims Log.

12.4.6 Accident preventability shall be based on the National Safety Council's (NSC) "Guide to Determine Motor Vehicle Collision Preventability." Whenever preventability determinations are in question, the Contractor safety staff shall consult with CapMetro to reach a resolution. CapMetro will make the final determination of preventability on all accidents and incidents. The Contractor personnel determining rulings shall have the training necessary to determine rulings per NSC guidelines.

12.5 Safety in the Workplace

12.5.1 The Contractor shall be responsible for compliance with all applicable Federal, State and local laws, ordinances, and regulations during the performance of this Contract. CapMetro will require The Contractor, as deemed appropriate, to comply with additional safety requirements. Such additional requirements shall be provided to the Contractor in writing.

12.5.2 The Contractor shall implement safety rules and procedures as directed by CapMetro and in accordance with transit industry best practices and CapMetro procedures. These include but are not limited to the following:

- (i) Furnish and enforce the use of all personal protective equipment needed to complete the tasks required by this Contract.
- (ii) Provide employees special safety training prior to working with hazardous materials or operations.
- (iii) Provide warning signs, barricades and verbal warnings as required by OSHA.
- (iv) Have a formal manual for emergency/evacuation policies and procedures available on site and shall inform its employees of emergency procedures.
- (v) Develop yard/lot safety policies for the operating facility and submit them to CapMetro for approval.
- (vi) Manage issues of employee fatigue, including processes to institute limits to the hours of service of Bus Operators.

12.5.3 The Contractor is required to coordinate its safety efforts with CapMetro in the interest of ensuring a seamless approach to the safety of CapMetro's system. This includes all efforts to fully implement Safety Management Systems (SMS) as described in the FTA's National Public Transportation safety plan.

12.5.4 The Contractor shall fully promote and support CapMetro's Employee Safety Reporting System and Close Call Reporting System. See Attachment - CapMetro's Employee Safety Reporting System and Close Call Reporting System. The Contractor shall not implement competing systems that will degrade the effectiveness and universality of these agency-wide systems.

12.5.5 The Contractor is required to submit an OSHA 300 log detailing industrial injuries to CapMetro monthly.

12.5.6 CapMetro procedures restrict the use of mobile phones and other personal electronic devices while on duty and operating a vehicle, machinery, and other equipment. CapMetro requires a zero-tolerance policy for violations of this procedure. See Attachment – Electronic Device Procedure.

12.6 Employee Safety Recognition Program

The Contractor shall develop and implement an Employee Safety Recognition Program to incentivize and motivate employees to perform at the highest level of safety. Employees should be recognized annually.

13. SECURITY

13.1 **Contracted Security Force.** CapMetro provides on-site security personnel to patrol the facility grounds and monitor building access. All Contractor employees are expected to visibly wear a CapMetro issued badge while on CapMetro grounds and inside all CapMetro buildings. All Contractor employees will comply with directions given by security department personnel including producing issued access control badges upon demand. Visitors must enter through the main entrance of the Facility and sign in with security. Visitors are required to be escorted while on CapMetro grounds or inside CapMetro buildings.

13.2 **Contracted Local Law Enforcement.** CapMetro contracts with off duty sworn police officers to provide police assistance for incidents that occur during daily operations.

13.2.1 Major incidents where passengers, operators or the public are in imminent harm or danger should be called into 911. After reporting to 911, CapMetro's contracted law enforcement should also be dispatched. Major incidents include but are not limited to: passenger, operator or public need of medical assistance, assault, fighting on bus or on CapMetro controlled facility, display and/or use of weapons, Bomb Threats or threats against the public.

13.2.2 CapMetro's contracted law enforcement officers that have the appropriate commercial driver's license on occasion, will request and operate CapMetro's buses for police related duties as approved by CapMetro's Chief Operating Officer or his/her designee. The Contractor will cooperate with such requests to make vehicles available for this purpose.

13.3 CapMetro Public Safety Program

The Contractor staff will work collaboratively with CapMetro Public Safety staff, including transit police (future), public safety dispatchers and public safety ambassadors. Part of creating a modern approach to public safety is rethinking the roles and responsibilities of its team members. CapMetro has identified that our need for law enforcement support is specific, and most of our public safety work involves responding to incidents that are disruptive, but non-violent. This means changing how CapMetro responds to calls and how to promote customer and staff safety. Our multi-pronged approach features:

- (i) Public Safety Ambassadors who are as prepared to sell a pass or give directions as they are to perform a security function.
- (ii) On-staff social workers to respond to quality-of-life issues on the system and provide Mental Health First Aid training to CapMetro employees.
- (iii) More security cameras and safety infrastructure on vehicles and at facilities for faster identification and handling of issues.
- (iv) Transit-focused police officers for specific instances when law enforcement is truly needed.

14. OPERATIONS STAFF TRAINING

14.1 The Contractor shall be required to utilize CapMetro's Operations Training Academy as directed by CapMetro, to ensure all staff are adequately trained and regularly retrained. The Contractor may formally request changes to the training program. When receiving training, the Contractor will compensate personnel for their applicable standard rates of pay. CapMetro's Operations Training Academy shall meet or exceed industry standards.

14.2 No operator will be allowed to operate equipment in CapMetro service until the successful completion of the training necessary to properly operate the vehicle type and route to which the operator will be assigned, as documented, and signed off by a qualified instructor as determined by CapMetro. The Contractor Run Dispatchers are required to ensure that all assignments comply with this requirement.

14.3 No maintenance employee will be allowed to perform repairs or inspections for which they have not been fully trained as required by CapMetro. The Contractor Shop Supervisors are required to ensure that all work assignments comply with this requirement.

14.4 The Contractor supervisors will evaluate each operator employed under the contract at least once every six (6) months, which includes documented on-the-job/in-service evaluations, license and medical certificate checks.

15. SERVICE QUALITY AND PERFORMANCE INDICATORS

15.1 The Contractor is required to manage its business in ways that maximizes the customer experience at all times. must work to continuously improve its processes and procedures for the benefit of the customer experience,

15.1.1 The Contractor shall ensure there are qualified supervisory personnel available to physically respond (as necessary) to any accidents/serious incidents or other service disruptions during all hours of revenue service in accordance with Contract requirements. The Contractor shall provide sufficient Road Supervisor coverage in the Service Area to ensure an appropriate response time as directed by CapMetro.

15.1.2 The Contractor shall manage the daily availability of vehicles and operators to facilitate the speedy restoration of service in the event of a service disruption.

15.2 CapMetro reserves the right to monitor the Contractor in its performance of the Contract. CapMetro employees and representatives will ride in CapMetro-furnished, Contractor-operated vehicles with or without prior notice to the Contractor to ensure compliance with the Contract. CapMetro Contract Oversight Staff functions include but are not limited to administration of contract monitoring plans, operations and vehicle maintenance quality assurance audits (remote, records and in-service), assessing PDC's reporting and reviewing Contractor invoices to accurately compensate for work performed.

15.3 Performance measures are included in this Contract to provide the highest level of service possible. CapMetro will monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications.

15.4 The Contractor is expected to meet or exceed the performance metrics as outlined in this Contract on a monthly basis unless otherwise specified in this Contract. Should the Contractor exceed or fall short of acceptable standards, payments to the Contractor shall be adjusted from the original invoice (not including other reimbursements, fees, etc.). Adjustments are based on the incentive or PDC amount indicated in the Contract.

15.5 **CapMetro Contract Oversight.** CapMetro shall perform audits of the Contractor's performance throughout the term of this Contract. These include but are not limited to audits of personnel or vehicle files, remote audits of archival data, in-service audits, yard audits, and audits of maintenance activities. The results of these audits shall be rated and recorded. The Contractor and CapMetro staff will work collaboratively to address issues identified during oversight activities.

15.6 **Key Performance Indicator PDCs.** The Contractor will be eligible to be paid incentives and will be subject to disincentives based upon monthly performance. Details regarding the structure of the incentive and disincentives are provided in Attachment - LIST OF PERFORMANCE DEFICIENCY CREDITS, INCENTIVES/DISINCENTIVES. Notwithstanding the foregoing or any other provision of this Contract to the contrary, The Contractor shall not be assessed PDCs or disincentives related to any functions that are within CapMetro's oversight responsibilities unless CapMetro can demonstrate that the Contractor has failed to comply with its obligations under this Contract that caused the performance failure.

15.6.1 The Contractor incentives and penalties imposed by CapMetro will be applied to the monthly invoice. Incentives and penalties are assessed one month in arrears.

15.6.2 CapMetro will periodically meet with the Contractor to consider its input on performance goal adjustments. Operational measures include on time performance, passenger complaints, vehicle accidents/collisions, passenger accidents/injuries, and miles between road calls. CapMetro shall have the final say in the setting of performance indicator goals.

15.7 Performance Monitoring. The Contractor shall develop and submit a Performance Monitoring Plan after the contract award. This plan shall include, at a minimum, details regarding how the Contractor will:

- (i) Monitor daily operations, including, but not limited to, Vehicle Operator check-in, pull-out, Safety, schedule adherence, pull-in, etc.
- (ii) Oversee Run Dispatch functions to include (but not limited to) service delivery, schedule adherence, and On-Time Performance.
- (iii) Perform Quality Assurance inspections for both Operations and Maintenance and the supervision of these functional areas.
- (iv) Perform in-service (on board, shadow, etc.) audits, with focus on Passenger Boarding/alighting, mobility aid securement, safe operation, etc.

15.7.1 The plan shall include methods the Contractor will use to identify metrics and goals, the process to measure performance success, establish frequencies of quality assurance inspections, the process to establish steps to correct deficiencies in performance, and the plan to communicate findings to CapMetro.

15.8 Mystery Rider Program. CapMetro contracts a firm that conducts periodic inspections of bus operator performance by outside persons otherwise not known to the workforce. Mystery riders must ride the service on different routes, different times of day, and different days of the week each month. Reports submitted will be reviewed by CapMetro. Based on the review, certain information may be shared with the Contractor to improve service and provide feedback.

15.9 Employee Survey. Periodically, CapMetro conducts surveys of employees (of both the Authority and its Contractors) to gain insight into overall management of CapMetro operations. The Contractor is required to encourage participation in such surveys by all its employees and to cooperate with and coordinate the administration of such surveys.

15.10 Service Data and Performance Monitoring Tools. Service will be monitored and measured using a CAD/AVL system, OrbCAD, Swiftly, Trapeze and other system reports. These systems will be provided by CapMetro. The following requirements and associated PDC's have been established to ensure accurate data are available to CapMetro and CapMetro customers.

15.10.1 All vehicles which leave the yard must be logged in to the OrbCAD system.

15.10.2 All vehicles must remain logged in while off site and while in service. Through the course of a transit day vehicles must be logged off a specific Block and another vehicle logged on in its place. Such log offs and logons must be managed to reduce the amount of time in which no data is being associated with that service.

15.10.3 To ensure that services operate in a timely manner, the Contractor is expected to ensure that all Blocks start service on time. A run as directed bus may be used in place of the regularly scheduled bus to enter service at the first scheduled time point on time (no more than 5 minutes late). Failure to enter service at the first scheduled time point on time (no more than 10 minutes late) will result in a PDC of \$100 per occurrence.

15.11 **Waivers.** Absent a Force Majeure Event, from time to time, situations will arise wherein a factor outside of the control of the Contractor will impede performance. When such a situation arises, the Contractor may request a waiver of a specific KPI that results in a PDC.

15.11.1 In order for a waiver to be reviewed and considered by the Authority, Contractor must provide the waiver request in writing and addressed to the Program Manager with the following:

- a) Specify the KPI Contractor is asking the Authority to waive;

- b) The waiver must fully explain and specify the event or situation with dates and times, along with the factor or factors that were outside of the Contractor's control;
- c) Detail the obstacles or circumstances being faced;
- d) Contractor efforts undertaken to mitigate the impacts of the waiver; and
- e) The specific relief being requested.

The Authority will review Contractor's request and may seek additional information or documentation from Contractor. To the extent possible, Contractor must submit its request in advance to allow sufficient time for the review process by the Authority. The Program Manager will not deviate from the Contract, policies, or procedures without an approved waiver request. The Program Manager will contact Contractor with the results of the waiver request.

Notwithstanding this section 15.11, the Authority does not waive any rights or remedies available to it under the Contract.

16. FACILITY, BUILDING MAINTENANCE

16.1 CapMetro will identify the procedures to employ for building structure maintenance, electrical system maintenance, HVAC maintenance, plumbing systems maintenance, and related systems maintenance. The major equipment items, including but not limited to, bus wash, material handling trucks and equipment, bus lifts, test equipment, wheel lift equipment, emergency generators, transmission and engine removal equipment and special tools will be identified with the respective preventive maintenance procedures that will be followed. The Contractor is responsible for the management of employees associated with the completion of work. CapMetro will manage the staffing levels required based on service needs. The Contractor shall be responsible for the ongoing routine and preventive maintenance of CapMetro's buildings at the direction of CapMetro. The Contractor shall fulfill the requirements of the Contract. The Contractor shall be responsible for performing the assigned building maintenance activities of the 2910 Vehicle Maintenance building and bus yard, Service Island building and Administration building, Administrative Annex located at 624 N. Pleasant Valley, 9315 Old McNeil Administration and Maintenance Building and bus yard, Service Island Building, and Rail Maintenance Facility; and the Centralized Parts Warehouse located at 9715 Old McNeil Rd.

16.2 CapMetro will provide existing major shop equipment such as bus lifts, portable bus lifts, jack stands, special tools, portable fans, specialized test equipment a/c servicing machines, needed for the performance of the Services.

16.3 The Contractor is responsible for performing maintenance of the fuel delivery system, including pumps, dispensers, valves, piping monitors and fuel management, as directed by CapMetro. CapMetro will maintain the fuel management software and back-end systems. The Contractor is responsible for learning and understanding the fuel management software as it pertains to preventive maintenance and repairs.

16.4 The Contractor is responsible for performing the preventive maintenance program on all building systems at the direction of CapMetro.

16.5 The Contractor shall staff for Building Maintenance consistent with the minimum staffing levels established by CapMetro per paragraph 8.2 with sufficient technicians to accommodate the work assigned by CapMetro.

16.6 Building Maintenance Preventive Maintenance (PM) Inspections and the Asset Management System (currently Hexagon). CapMetro will provide training on its Asset Management System and the Contractor shall be required to use the system to document routine and preventive maintenance work.

16.6.1 Preventive Maintenance Inspections are required for facility systems and equipment.

16.6.2 The Asset Management System will track the performance dates and produce a monthly report. The Contractor shall follow the priority rating list and dates of issue.

16.6.3 The Contractor shall review, fully complete, and close all preventative maintenance work as directed by CapMetro.

16.7 Preventative maintenance work that relates to critical regulatory or environmental matters that affect the daily operations of the facility shall be addressed by the Contractor per the priority ratings as directed by CapMetro.

16.8 Corrective work will be addressed immediately in cases of critical equipment as directed by CapMetro.

16.9 The Contractor shall make every effort to reduce waste, recycle waste, and reduce carbon footprint before disposal. CapMetro reserves the right to require the Contractor to comply with any environmental sustainability management procedures in CapMetro's ESMS (Environmental Sustainability Management System) program as developed.

16.10 The Contractor shall provide good housekeeping to all areas of CapMetro's property used by the Contractor, including parking lots. Oil spots shall be spot treated and cleaned following local laws. All areas shall be kept clean of any trash and all drums, containers etc. shall be maintained in orderly fashion as directed by CapMetro.

16.11 Safety Data Sheets (SDS). The Contractor shall provide access to Safety Data Sheet (SDS) on all chemicals stored or used by them. The Contractor shall follow all local, federal and state requirements on storing and using chemicals, products or waste.

17. VEHICLES

17.1 **Vehicle Use and Responsibilities.** The Contractor shall not use or permit the use of vehicles in a negligent or improper manner or in violation of any law, or to void any insurance covering the vehicles, or permit the vehicles to become subject to any lien, charge or encumbrance. The Contractor shall defend and hold CapMetro harmless from all fines, forfeitures or penalties for traffic or parking violations or for the violation of any other statute, law, ordinance, rule or regulation of any duly constituted public authority. The Contractor shall bear all risks of damage or loss of the vehicles, or any portions of the vehicles, not covered by insurance.

17.2 **Fleet Composition.** CapMetro shall provide a vehicle mix of accessible cutaway vans, transit buses, and over-the-road buses to be operated by the Contractor. CapMetro reserves the right to change the composition of the fleet at any time.

17.2.1 **Emerging Technology Buses.** CapMetro has initiated the implementation of battery electric buses and will continue to pursue the testing and implementation of other emerging technologies such as autonomous and semi-autonomous vehicles, fast charge battery systems, on route charging of battery electric buses, hydrogen range extenders, and so on. The Contractor shall facilitate the adoption of emerging technologies by actively participating in CapMetro's programs designed to insure the success of these new kinds of buses, to include for example: participating in CapMetro-provided basic and specialized training, the formation of dedicated maintenance teams, the collection and reporting of performance data, the participation in routine meetings, and the development and implementation of new procedures, processes and protocols necessary to ensure the safety and reliability of the new technology buses. These changes to the fleet will directly and indirectly affect all areas of the operation, maintenance, and servicing of CapMetro's fleet.

17.3 Non-Revenue Vehicle (NRV) Requirements

17.3.1 **Non-Revenue Vehicle Maintenance.** The Contractor shall perform maintenance and repair of non-revenue vehicles supplied by CapMetro to ensure they are kept safe, reliable, and clean at the direction of CapMetro. CapMetro reserves the right to review maintenance and safety records and practices of all support vehicles and to remove them from service as determined necessary by CapMetro.

17.3.2 **Non-Revenue Vehicle Usage.** Non-Revenue Vehicles shall not be used for regular revenue service, but Road Supervisor vehicles may be used in extraordinary service to transport passengers.

17.4 Revenue Vehicles Requirements

17.4.1 **Revenue Fleet Inventory.** CapMetro shall supply all revenue vehicles required to meet revenue service.

17.4.2 **Revenue Vehicle Usage.** The Contractor shall use the vehicles supplied by CapMetro as required under this Contract and consistent with terms and conditions outlined in this Contract. CapMetro supplied revenue vehicles

shall only be used for the transportation of CapMetro customers, unless specifically directed to do so otherwise by CapMetro.

17.4.3 Fleet Spare Ratio. CapMetro will provide an adequate number of vehicles to the Contractor to assure a spare ratio of at least eighteen percent (18%) but not exceeding twenty percent (20%). The Contractor's spare ratio is the number of spare vehicles divided by vehicles required for annual maximum service, across the fleet.

17.4.4 Fleet Replacement Schedule. Cutaways are kept for seven (7) years, transit buses are kept for fourteen (14) years, and over-the-road buses are kept for sixteen (16) years. The window for replacement is plus or minus three (3) years from the planned retirement date.

17.4.5 Fleet Changes. CapMetro may assign additional vehicles at any time during the term of this Contract by giving ten (10) days' written notice to the Contractor of CapMetro's intention to assign additional vehicles. CapMetro may demand redelivery of all CapMetro vehicles, or any number thereof, at any time prior to the expiration of this Contract by giving ten (10) days' written notice to the Contractor of CapMetro's intention to resume possession of the vehicles. CapMetro shall be responsible for the selection of vehicles to be assigned and returned.

17.4.6 Vehicle Storage. The Contractors shall ensure that vehicles used under this Contract are stored on the provided storage yard while not in service.

17.5 Delivery of CapMetro Vehicles to Contractor

17.5.1 Vehicle Warranty. The Contractor acknowledges that the vehicles are provided to the Contractor on an "as is" basis and that CapMetro makes no warranties regarding past vehicle maintenance or the vehicles, including without limitation the body, engine, transmission, drive train, other mechanical parts, electrical systems, any accessories, and all options on the vehicles. **If it is determined that a vehicle or piece of equipment is unsafe or non-working at the time of transition, the Contractor and CapMetro will work together to determine a viable solution.**

17.5.2 In Processing Responsibility. The Contractor shall be responsible for receiving and in processing of vehicles, whether at the commencement of the Contract, as assigned during the contract, or as new buses are delivered from the bus OEM, prior to putting the vehicle into revenue service. Receiving and in processing tasks include but are not limited to transferring or installation of in-lifecycle equipment such as onboard fare collection equipment, re-keying of fare collection equipment, transfer or install of CAD/AVL system and radio, performing an in-service PM, installation of gate transponder, installation of inertia-based camera system, changing advertising placards, and completing other make ready tasks. The vehicles must be made ready within two (2) weeks of delivery, and at a rate of five (5) per week, minimum if available.

17.5.4 Receiving New Vehicles. The Contractor shall be responsible for receiving new vehicles, transferring or installation of in-lifecycle equipment including but not limited to onboard fare collection equipment, CAD/AVL and radio equipment to the new vehicle from the old vehicle, performing an in-service PM, and complete other make ready tasks, prior to putting the vehicle into revenue service. The vehicles must be made ready within two (2) weeks of delivery, and at a rate of five (5) per week, minimum if available.

17.6 Return Delivery of CapMetro Vehicles to CapMetro

17.6.1 Vehicle Return Overview. Upon expiration of the term, or the earlier termination of this Contract, or as required by CapMetro, the Contractor shall deliver vehicles to CapMetro by releasing the vehicles to CapMetro or CapMetro's agent or by transporting or shipping the vehicles as CapMetro directs. The Contractor shall be responsible for the cost of any accident damage on the vehicles during vehicle return. The Contractor has until the scheduled date of return to repair any accident damage identified during any the pre-return vehicle inspections.

17.6.2 Out Processing Responsibility. The Contractor shall be responsible for out processing tasks as directed by CapMetro which include but are not limited to removal or reconfiguration of fare collection equipment (including re-key), radio, gate transponder, inertia-based camera system, and advertising placards.

17.6.4 Retiring Old Vehicles. The Contractor shall be responsible for retiring vehicles at end of vehicle life. This includes removing and returning to CapMetro inventory, equipment from the vehicles which has not reached the end of equipment life, including but not limited to Radio, Camera System, CAD/AVL, APC, OBV, Farebox, Bike Rack,

S-1 Gard, Literature Rack, Message Board, Passenger Wi-Fi, Cellular Router, and Event Data Recorder. This retirement responsibility also includes removing CapMetro logos from interior and exterior of bus, completing a disposal assessment form, and transporting the vehicle to the designated off-site disposal parking area and post-retirement maintenance.

18. VEHICLE MAINTENANCE

18.1 **Vehicle Maintenance Responsibility.** The Contractor shall be responsible for performing all CapMetro-directed maintenance and repair of all vehicles and all on-board equipment systems (revenue and non-revenue), to ensure they are kept in a safe, reliable, and clean condition. Maintenance shall be performed to original equipment manufacturer (OEM) standards and to CapMetro's written instructions or specifications. Vehicle maintenance shall be performed in a timely manner. The Contractor shall maintain records of all work performed. CapMetro shall direct and closely oversee all maintenance activities. CapMetro will identify the number of personnel to provide for these functions and work shifts planned to support the operations. The Contractor is responsible for the management of employees associated with revenue and non-revenue vehicle fueling, cleaning, washing and minor inspection steps. CapMetro will develop specific requirements that no vehicle will be "finished" for that day until it is completely cleaned inside and out, (including surface infection prevention steps); fully fueled and checked for fluid levels, belts conditions, hoses conditions, signals operations, headlights/taillights/turning lights indicators, tire pressures, and radio operation. The Contractor shall manage the fuelers to ensure all vehicles are fueled, cleaned, and disinfected every night.

18.2 **Timely Maintenance.** The Contractor shall perform all maintenance in a timely fashion.

18.3 **Maintenance Staff Qualifications.** The Contractor shall perform all or part of the work using the Contractor's personnel. If third-party work is necessary to facilitate repairs, such work will be managed by CapMetro.

18.4 **Vehicle Registration and State Inspection.** CapMetro shall be responsible for managing vehicle registration/license plate renewals, including application for registration and license plate renewal, retrieval of registration stickers and license plates from the Tax Office. The Contractor shall be responsible for timely completion of the state inspection, and installation of registration stickers and license plates. No vehicle shall be allowed in service with an expired registration or past due for annual safety inspection.

18.5 **Storeroom and Parts Inventory.** CapMetro will manage the storeroom and central warehouse including the procurement and ordering of replacement parts, supplies, and specialized tools, for the fleets assigned under this contract. The Contractor clerks shall manage stocking, distribution, and cycle counts of the inventory using CapMetro's EAM.

18.6 **Shipping and Receiving.** The Contractor clerks shall be responsible for managing the receiving dock, including the administration of shipping, and receiving tasks for CapMetro. The receiving dock is the main delivery point for CapMetro business.

18.7 **Maintenance Campaigns.** The Contractor shall perform maintenance campaigns as directed by CapMetro to satisfy OEM vendor bulletins, recalls, OEM vehicle upgrades, and to satisfy the recommendations of the Contractor's and CapMetro's predictive maintenance.

18.8 **Shop Cleanliness.** The Contractor shall keep all work areas clean and free of clutter, dirt, and grease. After each repair, the technician must ensure the general work area they have been occupying including the floor and worktables are clean of debris, oil, grease, shop supplies and tools. The service island floor and work areas should also be clean and be without any debris, oil, grease, shop supplies and tools after each major fueling cycle.

18.9 **OEM Configuration.** The Contractor shall maintain all vehicles in original configuration as delivered from the original equipment manufacturer (OEM) and with modifications as specified by CapMetro. Only OEM or better replacement parts shall be used.

18.10 **Cannibalization.** No vehicle shall be cannibalized for parts. No vehicle shall be repaired using parts taken from another vehicle without prior written approval of CapMetro.

18.11 Reserved

18.12 **Hubodometers.** The Contractor shall maintain hubodometers which shall be replaced immediately when defective.

18.13 **Warranties.** CapMetro shall administer vehicle warranties and shall receive all monies and credits. The Contractor shall be responsible for supporting warranty recovery and shall not put into peril any warranties that exist on a vehicle/component from the OEM or after-market supplier. If a warranty is lost due to negligence, the Contractor shall be required to purchase or compensate CapMetro for the remainder of the warranty from the OEM.

18.14 **Advertising Requirements.** The Contractor shall allow advertising vendors, contracted by CapMetro or its contractors, access to all buses to install and remove advertising material on the interior and exterior of the vehicles. The Contractor shall be responsible for making buses available, cleaning the vehicle in preparation for installation, and, in cases of inclement weather providing a bay. The Contractor shall be responsible for inspecting the vehicle prior to installation and after removal of advertising to report any damage. CapMetro shall be responsible for determining if repairs are needed and when authorized will assume the cost of those repairs. The Contractor shall be responsible for replacement of advertising material damaged in vehicle accidents. The Contractor shall not install any advertising that is not authorized by CapMetro.

18.19 **Preventive Maintenance Inspections (PMI) and Preventive Maintenance Repetitives (PMR)**

18.19.1 **PMI and PMR Overview.** The PMI and PMR form the backbone of CapMetro's Maintenance Program. The scope of the preventative maintenance program for CapMetro vehicles is extensive and thorough. It shall not be compromised or reduced, as it is essential for the continued service life of the vehicles, and to provide safe and reliable service. It is to be considered as the minimum amount of effort required for vehicles at their present age and mileage. No modifications, adjustments, or omissions to the PMI or PMR are to be made without written approval from CapMetro. CapMetro specific procedures to use to assure that each revenue vehicle and non-revenue vehicle will be scheduled for inspections based on the OEM requirements on a timely basis and that the inspection will be performed at that interval. The Contractor is responsible for the Personnel Management of employees associated with the completion of preventative maintenance inspections and repairs. The Contractor will be required to utilize the current EAM process established by CapMetro. The Contractor shall manage all maintenance repair shops and personnel including the preventive maintenance inspection shop, running repair shop, heavy repair shop, wheelchair/HVAC shop, electronics shop, body shop, parts clerks, service island, service writers, and their supervisors and managers to ensure efficiency and productivity in meeting the maintenance program developed and provided by CapMetro.

The Contractor will be required to utilize the current EAM system and processes established by CapMetro.

The Contractor shall adhere to the maintenance schedules developed by CapMetro. All maintenance inspection, repair, rebuild and other assigned work shall be documented in CapMetro's work order system. Warranty repairs received from the OEM or component manufacturer shall be credited to CapMetro for vehicles owned by CapMetro.

18.19.2 **PMI Timeliness.** Revenue vehicles shall not be placed in revenue service if they are past due for a PM Inspection.

18.19.3 **PMI Repairs Schedule.** All repairs required from the PMI are to be completed prior to the vehicle being returned to revenue service. Any exceptions must be approved in advance by CapMetro and cannot affect safety and reliability. Failure to adhere to this schedule shall result in a vehicle being removed from service.

18.19.4 **Steam Cleaning.** Each time a revenue vehicle enters a shop for a PMI, the engine, transmission, radiator, and condensers must be thoroughly cleaned of accumulated dirt and debris.

18.19.5 **Oil Analysis.** The Contractor shall be responsible for performing the sampling and submission of engine and transmission oil as directed by CapMetro.

18.19.6 **OEM Severe Service Requirement.** The Contractor is also responsible for knowing, understanding, and following the OEM's maintenance requirements with consideration to the duty cycle that the vehicle is operated on. Where a manufacturer identifies maintenance intervals specific for "severe service," that "severe service" is to be used. This applies to both new and existing vehicles in the Contractor's fleet.

18.19.7 **Records Accuracy.** The Contractor shall maintain accurate records and proof of inspection and repetitive tasks performed, including inspection measurements taken, defects found, and the corrective repairs performed.

18.20 Mobile Technology Systems Maintenance

18.20.1 **Mobile Technology Systems.** The Contractor shall be responsible for routine inspection and maintenance of all on board equipment installed on the vehicle by OEM or as added by CapMetro.

18.20.2 **Maintenance.** The Contractor shall inspect and maintain equipment in accordance with OEM's recommendations and as directed by CapMetro. The Contractor shall maintain equipment spares, and testing equipment as supplied and directed by CapMetro.

18.20.3 **Patches.** The Contractor shall be required to participate in testing of patches and fixes of the system to ensure continued operability and reliability of the technology system.

18.20.6 **Warranty and RMA Process.** CapMetro shall provide a limited warranty for technology systems such as, but not limited to, CAD/AVL system major components, Passenger Wi-Fi router, and Cellular router. The Contractor shall utilize the Return Material Authorization (RMA) process, as established by CapMetro, for repair of these components. CapMetro shall be responsible for maintenance cost of all other systems and system components that are not under a CapMetro-provided warranty.

18.20.7 **New Technology.** As CapMetro implements new technology and upgrades existing systems, the Contractor shall perform as an active partner in supporting the procurement, testing, configuring, implementing, and maintaining these systems. This activity includes but is not limited to document review, meeting attendance, and providing appropriate resources in a timely manner to meet project schedules. Such requirements apply to systems including, but not limited to, CAD/AVL, Trapeze, Swiftly and EAM. The Contractor shall be responsible for providing quality assurance and quality control of any vehicle configuration changes, including work performed by third parties.

18.20.8 **Electronics Training.** The Contractor shall provide technicians to repair the on-board electronic systems. The technicians will be required to complete established training hours through CapMetro's Operations Training Academy.

18.20.9 **Technology Equipment.** The current equipment and systems are listed below and CapMetro reserves the right to remove or add to the list, as new systems or technology become available.

- (i) Destination and Block Sign System.
- (ii) CAD/AVL System.
- (iii) Passenger Displays.
- (iv) Annunciator System.
- (v) Stop Request and Lift Request.
- (vi) Automatic Passenger Counters.
- (vii) Revenue Collection Systems.
- (viii) Mobile Ticketing System.
- (ix) Customer Wi-Fi Router System.
- (x) Cellular Communication System.
- (xi) Telemetry System.
- (xii) Camera System.
- (xiii) Radio System.
- (xiv) DriveCam, Mobileye, and Zonar systems.
- (xv) Swiftly.

18.20.10 **Optional Technology Changes.** If directed by CapMetro, the Contractor is required to add, delete, upgrade or otherwise change mobile technology equipment installed on vehicles. Should CapMetro decide to issue such a directive, CapMetro will work collaboratively with the Contractor to develop the scope for such an effort. Price for the effort will be negotiated at the time, using the pricing details provided in the most current **Exhibit A-1 - Revised-3** as the basis of calculating the incremental cost increase for the directed change. ~~DriveCam, Mobileye, and Zonar systems will not be deleted without the addition of replacement systems that provide equivalent or superior functionality.~~

18.21 Radio System

18.21.1 **Radio System.** The Contractor will be furnished with a radio system equal to or compatible with CapMetro's current radio system. The Contractor shall support the ongoing maintenance of the radio system. All radio

equipment provided under this Contract shall remain the property of CapMetro and returned to CapMetro at the end of the Contract term in working condition.

18.21.2 Radio Assignments. One mobile radio will be assigned per bus and one per supervisor vehicle. Mobile/handheld radios will be provided for supervisors and managers. CapMetro shall provide a limited number of spares to ensure communication reliability. Maestro consoles will be provided for the Contractor use at a location determined by CapMetro.

18.21.3 Radio Installation. Initial installation and final removal of radio systems in support vehicles will be performed by Lower Colorado River Authority (LCRA) and cost is the responsibility of CapMetro. Installation and removal of radio systems in revenue vehicles is considered routine maintenance is the responsibility of the Contractor. Installation and removal of consoles is the responsibility of CapMetro.

18.21.4 Radio Ancillary Equipment. Replacement batteries, clips, microphones, receivers and other ancillary equipment required or desired for use under this Contract, shall be procured through LCRA and shall be the responsibility of the Contractor. The Contractor shall replace any equipment lost, stolen or damaged beyond repair at the replacement market price.

18.21.5 Radio Maintenance. CapMetro shall be responsible for all routine maintenance and routine maintenance costs of the radio system. Radio component repair (i.e., RF Deck, Control Head, Portable Radios, etc.) shall be performed by LCRA.

18.21.6 Radio Reliability. The Contractor shall ensure that radio communications are operational for all Vehicle Operators in revenue service, all Road Supervisors on duty, and for the Contractor's Radio Dispatch.

18.21.7 Radio Airtime. CapMetro, at CapMetro's expense, will provide airtime required for the radio system to operate.

18.22 Revenue Collection Systems

18.22.1 Revenue Collection Systems. CapMetro shall supply the fareboxes and all related revenue collection equipment, including Vaults and Probing Equipment. CapMetro shall supply parts and direct the Contractor in proper maintenance of this equipment.

18.22.2 Revenue System Maintenance. The Contractor shall maintain the fare and revenue collection equipment at the direction of CapMetro, including but not limited to fare boxes, probes, vaults, etc., to the manufacturer's specification and as directed by CapMetro. CapMetro will be responsible for the replacement parts as needed.

18.22.3 Revenue System Key Control. The Contractor shall be responsible for specific revenue collection equipment keys and shall be responsible for all key control. The Contractor shall be responsible cost of parts and labor to re-key equipment, if keys are lost or otherwise unaccounted for.

18.22.4 Revenue System Media. CapMetro shall provide fare media and fare signage. The Contractor shall be responsible for timely communication regarding media needed from CapMetro, restocking fareboxes with media, and changing signage as directed by CapMetro.

18.22.5 Probing and Vaulting. The Contractor shall be responsible for daily Farebox Probing and Cash Box Vaulting. All buses used in service, including RADs, must be probed and vaulted prior to parking the unit. CapMetro will provide and maintain the backend system (a.k.a. garage system or garage machine) to support probing and vaulting.

18.22.6 Fare Collection Procedures. The Contractor shall follow CapMetro procedures related to fare collection, including fare collection by bus operators; probing area procedures and security measures; equipment maintenance; key control; and storage of revenue collection equipment.

18.22.7 CARTS Fare Collection Equipment Servicing. The Contractor shall provide revenue collection system probing, dumping, preventive maintenance, ad hoc repairs, and replenishing of card stock in revenue collection systems on CARTS buses, in a quantity of up to 20 buses. The Contractor shall work cooperatively with CARTS to schedule buses in for routine fare system preventive maintenance and inspections as directed by CapMetro. CARTS will deliver and retrieve vehicles to the Contractor's location.

18.23 Security Camera System

18.23.1 Security Camera Systems. CapMetro shall supply the Security Camera Systems on revenue vehicles. Contractors shall be responsible for all maintenance of this equipment as directed by CapMetro.

18.23.2 Reserved

18.23.3 **Video Request and Downloads.** The Contractor shall be responsible for the download of video footage. CapMetro video footage requests include, but not be limited to, accident, complaint, and security incident footage. The Contractor shall provide requested footage within twenty-four (24) hours. The Contractor must also comply with requests for immediate retrieval of footage, at CapMetro's direction, when items are urgent. CapMetro reserves the right to remove the video storage device (HDD, SSD, etc.) on any bus, vehicle, or docking station and replace with equivalent.

18.24 Tires

18.24.1 **Tire Lease.** CapMetro will supply tires on a mileage lease basis during the term of the Contract. The tires shall be OEM quality or a grade better and will be provided by CapMetro. Recaps or retreads shall not be permitted.

18.24.3 **Tire Maintenance Standard.** Tires shall be maintained by the Contractor, as always directed by CapMetro, tire tread depth shall be maintained to at least 4/32" for all tires. Tire air pressures shall be maintained to values specific for each bus type and a tire with an air pressure that is more than ten (10) psi below the specification shall be considered as a flat. Tires that do not meet the above criteria will be cause for the bus to be removed from service.

18.24.4 **New Bus Tires.** CapMetro shall provide tires for new OEM bus builds and shall assume responsibility for tires of any bus assigned to the Contractor.

18.25 Road Calls

18.25.1 **MDBF Metric.** CapMetro measures Mean Distance Between Failures (MDBF) as a key performance indicator (KPI) to characterize the customer experience when reporting to the Board of Directors. CapMetro also utilizes MDBF to gauge the maintenance shop's impact on the customer experience. The calculation of this metric only considers Mechanical road calls that are considered under the control of maintenance.; however, all road calls are tracked to identify trends which indicate failures that can be prevented. Non-mechanical road calls, and other mechanical road calls, are not included in the MDBF Metric, however in all cases, the exclusion of any road call from being included in the MDBF metric requires that all scheduled maintenance on the system has taken place and the failure is the result of something outside of the control of the shop. CapMetro will identify the rules and procedures required to minimize the delay between service interruption and service substitution (due to mechanical or similar failure). Procedures designed to assure accident prevention during the road call and recovery.

The Contractor shall manage the road call handling procedures as developed by CapMetro.

18.25.2 **Road Call Definition.** CapMetro's definition of a "road call" is any failure of any component or system on a vehicle that causes the vehicle to be unable to perform its scheduled service without incurring the need for repair. A road call exists whether the vehicle is returned to the shop for repair, a Mechanic is sent to the vehicle for repair, or the vehicle is towed back to the shop for repair. The following criteria must be considered when determining if an incident is categorized as a road call:

- (i) If the failure occurs on the yard, it is not a road call.
- (ii) If the vehicle has left the yard when failure occurs, it is a road call.
- (iii) If the vehicle is deadheading when the failure occurs, it is a road call.
- (iv) If an out-of-service condition occurs, it is a road call.
- (v) If a mechanic is sent to the bus and makes a repair, or the bus is returned to the yard and a repair is made, it is a road call.
- (vi) If anyone other than a mechanic is sent to repair a vehicle, he/she is acting in the role of a Mechanic, and it is a road call.
- (vii) If anyone responds to a vehicle to investigate a Vehicle Operator complaint and finds no repair is necessary, it is not a road call. Non-mechanical personnel shall not be allowed to diagnose critical systems on the vehicle, such as but not limited to brakes, steering, and fire suppression system.
- (viii) If a Mechanic cannot duplicate the failure after troubleshooting, and no repair is needed, it is not a road call.
- (ix) It does not matter if revenue time was lost or if service was delayed when the failure occurred, it is a road call.

18.25.4 **Road Call Categories.** Road calls fall into three categories: Mechanical, Non-Mechanical, and Other-Mechanical. All road calls shall be reported in an approved format as required to CapMetro.

18.25.4.1 **Mechanical Road Call Category Definition.** Mechanical road calls result from failure of components or systems that are essential to the core function of the vehicle. The purpose of identifying mechanical road calls is to identify those failures that are the responsibility of the maintenance department and best reflect their responsibility for the failure. These failures drive the MDBF metric. Such systems include (but are not limited to):

- (i) Engine
- (ii) Transmission
- (iii) Brakes
- (iv) Electrical
- (v) Doors/Body
- (vi) Steering & Suspension
- (vii) Wipers/Accessories
- (viii) Wheelchair ramp/lift
- (ix) HVAC

18.25.4.2 **Non-Mechanical Road Call Category Definition.** Non-mechanical road calls result from failure of components or systems that are essential to the core function of the vehicle but are not a direct reflection of the quality of maintenance being performed in the shop and are not included in the MDBF metric. Such failures include (but are not limited to):

- (i) Tires punctures.
- (ii) Accidents.
- (iii) Vehicle Operator error.
- (iv) Soiled interior.
- (v) Vandalism.

18.25.4.3 **Other-Mechanical Road Call Category Definition.** Other mechanical road calls result from failure of components or systems that are considered outside of the core function of the vehicle. Failures on these systems will be categorized as mechanical or non-mechanical for purposes of trending but are not included in the MDBF metric. Examples would include:

- (i) Communication Systems.
- (ii) Surveillance Systems.
- (iii) Revenue Collection Systems.

18.25.5 **Repeat Roadcalls.** The Contractor is responsible to track road calls and if a vehicle experiences a road call for the same reported issue three (3) times in a forty-five (45) day period, the vehicle must be removed and held from service until a thorough investigation is completed. Prior to returning the vehicle to service, the Contractor and CapMetro must agree on the root cause of failure and associated repairs made.

18.26 Serviceable Requirements and Vehicle Change Outs

18.26.1 **Serviceable Condition Overview.** CapMetro has stringent condition requirements that a bus must meet to be considered serviceable and used in revenue service. The Contractor shall ensure that no vehicle that has an out of service condition is allowed into service, and that no vehicle is allowed to remain in service if an out of service condition occurs. Should an out of service condition occur while the vehicle is in service, the Contractor shall arrange for a change out of the vehicle.

18.26.2 **Out of Service Conditions – Removal from Service.** The following list contains examples of conditions that shall cause a bus to be taken out of service. CapMetro reserves the right to remove any vehicle from service for any condition that CapMetro deems as not safe, not reliable, or not clean. Out of Service conditions include but are not limited to:

- (i) Malfunctioning MDT or CAD/AVL system.
- (ii) Inoperable two-way radio.
- (iii) Class 3 fluid leak.
- (iv) Class 2 or 3 coolant leak.

- (v) Any class of fuel leak.
- (vi) Brakes slack, inoperative, weak, slow.
- (vii) Exhaust smoke.
- (viii) Malfunctioning horn.
- (ix) Malfunctioning turn signal or brake lights.
- (x) Malfunctioning high or low beam headlights.
- (xi) HVAC not capable of attaining interior temperature to 72 degrees cooling, or 68 degrees heating.
- (xii) Malfunctioning door latches or locks.
- (xiii) Tire low air pressure (5 psi or more).
- (xiv) Tire tread under 4/32" for all tires.
- (xv) Vehicle Operator's seat unable to maintain position (height or slide).
- (xvi) Vehicle Operator's seat belt inoperative.
- (xvii) Cracked windshield glass in the Vehicle Operator's field of vision.
- (xviii) Cracked passenger window glass.
- (xix) Transmission slipping, or not shifting.
- (xx) Engine lack of power.
- (xxi) Engine no start.
- (xxii) Stop engine light.
- (xxiii) Engine shuts down.
- (xxiv) Malfunctioning Defroster.
- (xxv) Malfunctioning doors, entrance, lift, or emergency exit doors.
- (xxvi) Body Damage.
- (xxvii) Biohazard.
- (xxviii) Malfunctioning windshield wipers or washer.
- (xxix) Loose outside mirrors.
- (xxx) Malfunctioning wheelchair lift or ramp.
- (xxxi) Malfunctioning wheelchair restraints.
- (xxxii) Malfunctioning flip seats.
- (xxxiii) Exhaust, fuel fumes or smoke in vehicle.
- (xxxiv) Malfunctioning power steering system.
- (xxxv) Malfunctioning suspension system.
- (xxxvi) Graffiti of offensive nature.
- (xxxvii) Malfunctioning onboard fare collection equipment, if equipped.
- (xxxviii) Malfunctioning or damaged destination sign, if equipped.
- (xxxix) Any condition that directly or indirectly compromises safety.

18.26.3 **Out of Service Conditions – Withhold from Service.** No revenue vehicle shall be placed into service with any Out of Service Condition, however if the following systems are fully functional when the vehicle is placed in service, but failure conditions arise while the vehicle is in service, it will be allowed to continue if safety is not compromised:

- (i) Passenger seats and seatbelts.
- (ii) Surveillance Systems.
- (iii) Be free of any graffiti and etched window glass.

18.26.4 **Change Out Requirement.** When an out-of-service condition occurs, the vehicle shall be changed out and returned to the garage in an expeditious manner at the direction of CapMetro. The change-out mechanic shall depart the yard in not more than thirty (30) minutes, and the out-of-service bus shall be returned to the yard in not more than two hours.

18.26.5 **Change Out Pre-Trip Inspection.** Prior to departing the yard, the change out vehicle shall have a complete pre-trip inspection performed to ensure that the vehicle is ready for service. Change out vehicles may be pre-tripped and staged ready to deploy for a changeout without a second pre-trip inspection.

18.26.6 **Street Repairs.** Simple mechanical failures that require less than ten (10) minutes to complete are allowed to be made on the street provided the action does not place a technician, vehicle operator, passenger, or the public in a hazardous environment. When such repairs occur, whether performed by a technician or supervisor, a technician is required to review the repaired system when the vehicle returns to property and prior to the vehicle returning to service the next day. This review shall be documented on the work order.

18.26.7 **No Open Road Call Work Orders.** No revenue vehicle shall be placed into revenue service with an open road call work order.

18.27 Vehicle Servicing and Cleanliness

18.27.1 **Vehicle Servicing Overview.** The Contractor shall maintain a clean appearance on the exterior and the interior of the vehicle at all times that the bus is in service. The Contractor shall ensure that all revenue vehicles are serviced daily. The vehicles shall be fueled, fluid levels checked, tires inspected, and the interior cleaned. The exteriors shall be cleaned less frequently, depending upon water conservation efforts.

18.27.2 **Fueling Requirements.** All vehicles that have been used in service must be fueled prior to being placed into service the next day.

18.27.3 **Fluid Requirements.** The Contractor shall check vehicle fluid levels daily, including engine oil, coolant, and diesel exhaust fluid (DEF), as directed by CapMetro and bring to correct levels as needed. Any vehicle that uses more than the following amounts of fluids must be checked by the Contractor and repaired as needed. All excess fluid consumption related work must be recorded on a work order associated with the vehicle serviced. The amount / rates of consumption are as follows:

- (i) Engine oil - 1 quart per 100 miles.
- (ii) Coolant - 1 quart per day.

18.27.4 **Tire Requirements.** The tires will be visually inspected for damage, indication of low air, and missing or damaged lugs.

18.27.5 **Interior Cleaning Requirements.** Vehicle interiors shall be cleaned daily. This includes removing trash, sweeping and mopping the floor, and cleaning the windows, windshield, stanchions, grab handles, steering wheel, dashboard, door handles and the forward bulkhead. The passenger and driver seats shall be inspected and cleaned of spills and stains. Vehicles shall be disinfected as directed by CapMetro.

18.27.6 **Graffiti Removal Requirements.** Vehicle interior and exterior shall be inspected daily for graffiti which shall be removed prior to placing the vehicle into service.

18.27.7 **Exterior Cleaning Requirements.** The vehicle exteriors shall be washed a minimum of three times per week, after precipitation, after other events which cause the vehicle(s) to look dirty, or as directed by CapMetro. Vehicle rims shall be hand scrubbed when the exterior of the vehicle is washed, or when maintenance activity has soiled the rims.

18.27.8 **Windshield Fluid Requirements.** Windshield washer fluid shall be checked and brought to full level three times per week.

18.27.9 **Reserved.**

18.27.10 **Reserved.**

18.27.11 **Cleanliness Inspections.** The Contractor shall conduct routine inspections to ensure that the vehicles are clean.

18.27.12 **CapMetro Supplied Fuel.** CapMetro shall provide onsite fueling capability for the fleet. CapMetro shall provide a fuel supplier and pay for fuel delivered for revenue and non-revenue vehicles. CapMetro shall not provide fuel for non-revenue vehicles designated for private use by staff. The Contractor is responsible for fuel monitoring, ordering, receiving, dispensing, documenting and reconciling.

18.27.13 **Non-Fuel Fluids.** CapMetro will provide all non-fuel fluids and lubricants, including any fluids necessary to support the emission reduction systems, such as diesel exhaust fluid. Only CapMetro approved fluids, coolant, oils, and lubricants are to be used.

18.28 Vehicle Operator Pre-Trip and Post-Trip Inspections

18.28.1 **Pre-Trip / Post-Trip Requirement.** The vehicle operator shall perform a Pre-Trip and Post-Trip Inspection each time the vehicle is used in service. The Contractor shall have a documented process that prescribes how the vehicle operators will perform and document their Pre-Trip and Post-Trip Inspections and how the issues and defects discovered will be documented.

18.28.2 **Defect Repair Timeliness.** The Contractors shall ensure that all vehicle operator complaints and reported vehicle defects are addressed prior to the next time the vehicle is placed into service, as directed by CapMetro.

18.28.3 **Pre / Post Trip Inspection Requirements.** The Pre-Trip and Post-Trip inspections shall include a thorough review of the following items to ensure safety, functionality and roadworthiness:

- (i) Directional signals and flashers.
- (ii) Brake lights and tail lights.
- (iii) Headlights.
- (iv) Windshield wipers/washers.
- (v) Interior lights.
- (vi) Exterior and interior mirrors.
- (vii) Horn.
- (viii) Service and parking brakes.
- (ix) Door operation.
- (x) Wheelchair lift / ramp.
- (xi) Fire extinguisher, fire suppression system.
- (xii) Climate control systems.
- (xiii) Tires and wheel lugs.
- (xiv) Fluid leaks.
- (xv) Communication Systems.
- (xvi) Surveillance Systems.
- (xvii) Revenue Collection Systems.
- (xviii) Destination and Interior Digital Signs.
- (xix) Body Damage including dents, scrapes, broken lenses or windows.
- (xx) Interior condition including seats.
- (xxi) Lap/shoulder belts and extensions.
- (xxii) Mobility device securement equipment and floor/wall anchors, including folding seats.
- (xxiii) Warning Triangles.

18.29 Asset Management System

18.29.1 **System Usage Requirement.** The Contractor shall be required to utilize CapMetro's Asset Management System to record maintenance activities. CapMetro shall provide the software, hardware, printers, cabling etc. to enable full functionality. CapMetro shall provide training to the Contractor on the use of the system. The maintenance system software is designed to be a permanent record of maintenance, to forecast and track preventive and corrective maintenance, and to assist in distributing work requests to appropriate staff. The Contractor is responsible for ensuring all maintenance employees are using the system appropriately, ensuring data integrity, and shall utilize the software on a real-time basis to the greatest extent possible.

18.29.2 **Maintenance Record Requirements.** A maintenance record shall be created for any maintenance activity requiring more than five (5) minutes of labor, or any material consumption. Maintenance records must contain adequate detail including the reason for the work order, (the complaint), the procedure followed to understand and diagnose the problem (the cause), and the action undertaken to remediate the problem (the cure). Work orders must capture detailed cost of labor and materials as well as a description of work performed, including any work performed by a third party, such as body repair, engine rebuilds, etc., and all work must be properly documented with Vehicle

Maintenance reporting Standards (VMRS) codes. The Asset Management software work order data entry must be completed by the mechanic or technician that performs the maintenance work.

18.29.3 Maintenance Record Retention. All records maintained by the Contractor during the term of the Contract shall become the property of and be furnished to CapMetro at the end of the Contract term. Any physical maintenance records, such as Preventive Maintenance Inspection forms, shall be kept for the life of the vehicle plus three years. Any records that have not met this retention schedule by the end of the Contract term shall be given to CapMetro. Copies of the Pre-Trip and Post-Trip inspection records must be kept for 120 days.

18.29.5 Maintenance Personnel Training. CapMetro will provide training and certification of maintenance personnel for all vehicles.

18.30 Non-Revenue Vehicles (NRV). The Contractor shall provide maintenance, fueling and cleaning of CapMetro's NRVs as directed by CapMetro. The fleet may vary in size. The fleet of support vehicles includes a wide variety of vehicle configurations such as, police cars, facility maintenance trucks, battery-electric staff cars, and hy-rail equipped vehicles. The NRVs are parked at three primary locations: 2910 E. 5th Street, 624 N. Pleasant Valley, and 9315 McNeil Road, and may be moved between locations as needed. The Contractor shall perform maintenance of CapMetro NRVs as directed by CapMetro. All maintenance inspections and work shall be recorded in the asset management system.

18.30.1 NRV Routine Fueling, Washing and Cleaning. The Contractor shall provide routine fueling, cleaning and washing of the NRV fleet. For NRVs parked at 2910 E. 5th Street, 624 N. Pleasant Valley, and at 9315 McNeil Rd., the Contractor shall retrieve and return the vehicles from their parking spaces. For vehicles parked at any other location, the Contractor shall provide on demand fueling when the vehicle is brought to the service island and cleaning and washing when arranged in advance and brought to the service island. All NRVs shall be fueled, washed and cleaned when any service is performed on the vehicle. CapMetro will provide all cleaning supplies and windshield washer fluid.

18.30.2 NRV Maintenance. The Contractor shall maintain the NRV fleet to ensure that vehicles are kept safe, reliable, and clean as directed by CapMetro. Maintenance includes but is not limited to: preventive maintenance inspections, state inspections, administration of registration, recurring maintenance (mileage and time based), end-user noted defects, flat tires, tow-ins, accident repair, OEM recalls and campaigns, and transport of vehicle to dealership or other off-site location for work by a third-party shop.

19. MAINTENANCE OVERSIGHT

19.1 CapMetro Access Rights. CapMetro shall have immediate and unrestricted access to all CapMetro and Contractor supplied vehicles and equipment, all current or archived maintenance data and records for such and shall have access to all areas of the facility during planned or unannounced visits. This includes total access to any electronic program or system used in support of the Contract.

19.2 Oversight Audits and Inspections. CapMetro conducts regular audits and inspections of vehicles, equipment, facilities, and any activities performed by the Contractor. The Contractor is required to make vehicles available for such inspections on suitable lifts or inspection pits. CapMetro reserves the right to engage a third party to assist in vehicle inspections, at the expense of CapMetro. The type of inspection or audit that CapMetro performs include, but are not limited to:

- (i) PMI and follow-up repairs
- (ii) Fuel delivery and dispensing
- (iii) Road call handling
- (iv) In-service
- (v) Ready line
- (vi) Work order quality
- (vii) Tire pressure and condition
- (viii) Existing Body Damage
- (ix) Cleanliness
- (x) Fleet condition

19.3 Removing Vehicles from Service. CapMetro shall have at its sole discretion the authority to remove from service any vehicle that poses a safety, reliability, or appearance issue. Such an action does not relieve the Contractor's obligation to provide service under the terms of the Contract. For any item that is found that causes the vehicle to be taken out of service, the vehicle is to remain out of service until the repairs are completed. The Contractor must notify

CapMetro when repairs are complete and CapMetro will require a re- inspection of the vehicle prior to allowing the vehicle back into service.

20. DATA AND REPORTING

20.1 The Contractor will establish a program of data analysis and analytics for all data collected under this Contract. The Contractor is expected to use data analytics to draw conclusions about the information contained in the data for the purpose of continuous improvement of processes and procedures.

20.1.1 CapMetro has an internal Enterprise Data Analytics Platform (EDAP), currently running on SnowFlake. The Contractor will provide operations and related datasets to be integrated into EDAP for internal analysis. All data provided will remain the property of CapMetro.

20.2 Any and all records maintained by the Contractor during the term of the contract shall become the property of and be furnished to CapMetro at the end of the Contract term.

20.3 As CapMetro's requirements for data changes from time to time, the Contractor will cooperate and assist CapMetro in implementing revised data collection procedures and methods as established through new technology.

20.4 The Contractor will be responsible for accurate and timely completion of any requested forms at given time intervals. All data collected and/or reports generated must be prepared legibly and be typed or developed using an MS Word or MS Excel (version 2010 or later) format and will be submitted electronically, unless otherwise specified or agreed to in writing by CapMetro.

20.5 The Contractor will be required to maintain all project records as requested by CapMetro. CapMetro retains the right to add or delete any report which is needed to help maintain the reliability of the fleet and ensure the quality and efficiency of the services provided.

20.6 The Contractor shall strictly adhere to required and agreed upon reporting schedules. Reports, contents, and frequency of reporting will be subject to change with business needs and practices.

20.7 The Contract Manager is responsible for reporting to CapMetro on both a routine and on-demand schedule. The list of reports below is not an all-inclusive list and other reports will be requested as required.

20.8 Reporting:

20.8.1 Monthly Reporting shall be submitted by the 5th business day of the following month. Requirements shall be as follows:

- (i) Safety performance data by service type, including accidents/Incidents, conformance with SMS.
- (ii) Accident Review Board (ARB) results after each ARB session.
- (iii) Human resource and labor relations monthly performance reports (without employee names as required):
 - (1) Grievance status.
 - (2) Payroll discrepancies.
 - (3) Leave of absence report.
 - (4) FMLA.
 - (5) Worker's compensation.
 - (6) Current Employee Roster.
 - (7) Number of Termed Employees (including Term Reasons).

20.8.2 On-Demand Reports shall include (but not limited to):

- (i) All vehicle collisions, including those that meet NTD reportable definition (report due in 24 hours).
- (ii) All physical incidents involving any customer or employee (report due in 24 hours).
- (iii) Any workers compensation incident (report due in 24 hours).
- (iv) Immediate phone, text or email contact required in serious circumstances.

20.8.3 Failure to meet the above reporting deadlines shall incur a \$100 per day PDC for each report submitted past the deadline.

20.9 Monthly Invoicing. The Contractor shall bill CapMetro monthly after the end of the prior month. CapMetro will provide the Contractor with an invoice template with sections detailing the billing and performance incentives and PDC's. The Contractor shall have until the close of the tenth (10th) calendar day of each month to submit the prior month's invoice and all supporting documentation to CapMetro Account Payable and CapMetro Program Manager, Bus Contracts, or their designee. Supporting documentation shall be submitted with the invoice which includes all reports from all payroll systems used by the Contractor for full validation of wages and benefits. All payroll data shall have attendance and all other status codes. A maximum of one (1) invoice per month will be accepted by CapMetro. See also **Exhibit E - Revised-3**, INVOICING.

20.9.1 The amounts detailed in the monthly invoice submission, and all pertinent attachments for reimbursements to the Contractor for the actual pure pass-through amounts (with no markup) which are supported by actual receipts and payroll leave records, and following approval by CapMetro.

20.9.2 Driver time and payroll shall be accurately recorded in Trapeze's daily workforce management program and the Trapeze information must match employee payroll and correctly track attendance data. Contractor, in coordination with CapMetro, shall ensure that Trapeze payroll related programming stays up to date with applicable collective bargaining agreements.

21. PUBLIC INFORMATION REQUESTS

21.1 CapMetro has a right of access to certain information created, collected, assembled or maintained under the terms of this Contract.

21.2 The Contractor shall be required to provide such information, including but not limited to, video recording and other media and information to CapMetro in accordance with the Texas Public Information Act (the "Act"), Texas Government Code, Chapter 552, by the required deadline.

21.3 The Contractor shall notify CapMetro prior to the required deadline if the Contractor wishes to assert that the requested information is not subject to disclosure under the terms of the Contract and the Texas Public Information Act.

22. CUSTOMER SERVICE AND COMPLAINTS

Providing excellent customer service is a key element in CapMetro's strategic plan. The Contractor is expected to provide all public transportation services with a focus on ensuring a positive experience for the customer. To that end, the Contractor must work cooperatively with staff in CapMetro's customer service call center to provide information and service to our customers, including, but not limited to:

22.1 The Contractor must comply with requests for customer assistance, including dispatching a supervisor to the scene, dispatching a security officer to the scene, or providing courtesy transportation to a stranded customer.

22.2 The Contractor must comply with requests to query operators via the radio system regarding customer issues. For example, location of the bus, presence of lost items, or operator recollection of an unusual service event.

22.4 CapMetro's Customer Service operates a call center for intake of all customer complaints. When the Contractor receives a phone call or written passenger complaint directly, details regarding the complaint must be forwarded to the CapMetro Customer Service for inclusion into the CapMetro database.

22.5 The Contractor will be provided read-only access to CRM software (currently Salesforce)

22.6 The Contractor shall notify the Program Manager, Director, Contract Oversight, or designee immediately of any complaint alleging employee misconduct such as inappropriate conversation, touching, assault, (physical or verbal), etc.

22.7 Lost and Found Policy and Procedures. The Contractor shall adhere to the Lost and Found Policy. See Attachments – Lost and Found Policy and Lost and Found Procedures. Recovered items must be gathered from the Contractor's main office, Service Island and Run Dispatch, tagged and recorded in a ledger.

23. DRUG AND ALCOHOL PROGRAM

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or CapMetro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

23.1 The Contractor Drug and Alcohol policy shall include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test shall not be used to perform work under this Contract. The Contractor agrees to certify annually its compliance with Part 655 before March 1st of every calendar year and to submit the Management Information System (MIS) reports before March 1st of every calendar year to CapMetro.

23.2 To certify compliance, the Contractor shall sign a Substance Abuse Certification by October 1st of each year to certify compliance with Federal Transit Administration requirements governing substance abuse.

23.3 The Contractor agrees to submit for review and approval before commencement of work a copy of its Policy Statement and Drug and Alcohol Plan developed to implement its drug and alcohol testing program.

23.4 The Contractor agrees to consult with CapMetro at the initiation of the Contract and in the event of a service agent change related to the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

23.5 The Contractor is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.

23.6 CapMetro Contract Oversight staff and Drug and Alcohol Program Manager may audit any aspect of the Contractor's Drug and Alcohol Program and any employee records at any time.

24. EMERGENCIES AND SERVICE DISRUPTIONS

24.1 The Contractor shall follow CapMetro procedures to respond to emergencies and routine problems that occur. Procedures include, but are not limited to:

- (i) Passenger injuries.
- (ii) Disturbances.
- (iii) Illness.
- (iv) Vehicle emergencies and equipment failures.
- (v) Fluid spills and leaks.
- (vi) On site and bus / vehicle fires.
- (vii) Inclement weather.
- (viii) Accidents.
- (ix) Detours.
- (x) Employee Injuries.

24.2 The Contractor must participate in periodic emergency readiness training and drills, at the direction of CapMetro.

24.3 From time to time, local law enforcement and first responders will require CapMetro buses for use in evacuating buildings, transporting persons to shelters as part of hurricane response and/or cold weather plans, use as a cooling station at structure fires, etc. Such requests must be met with urgency to provide the requested service. The Contractor will be compensated the variable rate per hour for all such uses of buses.

25. LABOR RELATIONS

25.1 Nothing in this Scope of Services shall be construed as requiring the Contractor to assume or otherwise be bound by the terms and conditions of any collective bargaining agreement or other labor contract of CapMetro's prior contractor (the incumbent contractor). **Although not required by Federal labor law or Section 13(c) (49 U.S.C. §5333(b)), the**

Contractor has voluntarily agreed and committed to honor the collective bargaining agreement negotiated and agreed to by the incumbent contractor and Amalgamated Transit Union Local 1091, as reflected in the Contractor's letter to CapMetro dated September 14, 2023, which is included as Exhibit I to the Contractual Terms and Conditions between CapMetro and the Contractor. As a result, CapMetro and the Contractor recognize that some of the provisions in this section 25 regarding initial terms and conditions of employment and negotiating an initial collective bargaining agreement may not be applicable in part. The Contractor shall collaboratively work with Amalgamated Transit Union Local 1091 and CapMetro to facilitate a good working relationship to positively impact employees and fixed route services. The Contractor shall identify the processes, procedures and personnel who are critical to the success of this operation. The Contractor shall explain its understanding of, and approach to, team building, employee motivation and discipline, labor negotiations and grievance resolution. The Contractor shall explain the process that will be used to assure compliance with federal, state and local wage and labor regulations including Section 5333(b) of title 49 (otherwise known as section 13(c) labor protection) and the Fair Labor Standards Act. The Contractor shall identify the primary labor negotiator for the team. The Contractor shall present evidence of any work stoppage experienced by the company in other operations.

25.2 The Contractor shall recognize any union selected by the employees or otherwise recognized in accordance with applicable law as the authorized representative, for purposes of collective bargaining. The Contractor shall commence collective bargaining negotiations as promptly as possible and shall negotiate in good faith with the goal of reaching a collective bargaining agreement with the union as soon as possible. See Attachment: Incumbent Contractor's Current Collective Bargaining Agreement. Any such collective bargaining agreement shall include provisions addressing health benefits, retirement, grievance procedures, recognition of seniority, and related matters that are normally the subject of collective bargaining between management and labor in the private sector transportation industry. The Contractor shall establish initial terms and conditions of employment as a condition to hiring in accordance with the following requirements:

25.2.1 Seniority Rights. The Contractor shall recognize the seniority rights of represented employees in accordance with the existing seniority roster at the incumbent contractor. Seniority shall apply to those matters normally subject to seniority status under collective bargaining agreements in the transit industry, including layoffs, re-hiring/return from furlough, bidding on shifts and selection of vacation.

25.2.2 Health and Welfare. The Contractor shall offer health, disability, dental, life and accidental death insurance for its employees that is substantially equivalent, in terms of type and scope of coverage, to the insurance coverage offered by the prior employer. The Contractor shall bargain collectively with the union regarding contributions to premiums, co-payments, deductibles and other economic matters relating to such insurance.

25.2.3 Retirement. The Contractor shall provide a retirement plan for its employees. The Contractor shall bargain collectively with the union regarding the terms and conditions of such retirement plan, including the levels or amounts of employee and employer contributions to the plan.

25.2.4 Wages. The Contractor shall pay each employee an amount that is not less than the current applicable hourly wage.

25.2.5 Grievances. The Contractor shall establish a procedure for the consideration, appeal and resolution of grievances. Meeting Service-Provider established grievance timelines is critical to maintaining positive labor relations. Documented incidents of failing to meet Service-Provider's established grievance timelines will result in a PDC of one hundred dollars (\$100) per incident.

25.2.6 Discipline. The Contractors shall establish a procedure for handling employee discharge and other discipline that allows for discharge or discipline if work is not satisfactory or for other just cause basis and that provides advance written notice to the employee, an opportunity for response before a proposed disciplinary action becomes final, and a process for appeal to a neutral party. Documented incidents of failing to meet Contractor's established disciplinary timelines will result in a PDC of one hundred dollars (\$100) per incident.

25.2.7 Accrued Leave. The Contractor shall ensure that individual employee balances of accrued sick, vacation, and other Paid Time Off (Seniority Day, Birthday, Floating Holiday) leave with the incumbent contractor are established at the levels which are in existence on the date of the employee's separation of employment with the incumbent contractor. This will include any vacation earned that has not been taken. The Contractor shall honor the vacation mark ups of the prior employer.

25.2.8 The terms and conditions specified above shall remain in effect as initial terms and conditions of employment until a collective bargaining agreement is reached with the union. The collective bargaining agreement between the Contractor and the union must contain (at a minimum) the terms, conditions and subjects specified above unless the Contractor and the union expressly agree to alternative terms.

25.3 The Contractor shall negotiate in good faith as to the duration of a collective bargaining agreement or other labor contract with the labor organization representing its workforce. Any collective bargaining agreement that has a term or duration that extends beyond the then current term of this Contract shall not impose any obligations on, apply to, or otherwise affect CapMetro or any subsequent contractor.

25.4 The Contractor shall provide CapMetro, throughout the Contract term, with copies of all collective bargaining agreements, side letters, and amendments entered into with any union representing the Contractor's employees.

25.5 The Contractor shall propose a comprehensive Labor Relations approach. The Labor Relations Plan should detail the Contractor's approach to labor relations, including efforts expected to avoid a work stoppage. Additionally, the Contractor's Plan shall [certify] shall specify its approach for continuing to provide service in the event of a work stoppage.

25.6 CapMetro will [maintain] be responsible for the accrued liability for accrued time off for all employees, including accrued vacation, sick time, other Paid Time Off (Seniority Day, Birthday, Floating Holiday) under the terms of any collective bargaining agreement between the Contractor and the union representing its employees or under the terms of any employment contract or agreement.

25.6.1 The Contractor must report the value of such accruals to CapMetro quarterly, including details about the type of leave accrued, the hours of leave accrued, forfeited, and the current rate of pay. Accrual information must be reported on an individual employee basis.

25.6.2 The Contractor must report the value of accrued leave paid out each month, including details about the type of leave taken, the hours of leave accrued, forfeited, and the current rate of pay on a quarterly basis. Payout information must be reported on an individual employee basis.

25.6.3 The Contractor must report pay rate changes each month on an individual employee basis. The value of that employee's accrued leave balance will be adjusted at the end of the month during which they receive a pay rate change.

25.6.4 The Contractor shall not have any liability for accrued leave at the end of the contract term.

25.7 The Contractor shall recognize existing seniority of employees in the hiring process. The Contractor shall provide a priority of employment to all bargaining unit employees of CapMetro's incumbent contractor who are represented by the union and are employed by the incumbent on the day prior to the commencement of services under this Contract and are in good standing. The Contractor shall also offer a priority of employment to non-represented employees of the incumbent contractor. The Contractor shall not be required to offer employment to any person who:

- (i) Fails to successfully complete drug and alcohol testing.
- (ii) Fails to successfully complete a physical examination for the specific position involved.
- (iii) Fails the background or MVR checks conducted per Exhibit E - Revised-3 Contractual Terms & Conditions.

The Contractor shall keep records of the hiring process conducted, employee interviews, hiring decisions made, and background checks and testing results, and share such records with CapMetro on request.

25.8 If necessary, to assist in the transition of any services or employees to another entity, the Contractor must, upon request, provide identified health care claims information to CapMetro and any other non-proprietary and non-confidential information that would aid in ensuring that the cost of coverage is fully understood.

25.9 If services are to be transitioned at any time to a subsequent contractor, the Contractor must ensure that any former employee can access all contributed amounts in any Health Savings Account or other such flexible spending account.

25.10 CapMetro considers having an employee local rule book essential. An employee handbook can be the vehicle to help employers effectively disseminate the required information and fulfill these requirements in accordance with the collective bargaining agreement. Contractor is required to accomplish this task within 90 calendar days after Contract Notice to Proceed.

26. ANNUAL BUS ROADEO

Operators and maintenance teams from all CapMetro's bus and paratransit Contractors are eligible to participate. Staff from Contractor, CapMetro and other bus Contractors shall be expected to serve as judges. The Contractor is encouraged to develop plans to solicit sponsorships from vendors and/or other services providers. Local Rodeo winners (top scoring operator and maintenance team) will be sent to the Texas State Rodeo and the APTA International Bus Rodeo.

CapMetro will reimburse the winners' employer for actual travel expenses associated with this trip, provided such travel occurred within CapMetro's travel guidelines. CapMetro's reimbursement will include guest registration for the spouse or partner of each Rodeo Team member.

27. MARKETING AND PUBLIC RELATIONS

27.1 CapMetro shall furnish all schedules, maps, and other printed materials required for marketing the service.

27.2 The Contractor shall distribute CapMetro passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by CapMetro from time to time. This includes distribution of pocket schedules on each vehicle. The Contractor will actively support CapMetro and its efforts to communicate to its staff through digital, print, and verbal communications.

27.3 CapMetro shall be the exclusive official public media contact in connection with transportation service. Under no circumstances shall the Contractor or its employees be permitted to distribute any confidential printed or written materials pertaining to CapMetro or other affiliates without permission from the CapMetro Program Manager or designee. The Contractor is required to notify and consult with the Authority prior to making public statements or conducting media interviews in an official capacity.

28. FAILURE TO COMPLY

If any services performed hereunder or equipment provided hereunder do not conform with the requirements of the contract, CapMetro shall have the right to require the Contractor to immediately take all necessary steps to ensure future performance of the Services in conformity with the requirements of the Contract and reduce the contract price to reflect the reduced value of the actual vehicle hours performed. In the event the Contractor fails promptly to take necessary steps to ensure future performance of the Services in conformity with the requirements of the Contract, CapMetro shall have the right to terminate the Contract for default.

29. CAPMETRO POLICIES

The Contractor shall always comply, and cause its assigned personnel and subcontractors to comply, with CapMetro's system-wide policies and procedures. CapMetro's system-wide policies and procedures, as revised, supplemented, and updated from time to time. These policies and procedures include, but are not limited to, the documents can be found on CapMetro's Contractor extranet site located at https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?viewpath=%2Fsites%2FEXT_MOSP%2FPoliciesProcedures%2FForms%2FAllItems.aspx or as otherwise provided by CapMetro to the Service Provider during the term of the Contract. CapMetro will notify The Contractor of any changes to policies or procedures, or of any changes to the link that accesses the policies and procedures. The Contractor will be responsible for the distribution of such policies and procedures, as amended, supplemented, and updated from time to time, to all assigned personnel and require familiarity with such policies and procedures by all assigned personnel.

30. INNOVATIVE BENEFIT PROGRAMS

30.1 CapMetro and current the Contractor employees participate in two innovative benefit programs, the Wellness program and the Child Care Center.

30.2 **Child Care.** CapMetro operates a childcare center serving the needs of families with children from infant through pre-Kindergarten (age 5). CapMetro extends priority access to the Contractor employees to gain a higher priority on the waiting list for enrollment. CapMetro has established a reduced tuition rate schedule for CapMetro employees. Should the Contractor wish to extend these reduced tuition rates to their employees as an additional benefit, CapMetro will facilitate such rate discounts as a credit to the amounts owed on the Contractors monthly invoice. Federal and or State tax credits may be available to companies contributing to center-based childcare for their employees.

30.3 **Wellness Program.** The Wellness and Fitness Center division's mission is to partner with our employees and contractors to improve and maintain healthy long-term lifestyle habits and to create a healthier and safer workforce that fulfills Capital Metro's mission. The department's primary responsibilities are to develop innovative health pro-grams, create opportunities to change behaviors and develop healthy habits, reduce costs and improve morale, coordinate wellness initiatives and manage Capital Metro's fitness centers. The Wellness department operates three fitness centers at major operational facilities and provides resources and counseling to those that desire to improve their wellbeing. We are guided by the Seven Dimensions of Wellbeing to address the whole person and all facets of wellbeing. Our nationally recognized program has many successes although we are driven by the individual success achieved by our participants.

31. MOBILIZATION AND START UP SCHEDULE

31.1 The Contractor shall provide an implementation/mobilization schedule submitted with its Proposal. This schedule shall include all the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin (the Mobilization period would be from Notice to Proceed, anticipated to be within October 2023, through December 31, 2023, and the contracted services to begin January 1, 2024. The Contractor shall provide passengers with a seamless transition that aims to provide those passengers with high-quality and uninterrupted service throughout this process.

31.1.1 The Contractor mobilization plan shall detail the communication with incumbent employees and timelines for application, interview, training, etc. Should employees being transferred be required to undergo training, the Contractor shall work with the existing Contractor as to agreeable dates/times employees will be allowed to attend training session(s).

31.2 During mobilization, CapMetro will make available to the Contractor at each facility three (3) buses for training during the weekday, and up to twenty (20) buses during the weekend for training purposes. During this period, CapMetro will be responsible for servicing and maintenance of these vehicles. The Contractor will be responsible for any damage and/or abuse resulting from training activities.

31.3 The Contractor shall have adequate staff onsite before the startup of the Contract. The Contractor shall also maintain adequate staffing levels up through the transition.

31.4 Plan Submission. The Contractor shall be required to submit for CapMetro review and approval the following plans within the deadlines stated:

- (i) Mobilization Plan – 10 days after Notice to Proceed
- (ii) Staffing Plan – within 30 days of contract commencement
- (iii) Labor Relations Plan – within 30 days of contract commencement
- (iv) Performance Monitoring Plan – prior to commencement of the contract

31.5 The required plans specific to this Scope of Services shall be submitted within the required timeframe. The Contractor will not be allowed to begin service until all plans are submitted and approved by CapMetro.

31.6 The Contractor recognizes that the Services under this Contract are vital to CapMetro and shall be continued without interruption and that upon Contract expiration, another entity, either CapMetro or another Contractor, will continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition.

32. IMPROVEMENTS TO REQUESTED SERVICES

32.1 It is CapMetro's desire to provide the most efficient and cost-effective service without compromising service quality. If there are requirements that are included in the description of services that could be modified to reduce cost

or improve quality, please identify those areas on a separate attachment along with the potential savings. Such alternate proposals shall be submitted with an in-depth description, detailing the proposal and the benefit to CapMetro. See Exhibit C-Revised-1 – Solicitation Instructions and Conditions.

32.1.1 Service or Technology Innovations: The Contractor will be required to support CapMetro in deploying future transit innovations, such as, but not limited to, electric buses, fully or partially automated vehicles, on-demand/flexible service delivery models, mobility as a service technology, innovative fare collection or other public transit innovations which may arise. Should CapMetro decide to launch such a project, CapMetro will work collaboratively with the Contractor to develop the scope for such services. The price for such service will be negotiated at the time, using the pricing details provided in Exhibit A-1 - Revised-3 as the basis of calculating the incremental cost increase for such pilot service. Contractors shall describe in their proposal their approach and capability for supporting such efforts. See Exhibit C – Revised-1 Solicitation Instructions and Conditions.

EXHIBIT H

IT PROPRIETARY RIGHTS AND DATA SECURITY ADDENDUM

Capital Metro Transportation Authority (“the Authority”) has invested extensive time, money and specialized resources into developing, collecting and establishing its tangible and intangible proprietary assets. This Proprietary Rights and Data Security Addendum (this “Addendum”) identifies and acknowledges the Authority’s proprietary rights, establishes baseline commitments regarding data security and represents a set of standard terms applicable to service providers and business partners when they enter into contracts with the Authority. Capitalized terms used in this Addendum have the meanings set forth in the Agreement, unless differently defined in this Addendum. The Contractor is responsible for ensuring compliance with the terms of this Addendum by the Contractor’s employees, agents and contractors and all of the restrictions and obligations in this Addendum that apply to the Contractor also apply to the Contractor’s employees, agents and contractors. The term “including” or “includes” means including without limiting the generality of any description to which such term relates.

1. DEFINITIONS

The following terms will have the meanings described below in this Addendum.

(a) “Authority Data” means all data, content or information, in any form or format, including interim, Processed, compiled, summarized, or derivative versions of such data, content or information, and any insights that may be learned from such data, content or information, that may exist in any system, database, or record that is either

- (i) provided by or on behalf of the Authority or its customers to the Contractor, or
- (ii) is obtained, developed, produced or Processed by the Contractor or its systems, in each of (i) and (ii) in connection with the relationship or arrangements established by the Contract, but excluding any data or information that is expressly defined as owned by the Contractor in the Contract.

(b) “Authority Electronic Property” means:

- (i) any websites controlled by the Authority,
- (ii) any Authority mobile device apps,
- (iii) any application programming interfaces (API) to the Authority’s information technology systems,
- (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and
- (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by customers obtaining products or services from the Authority.

(c) “Contract” means that certain contract for products and services entered into between the Contractor and Authority to which this Addendum is attached or incorporated by reference.

(d) “Data Law” means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, which is applicable to either the Contractor or the Authority, issued or enacted by any national, state, county, municipal, local, or other government or bureau, court, commission, board, authority, or agency, relating to data security, data protection and/or privacy. Data Laws also include ISO 27001 and ISO 27002, the most current Payment Card Industry Data Security Standard (the “PCI DSS”, and other industry standard practices) and any financial standards or business requirements applicable to the Authority’s business or the Authority Data and/or the Authority Electronic Property.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(e) “Personal Identifying Information” means any data that identifies or could be used to identify a natural person, including name, mailing address, phone number, fax number, email address, Social Security number, credit card or other payment data, date of birth, driver’s license number, account number or user ID, PIN, or password.

(f) “Process” or “Processing” means, with respect to Authority Data, to collect, access, use, process, modify, copy, analyze, disclose, transmit, transfer, sell, rent, store, or retain or destroy such data in any form. For the avoidance of doubt, “Process” includes the compilation or correlation of Authority Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from Authority Data.

(g) “Remediation Efforts” means, with respect to any Security Incident, activities designed to remedy a Security Incident which may be required by a Data Law or by the Authority’s or the Contractor’s policies or procedures, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident. Remediation Efforts may include:

- (i) development and delivery of legal notices to affected individuals or other third parties;
- (ii) establishment and operation of toll-free telephone numbers for affected individuals to receive specific information and assistance;
- (iii) procurement of credit monitoring, credit or identity repair services and identity theft insurance from third parties that provide such services for affected individuals;
- (iv) provision of identity theft insurance for affected individuals;
- (v) cooperation with and response to regulatory, government and/or law enforcement inquiries and other similar actions;
- (vi) undertaking of investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics;
- (vii) public relations and other crisis management services; and
- (viii) cooperation with and response to litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each case of examples (i) through (viii), payment of legal costs, disbursements, fines, settlements and damages.

(h) “Security Incident” means:

- (i) the loss or misuse of Authority Data and/or the Authority Electronic Property;
- (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of the Authority Data and/or the Authority Electronic Property;
- (iii) unauthorized access to internal resources;
- (iv) programmatic manipulation of a system or network to attack a third party;
- (v) elevation of system privileges without authorization;
- (vi) unauthorized use of system resources;
- (vii) denial of service to a system or network; or
- (viii) any potential or confirmed exposure (which may stem from an act or omission to act) that would result in any of the events described in (i) through (viii).

(i) “Security Policies” means statements of direction for Security Requirements and mandating compliance with applicable Data Laws. Typically, Security Policies are high level instructions to management on how an organization is to be run with respect to Security Requirements.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(j) “Security Procedures” means statements of the step-by-step actions taken to achieve and maintain compliance with Security Requirements.

(k) “Security Requirements” means the security requirements set forth below in Section 7 of this Addendum and any security requirements requested by the Authority from time to time.

(l) “Security Technical Controls” means any specific hardware, software or administrative mechanisms necessary to implement, maintain, comply with and enforce the Security Requirements. Security Technical Controls specify technologies, methodologies, implementation procedures, and other detailed factors or other processes to be used to implement and maintain Security Policies and Procedures relevant to specific groups, individuals, or technologies.

2. FISMA COMPLIANCE

Both parties will comply with all federal and state regulations, statues, and laws that govern this Agreement which includes, without limitation, the Federal Information Security Management Act, 2006 (FISMA) to the extent applicable to the Authority’s business or the products and services provided by the Contractor. The Contractor accepts ultimate responsibility and liability for the protection and preservation of all Authority Data and the Authority Electronic Property through a security operational plan (the “Security Plan”). The Contractor will make available a current copy of the Security Plan for review upon the Authority’s request. FISMA requires organizations to meet minimum security requirements by selecting the appropriate security controls as described by NIST Special Publication (SP) 800-53 revision 4, “*Security and Privacy Controls for Federal Information Systems and Organizations.*” Note that organizations must always reference the most current version of NIST SP 800-53 for the security control selection process. The Contractor should meet the minimum-security requirements detailed in FIPS Publication 200.

3. AUTHORITY DATA

As between the Contractor and the Authority (*i.e.*, without addressing rights of third parties), the Authority is the sole owner of all rights, title and interest in and to Authority Data and the Authority Electronic Property. Except as expressly authorized in the Agreement, the Contractor may not use, edit, modify, create derivatives, combinations, or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, disclose, sell or Process any Authority Data or Authority Electronic Property. The Contractor will not use Authority Data or Authority Electronic Property in a manner that is harmful to the Authority.

4. PERSONAL IDENTIFYING INFORMATION

The Contractor will comply with any Data Laws relating to the use, safeguarding, or Processing of any Personal Identifying Information, including any requirement to give notice to or obtain consent of the individual. In Processing any Personal Identifying Information, the Contractor will at all times comply with any posted privacy policy or other representations made to the person to whom the information is identifiable, and to communicate any limitations required thereby to any authorized receiving party (including any modifications thereto) in compliance with all Data Laws. The Contractor will ensure that any such receiving party abides by any such limitations, in addition to the requirements of the Agreement. Notwithstanding the foregoing, the Contractor represents and warrants that Personal Identifying Information will not be Processed, transmitted, or stored outside of the United States. The Contractor shall take reasonable steps to maintain the confidentiality of and will not reveal or divulge to any person or entity any Personal Identifying Information that becomes known to it during the term of this Contract. The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Personal Identifying Information by its employees and subcontractors and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the Authority may make to promote the safeguarding or confidentiality of Personal Identifying Information. The Contractor must conduct background checks for employees or sub-Contractors that have access to Personal Identifying Information or systems Processing Personal Identifying Information. The Contractor must limit access to computers and networks that host Personal Identifying Information, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection systems.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

In addition to the foregoing, to the extent that any Personal Identifying Information qualifies as Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," found at Public Law 104-191), and certain privacy and security regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and its implementing regulations found in the Omnibus Final Rule (collectively the "HIPAA Regulations") found at 45 C.F.R. Parts 160, 162 and 164, the Contractor will execute and abide by the rights and obligations set forth in the Business Associate Agreement of the Authority.

5. NO IMPLIED RIGHTS

No right, license, permission, or ownership or other interest of any kind in or to any Authority Data or other intellectual property rights owned or licensed by the Authority is or is intended to be given or transferred to or acquired by the Contractor except as expressly stated in writing in the Agreement.

6. PROHIBITED INTERNET PRACTICES

The Contractor will not, and will not authorize or encourage any third party to, directly or indirectly:

- (a) use any automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisements or Internet promotions on Authority Electronic Property or in relation to advertisements or Internet promotions of the Authority (or its products or services) on third party websites; or
- (b) collect or Process data from an Authority Electronic Property other than as has been expressly authorized by the Authority in the Agreement or another written agreement with the Authority. Except as expressly allowed in the Agreement, the Contractor will not "screen-scrape" Authority Electronic Property or conduct any automated extraction of data from Authority Electronic Property or tracking of activity on Authority Electronic Property.

7. SECURITY REQUIREMENTS

The Contractor will apply reasonable physical, technical and administrative safeguards for Authority Data that is in the Contractor's possession or control in order to protect the same from unauthorized Processing, destruction, modification, or use that would violate the Agreement or any Data Law. The Contractor represents and warrants that the Security Policies, Security Procedures and Security Technical Controls as they pertain to the services being rendered to the Authority by the Contractor or its subcontractors and any Processing of Authority Data by the Contractor or its subcontractors will at all times be in material compliance with all Data Laws. In addition, the Contractor will require any of its employees, agents or contractors with access to Authority Data to adhere to any applicable Data Laws, and the Contractor represents and warrants that such employees, agents and contractors have not been involved in any violation of applicable Data Laws in the twenty-four months before the Effective Date. The Contractor will take into account the sensitivity of any Authority Data in the Contractor's possession in determining reasonable controls used to safeguard such Authority Data.

8. DATA SEGREGATION AND ACCESS

The Contractor will physically or logically segregate stored Authority Data from other data and will ensure that access to Authority Data is restricted to only authorized personnel through security measures. The Contractor will establish and maintain appropriate internal policies, procedures and systems that are reasonably designed to prevent the inappropriate use or disclosure of Authority Data.

9. PCI COMPLIANCE

If the Contractor Processes payment card data, cardholder data, or sensitive authentication data on behalf of the Authority or if the Contractor otherwise can impact the security of said data belonging to the Authority, the Contractor is responsible for the security of said data. The Contractor represents and warrants that it has performed an assessment to confirm that the material aspects of the Contractor's Security Policies, Security Procedures and Security Technical Controls (as they pertain to the services being rendered to the Authority by the Contractor or its subcontractors and any Processing of Authority Data by the Contractor or its subcontractors) comply with the PCI DSS and the Contractor will repeat this assessment each year during the Term. The Contractor will provide certification of compliance with this requirement upon request from the Authority.

10. SECURITY REVIEWS AND AUDITS

The Contractor will, upon request, provide the Authority with reports of any audits performed on the Contractor's Security Policies, Security Procedures or Security Technical Controls. At a minimum, such reports will include any certifications of the Contractor's agents and contractors. Additionally, the Contractor will respond within a reasonable time period to any inquiries from the Authority relating to the Contractor's and its agents' and contractors' Security Policies, Security Procedures and Security Technical Controls. The Contractor will, upon the Authority's request, provide the Authority or its representatives access to the Contractor's and its agents' and contractors' systems, records, processes and practices that involve Processing of Authority Data so that an audit may be conducted. the Authority will not exercise such audit right more frequently than once per twelve (12) month period and the Authority will bear the full cost and expense of any such audit, unless such audit discloses a Security Incident or a breach of this Addendum or the Agreement, in which case the Contractor will bear the full cost and expense of such audit and a further audit may be conducted by the Authority or its representatives within the current twelve (12) month period.

11. SECURITY INCIDENTS

The Contractor will timely and promptly notify the Authority upon discovering or otherwise learning of a Security Incident involving the Authority Data or the Authority Electronic Property, to the extent within the Contractor's access, possession or control. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. The Contractor will:

- (a) at the Authority's direction undertake Remediation Efforts at the Contractor's sole expense and reimburse the Authority for its reasonable costs and expenses in connection with any Remediation Efforts it elects to undertake,
- (b) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and
- (c) reasonably cooperate with any Remediation Efforts undertaken by the Authority.
- (d) Without limiting the foregoing, the Contractor will:
 - (i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics,
 - (ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the Authority in response to regulatory, government and/or law enforcement inquiries and other similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each instance of Security Incident, be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data and/or the Authority Electronic Property under such interlocal agreements.

12. NOTICE TO THE AUTHORITY CUSTOMERS AND EMPLOYEES

Any notifications to any of the Authority's customers or employees regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact the Authority's customers or employees relating to such Security Incident unless the Contractor is under a legal obligation to do so, in which event:

- (a) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal obligation to notify such customers or employees and explain in such notice to the Authority the basis for the legal obligation and
- (b) the Contractor will limit the notices to any of the Authority's customers and employees to those required by the legal obligation or as pre-approved by the Authority.
- (c) The Contractor will reasonably cooperate in connection with notices to the Authority's customers and employees regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

13. EQUITABLE RELIEF

The Contractor acknowledges that the Authority may have no adequate remedy at law if there is a breach or threatened breach of any of the obligations set forth in this Addendum and, accordingly, that the Authority may, in addition to any legal or other remedies available to the Authority, seek injunctive or other equitable relief to prevent or remedy such breach without requirement of a bond or notice. The Contractor will not object or defend against such action on the basis that monetary damages would provide an adequate remedy.

EXHIBIT I

**RFP 802071
CONTRACTED BUS OPERATIONS
& MAINTENANCE SERVICES**

**KEOLIS TRANSIT SERVICES, LLC
COMMITMENT TO HONOR
COLLECTIVE BARGAINING AGREEMENT TERMS
LETTER DATED SEPTEMBER 14, 2023**

September 14, 2023

Mr Muhammad Abdullah
VP Procurement & Chief Contracting Officer
Capital Metro

Dear Muhammad,

I write to confirm that, should Keolis be appointed as contract operator, we will honor the terms of the CBA currently being negotiated with ATU members for the Capital Metro Bus Operations & Maintenance Services contract. It is our intent to memorialize this agreement through a Memorandum of Understanding with ATU during the contract mobilization.

We look forward to working closely with ATU and its members throughout the contract term, focusing on creating a work environment where all employees will feel welcomed, supported, valued and enabled to deliver excellent service to Capital Metro and its passengers.

Yours sincerely,



David Scorey,
Chief Executive Officer,
Keolis America Inc.

CC:

Mr. Steve Shaw, Chief Operating Officer, Keolis
Mr Mike Ake, VP & General Manager to Capital Metro (designate), Keolis
Mr. Robert Anderson, VP Human Resources, Keolis





ATTACHMENTS

Bus Bridge Procedures 4.14

Capital Metro IT Incident Response Process 7.5

Physical Access Control Policy 9.4.2

Capital Metro Uniform and Appearance Standards 10.3.3/10.4.3/11.3.1

Risk Assessment Request 10.7.3

Making Safe Bus Stops 11.1.3

Fare Collection Procedures 11.1.4

Emergency Notification/Event Classification Procedure 7.4

Accident and Incident Scene Responsibilities 12.4

Accident/Incident Protocols 12.4.2

Accident Definitions & Criteria for Monthly Reporting 12.4.3

Operator and Supervisor Accident Incident Report Template 12.4.3

Preventability Checklist for Unreported Damage 12.4.4

Accident/Incident Monthly Log 12.4.5

Capital Metro's Employee Reporting System and Close Call Reporting System 12.5.4

Capital Metro Electronic Device Procedure 12.5.6

OrbCAD Operations Manual & Procedures 8.1

Lost and Found Procedures 22.7

List of Performance Deficiency Credits, Incentives/Disincentives 15.6 – Revised-2

Current Combined Bargaining Agreement (CBA) 25.2

ATTACHMENT

BUS BRIDGE PROCEDURES 4.14

	Operations Control Center Standard Operating Procedures	OCC – SOP 26.0
Subject: Standard Operating Procedure for Bus Bridge Activation		Page 1 of 7
Date: April 1, 2020	Revised Date: August 10, 2020	Revision Version: V2.0

Document Control

Document Name	Operations Control Center (OCC): Standard Operating Procedure for Bus Bridge Activation
File Name	SOP 26.0 – Bus Bridge Activation – V2.0_201010
Approved By:	 : VP, Rail Operations

1.0 PURPOSE

The purpose of this Standard Operating Procedure is to define roles and responsibilities of Rail, Bus and the OCC Manager when a Bus Bridge is activated.

2.0 SUMMARY

The OCC Manager is responsible for monitoring all conditions that could affect CMTA operations on a 24-hour basis. The OCC Manager will receive the request from the rail dispatcher when rail service has an incident requiring a bus bridge. The OCC Manager will then coordinate with the bus dispatchers to effectively provide bus bridge service.

3.0 EVENT CLASSIFICATION SYSTEM

Note that the activation of a bus bridge is a Level One – Severe Event Classification. Refer to the Event Classification System for definitions and description of the Everbridge notification process.

4.0 MODE OF SERVICE

This SOP provides critical information for both bus and rail operations that may require separate instructions between modes of service. It is important that the user recognizes the difference as well as the similarities between the requirements.

5.0 PROCEDURE

5.1. Roles and Responsibilities:

Rail Dispatch

1. Inform OCC manager of the following:
 - a. Stations that require a bus bridge.
 - i. Is the Bus Bridge between stations or the entire commuter rail line?
 - b. Number of passengers on the trains.



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- c. All pertinent information needed for social media and Everbridge notification.
 - i. Exact circumstance that activated the Bus Bridge.
 - ii. If known, anticipated length of delay.
2. Inform Train Crew of the following:
 - a. Make announcements informing customer of circumstances.
 - i. Once informed, the train crew should direct customers to regular scheduled bus service.
 - b. Direct customers to the Bus Bridge location and/or to Rail Supervisor.
3. Rail Supervisors:
 - a. Dispatch to the affected stations.
 - b. Ensure Rail Supervisors direct customers to bus bridge location.
4. Communication to customer:
 - a. Ensure DMS signs are updated.

Note: In the event of a train evacuation bus operators will be advised to according to the SOP 19.0 - Evacuating Passengers from Trains

OCC Manager

1. Initial Steps:
 - a. Determine if a bus can be diverted from a regular serviced route to the bus bridge locations.
 - Leander: Route 985 and 987
 - Lakeline: Routes 985 and 987
 - Howard: Route 980
 - Kramer: Routes 3 & 803
 - Crestview: Routes 1, 7, & 801
 - Highland: Route 7
 - MLK: Route 18
 - Plaza Saltillo: Routes 4 & 22
 - Downtown: Routes 4 & 22
 - b. Take into consideration if it is the AM or PM peak.
2. Inform Rail Dispatchers of the following:
 - a. Routes of regularly scheduled bus services at the affected stations.



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- b. Ensure any delay updates are properly communicated.
3. If alternate service is not possible, activate the bus bridge. Inform Bus Dispatcher of the following:
 - a. Bus bridge procedure has been activated.
 - b. Provide the number of passengers on the trains.
 - c. Request the location, and ETA of the bus (es) to the platform when known. Ensure information is given to Rail Dispatcher.
 - d. Ensure enough information has been received for social media and Everbridge notifications.
4. When no buses can be located, service provider’s upper management and CMTA personnel must be notified to begin the service curtailment procedure.
 - o Based on the location of the effected rail station the dispatcher will instruct the driver to either complete the service or transfer passengers,
 - o When a bus is removed from a route dispatchers and supervisors will adjust the line, notifying the drivers on the route to hold or close the gap, in order to have the least impact to customers
 - o Documentation of service adjustment must be made in the incident log
5. Return to normal service
 - o After the immediate need for evacuation is cleared
 - Train or track restored to normal operation
 - Train has been replaced
 - Track is repaired
 - o If the safety concern will be long term the effected station will be closed, and the bridge will continue.
 - o If the safety concern effects the entire rail system, all stations will be closed
 - o The OCC manager will be notified by rail dispatch of the determination and will take all necessary steps to notify the public and internal staff.
6. Make notifications by Everbridge and social media when restored to regular operations

Bus Dispatcher

1. Inform OCC Manager of the following:
 - a. ETA of bus (es) to affected Rail station.
 - b. Any circumstances affecting the arrival of the bus, such as, off route operators.



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- i. Ensure Operator (s) dispatched to the Rail station is aware of the route to Rail Station (s).
- c. Departure time and number of passengers transported for each bus used in the Bus bridge.
2. Inform Bus Supervisors of the following:
 - a. Activation of a Bus Bridge.
 - b. Dispatch Supervisor to location to direct customers to buses.
 - c. Count the number of passengers on each bus and ensure buses depart efficiently.
3. When no immediate resources are available to perform the bus bridge, bus dispatchers will do the following to request support:
 - a. Make all-calls
 - b. Send messages to Mobile Data Terminal (MDT)
 - c. Call vehicle operators directly
4. Identify the regular route service that will be pulled, in the event there are no operators or vehicles immediately available, such as, but not limited to the following:
 - Leander: Route 985 and 987
 - Lakeline: Routes 985 and 987
 - Howard: Route 980
 - Kramer: Routes 3 & 803
 - Crestview: Routes 1, 7, & 801
 - Highland: Route 7
 - MLK: Route 18
 - Plaza Saltillo: Routes 4 & 22
 - Downtown: Routes 4 & 22



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6.0 REFERENCE DOCUMENTS

The following linked document(s) contain information that is consistent with the topic of this SOP and must be reviewed for additional instructions;

1. [SOP 19.0 - Evacuating Passengers from Trains](#)
2. [Event Classification System - Notification and Response Requirements](#)

7.0 RESPONSIBLE REVIEWER(S):

- Vice President, Rail Operations
- Vice President of Bus Operations & Maintenance
- Director, Security & Emergency Management
- Manager, Bus Service Delivery
- Program Manager, Bus Contracts

8.0 BUS BRIDGE MATRIX

The process for creating and implementing a Bus Bridge, and the interaction between the Rail Dispatcher, Bus Dispatcher and the OCC manager is illustrated in the matrix diagram provided below:



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Flow of Bus Bridge Activation (Level 1-Severe) 				
	Train Dispatcher	Train Operator	OCC Manager	Bus Dispatcher
Event	Determine extent of outage/interruption; is a bus bridge needed?			
Incident / Service Delay	<ul style="list-style-type: none"> Initiate Bus Bridge Activation. Is a bridge needed between two stations only or should buses follow train alignment? Is it AM or PM peak? Send buses to station with the most passengers. Instruct vehicle operators to provide number of passengers on trains. 	<ul style="list-style-type: none"> Provide number of passengers on train to dispatcher. Make announcements to passengers regarding service delay. 	<ul style="list-style-type: none"> Receive bus bridge request. Determine if a bus can be diverted from regularly scheduled service to Bus Bridge location. Is bus bridge between two stations or entire alignment. Instruct service providers to make all calls to request buses. If no buses can be located, call supervisor/upper management of service providers and CMTA. Update social media/send out Everbridge notification. 	<ul style="list-style-type: none"> Provide OCC Manger ETA of Bus (es) to location. Dispatch Bus Supervisor to location. Inform OCC Manager of any circumstances affecting the arrival of bus (es) to location. Once bus has departed location, inform OCC Manager of the time and number of customers on bus.
	Inform vehicle operators to make announcements regarding the service delay.	Give passengers an ETA of buses arrival when informed by dispatcher.	<ul style="list-style-type: none"> Provide ETA and number of buses to rail stations. Provide updated information to train dispatcher. 	
	<ul style="list-style-type: none"> Update DMS signs. Provide timely information to OCC Mangers. This information is needed for OCC managers to send out updated emails. 			



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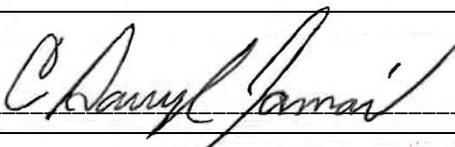


ATTACHMENT

**CAPITAL METRO IT
INCIDENT RESPONSE
PROCESS 7.5**

 Operations Control Center Standard Operating Procedures		OCC – SOP 34.0
Subject: Standard Operating Procedure for IT Security Incident Response		Page 1 of 9
Date: April 1, 2020	Revised Date:	Revision Version: V1.0

Document Control

Document Name	Operations Control Center (OCC): Standard Operating Procedure for IT Security Incident Response
File Name	SOP 34.0 - IT Security Incident Response – V1.0_200401
Approved By:	 ; Director, Security & Emergency Mgmt.

1.0 PURPOSE

The purpose of this section is to describe how Capital Metro defines and responds to a security incident. A security incident is where there has been a breach in the integrity of the Capital Metro IT environment.

2.0 OVERVIEW

There has been a significant increase in ransomware and other malicious software that pose a direct threat to the security of many governmental agencies and private corporations.

Security incidents can be hard to recognize. They may best be described as unusual or unauthorized system or network activity. Activity that adversely impacts or affects normal operations; thereby, causing either monetary damage or loss of system integrity and confidence. The following is a short list of typical Incidents:

- Unauthorized modification of a system either via an individual or via malicious software.
- Unauthorized access to internal resources
- Elevation of system privileges without authorization.
- Unauthorized use of system resources (storage, CPU, memory, processes, etc.).
- Denial of service to a network.
- Programmatic manipulation of a system or network to attack a third party

3.0 COMMON SYMPTOMS OF MALICIOUS CYBER SOFTWARE

Common ways ransomware enters corporate networks is through email and web links. Often, scammers will include malicious links or attachments in emails that look harmless. But once they have been clicked-on they can cause a substantial security threat to our network, as well as do other damage to your computer. Although the IT staff at CMTA maintain controls to help protect our networks and computers from this type of attack, with the quickly changing attack scenarios we rely on you to be our first line of defense.

If your computer is infected with ransomware, you will typically be locked out of all programs and a “ransom screen” will appear. If you accidentally click a link or attachment that you suspect is malware or ransomware, please notify IT immediately. Or, if you suspect there is malicious



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software on your computer notify IT. Action is imperative to avoid risks and other potential threats to our security.

4.0 END USER PROCEDURES

All employees are required to complete the annual “End User Security Awareness” training. In addition, all employees are expected to be alert for potential risks to their computers and workplace. To avoid the trap posed by ransomware, malware, and other malicious software please remember to take the following steps:

- Do not click on links or attachments from senders that you do not recognize.
- Watch for email senders that use suspicious or misleading domain names.
- Be especially cautious when opening attachments or clicking links if you receive an email containing a warning banner indicating that it originated from an external source.
- Do not provide sensitive personal information (like usernames and passwords) over email.
- If you can’t tell if an email is legitimate or not, please follow the Point of Contact steps listed in Section 5.0, below.

To facilitate the security incident investigation:

- Do not access or alter compromised systems.
- Do not turn off the compromised machine, Instead, isolate compromised systems from the network (e.g., unplug the cable).
- Preserve logs and electronic evidence.
- Log all actions taken.
- If using a wireless network, disable wifi if possible.

NOTE: If something seems wrong with your computer, promptly notify the IT Service Desk. Do not delay in notifying IT as doing so could involve further complications and potential infection to the server and overall performance of your computer.

5.0 POINT OF CONTACT AND ESCALATION

The CMTA - IT Service Desk or the After Hours On-Call person is the first point of contact for all personnel to report security incidents or suspected security incidents.

Communication / Escalation: If the Service Desk or After Hours On-Call person cannot be reached, either the Service Delivery Manager, the Director of Network Services, or the CIO should be contacted and notified of the incident. The recommended steps to follow are:

1. **First call:** IT Service Desk 512-389-7570 (After Hours: call will be forwarded to After Hours on Call person). Be prepared to provide the following information:
 - Service or Application Affected
 - Issue



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- Impact
 - Business unit contact
 - Any steps taken up to that point (communication and troubleshooting)
2. Second call: After 5 minutes without response, call the IT Service Desk phone again at 512-389-7570.
 3. Third call: If the second call is not answered immediately, please contact the IT Service Delivery Manager, David Newton, at 512-300-4810
 4. Fourth call: After 5 additional minutes without response, call Steven Salinas (512-590-5865)
 5. Final Escalation: If there is still no response within a reasonable timeframe, call the CIO, Jane Schroter, at 512-241-9979

Capital Metro shall have a formalized process and procedure in place for handling IT security incidents. Priority should be placed on containing and limiting the exposure and conducting a thorough investigation of the security incident with 24 hours of the compromise.

The CMTA Incident Response Team has clearly defined roles and responsibilities for escalating and resolving computer security incidents. The Incident Response Team is also responsible for performing periodical reviews of the incident response procedures to ensure they remain up-to-date. The contacts and their roles are identified below.

6.0 CONTACT INFORMATION

6.1. Roles and Responsibilities:

Name	Phone	Position	Role	Responsibility
Service Desk	512-3870	Service Desk	Incident Response Team	First point of contact
David Newton	512-369-6246 512-300-4810	Manager, IT Service Delivery	Primary Incident Response Coordinator (IRC)	Coordinate Incident Response
Steven Salinas	512-369-6544 512-590-5865	Director, Network Services	Secondary Incident Response Coordinator (IRC)	Coordinate Incident Response / Oversight
Lori Hyde	512-369-6553 502-594-0718	Senior Network Engineer	Incident Response Team	Technical – Network
Bryan Laing	512-369-6507 512-213-9693	Network Administrator III	Incident Response Team	Technical – Network
Evan Gearing	512-369-6265 512-560-0211	Network Administrator III	Incident Response Team	Technical – Network
Charlie Jackson	512-389-7413 512-736-8385	Manager, Transit Systems	Incident Response Team	Transit – Applications



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Name	Phone	Position	Role	Responsibility
Jane Schroter	512-369-6073 512-241-9979	Interim CIO	Interim CIO	Oversight

The Incident response team will (at a minimum) include:

IRC (Incident Response coordinator): will manage IT communications (internal updates, IT internal notifications, meetings, conference calls), escalations, complete the incident tracking form, and follow up on all action items to completion.

ITSO (the IT system owner of the affected application / system): will manage the technical resolution of the issue and coordinate with the vendor(s) and other technical staff as necessary and provide regular updates to the IRC as required until resolution.

7.0 SECURITY INCIDENT DETECTION

Detection is often the most difficult phase of the incident response process. In many cases it is obvious that a security incident has occurred. For example, the Website has been defaced or a user account was logged into while the authorized user was out on vacation. In other cases, it is not as easy to determine if a security incident had occurred. All employees should report any suspicious activity to the IT Service Desk.

8.0 SECURITY INCIDENT SEVERITY

Upon notification of a security incident from the Service Desk, the Incident Response Team will determine what actions need to be performed and is ultimately responsible for managing the resolution process including user or system notification, any escalation action, a follow-up action, and post-incident reporting to management. Incident Response will consider the following when assessing the severity of an incident:

Parameters	Urgent (Level 1)	High (Level 2)	Medium (Level 3)	Low (Level 4)
Public or Employee Safety	Existing / Imminent Harm	Probability for Harm	Increased Possibility for Harm	Normal State
Public Facing	Yes	Yes	No	No
Business Unit Operations	Critical Operations Down	Critical Operations Degraded	Non-Critical Operations Down	Non-Critical Operations Degraded
Work Around Potential	None	Marginal	Moderately Effective	Effective
Number Affected	Entire / Most of Agency	Multiple Sites	Single Site	Single Department / Area / device
Data Loss	Catastrophic	Heavy	Moderate	Minimal



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Propagation	Entire Network	Multiple areas / segments / subnets	Confined to one area / segment / subnet	Confined to single device
Estimated Time to Repair	Greater than 48 hours	24 to 48 hours	12 - 24 hours	Less than 12 hours

If any parameter is Urgent (Level 1) or High (Level 2) then the entire Incident will be considered Urgent or High.

9.0 SECURITY INCIDENT REPORTING

All CMTA employees and contractors are responsible for reporting security violations, incidents, or system activity that seems unusual or suspicious to the IT Service Desk. Incident reports are then sent to the Incident Response Coordinator (IRC) to determine what actions need to be taken to investigate and resolve the incident. All incident relevant data shall be captured in a sensitive, separate CMTA incident tracking form. The Incident tracking form is to be completed by the IRC. It may be necessary to hold a formal meeting to review and determine lessons learned and action items.

OCC Reporting: The IRC in conjunction with Senior Management will decide on whether and how the OCC will report an Urgent (Level 1) or High (Level 2) IT Security Incident.

If there is an “urgent” or “high” incident, then it is recommended that law enforcement be notified. Prior to law enforcement notification, the Capital Metro’s General Counsel shall be consulted. The Capital Metro’s IRC, with permission from Capital Metro’s executives, and in conjunction with the Security department, shall contact law enforcement.

Security Incident Reporting Contacts

Asset Response: Report suspected or confirmed cyber incidents, including when interested in government assistance in removing the adversary, restoring operations, and recommending ways to further improve security.

Transportation Security Administration (TSA):

info@us-cert.gov / 1-888-282-0870

Threat Response: Report cybercrime, including computer intrusions or attacks, fraud, intellectual property theft, identity theft, theft of trade secrets, criminal hacking, terrorist activity, espionage, sabotage, or other foreign intelligence activity to FBI Field Office Cyber Task Forces.

Federal Bureau of Investigation (FBI)

<http://www.fbi.gov/contact-us/field>

Individual instances of cybercrime may be reported to the Internet Crime Complaint Center (IC3), which accepts internet crime complaints from both victim and third parties.



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IC3

<http://www.ic3.gov>

If Cardholder data is determined to be compromised, follow the appropriate notification requirements listed on the appropriate Card Association Websites (e.g., VISA, MasterCard, Discover, and American Express).

Payment Card Company	Telephone	Website
Visa	650-432-2978	http://usa.visa.com/download/merchants/cisp-what-to-do-if-compromised.pdf
Mastercard	636-722-4284	http://www.mastercard.com/us/merchant/pdf/Account_Data_Compromise_User_Guide.pdf
Discover	800-347-2683	http://www.discovernetwork.com/merchants/fraud-protection/
American Express	888-732-3750	https://www209.americanexpress.com/merchant/single-voice/dsw/FrontServlet?request_type=dsw&pg_nm=merchinfo&ln=en&frm=US&tabed=breach

10.0 SECURITY INCIDENT RESPONSE

Upon notification of a security incident from the Service Desk, the Incident Response Team will determine what actions need to be performed. In general, the following actions will be taken:

Secure Evidence

Much of the evidence on information resources is volatile and may be deleted or overwritten during normal system operations. Network engineering personnel specifically trained in forensics should be assigned to perform the necessary steps to secure evidence or a contracted entity will assist with the forensic activity. Evidence will be secured in the fire-safe locked cabinet in the IT Network Team room. A chain of custody process is being assessed to determine if this is a necessary process for Capital Metro.

Computer Forensics

Computer Forensics involves incident prioritization, identification of potential evidence, and preservation and analysis of the information surrounding the computer security incident. As a first responder, the IRC will determine when computer forensics needs to be done on the compromised information resources.



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11.0 INTERNAL NOTIFICATION

IT CIO, Managers, and Incident Response Coordinator should be notified for all emergency or high level incidents.

OCC Reporting: The IRC in conjunction with Senior Management will decide on whether and how the OCC will report an Urgent (Level 1) or High (Level 2) IT Security Incident.

12.0 SECURITY INCIDENT RECOVERY

Once the incident is deemed "contained" or "closed", CMTA's personnel may be required to recover systems involved in the incident. The overall goal of the recovery process is to restore the system to a more secure state than original. This means not only restoring the data and application as required, but also ensuring that the original vulnerability involved in the incident has been addressed to prevent the re-occurrence.

Recovery procedures for systems vary by the system and information for system recovery may be covered in the disaster recovery plan for the specific system. In general, there are four methods of performing recovery for a system:

Clean Install -This involves a format of the hard disks, a complete reinstall of the operating system from original media, and a complete reinstall of the application(s).

This is the preferred method of recovery if it is possible that the intruder had elevated privileges or could have installed a back door. There are a number of widely available tools for the intruder to use that can modify system files, hide the intruder's presence, and allow him or her to access the system again even if the original vulnerability is fixed. Only a complete reinstall will prevent this.

Backup Restoration -If a full reinstall is not feasible, it may be possible to restore the system from a known good backup. This option is only viable if the date and time of the incident is known. Otherwise, the backup itself may be compromised.

Data Restoration -If the application and operating system were not compromised, missing, or damaged, data can be restored from a known good backup. As before, this requires that the backup itself be verified so that compromises or vulnerabilities are not reintroduced into the restored system.

System Update -If the compromise was relatively minor, the system can be manually cleaned of modified files and the appropriate patches or updates applied.

Caution must be exercised in using this option, however. If the intruder was able to place any kind of "trojan horse" program on the system, it is unlikely that manual examination or patching will be completely successful.



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Regardless of the specific recovery method chosen, all system and user passwords should be changed following an incident. Since the recovery activity will be taking place on critical production systems and it may be unclear what actions the intruder took, it is crucial that all recovery procedures be documented.

13.0 SECURITY INCIDENT RESPONSE PLAN TESTING

The Incident Response plan requires annual testing. Refer to the IT Security Incident Response document for further instructions for annual testing procedures.

14.0 CYBER SECURITY TRAINING

On-Line Training

CMTA offers Cyber Security Training and/or Phishing Auto-Enrollment training. This online training is very important to the cyber safety of our organization and can also be very valuable to your personal cyber security at home. Refer to the IT Security Incident Response document for further information regarding cyber security training.

To enroll in the CMTA Cyber Security Training contact the following:

- Steve Whiteford - Training Coordinator
Capital Metropolitan Transportation Authority
2910 E. 5th St. | Austin, TX 78702
Office: 512-369-6006
Steve.Whiteford@capmetro.org | www.capmetro.org

15.0 ENFORCEMENT

Willful disregard of this policy may result in disciplinary action including termination.

16.0 DEFINITIONS:

OCC: Operations Control Center

IRT: Incident Response Team

IRC: Incident Response Coordinator

ITSO: IT System Owner

17.0 REFERENCE DOCUMENTS

The following documents have information that are consistent with the topic of this SOP and may supersede information shown herein, can should bne reviewed for additional instructions or possible updates:

1. [CMTA OCC IT Security Incident Response](#)

18.0 RESPONSIBLE REVIEWERS:

- Vice President /CIO, Information Technology
- Chief Customer Officer



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- Director, Security & Emergency Management
- Director, Network Services
- Program Manager IV, Network Cyber Security
- Architect, Transit Systems

END OF DOCUMENT



ATTACHMENT

PHYSICAL ACCESS
CONTROL POLICY 9.4.2



**PHYSICAL ACCESS
CONTROL
POLICY & PROCEDURE
SEC-100**

Manager of Security

Issued:
Revised: July 2015

**Approved by: President &
CEO**

PURPOSE

This policy is to define the responsibilities and expectations of employees, visitors, contractors and departments for controlling access to Capital Metro Property.

POLICY

Capital Metro employees and contractors must comply with the provisions of this policy and procedures. Failure to comply may result in access suspension and disciplinary action, up to and including termination of employment for Capital Metro employees and denial of access to contractor employees, temporary employees or visitors.

This policy applies to all Capital Metro employees, contractor employees, and visitors to Capital Metro property.

Only the President/CEO may make exceptions to this policy.

All Capital Metro employees and contract employees who are issued access badges will be provided a written and/or electronic copy of this policy.

RESPONSIBILITIES

<p>Manager of Security</p>	<ul style="list-style-type: none"> ○ The Manager of Security or his/her designee is responsible for administration of this Policy. ○ Maintenance, updating and documentation of the agency's access control devices. ○ Evaluating current and future agency access control devices. ○ Evaluating and updating of existing security profiles for card access.
<p>Security Department Staff</p>	<ul style="list-style-type: none"> ○ The Security Department Staff is responsible for the administration and issuance of access control devices and management of access control systems.
<p>Security Sr. Administrative Assistant</p>	<ul style="list-style-type: none"> ○ The Security Senior Administrative Assistant, under the direction of the Manager of Security, is responsible for: <ul style="list-style-type: none"> ▪ Handling requests for access devices and lock changes. ▪ Properly storing access devices. ▪ Maintaining access device records. ▪ Identifying and marking access devices.

Employee or person with Capital Metro Access Control Badge	<ul style="list-style-type: none"> ○ Displaying a Capital Metro Transportation Authority (CMTA) issued identification/access badge at all times while on agency property. ○ Abiding by the rules and regulations contained in this policy. ○ Contacting and reporting to security any known or unknown individual failing to display a CMTA issued ID badge while on CMTA property.
People & Culture Staff	<ul style="list-style-type: none"> ○ Serve as back-up to Security staff for issuance of access badges. ○ Notify Security as soon as possible prior to the start date of new employees and of position changes and terminations.

DEFINITIONS

Visitor	<ul style="list-style-type: none"> ○ A visitor is any person who is not classified as a Capital Metro employee, contractor or Board member. Customers, suppliers, consultants, employee family members, and former employees (dismissed, resigned or retired) are visitors.
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ACCESS BADGE

REQUIREMENTS AND USE

- Access badges are security equipment allowing the holder to access non-public areas of the agency and access into restricted or security sensitive doorways controlled by card readers.
- Prior to issuance, the employee or contractor, must have passed a background check relative to the access level being requested by Capital Metro or the contractor.
- Access to security sensitive areas (controlled by card readers) is granted by joint permission of the Department Manager and the Manager of Security.
- Any attempt to switch, modify, forge, destroy, falsely obtain, or transfer possession of any Capital Metro badge may subject the employee to immediate confiscation and suspension of the access badge and could also lead to disciplinary action.
- In no instance may a CMTA badge be loaned to someone else or be out of the possession or control of the person who was issued the badge. Badges may not be used to grant access to anyone other than to the assigned person.
- Employees who arrive for work without their badge must report to the lobby security officer (at 2910 E. 5th Street, 9315 Old McNeil Road, 624 Pleasant Valley Road or 209 West 9th Street) upon arrival. Employees requesting access to non-public areas of the building without a CMTA identification card will be issued a temporary “No Escort Needed” badge to be returnable at the end of the business day to the location where it was issued. “No Escort Needed” badges do not allow access through the agency’s card readers. Employees or contractors that arrive at 509 Thompson Lane should report to their supervisor.

- Access badges allow the holder to ride Capital Metro Bus and rail for free by displaying the badge to the agency person in charge of that particular mode of transportation.

THE ACCESS BADGE

- Access Control Badges are color coded as follows:
 - Blue border: CMTA FTE's (full-time employees and Security contractors)
 - Green border: Contractors
 - Brown border: Temporary/Part-time CMTA employees
- Decorative tape, pins, stickers or other modifications are not permitted on the badge as they may interfere with the embedded electronics of the card reader system/program.

ISSUANCE

Capital Metro Employees

- Photo access badges for agency full time employees (FTE's) and temporary employees, are issued by the Security Department upon notification from People & Culture of a hire or position change within the agency. Only one (1) active card will be issued to the employee at any time. The card is valid until the employee separates from the agency. Access level is determined by the Manager of Security in concert with the employee's supervisor/manager.

Contractor Employees

- Access badges including photo are issued by the Security Department to contractors upon notification from the contractor's agency Project Manager (PM).

To Obtain a Contractor ID Badge:

- The contractor's PM (Project Manager) contacts/e-mails ~Security with a request to obtain a badge. The Security Department will provide the PM with the standard access form.
- The Contract Employee fills out all the required information on the form and signs. The PM also signs the form.
- The PM with the prior approval of the Manager of Security, indicates any additional security access beyond the "default" access for that work assignment.

DISPLAY OF BADGES

- Badges must be worn or displayed visibly at all times while on CMTA property. The badge should be displayed on the outer-most garment on the front torso, visible to all persons on/in CMTA property and to Security Department personnel. Exceptions for work related hazards (Vehicle maintenance employees as an example) must be approved in writing by the Manager of Security.
- Any person, including employees, contractor personnel, and visitors will, upon request by Security Department personnel, present their access badge and/or proof positive photo identification. The presence of persons not displaying appropriate identification will be reported to the Security Department during regular business hours or any security guard after normal business hours.

REPLACEMENT BADGES

- Lost/misplaced/stolen access badges should be immediately reported to the nearest visible agency Security Department employee (guards or management) or to the security control center (located at 624 Pleasant Valley Road and/or 9315 Old McNeil Road) either in person or by calling 512-389-7499 (24X7). The notification needs to be immediate so that the badge's electronic access into restricted areas may be suspended and "flagged" immediately! Failure to comply could result in a serious security breach/penetration of the agency's infrastructure compromising the safety of employees and the public. A notification to The Department of Homeland Security may also be made.
- Personnel who lose their access badge will be subject to a \$50.00 replacement fee as directed by the Manager of Security.
- Personnel who lose their access badge a 2nd time within two (2) years will not be automatically issued a 3rd badge and be required to sign in and out of the agency manually for an unspecified time. A second loss will also be reported to the U.S. Department of Homeland Security as a possible security breach or as a security concern.
- Badges that are damaged, severely worn or where the individual's likeness has changed significantly will be replaced for free.
- Replacement badges for name changes of agency FTE's are issued without charge upon written/electronic notification of the name change by the People & Culture Department. Replacement badges for contractors will be issued without charge upon written/electronic notification of the name change by the contractor's People & Culture Department.

ACTIONS REQUIRED AT HIRING, PROMOTION, TRANSFER OR SEPARATION

- Capital Metro's or Contractor's People & Culture Department is responsible for notifying the Security Department within seventy-two (72) hours whenever there is a change in employee status, including new hire, promotion, transfer, or resignation. In cases of a promotion or responsibility change, or new employee, the Manager of Security must evaluate with the Department Manager the need for appropriate access control badges or keys.
- In cases of involuntary termination, suspension or after hour's resignation, the employee's manager or People & Culture is responsible for the recovery of issued access devices from the employee and the immediate notification of the Security Department (and IT Department, if applicable).

VISITOR ACCESS

Visitor Access

- All visitors are required to register with the Security Officer in the front lobbies of 2910 E. 5th Street, 624 Pleasant Valley Road, 9315 Old McNeil Road (North Ops) and 209 West 9th Street. Registration includes the visitor's name, government issued ID with photo, the office/person to be visited and the time the visitor enters and exits the property. The officer will verify that the person to be visited is available and authorizes the visit. Upon verification, the officer will issue a visitor pass. The person to be visited must provide an escort to accompany the visitor.
- After-hours visitors at 2910 E. 5th Street must be registered and badged through the guard stationed at 624 Pleasant Valley Road prior to entering the agency's property.

- Visitors who frequently conduct business at Capital Metro facilities may qualify to receive a “No Escort Needed” badge. These badges must be requested by the sponsoring Department Manager who must provide justification to the Manager of Security.

Visitor Protocol

- Visitors must wait in the front lobby for a Capital Metro employee escort and be escorted in order to access work areas.
- Visitors must visibly display the visitor’s pass on the outer-most garment in front of the torso at all times while on Capital Metro premises.
- Visitors are not permitted to use Capital Metro employee identification badges.
- In no instance may a Capital Metro visitor badge be loaned to someone else or be out of the possession or control of the person who was issued the badge. Violation of this section could lead to disciplinary action of the sponsoring employee.

Responsibilities of Host Employees

- The host employee is responsible for ensuring that the visitor signs in at the lobby reception desk and obtains a visitor’s pass before leaving the lobby area.
- The host employee must ensure that each visitor signs out and returns the visitor’s pass to the lobby reception desk.
- Employees hosting visitors on the weekends are responsible for their guest(s) and must accompany their guest(s) while on the premises.
- Upon termination of a visit, the visitor must be escorted to the Lobby area guard, sign out with the security officer and return the visitor pass. It is the responsibility of the employee who sponsors a visitor to obtain the visitor’s badge if the visitor fails to return it to Security at the end of their visit. Should the guard not be present at the front counter, the Host should call the 624 Security control center at: 512-389-7499 for instructions.

KEY CONTROL

- Each department manager must give written approval to the Manager of Security for the issuance of keys to employees in their departments.

All Security-issued keys must be returned to Security (badges and keys are usually turned into People & Culture during the exit interview process) when no longer needed for whatever reason (i.e., transfer, promotion employment termination, departmental move, etc.). Security-issued keys may not be transferred to other employees.

Employees/contractors that arrive ready for work without their keys will not be issued keys on a temporary basis and must contact their manager for access into restricted areas of the agency.

Lost Keys

- Employees/contractors who lose their issued keys will be subject to a \$50.00 replacement fee per key.

- Employees or contractors that lose “Master” keys (keys that open more than one door) will be subject to a minimum \$100.00 replacement fee per key plus the cost to re-key the agency’s doors that the lost key opened, and Security Department costs to re-issue keys to affected employees and contractors. (in the case of building master keys, this cost could be several thousand dollars).
- Any waiver of replacement fees is at the discretion of the Agency’s Deputy Chief Executive Officer/Chief Operating Officer.

High Security Keys – Fare box

- Two “high security” electronic keys that open the fare boxes are retained by the Security Department locked in a safe and are only accessed by approval of the Manager of Security.
- High security fare box “traditional” keys and “bullet” fare box keys are maintained and controlled daily by the electronics manager of the fixed route services contractor. The electronics manager is also charged with inventory control and audit of the “traditional” and software clearing keys for the fare box.

The Security Department will conduct random unannounced audits of the electronics manager’s files, sign-outs and spot inspections of the actual keys.

ACCESS TO THE BUS/RAIL YARDS

- Written/electronic authorization from a Department Manager, or their designee, to the Security Department is required before parking permits are issued for privately owned vehicles to authorized personnel for the bus/rail yard.
- The Department Manager is responsible for ensuring that a parking space is available on the yard and assigning it to the employee.
- Personnel parking on the yard must provide proof of insurance to Security when they obtain their parking permits.
- Capital Metro and contractor personnel authorized to enter/park inside a bus yard will display their parking permit, hanging from the rear view mirror, and present a valid Capital Metro identification badge to the Officer on duty at the gate entrance.
- All personnel parking on the bus yard are required to comply with all Bus/Rail Yard Safety rules, use crosswalks and personnel walkways that are provided.
- Violations of this policy could result in the illegally parked vehicle being towed to an impoundment yard at the employee’s or contractor’s expense and/or disciplinary action against the employee or contractor.

VISITOR PARKING SPACES

Marked visitor spaces at agency owned properties are not to be used by agency employees or contractors. These spaces are reserved during normal business hours (8:00 a.m-5:00 p.m. Monday through Friday) for the general public.

Violations of this policy could result in the illegally parked vehicle being towed to an impoundment yard at the employee’s or contractor’s expense and/or disciplinary action against the employee or contractor.

ATTACHMENT

CAPITAL METRO UNIFORM AND APPEARANCE STANDARDS

10.3.3/10.4.3/11.3.1

Uniform Appearance Standards

All Frontline Employees are required to maintain a professional appearance, as detailed in the following appearance standards. CapMetro must approve all uniform items proposed by Service Providers to ensure consistency across all modes.

All Frontline Employees are required to wear CapMetro-approved uniform items from the CapMetro-approved uniform Service Provider at all times when on duty or reporting for duty. In all such cases, company-issued items are those available for purchase at the approved uniform supplier. Jackets and shoes may be purchased but must be in line with the appearance standard as stated in this document.



Tier 1



Tier 1



Tier 1



Tier 3



Tier 2



Tier 2



Tier 2



Tier 2

Tier 1 Frontline French Blue Shirt Uniforms for employees including, but not limited to, the following roles:

Bus Operators	DMU Engineers
Conductors Public Safety	Eligibility
Demand Response Operators	Transit Store

Tier 2 Frontline White Shirt Uniforms for employees including, but not limited to, the following roles:

Bus Inspectors-All Departments	Public Safety
Bus OCC Managers	Radio Controllers-All Departments
Conductors Public Safety	Road Supervisors-All Departments
Demand Response OCC	Run Dispatchers-All Departments
Eligibility	
Instructors -All Departments	Supervisors-All Departments

Tier 3 Frontline Addition of Conductor hat, tie, and vest

SHIRTS

1. Long- and Short-sleeved dress shirts – Top button (collar) and second button may be unbuttoned. Long sleeves may be rolled up two cuff lengths. Shirts are to be worn tucked inside trousers and skirts. Long-sleeved shirts may not be worn with shorts or capri-length pants. Short-sleeved shirts, if hemmed with a straight hem, may be worn outside the pants, as long as the shirt is no longer than the bottom of the fingertips when standing with arms straight at your sides.
2. Polo Shirt -Polo shirts may be short- or long-sleeved. No long-sleeved garment may be worn under the short-sleeved shirt. Sleeves may not be rolled up. Shirts may be worn tucked into the pants or worn outside the pants. When wearing the shirt outside the pants, shirt may not be longer than the bottom of the fingertips when standing with arms straight at your sides.
3. Patches – The dress shirt (short- and long-sleeved) and sweaters will be outfitted with a CapMetro logo patch on the right sleeve. Additional patches may be added on the left sleeve. Approved patches are the American flag or ATU patch. The American flag, if worn, will always be the uppermost patch.
4. Approved patches are to be placed on the sleeve, 1½ inches from the seam of dress shirts, by the uniform store. No patches are permitted on the polo shirt.
5. A maximum of three pins of your choice may be attached to the collar. Pins may be affixed to the dress shirt.
6. Solid white, blue or black undershirts are permitted with no logo, designs or patterns.

JACKETS AND SWEATERS

1. CapMetro-approved jackets and sweaters are permitted while in operation. CapMetro-approved jackets include the bus Roadeo, employee of the year, safety jackets and jackets supplied from the designated uniform supplier. Logo patches may be placed on jackets, mirroring the placement of patches on dress shirts. Logos and patches must be approved by the CapMetro Uniform committee and Leadership. Patches and logos are to be sewn by the uniform store.
2. ATU outer jacket, patches and pins are permitted, but still must follow the policy.
3. Jackets may be purchased outside the uniform store must be a solid black or navy-blue and worn with no patches or pins unless approved by CapMetro. No reimbursement will be made.

CAPS/VISORS

1. Only CapMetro-approved hats will be worn while driving:
 - A CapMetro logo hat
 - An ATU hat
 - Solid black or navy-blue headbands
 - Solid black or navy-blue hats or caps with no logo
2. Only CapMetro-authorized logo patches or pins can be placed on the hat.

TROUSERS, SHORTS, SKIRTS AND SKORTS

1. Only CapMetro-approved trousers, shorts, skirts and skorts are allowed.
2. Maximum of 4 inches above the knee and no longer than 2 inches below the knee.
3. No long-sleeved shirts with shorts.
4. Conductors and engineers may not wear shorts, skirts or skorts.

SHOES

1. Only black shoes with solid black soles and shoelaces are to be worn. No noticeable logos or other markings may be on the shoe.
2. No open toed shoes allowed at any time.
3. Heels over 2 inches are not allowed.
4. Conductors and engineers must wear steel-toed shoes only.
5. Shoes may be purchased outside the uniform store, but no reimbursement will be made.

SOCKS/HOSE

1. Socks or hosiery will be worn with the uniform.
2. Only solid black or navy-blue socks with no logo, designs or patterns are permissible.
3. Hose are to be flesh tone, black or navy blue with no logo, designs or patterns.

Personal Hygiene

1. Hair will be neat and clean, to include facial hair.
2. Fingernails should not interfere with the performance of your job or job duties.
3. Personal Appearance When at Work: Employees are expected to present a professional appearance and to dress according to the requirements of their position. Every employee is expected to practice daily hygiene and good grooming. Scents – whether artificial or natural – should not be distracting to other employees or our passengers. When required, employees must come to work in a clean, wrinkle-free uniform. Those who report for work inappropriately dressed will be sent home unpaid and directed to return to work in proper attire.

JEWELRY

1. Only one pin may be worn on the tie as a tiepin.
2. No necklaces, medallions, chains or other non-uniform items will be displayed on the outside of the uniform shirts and pants.
3. Earrings, rings or other jewelry are permitted but may not interfere with safe operation of the vehicle.

MISCELLANEOUS

1. All CapMetro and Service Provider personnel will wear and make visible a CapMetro-issued ID badge, while in service or on CapMetro property.
2. On-duty uniform items include an ink pen (black or blue ink), driver's license and Department of Transportation (DOT) Medical Card. Rail crew members will carry their engineer license in lieu of Driver's License.
3. MetroAccess and Pickup operators will wear a reflective safety vest of ANSI 3 or better grade at all times when in service outside the unit.
4. Maternity wear will be the same colors as the standard uniform and is provided by the uniform store.
5. Driving gloves will be black, brown or navy-blue.
6. Belts/Suspenders, if worn, must be black or navy-blue in solid colors. Belt buckles must be approved by the uniform committee and leadership.
7. Approved uniform items may not be altered (e.g., belt loops removed) unless approved and alterations are done at the uniform store.
8. No unauthorized uniform apparel will be worn at any time while on duty.

ATTACHMENT

RISK ASSESSMENT REQUEST 10.7.3



Risk Assessment Request

For use for by Capital Metro Service Providers who request Capital Metro review of an applicant or employee to determine their eligibility for employment.

Section 1: Job Applicant or Employee Information

Name			
Job Position		Social Security Number (last 4)	XXX-XX-
Projected Hire Date (or Original Hire Date for existing employees)		Date of Birth	

Section 2: To be completed by Responder - Employment History

Please detail the reason the risk assessment is being requested. Include your justification for why the applicant or employee should be considered for employment on a Capital Metro contract.

Please attach a written statement, provided by the applicant or employee, explaining the circumstances surrounding the issue being reviewed.

Request completed by		Date	
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Section 3: Capital Metro Determination

Capital Metro has determined that this applicant:

is not eligible for employment on a Capital Metro contract for the following reason(s):

is eligible for employment on a Capital Metro contract.

Comments:

Assessment completed by		Date	
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ATTACHMENT

MAKING SAFE BUS STOPS 11.1.3

CapMetro

Operations Procedure Making Safe Bus Stops

Purpose

These procedures outline Capital Metro's requirements for bus operations personnel making customer stops.

Vehicle Operation at and around a Bus Stop

Safety is the top priority, and all bus stops should be made with safety in mind.

Proper vehicle operation procedures when making a bus stop include:

- Approximately 100 feet before the stop, signal right to indicate a stop will be made.
- Activate the four-way flashers as the vehicle enters the bus stop.
- Doors must not be open prior to bringing the bus to a complete stop.
- When approaching a bus stop and entering any boarding zone, attention must be given to the clearance needed to deploy the lift, as well as safest path of travel for customers. If you cannot stop within one (1) foot of the curb, remain out approximately four (4) feet so that customers will not attempt to stretch from the curb to the door of the bus. Caution customers that they may be exiting into the street.
- When reasonably possible, open the doors next to the bus stop pole and/or sign and make the customer stop, keeping your foot on the service brake or activating the parking brake. If not possible to stop and open the doors at the bus stop pole or sign, the Bus Operator should open the doors at a safe location within the bus stop zone.
- Bus Operators are not to use the rear door interlock as the only means of holding bus stationery.
- Ensure that that alighting customers are clear of the vehicle.
- Check the area for potential customers. Use your mirrors to check for bus approaching bus stop that may have a passenger needing to board your bus. The operator may be tapping the horn.
- Deactivate the four-way flashers and activate the left turn signal to indicate the desire to return into traffic.
- A bus must never start moving or be operated with the door open. A bus must never start moving or be operated with the door open.
- Once traffic to the left of the vehicle is clear, reenter the traffic lane and deactivate the left turn signal.

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Making the Customer Stop

1. If a person is at a bus stop, the Bus Operator must stop the bus, open the door and offer to board the customer.
2. When multiple routes serve the same stop, even if the bus has alighted customers behind another vehicle, the bus stop must be serviced (so the Bus Operator must stop again at the bus stop pole if persons are in the area). Bus Operators need to pay close attention to this issue in the downtown area.
3. When making customer stops, Bus Operators should kneel the bus, when appropriate. Bus Operators must kneel the bus for:
 - Seniors
 - Persons with disabilities
 - Pregnant customers
 - Persons using mobility aides
 - When a customer is using the bicycle rack
 - Customers with small children
 - Customers with large bags or packages
 - When it is visible that a customer needs the bus lowered
 - When requested by a customer.
4. The Bus Operator must wait before moving until all customers are secure. Seniors, persons with disabilities, pregnant women, persons carrying children or packages, and any others who appear incapable of seating themselves while the bus is in motion should be seated before the vehicle is moved.
5. Children, seniors, and customers with disabilities should be given reasonable assistance by the Bus Operator.
6. Always have mirrors positioned for proper view to prevent any injury to customers. It is the Bus Operator's responsibility to watch for all customers, especially seniors and customers alighting through the back door.

Special Considerations – Where to Stop

Generally, customer stops should be made only at designated bus stops for the route being operated. However, some situations require special consideration:

- When a designated bus stop is unsafe or obstructed, Bus Operators are expected to use their best judgment as to the nearest safe location to make the customer stop.
- Avoid stopping in or next to puddles, mud, holes in the shoulder or curb, in front of trees, signs, hydrants, mailboxes or newspaper boxes, which may either block the vehicle exit or entry, or present a trip or stumble type hazard.
- Where a bus stop is located on a wide road or exposed shoulder, the bus must remain on the paved road surface. When approaching such a bus stop, visually check traffic at the rear of the bus to be aware other driver's behavior and proximity to the rear of the bus. Carefully check outside mirrors to identify the possible approach of another vehicle which may attempt to pass the bus on the shoulder while the bus is discharging customers. If possible, keep exit doors closed until the

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danger is passed to protect exiting customers. Be prepared to use the horn and your voice to sound a warning to customers.

- When your route is on detour, all Capital Metro bus stops along the detoured route must be serviced. Unless other directions are given.
- When a customer on board the unit is upset or agitated and demanding to alight at an unauthorized location, the Bus Operator should calmly and politely explain that the bus only makes designated stops. If the situation escalates and the customer has become an unsafe distraction for the Bus Operator, the Bus Operator is expected to use their best judgment as to the nearest safe location to let the customer alight the vehicle. Contact dispatch to report the incident.

Nighttime Courtesy Stops

Nighttime Courtesy Stops can be made when an established stop is temporarily inaccessible or if an unscheduled stop provides a significant benefit for the customer without posing additional risk. For example, an Operator may accommodate a customer using a wheelchair who requests that the vehicle stop closer to their destination rather than at a bus stop. Or a customer may desire a mid-stop drop off because it is more convenient for them due to proximity for where they are going, or because a location has another amenity, such as lighting or sidewalk connectivity that makes them more comfortable using transit at night.

All Courtesy Stops are at the discretion of our Operators, who may decline a stop if they determine the requested location is unsafe for someone to deboard. Additionally, **this applies to drop-offs only**, and Operators will not pick up customers who are not at a designated stop or station.

- Customers should notify the Operator of request for a courtesy stop at the previous regular stop
- Use your turn signals and flashers as with any stop
- Deboard from the front door only to better observe for Safety
- Stop at the Safest location possible to let a customer step out on, which ideally include:
 - Reasonably level and accessible
 - Wheelchair or mobility device accessible (as needed)
 - Not on a highway or road with a speed limit over 50 mph
 - Not in a right turn lane
 - Not in a construction zone or a closed road
 - Not during inclement weather (heavy blinding rain, snow, sleet, icy roads etc.) or at an area that is flooded or slippery
 - Must be free of safety and security threats, i.e., aggressive people or animals
 - Has enough lighting to be Safe

ATTACHMENT

FARE COLLECTION
PROCEDURES 11.1.4



METRO | OPERATIONS

Fare Collection Procedures for Bus Operators

Overview

The Capital Metropolitan Transportation Authority Board of Directors adopts a fare structure that all Service Providers must follow. The most current fare structure is effective January 8, 2017. This procedure will provide Service Provider personnel specifics on how to collect and/or accept Capital Metro fare media onboard fixed route buses.

Bus Operator Responsibilities

General Requirements. Maintaining proper fare collection is an important part of the Bus Operator's role. Operators must observe the payment of fares closely and bring it to the customer's attention when an incorrect fare is paid.

After a customer has boarded the bus, the exact fare must be promptly deposited in the farebox, valid pass or ticket swiped on the farebox or valid pass or ticket shown to the Operator on the smartphone app. If the customer is holding up service while searching their belongings for their fare, the Operator should encourage them to have a seat and bring the fare to the front when they are ready.

Exact fares are required -- no change will be issued. The fareboxes will accept all U.S. coins and currency.

Operators must avoid handling the cash fares of a customer. However, Operators are required to handle fare media when a customer with a disability cannot reach or insert a fare into the farebox and such assistance may include the handling of cash. Operators are not required to reach into pockets, backpacks, purses, etc. extract the fare media.

Proper Collection of Ridership and Other Data

The farebox is used to track various types of riders and to catalog various types of fares. It is important that Bus Operators properly count each customer boarding the bus by using the numbered keys. Specialty functions on the fare box are accommodated using the lettered keys.

Use of Numbered Keys. The numbered keys are used to count ridership for certain rider categories and to collect data for certain service incidents (bicycles, wheelchairs, etc.) as defined below:

No.	Category	Description of Function
1	Bicycle	Counts all bicycles loaded on the rack.
2	Employee/Dependent	Counts all Capital Metro, Service Provider employee and dependent passes.
3	Child under 6	Counts all children under 6 (<i>no fare</i>).
4	Bicycle Pass By	Counts all incidents where a customer with a bicycle cannot board due to a full bike rack.
5	Passenger in Wheelchair	Counts all customers in a wheelchair.
6	Uniform	Counts all uniformed police, fire, EMS and military personnel (<i>no fare</i>).
7	Wheelchair Pass By	Counts all incidents where a customer in a wheelchair cannot board due to capacity load. Wheelchair pass bys also require notification to Radio Dispatcher (<i>to ensure the customer is transported</i>).
8	Grade K - 12	Counts K - 12 Passengers (<i>no fare</i>)
9	Short Fare	Counts all customers that pay a fare, but not the complete amount. (<i>Educate customer on correct amount</i>).
0	Coin Bypass Count	Counts all customers when farebox is operating in Coin Bypass mode due to mechanical malfunction.

Use of Letter Keys. The letter keys are used for specialty functions, as detailed below:

Letter Key	Description of Function
* + D	Manually overrides the farebox and issue a Local Day Pass (<i>use only after fare is paid</i>)
*+ B	Manually overrides the farebox and issue a Commuter Day Pass (<i>use only after fare is paid</i>)
A	Counts customers that utilize the Mobile Ticketing App
C	Used when a Pass cannot be read by the farebox (<i>Visually Inspect Pass to Insure its Validity</i>). Also known as the Count key.
"Green" + C	Used to clear coin or TRiM blockage (<i>Press both buttons at the same time just until the sound of motors is heard then release</i>)
"Green" + 5	Used to Clear the Bill Slot (Press both Buttons at the same time)

Fares by Service Level.

Bus Operators are responsible for knowing the proper fare for the service being provided, as well as all passes accepted on the service being operated. Bus Operators are expected to answer customer questions about the fares on any Capital Metro service. Fares are as follows:

Local Fares: Used on MetroBus, MetroFlyer, UT Shuttle, MetroRapid and High-Frequency Routes	
Single Ride	\$1.25
Single Ride, Reduced	\$0.60
Day Pass	\$2.50
Day Pass, Reduced	\$1.25
7-Day Pass	\$11.25
31-Day Pass	\$41.25
31-Day Pass, Reduced	\$20.60
Commuter Fares: Used on MetroExpress Routes and MetroRail trains, Commuter passes also valid for all Local services	
Single Ride	\$3.50
Single Ride, Reduced	\$1.75
Day Pass	\$7.00
Day Pass, Reduced	\$3.50
7-Day Pass	\$27.50
31-Day Pass	\$96.25
31-Day Pass, Reduced	\$48.10
MetroAccess Fares: Monthly pass may be used as valid fare for bus service. Single ride tickets are not accepted on bus service.	
Single Ride	\$1.75
10-ride booklet	\$17.50
Monthly pass	\$46.50

Reduced Fare Eligibility. The following persons are entitled to the reduced fare amounts noted above:

- Reduced Fare ID cardholders (this pass is available at the Capital Metro Transit Store for persons with disability, senior citizens, and Medicare cardholders)
- MetroAccess ID card holders
- Active and reserve duty military personal with a valid military ID.

Free Fare Eligibility. The following persons are entitled to use all Capital Metro services without paying a fare:

- Uniformed Law Enforcement/Fire/EMS/Military Personnel. All law enforcement, fire, EMS and military personnel who are in uniform may ride our buses for free.
- Children 5 and under ride without paying a fare. These children must be accompanied by an adult customer.
- School children attending grades K through 12.
- Capital Metro and Service Provider employees and authorized dependents.

Lack of Proper Fare.

Capital Metro's goal is to collect the proper fare from every person boarding, and the Bus Operator should attempt to do so. Such attempts must be made using sensitive and gentle language to reduce the possibility of an escalated incident or assault. If the customer does not have the full fare or has no fare, the Operator is responsible for educating the customer on the expectation of paying the fare. The Operator should politely inform the customer of the fare and request that they pay the full amount, using the following scenarios as guidance:

- If this is the first incident of insufficient fare for this customer (to the best of your knowledge), and you have informed the customer and they still do not pay, please state: ***"The proper fare is ____, please make sure to have the proper fare the next time you ride."*** Use the short fare key ("9" key) to tally the fare and count the customer.
- If a customer becomes angry or refuses to pay the proper fare **and** they are a repeat offender, the Operator must notify Radio Dispatch of the fare dispute. The Operator should inform the customer, "The proper fare is ____" and then contact dispatch.

Radio Dispatch will send a Security Officer and/or a Supervisor to meet the Operator at a designated location. ***At no point should the Operator attempt to refuse service to the customer for failure to pay the fare,*** as doing so may provoke an incident. Contact dispatch if the customer leaves the vehicle before the Security Officer or Supervisor arrives.

- When a student boards and presents a student ID card and/or the Operator determines that the customer is 6-18 years old and is entitled to ride without paying a fare. The Operator will press the "8" key to tally and count the student rider. If a customer informs you they are a student age 6-18 and their appearance indicates that it is reasonable that they meet the age criteria, they are permitted to ride for the reduced fare.

While the fare policy requires a student ID, Operators must use the utmost of discretion in enforcing this requirement. To lower the risk of an escalated incident or assault, Operators are authorized to permit any person stating they are a K-12 student to ride without paying a fare. As with all other incidents regarding insufficient or incorrect fare payment, if the customer is a repeat offender or causing a disturbance, contact Radio Dispatch for assistance from a supervisor and/or transit police officer.

Override Day Pass

If the customer fails to let the Operator know of their desire for a day pass prior to depositing the fare, the Operator can use the lettered keys to issue a Day Pass after the appropriate amount has been deposited in the farebox. The day pass override must only be used to issue a pass for which the customer has paid a fare. **Do not issue a day pass if a fare has not been paid.**

Required Procedures for Using the Farebox

These procedures serve as a guide on the steps needed to ensure successful fare collection. General instruction to use the Genfare Odyssey Farebox, which has been included in this procedure as an appendix.

Pre-Trip Inspection

- Check TRiM (Ticket Reader/Issue Machine) and swipe card slot. Make sure the TRiM & swipe card slots have a light on.
- Check customer display screen for a message that displays “Welcome, have a safe day.”
- Check Bill Insert Slot to ensure the green light is on. If the red light is on, the bill acceptor on the farebox will not accept dollar bills. Contact dispatch for assistance.
- Check card holder and make sure there are enough day-pass cards in the farebox. Look in the small glass window on the front of the customer side of the farebox.

Log-In Procedures

- Operators are logged into the farebox by swiping their ID badges into the OrbStar card reader to log in to their route and block numbers.
- Operators are required to verify they are properly logged into the farebox to ensure that customer counts are accurately recorded for the correct route. (Note: When “special runs” are used such as mechanical, training, queue buses (Q-bus), the route & block data may not be accurate, thus the need to override by manually logging in the route and block information.
- At any time, Operators can verify the log in information by pressing the “#” key on the farebox to see the: Route Number (for example, 300), Block Number (for example, 300001). The Block number is displayed at the top right hand corner of the Block Paddle. The block number on the paddle includes a hyphen i.e. (300-01) which equates to zero (300001) in the fare box. Note: the hyphen is reflected as a zero “0” in the fare box Operator control unit (OCU).

In-Service Procedures

- **Interlined Routes:** If the route changes, the Operator must verify that the route designation has updated in the farebox. This is only required on interlined routes. The route and block number in the farebox should always match the number on the destination and block signs. At any time, Operators can verify the route and block information by pressing the “#” key on the farebox.
- **Change Fare set:** Operators are required to ensure the proper fare set is used for the type of service level. The farebox will default to fare set 1. The appropriate fareset can be found on the border of the farebox and on the paddle. Changing the fare set is necessary any time you operate non-local service, such as MetroExpress, MetroRapid and Special Event service. This will also be done on interlined routes, for example changing from a local/flyer route to a MetroExpress route.

Fare sets are designed to be used for a particular service type:

- Fare Set 1 Local and Flyer Service
- Fare Set 2 Commuter Service
- Fare Set 4 MetroRapid Service – Proof of Purchase (POP) receipt.
- Fare Set 8 No Fare / Special Event Service / Locking Farebox

To change the fare set, use the following procedures:

- a. Press the “#” key to display the log-in screen
- b. Press “**first arrow**” key on the left side to display the fareset screen
- c. Press the number from list below on key pad to select the proper fareset
- d. Press the “**Green**” key to enter.

- **Log Off/Disabling Farebox:** Operators must not log off the farebox at any time, even when they depart the vehicle. When departing the vehicle, tap your log-on ID card to tap target to disable (lock) the farebox. The farebox should emit a warbled (unpleasant) sound and the screen will display “OCU Disabled.”

Upon returning to the vehicle, tap the target area to enable farebox. The farebox should emit a pleasant sound and display “OCU Enabled.” The farebox will continue to accept cash transaction when disabled (locked).

- **Special Service, Extra Service and Queue Buses.** It is important that route and block number information is entered accurately on your farebox. When you are not running regularly scheduled transit service, please follow these guidelines:
 - a. If your bus is operating a special service, such as ACL charter, media event. etc., unique numbers are used for the Route and Block.
 - East 5th Garage uses route sequences 494001 – 494045
 - North Operations uses route sequences 495001 – 495045
 - b. Operators manually log in to the MDT with their assigned route which will be identified on their paddle or other instructions from your dispatcher.
 - c. If your bus is being used to add extra service that is not regularly scheduled (for example, regular service is overcrowded), your block number should be entered the same as the Specials listed above.
 - d. If your bus is a queue bus that has been assigned to operate a specific block (in revenue service), your block number should be entered as the block number of the service that you are operating:
 - East 5th Street Garage uses route sequences 496 and 497
 - North Operations uses route sequences 498 & 499.

Coin Jams, Coin Bypass and Bill Override

To remove a coin jam, raise the coin insert cup and clear the jam. If the jam is inside the machine and the operator is unable to reach the jammed item to clear it, contact dispatch to request use of the coin bypass feature..

The Coin Bypass Lever puts the coin validation mechanism out of service and creates a path directly into the cashbox. In Coin Bypass, the coins will not be validated or counted. Coin Bypass may only be used after attempts to clear coins are unsuccessful and **only** upon authorization from Radio Dispatch.

If a bill is not accepted, the Operator may use the bill override feature only after visually inspecting the bill to verify that it is valid currency. The customer must attempt to insert the bill into the farebox. When a bill is rejected, the Operator Control Unit (OCU) screen will display the bill reclassify screen. The arrow key next to either "\$1.00" or "\$5.00" should be pressed accordingly (if the bill is larger than \$5, select \$5). The customer should insert the bill again. The farebox will now accept the bill.

Passes and ID Cards – General Requirements

Operators are required to understand the passes permitted for use on Capital Metro services. Operators must ensure that the proper fare is paid for any pass being issued by the farebox. *For images of all accepted passes, please see Appendix A.*

- If the pass is accepted by the farebox (*pleasant sound when pass is swiped*), the Operator's responsibility for fare collection is complete.
- Operators are responsible for monitoring any customer attempting to board the bus using a pass or other magnetic fare media that is not validated by the farebox. When the farebox sounds the alarm (*unpleasant warble sound*), the Operator must check the OCU to determine what the problem is. If the fare media is invalid the customer should be politely asked to pay the appropriate cash fare.
- If the Operator determines, through a visual inspection, that the fare media is deemed valid, the "C" key is pressed to count the customer and the customer may board without paying additional fare. Remember "C is for Count Pass."

When an individual with a Capital Metro issued ID card boards the bus, they must first tap their ID card to the farebox target to identify that they are entitled to the reduced cash fare and set farebox to lower fare and a pleasant sound validates entitlement. After the pleasant sound, the rider can then pay fare: cash fare, insert or tap a Stored Value Card, or a Reduced Fare Pass.

Active duty and reserve military personnel (*out of uniform*) with a valid ID are also permitted to receive the reduced cash fare. Press the "Reduced" arrow key to tally and count the fare.

Period Passes (1-Day, 7-Day and 31-Day Passes)

Because every rider has different needs, Capital Metro offers several ways for customers to purchase passes. Passes are classified by service type (Local, Commuter, MetroAccess) and can be purchased for a 1-day, 7-day or 31-day period.

- Local Day Passes are accepted on all MetroBus, MetroFlyer and MetroRapid routes: 0-99, 100-199, 200-299, 300-399, 400-499, 600-699 and 800-899
- Commuter Day Passes are accepted on all services listed above plus MetroExpress Routes 900-999 and MetroRail Routes 500-599

Each pass is also available in a reduced fare version at approximately half the regular fare rate. Reduced fare passes are available only to those persons eligible for a reduced cash fare. The issuance of any Reduced Day Pass requires the individual to present to the Operator, or tap to the farebox, the proper ID that entitles them to the reduced fare.

The only period pass available for sale on the bus is the 1-day pass. Day Passes may only be purchased using cash or a Stored Value Card.

To sell a day pass from the farebox, the Bus Operator must press the arrow key (side keys) corresponding with the pass type requested. Bus Operators should endeavor to ask customers if they want a day pass before cash is inserted into the machine. The following abbreviations are used on the farebox for selling day passes:

- ISSDYLCL - Local Day Pass
- REDUCED - Local Reduced Fare (Single Ride)
- ISSLOCRF – Local Reduced Fare (Day Pass)
- ISSDYCOM - Commuter Day Pass
- ISSCOMRF – Commuter Reduced Fare (Day Pass)

7-Day and 31-Day Passes: Passengers may purchase a 7-day or 31-day pass online, at the Capital Metro Transit Store and at various retail outlets. Passes purchased from these must be activated by the farebox on the first use. Passes are activated by inserting them in the TRiM unit. The farebox will activate the pass by stamping the first use date and time and the expiration date and time on the back of the pass. After the first use the customer can swipe the pass (see below).



MetroAccess Monthly Passes: The MetroAccess Monthly Pass is programmed to work for a specific month of a year. The pass does not need to be inserted to be activated, the customer only needs to swipe the pass.

Employee ID Badges and Dependent Passes

When a Capital Metro or Service Provider employee or family member presents a Capital Metro Employee or Contractor ID card or Dependent Pass, the Operator will press “2” key.

- Employees and Service Provider employees shall simply show their ID card to the Operator.
- Dependent Passes are on a smart/RFID card. These passes will be used by tapping them on the target on the farebox.

Partner Pass Programs.

Capital Metro works with large institutions and major employers to negotiate discounted pass rates for bulk purchases of passes. These passes are programmed to be accepted by the fare box.

- If a specialty pass is not accepted by the farebox, check the face of the pass for a printed expiration date. If still in the valid date range, allow the customer to ride and use key “C” to count the pass.
- If the pass is expired, the customer must pay the regular fare. The customer should be asked to replace the pass
- City of Austin and Travis County employee passes change color each year. ACC Green Ride passes change color each semester.

City of Austin & Travis County: City of Austin and Travis County employees are issued an annual pass that can be used to swipe into the farebox to receive a free ride. This pass can be used on all routes. The City of Austin and Travis County Human Resources Department distributes and replaces the passes.

Austin Community College (ACC) Green Ride Pass: ACC students are eligible for a semester-long pass that can be used to swipe into the farebox to receive a free ride. This pass can be used on all routes. The ACC Registrar’s Office distributes and replaces passes.

University of Texas (UT) ID Cards: When a UT student and faculty staff boards the bus, they are required to swipe their student ID card or pay the adult cash fare. If the farebox sounds an alarm, the Operator should check the message on the OCU screen for error messages. If the ID card is not accepted by the farebox, the Operator should ask the rider to pay the adult cash fare. The Operator should advise the rider that any issues with their UT ID card should be directed to the UT ID center.

Mobile Passes

Passengers can also purchase their fare through their mobile smartphone using the CapMetro app. Operators can simply visually inspect the pass on routes where there is not a fare validator installed on the vehicle. The Operator may ask the customer to tap the screen of their phone to verify that it changes color. The Operator should count the customer using the “A” key. Remember, “A is for App.” All Capital Metro fare media is available through the Mobile App (single ride, 1-day, 7-day and 31-day passes).

Accessible Touch Pass

Capital Metro has created the Accessible Touch Pass to assist persons with disabilities in more easily paying a fare. Unlike other Capital Metro passes, the Accessible Touch Pass doesn't have to be swiped through the slot on the farebox. Instead, the customer will tap it on or hold it close to the target on the farebox. All 1-Day, 7-Day and 31-Day Passes can be programmed onto these accessible touch passes.

To use the pass on the bus, passholders will first tap either the Capital Metro Reduced Fare ID card or the MetroAccess ID card to the target area on the farebox, followed by a tap of the Pass to the same target on the farebox. If the Pass is expired or otherwise non-functioning, or if the required current Capital Metro Reduced Fare ID card or MetroAccess ID card is not presented, a full fare is required. The pass is offered in three formats:

- Bus pass-sized card with a lanyard hole
- key fob
- wristband

Stored Value Cards

Stored Value Cards may be purchased online, at the Transit Store, or at various store outlets.

- If the Stored Value Card is an electronic/RFID card, it is tapped to the target area of the farebox with each use. The farebox deducts the appropriate fare, tallies the remaining value and counts a customer each time this card is used.
- A Stored Value Card can also be a magnetic card that is inserted in the TRiM unit on top of the farebox. The farebox deducts the appropriate fare, tallies the remaining value and counts a customer each time this card is used.
- If the customer is entitled to a reduced fare, the customer should inform the Operator before inserting or tapping the Stored Value Card. The Operator initiates

the discount by pressing the “**Reduced**” key and then the stored value card is inserted.

- A customer can also purchase a day pass with either type of Stored Value Card by informing the Operator before inserting the card in the farebox. The Operator will press the side key for the appropriate pass and then the customer inserts or taps the Stored Value Card.
- More than one customer may use the same Stored Value Card. Each time the card is used, the farebox will deduct an adult fare for route depending on the fareset used.
- By depressing the star (*) key, then “**8**” key, the OCU will enable the customer to tap their ID card or Stored Value Card to the target area of the farebox and it will provide a read out of when the ID card expires, ID number, etc. With the Stored Value Card, it will provide the remaining balance of the card without reducing any fare. The Operator may then simply depress the “**Dump**” key to clear the screen.

MetroRapid Fare Collection Procedures

MetroRapid fare collection is handled differently from other MetroBus or MetroExpress routes. Passengers with valid Capital Metro pass or fare media that can be validated using at the mobile app reader or CardQuest standalone fare processing unit can board through any door. All other customers paying cash or using a pass that cannot be validated with the above-mentioned equipment must board through the front doors and the procedures mentioned above apply.

MetroRapid fare enforcement is periodically conducted by Capital Metro staff. It is not the Operator’s responsibility to determine if a non-cash customer paid a fare on MetroRapid. Capital Metro staff will perform that function on a random basis during the service hours of MetroRapid.

Fare set 4 is used for MetroRapid services. This fare set issues proof-of-payment (POP) receipts for customers that pay the single-ride cash fare on MetroRapid buses. The POP receipt is provided to the customer to display to a Capital Metro staff member performing fare validation duties.



METRO

ACCEPTED FARE MEDIA ONBOARD BUSES EFFECTIVE JANUARY 8, 2017

1-DAY PASSES



Sold at retail outlets

issued by farebox

7-DAY PASSES



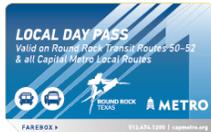
All sold at retail outlets

31-DAY PASSES



All sold at retail outlets

1-DAY PASSES (Round Rock)



All sold at retail outlets

31-DAY PASSES (Round Rock)



All sold at retail outlets

MOBILE PASSES



- 1-Day, 7-Day and 31-Day Passes and Single Ride Ticket
- For MetroAccess, M=Monthly and T=Single Ride Ticket
- Pay attention to the expiration date, as you will not know what type of a pass it is.
- There is no separate regular vs. reduced designation.
- Images at left are Android screens. iPhone screens will look similar.
- If a customer happens to activate more than 1 pass, the visual display would show the number of passes activated before the service level.

REDUCED FARE ID CARDS



New designs



Old designs: still accepted, no longer issued

ACCESSIBLE TOUCH PASSES



CAPITAL METRO BADGES



Employee



Temp/Intern



Contractor



Family



Retiree

STORED VALUE CARDS



Plastic tap cards or magnetic paper passes (still accepted but no longer sold)

OTHER PASSES



MetroAccess pass
(color changes monthly)



ACC pass
(color changes per semester)



UT ID card



Military ID



Travis County Pass
(color changes annually)



City of Austin pass
(color changes annually)



TVM Pass
(sold at MetroRail stations)

ATTACHMENT

EMERGENCY NOTIFICATION/ EVENT CLASSIFICATION PROCEDURE 7.4



METRO | OPERATIONS

Event Classification System

Notification and Response Requirements

Overview

Capital Metro has adopted an event classification system and associated response and notification protocols. These protocols define the minimum requirements for response and notification following a variety of events.

Event Classification System

The protocols follow an event classification system used by all Capital Metro teams, in which each occurrence will be classified under one of the following categories:

- Level Three - Minor
- Level Two - Critical
- Level One - Severe

Such classifications are applied across the agency and have been defined in the attached documents for the areas of Rail Ops, Bus Ops, Demand response Ops, Facilities, and IT, as detailed in Appendix A. Depending on the level of the event, both notification of the event and persons required to respond have been defined.

Notification Method

Methods of notification will include a mix of emails, text messages (sent via email) and telephone calls (manual and automated). **Everbridge is used for all level one and level two events.** Notification requirements vary slightly by service mode or operational area, as defined below:

	Level Three – Minor	Level Two - Critical	Level One - Severe
Rail	Email only, sent by dispatch to Austin MMD email group.	Everbridge notification sent to Rail Emergency group + Phone call according to weekly on-call list	Everbridge notification sent to Rail Emergency group + Phone call according to weekly on-call list
Bus	Email autogenerated and sent from OrbCADIncidentWatcher@capmetro.org to ~MinorBusIncident@capmetro.org Service delays emailed to ~BusDelays@capmetro.org	Everbridge notification sent to Bus Emergency group. + Phone call according to weekly on-call list	Everbridge notification sent to Bus Emergency group. + Phone call according to weekly on-call list
Demand Response	Everbridge notification sent to Demand Response Leadership email groups. + Phone call according to weekly on-call list Demand Response Control Center	Everbridge notification sent to Demand Response Emergency email groups. + Phone call according to weekly on-call list Demand Response Control Center	Everbridge notification sent to Demand response Emergency group. + Phone call according to weekly on-call list
Facilities	Email sent by PAM to affect business units. Members vary by event.	Everbridge notification sent to Facilities Emergency group. + Phone call according to weekly on-call list	Everbridge notification sent to Facilities Emergency group. + Phone call according to weekly on-call list
IT	Email sent by system administrator to affect business units and documented in ServiceNow. Members vary by event.	Everbridge notification sent to IT Emergency group. + Phone call according to weekly on-call list	Everbridge notification sent to IT Emergency group. + Phone call according to weekly on-call list

Timeliness of Notification

The purpose of the notification system is to provide timely information regarding accidents and significant incidents to a broad group of stakeholders. One of the key goals is to minimize contact from these stakeholders directly to the dispatcher and/or supervisor responding to the scene. Accordingly, information should be sent on the following time table:

- Initial information regarding the incident must be sent as soon as it is known.
- As follow-up information becomes available, additional notification emails should be sent. Follow-up emails should be sent as quickly as possible when new information is known.
- When possible, notifications will be automated using existing systems. If the automated notification does not go out for any reason, the applicable OCC manager/dispatcher is required to send the email manually.

Notification Contents

These notifications are sent to a large group of individuals – including staff from Capital Metro operations, customer service staff, media relations, contract service providers, etc. It is important to remember your audience. Messages should be brief with minimal use of acronyms but contain basic information, including the final disposition.

Refrain from including race or gender information about the people involved in the incident. The only personal/demographic details that should be included is information that is necessary to properly communicate the extent of the incident. For example, whether the customer is a child may be pertinent.

Notification Content is dictated by the Everbridge Notification System. Should that system be unavailable for any reason, an email blind copied (BCC) to the appropriate distribution list should be sent, using the following format:

Description:	<i>Description of what is happening. Include information about service impact, and incident commander, as appropriate.</i>
Incident Type:	<i>Example: Accident – Passenger or Security – Operator Assault</i>
Level:	<i>Example: Level 2 – Critical</i>
Mode:	<i>Bus, Rail, or Demand response as appropriate</i>
Location:	<i>Address or intersection</i>
Garage:	<i>North Ops Bus, North Ops Rail, East Fifth Bus, North Base Para, etc.</i>
Vehicle:	<i>Unit number</i>
Block:	<i>Block number</i>
Created by:	<i>Dispatcher Name</i>
Supervisor:	<i>Supervisor Name</i>

Incident Response

Depending on the severity of the accident or incident, different groups of Capital Metro and/or Service Provider staff are required to respond. The minimum requirements for response and associated scene responsibilities are detailed in Appendix B.

Appendix A

Event Classification	Notification Type	Rail	Bus	Demand Response	Facilities	IT
Level 3 - Minor	Rail: Email only, sent by dispatch to Austin MMD email group Bus: Email only, sent by OrbCAD System Watcher; Service delays emailed to Bus Delay email group. Demand response: Email sent to MA Leadership email group + Logged on tracker, monitored by Service Provider and CMTA Facilities and IT: Email only, sent to affected business units.	Gate Activation Failures	Vehicle collision	Vehicle collision or require towing away	Limited power outage at a facility	A production system or service is unavailable or degraded, affecting a FEW but not all users and/or customers that can be sustained for several days. Examples Include: • Single TVM is out of service at a station during regular service (not special event) • Single Customer cannot access previously purchased ticket on mobile app Equivalent to "Medium" incidents in IT Incident Escalation Notification Process document.
		Equipment Damage - Track, DMU, Signal	Passenger accidents	Passenger accidents	Limited water leak	
		Events which require security assistance	Events which require security assistance	Mechanical failure / vehicle change outs / Vehicle tow for any reason	Ambulance - minor injury	
		Mechanical Failure	Mechanical failure / vehicle change outs / Vehicle tow for any reason	Slip/fall or disruptive incident at eligibility center	Small hazardous material incident	
			Any local/crosstown route with 2 or more buses 15+ minutes late (schedule-based)		Commode Overflow	
			Any MetroRapid route with 2 or more buses 10+ minutes late (headway-based)		Lawn sprinkler issues	
	Any Express route with 1 or more buses 15+ minutes late (schedule-based)		Tripped Circuit Breaker			
Level 2 - Critical	Everbridge Notification sent to mode-based Emergency Notification group Allows email and text, per membership in the group. Group membership is synced with associated email group in outlook. Also requires phone call to Operations and Safety representatives. Phone call to Bus Vehicle Maintenance for maintenance related issues	Derailment not affecting commuter corridor (FRA Reportable)	EMS transport as the result of a transit incident	EMS transport as the result of a transit incident	Power outage to whole facility	A production system or service is unavailable or degraded, affecting MANY but not all users and/or customers, a workaround may exist. Examples include: • Both TVMs at a station are out of service • Mobile App cannot sell tickets • Electricity is out at a MetroRapid Station affecting DMS • Transit Store Point of Sale System (POS) is down • The trip planner on capmetro.org is not available. i.e. not displaying on website. Equivalent to "High" incidents in IT Incident Escalation Notification Process document.
		Injured Passenger	Bus contact with vulnerable road user (pedestrian/cyclist) EMS transport as the result of a transit incident. (Contact on-call media relations)	Vehicle contact with vulnerable road user (pedestrian/cyclist/wheelchair)	Water cut off to whole facility	
		Crossing Accident	Environmental impact (e.g., 5+ gallons fluid spills on the road or into the storm drain)	Environmental impact (e.g., 5+ gallons fluid spills on the road or into the storm drain)	Fueling system not working	
		15 minute service delay	Vehicle fire confirmed smoke (smoke inhalation) or fire suppression discharge	Vehicle fire confirmed smoke (smoke inhalation)	Environmental impact (e.g., 5+ gallons fluid spills on the road or into the storm drain)	
		Railcomm outage that affects service	Any weapon displayed or discharged	Any weapon displayed or discharged	Air conditioning system down	
		Any weapon displayed or discharged	Operator assault that requires EMS treatment/transport or an arrest	Operator assault that requires EMS treatment/transport or an arrest	Fire or Explosion potential due to spill or other	
		EMS transport as the result of a transit incident	Wheel runoff Wheelchair restraints or lift failure on Commuter and Cutaways without injury (excludes will not retract or extend)	Lost passenger	Bomb threats	
			Door closing on passenger with or without injury	Passenger or mobility device securement failure		
		EMS required after incident at eligibility center				
Level 1 - Severe	Everbridge notification sent to mode-defined groups Allows email, text and phone call, per user and group configurations. Group membership is synced with associated email group in outlook. Also requires phone call to CCO/COO, Ops VP and EVP, SRA.	Potential fatality/Loss of limb	Potential fatality/Loss of limb	Potential fatality/Loss of limb	Natural disasters: floods, tornados	A critical production system or service is unavailable or degraded to ALL users and/or customers, no acceptable workarounds exists. Examples include: • Railcomm application outage adversely affecting Rail service • Network connectivity outage at 209 that prevent customers to connect with the call center • Mobile app customers cannot access previously purchased ticket • capmetro.org site is fully down i.e. all pages are unavailable Equivalent to "Urgent" incidents in IT Incident Escalation Notification Process document.
		Train contact with pedestrian/cyclist	Significant impact to service (shut down # of bus routes)	Credible system threats (as defined by Security/APD; e.g., bombs)	Hostage or Active Shooter situation	
		Significant impact to service - All Rail Operation is stopped	Credible system threats (as defined by Security/APD; e.g., bombs)	Vehicle on fire (confirmed flames, not just smoke)	Major fuel spill	
		Derailment on Commuter Corridor	Vehicle on fire (confirmed flames, not just smoke)	Wheelchair restraints or lift failure on Cutaways with injury	Natural gas leak	
		Credible system threats (as defined by Security/APD; e.g., bombs)	Wheelchair restraints or lift failure on Commuter and Cutaways with injury		Terrorist Attack	
		DMU on Fire			Electrical main transformer failure	
Train Collision						

Appendix B

Capital Metro Accident and Incident Response Requirements

Event Classification System	Responds to Scene <small>(All responders must have assigned backups or designees for when they're out of town or unavailable)</small>	Incident Commander	Restrict Scene Access	Prepare Initial Written Accident Report	Secure Equipment & Assess Damage	Authorized Person to Take Photos of Scene	Liaison with External Investigative Entity	Courtesy Cards, Passenger Assistance, & Service Restoration	Release the Scene After Law Enforcement Release to CMTA	Coordinate Remote Command Center
Level 3 – Minor <ul style="list-style-type: none"> Rail Gate Activation Failures Rail Equipment Damage - Track, DMU, Signal Events which require security assistance Vehicle collision Passenger accidents Slip/fall incident at eligibility center 	Onsite Service Provider: <ul style="list-style-type: none"> Service Provider Supervisor Onsite CMTA: <ul style="list-style-type: none"> CMTA APD 	Service Provider Supervisor	Service Provider Supervisor -or- CMTA APD	Service Provider Vehicle Operator -and- Supervisor Note: All accident reports must meet CMTA report standards and are not considered complete until reviewed by CMTA Risk Management.	Service Provider Supervisor -and- Service Provider Safety Manager, as allowed by investigating law enforcement agency	Service Provider Supervisor Note: Any/all photos taken should only be by Service Provider Supervisors. Any images required/ requested should be directed to that person to take and to distribute. All photos due to CMTA Risk Management within 24 hours of the incident.	Service Provider Safety Manager -or- CMTA APD Note: Request victim services counselor for operator involved as warranted.	Service Provider Supervisor	CMTA APD	Operations Control Center (OCC) Note: Send all updated information to the OCC. Remote call may be requested by VP, SRA, DCEO, or applicable Ops VP
Level 2 – Critical <ul style="list-style-type: none"> EMS transports (from injury, assault, criminal activity) Bus or Demand response vehicle contact with vulnerable road user (pedestrian/cyclist) Environmental impact (e.g., 5+ gallons fluid spills on the road or into the storm drain) Vehicle fire confirmed smoke (smoke inhalation) Vehicle collisions that require towing away Firearm discharge Operator physical assault or significant injury that requires EMS treatment/ transport or an arrest Serious Security incident (hijacking, bomb threat, dangerous weapons on board, etc.) Demand response lost passengers or passenger securement failure Rail derailment not affecting commuter corridor Rail crossing accident 	As above, plus: <ul style="list-style-type: none"> Onsite Service Provider: <ul style="list-style-type: none"> Service Provider Second Supervisors Service Provider Safety (Default is to respond until/unless it is clear incident will resolve before arrival.) Additional Monitoring: CMTA Operations, CMTA Safety and CMTA Security will continuously monitor service incidents, responsible for validating appropriate response. CMTA VM may respond to the scene	Senior-most Service Provider Manager On Site (that has received IC training)	CMTA APD -or- CMTA Safety	As above.	As above.	As above.	As above. If federal law enforcement on scene (e.g. FBI), liaison is CMTA Director Security. If federal safety investigators on scene (e.g. NTSB), liaison is CMTA VP Safety	Service Provider Second Supervisor, with assistance from CMTA Operations	CMTA APD -or- CMTA highest ranking official on the scene.	As above.
Level 1 – Severe <ul style="list-style-type: none"> Potential fatality/loss of limb Train contact with vulnerable road user (pedestrian/cyclist) Credible system threats (as defined by Security/APD; e.g., bombs) Vehicle on fire (confirmed flames, not just smoke) Evacuation of a passenger train or terminal (station)	As above, plus: <ul style="list-style-type: none"> Onsite CMTA: as designee <ul style="list-style-type: none"> CMTA Safety CMTA Operations (bus, rail, or demand response as applicable) Onsite Service Provider: <ul style="list-style-type: none"> Service Provider GM or designee Onsite CMTA: or designee <ul style="list-style-type: none"> CMTA Communications CMTA Operations VP and/or CCO/COO CMTA Chief Safety Officer CMTA Director, Public Safety/Emergency Management 	As above.	As above.	As above.	As above, plus: Entire vehicle must be secured, until released by CMTA Safety.	Service Provider Safety Manager may support this effort.	As above.	As above.	As above.	As above

ATTACHMENT

ACCIDENT AND INCIDENT SCENE RESPONSIBILITIES 12.4

Bus and Paratransit Accident and Incident Scene Responsibilities

Type of Incident	Responds to Scene	Control Scene/Direct Investigation	Restrict Scene Access	Provide Emergency Notification	Prepare Initial Written Accident Report	Secure Equipment & Assess Damage	Take Possession of Camera System Video, Event Recorder & Follow CM Chain of Custody (#2)	Primary Person to Take Photos of Scene (#2)	Liaison with External Investigative Entity	Courtesy Cards and Non-Injured Passenger Assistance	Release the Scene After Law Enforcement Release to CMTA	Coordinate Remote Command Center
Other Vehicle Accident	Contractor Supervisor	*Contractor Supervisor	*Contractor Supervisor *Contractor Safety Manager	*Bus or Paratransit Radio Control via Normal e-mail or text notification	*Contractor Supervisor and vehicle operator (#3)	*Contractor Supervisor *Contractor Safety Manager ...as allowed by investigating law enforcement agency	*Contractor Safety Manager at pull-in	*Contractor Supervisor	* CMTA Security (APD officer) if on scene; otherwise Contractor Safety Manager	* Contractor Supervisor	*Contractor Safety Manager ...working with CMTA Safety Manager or CMTA Director of Risk if on scene	For Serious Security Incidents, Pedestrian, Cyclist, Scooter or Motorcycle Struck, Serious Accidents or Catastrophic Accidents: VP Admin/RMCO will initiate Everbridge Conference Bridge. Backup will be the Director of Risk Management.
Passenger Accident	*Contractor Supervisor	*Contractor Supervisor	↓	↓	↓	↓	↓	↓	↓	↓	↓	
Security Incident	*Contractor Supervisor *CMTA Security	*Contractor Supervisor *CMTA Security	↓	↓	↓	↓	↓	↓	↓	↓	↓	
Serious Security Incident [#8]	*CMTA Security Manager	*CMTA Security Manager	*CMTA Security Manager	*CMTA Security Manager	↓	↓	↓	↓	↓	↓	↓	
Pedestrian, Cyclist, Scooter or Motorcycle Struck CRT	* CMTA Safety Manager. * Back up: Director of Risk *Contractor Safety Manager *Contractor Supervisor (x2) *Media Relations [#4]	*CMTA Director of Risk or *CMTA Safety Manager if present, otherwise Contractor Safety Manager	*Contractor Supervisor and 2 nd Supervisor, Contractor Safety Manager	* On scene manager directs contractor on wording of updates sent directly from the scene	↓	↓	* Contractor Safety Manager or CMTA Director of Risk or CMTA Safety Manager if on scene, at their discretion	↓	↓	2 nd Contractor Supervisor or based on collaboration, a designated CMTA representative	↓	
Serious Accident (#5) CRT	* CMTA Safety Manager * Back up: Director of Risk *Contractor Supervisor (x2) *Contractor Safety Manager *CMTA Safety Manager *CMTA APD Officers * Media Relations [#4]	*CMTA Director of Risk or *CMTA Safety Manager if present, otherwise Contractor Safety Manager	*Contractor Supervisor and 2 nd Supervisor, Contractor Safety Manager	*1 st CMTA Manager of the scene directs contractor on wording of updates sent directly from the scene	↓	↓	* Contractor Safety Manager or CMTA Director of Risk, if on scene, at their discretion	↓	↓	2 nd Contractor Supervisor or based on collaboration, a designated CMTA representative	↓	
*Catastrophic Accident [#6] * Significant Injury to operator * Suicide Threats [#7] CRT	* CMTA Safety Manager * Back up: Director of Risk * Security Manager * CMTA BPS Rep. or VP Rail * RIMKUS Accident Reconstructionist * Media Relations [#4] * Outside Legal Attorney * Contractor Supervisor (x2)	First to arrive then: 1. CMTA Director of Risk 2. CMTA Safety Manager 3. CMTA Security Manager	*CMTA Security Manager or designee	*On scene manager directs contractor on wording of updates sent directly from the scene *When 911 called, call on duty APD security *Use Phone Tree or text in addition to EN's. When Everbridge is functional will use the conference calling functionality	↓	↓	As above and entire vehicle must be secured until released by CMTA Risk Management	↓	↓	2 nd Contractor Supervisor or based on collaboration, a designated CMTA representative	* CMTA Director of Risk or * CMTA Safety Manager or * CMTA Security Manager if crime involved	

- (1) For any CRT [Catastrophic Response Team] – “CRT” “CRT Required” “Activate CRT” or similar will be added to the subject line of any e-mail initiated
- (2) All photos should only be taken by authorized and trained personnel; all photos and video from the camera system are due to Risk Management no later than 24 hours after the incident
CMTA on site staff take complete set of accident photos
- (3) All accident reports must meet CMTA report standards and are not considered complete until reviewed by CMTA Risk Management
- (4) Media relations responds to all events designated as a CRT. If originally not designated as a CRT but CMTA Security Manager, CMTA Safety Manager, BPS Rep or VP of Rail at the scene ID’s the event as CRT level, that responder will call the designated communication person to respond to the scene. [Media Relations After Hours Hotline 512-592-2171]
- (5) Serious accident - An accident or incident of serious nature involving multiple injuries or vehicles.
- (6) Catastrophic accident – An accident or incident with potential to result in fatality or loss of limb.
- (7) Note on Catastrophic: re: Responders to scene: All members that respond are responsible for designating a backup responder if they will be out of town or unavailable
- (8) Examples of Serious Security Incidents: hijacking, bomb threat, dangerous weapons on board...

ATTACHMENT

**ACCIDENT/INCIDENT
PROTOCOLS 12.4.2**



METRO | OPERATIONS

Accident and Incident Protocols

Introduction

The purpose of this document is to define the protocols for collecting, reporting and distributing accident and incident information required by CMTA. To ensure consistency in response to accidents and incidents, these definitions and protocols have been developed for use by all bus and paratransit Service Providers.

Definitions

Vehicle Accident (Collision): When a CMTA vehicle contacts another vehicle, fixed object, pedestrian, bicyclist, animal, road debris or other hazards, etc. A vehicle accident may either be directly witnessed by or communicated to an employee, CMTA, or its contracted service providers by another person. CMTA retains the right to make a final determination of what is or is not considered a vehicle accident.

Passenger Accident: When a passenger falls, or is hit, struck, or bumped while on board, boarding, or alighting a CMTA vehicle resulting in injury, (or for the purposes of paratransit while travelling from the exit or to the entrance of their origin or destination). A passenger accident may either be directly witnessed by or communicated to an employee, CMTA, or its contracted service providers by another person. CMTA retains the right to make a final determination of what is or is not considered a passenger accident.

Incidents: Any unusual disturbance on or in the vicinity of CMTA property which requires the assistance of any person other than the Operator; an occurrence which causes a disruption or delay of service; or any other situation which requires Supervisory personnel, Security Officer, emergency personnel, including passengers struck while crossing in front/behind the bus, etc. An incident may either be directly witnessed by or communicated to an employee, CMTA, or its Service Providers by another person. CMTA retains the right to make a final determination of what is or is not considered an incident.

Reports must be completed for all accidents and incidents except as noted below*.

Vehicle Accidents

When a vehicle accident is reported to dispatch (whether there is damage or not), the Dispatcher taking the call will assume control of the accident until a Transportation Supervisor or Security Officer arrives on the scene. The Dispatcher must provide appropriate support and information to the Operator until a Transportation Supervisor arrives on scene.

The Dispatcher taking the call responsibilities:

- Confirm the Operator's block/route/run, ID, location, direction of travel, and vehicle number.
- Confirm that the Operator has stopped the vehicle at a safe location.
- Instruct the Operator to check for fire, property damage, vehicle malfunction, and/or if there are any injuries, and ensure the Operator and passengers are protected from any existing or potential hazards created by the accident.
- Instruct the Operator to check in with other parties involved and let them know help is on the way.
- Instruct the Operator to place all three emergency triangles out when applicable.
- If a vehicle involved in an accident is camera-equipped, instruct the Operator to activate recording equipment when applicable.
- Instruct the Operator to safely evacuate the vehicle if necessary.

- Dispatch emergency services (law enforcement, fire, EMS, etc.) if necessary.
- Dispatch Supervisory and security personnel if necessary.
- Obtain a brief description of the accident to accurately record this information for notification purposes.
- The Transportation Supervisor will become the primary investigating official responsible for conducting the accident investigation for CMTA. If the accident meets the definition of an “Emergency Notification”, more than one Transportation Supervisor will be dispatched to the scene. If a second Transportation Supervisor is not available, a member of the Service Provider or CMTA Operations and Maintenance Oversight (OMO), Risk Management and/or Safety may be asked to assist with the investigation.
- Arrange for Operator relief if necessary.
- Notify Vehicle Maintenance of any damage to the CMTA vehicle caused by the accident. Arrange for the vehicle to be towed if necessary.
- Document the location, direction, and time the vehicle was placed back in service by Supervisory personnel.

The Supervisory and security personnel on the scene responsibilities:

- Remain calm, professional and courteous.
- Determine if the Operator, the passengers or occupants of other vehicles need medical attention. If emergency services are needed and have not already been called, inform dispatch to immediately call 911 to request emergency services.
- Ensure that the vehicle is properly secured (transmission in neutral, flashers on, parking brake engaged).
- Notify Dispatch if Operator relief is needed.
- Determine if a post-accident drug and alcohol test is warranted. If the Operator is required to be tested, inform the Dispatcher as soon as possible so that appropriate arrangements can be made in a timely manner.
- If there are no claimed injuries at the accident scene, no fatalities, apparent property damage is very minor (i.e. mirror to mirror accident, scratched bumper, broken turn signal lens, etc.), and the driver of the non-CMTA vehicle agrees, the Transportation Supervisor in charge of the investigation on the scene may make a request to cancel emergency services.
- If a vehicle involved in an accident is camera-equipped, activate recording equipment if the Operator has not already done so.
- In the event of a Severe event classification, the designated CMTA representative (Risk Management, Safety and/or Security) will take possession of the camera system physical DVR, if the system has a removable DVR or download the necessary footage (if camera system does not have a physical DVR) with the appropriate Chain of Custody form/documentation.
- As soon as possible, begin gathering information on those things that will change or may disappear. Sketch or photograph transient evidence. This includes photographing both the exterior and interior of all vehicles involved (if there is evidence inside a vehicle relevant to the accident investigation).
- Minimum photography requirements:
 1. Depict damage of all vehicles involved.
 2. Damage to any fixed objects or property.
 3. The debris field of the accident.
 4. At least seven photographs of the scene.
 5. Photographs must be taken five feet or more away from the areas of impact on the vehicle or the fixed object.
 6. Photo(s) of the vehicle number(s) and license plate(s).
- Do not enter any other vehicles not owned by CMTA unless given explicit permission to do so.
- If possible, take photos of the vehicles involved during the recovery and towing process to discourage claims for damage that did not occur as a result of the accident.
- Photographs should only be taken by authorized and trained (TSI-preferred) personnel.
- Note the condition of all vehicle(s) involved including the interior and exterior of the vehicles if possible. If the CMTA vehicle needs to be towed, notify dispatch.

- Check the interior of the CMTA vehicle for hazards or blood-borne pathogens. If hazards exist, have such hazards removed. If blood-borne pathogens are present, follow the Service Provider's and CMTA policies for clean-up.
- If a vehicle must be moved, mark the locations of the tires of all vehicles at their final resting point. Take as many measurements as possible for field sketches.
- Interview the Operator and potential witnesses as soon as possible. If the Operator is available at the scene, he/she will be interviewed individually. If authorization to proceed on the scheduled route has been given by the Dispatcher handling the accident, the Supervisor will meet the Operator enroute as soon as possible to complete an interview and investigation.
- Provide courtesy cards and interview any other potential witnesses individually. Be sure to collect the courtesy cards before witnesses depart the scene.
- Make sure the Operator(s) involved have a form to report the accident or incident on with the information necessary to complete the report. If multiple Operators are involved in, or witnesses to the accident, each Operator will complete written reports.
- Assist the Operator in exchanging information with others involved in the accident. The information that will be exchanged includes:
 1. The vehicle operator's name and ID number.
 2. The vehicle number(s).
 3. The Service Provider's insurance information.
 4. Insurance information.
 5. Vehicle registration information.
 6. If requested and available, present the Operator's driver's license information (including name and address), to any person directly involved in the accident or emergency personnel.
- Refer questions regarding vehicle damage or medical expenses to Service Provider's insurance company, as appropriate.
- Obtain pertinent identification of all emergency response personnel at the scene. Examples include vehicle and badge numbers and/or police case numbers.
- Verify information of all drivers with the investigating officer and CMTA Security Officer (if present).
- Determine the names of casualties/injured parties, if possible, and to which medical facility they were transported. Also, determine destination of any towed vehicles.
- Before leaving the scene, take one last look around the accident scene to see if there is anything else to photograph, measure, or write down that may be relevant to the accident.
- Return the vehicle to regular service (where applicable) as quickly as possible. Provide dispatch with the location, direction, and time the vehicle will be returned to service.
- Provide dispatch with a summary of the accident.
- Complete and submit a Transportation Supervisor's Accident/Incident Report.
- Ensure and verify that a complete and accurate Operator Accident/Incident Report is submitted timely (guidelines below).

Passenger accidents with Injury

When a passenger accident (with possible injury) is reported, the Dispatcher taking the call will assume control of the accident until a Supervisor or Security Officer arrives on the scene. The Dispatcher will handle this as any other accident as outlined above with emphasis on ensuring that the Operator has the appropriate level of support to handle the situation professionally and appropriately. Upon arrival, Supervisory and Security Officer will assume control of the scene with Dispatch providing support as needed. In addition to the guidelines above, the assigned Supervisor(s) will, at a minimum:

- Attempt to collect any additional or pertinent information from the Operator(s) or passengers that may be required for any future investigations or claims.
- Obtain and verify statements from the Operator and affected passengers and return the vehicle to service in an expedient manner.

- Complete and submit a Supervisor's Accident/Incident Report.
- Ensure and verify that a complete and accurate Operator Accident/Incident Report is submitted timely.

Passenger accidents without Injury (Incident)

When a passenger accident is reported, such as a passenger fall with no claims of injury, the Dispatcher will instruct the Operator to continue in service and dispatch a Transportation Supervisor. If a Transportation Supervisor is not in the immediate vicinity of the accident (response time of two minutes or less), the Transportation Supervisor may meet the vehicle enroute. Prior to allowing the vehicle to continue, the Dispatcher taking the call will instruct the Operator as follows:

- Stand by at a safe location that does not block traffic.
- Ensure the passenger is not injured or in need of medical care.
- Activate recording equipment when applicable.
- Ensure courtesy cards are distributed, completed, collected and returned to supervisory personnel in a timely manner. (See "Courtesy Cards" - below)
- Check the interior of vehicle to ensure no hazards that may have contributed to the incident are present and there are no blood-borne pathogens that could present a hazard for other people (if hazards are found or blood-borne pathogens are present, stop the vehicle until a Supervisor arrives at the scene to photograph any hazards and arrange clean up blood-borne pathogens per the Service Provider's procedures).
- When necessary, the Dispatcher will verify the time of pull-in or relief for the Operator involved in the accident and make arrangements to interview the Operator and potential witnesses as soon as possible.

If authorization to proceed on schedule has been given by the Dispatcher handling the incident, the Transportation Supervisor will meet the Operator prior to the end of the Operator's shift to complete an interview and investigation. In cases where relief is made before a Supervisor can contact the Operator, the Transportation Supervisor will first interview the Operator involved in the incident, then later inspect and photograph the vehicle involved. Do not unnecessarily hold the vehicle involved in the passenger incident at a relief point. Allow the relieving Operator to continue on schedule.

Incidents

When unusual or disruptive incidents occur on a vehicle, Security Officers will be notified so they may provide the appropriate assistance.

For the highest priority issues, 911 will be contacted. Dispatchers are expected to call 911 for the following types of incidents:

- Medical emergencies or requests for EMS.
- Immediate threat to personal safety (including fights in progress).
- Report of injury to an Operator or passenger.
- Report of weapon.
- Robbery.
- Report of sex crimes, including exposure or sexual acts in progress.
- Suspected kidnapping.
- Vehicle Hijacking.

Any time 911 is contacted, an on-duty Security Officer will be notified after the 911 call is made. The Security Officer will coordinate the emergency response and be available to act as a liaison between the Service Provider personnel and law enforcement. A Transportation Supervisor will always be dispatched to the scene when 911 has been called.

For incidents with lower urgency, but security assistance is needed, the on-duty Security Officer will be dispatched directly by the Dispatcher. Such incidents include:

- Passenger disturbance.
- Escalated fare disputes.
- Intoxicated or disorderly passenger.
- Disturbing the peace.
- Vandalism.
- Sleeping passengers who do not wake up after verbal request from Operator.
- Disoriented or lost passenger.
- Operator assault with no injury.
- Lost child / minor needs transportation.

A Transportation Supervisor will always be dispatched to the scene when a Security Officer has been dispatched.

Incidents that require Supervisor or Security response/action must be documented by the Operator as well as the responding Transportation Supervisor or Security Officer. The Operator will complete an Operator Accident/Incident Report. The Transportation Supervisor or Security Officer will file a written report summarizing the details of the incident.

MetroAccess service disruptions are outlined in [MetroAccess Customer Issue Response Process](#). This process assists CMTA and MetroAccess Service Provider staff in identifying and addressing three levels of service disruption impacting MetroAccess passengers which assure the prompt, efficient and consistent response to every passenger issue.

Accident / Incident Reports

Accident / Incident reports provide objective information to management and create a historical record of the accident that could be used in legal proceedings and future investigations. Before submitting an accident report, ensure that all accident/incident reports (approved CMTA Operator & Supervisor templates) are (preferably) in electronic form, but if unavailable, they must be typed or clearly handwritten and signed in **black** ink. Both reports must include an accident diagram detailing the specific facts of the accident/incident, including, but not limited to:

- Date and time of the accident
- Location of the accident
- Accident description
- Parties involved and contact information
- Any vehicles towed
- Individuals injured and/or transported
- Passenger and witness courtesy cards
- Investigating Police Officer Badge # and report # (if available)

The Supervisor or Dispatcher receiving the reports will:

- Review spelling, grammar, and punctuation.
- Proofread the report for legibility, clarity, and completeness.
- Make sure diagrams are accurate and complete. (Google maps acceptable.)

Provide CMTA with all information required to support the account of the accident (the accident/incident report form, courtesy cards, notes recorded at the scene, sketches, etc.) per the Accident Reporting / Video Storage

Process. This information becomes evidence and the property of CMTA. Whenever possible, Operators will turn in all originals at the end of their shift to Dispatch. Copies will also be forwarded to designated CMTA representative(s) by the Service Provider. Incomplete or insufficient reports will not be accepted, and the Operator or Transportation Supervisor will be required to immediately update and resubmit the report.

***Minor Incident (Reports not Required)**

Incidents that do not require response from a Supervisor or Security should be logged by the Radio Dispatcher in OrbCAD for fixed route, Everbridge for DR. In many instances, the issue or disruption is resolved with little impact to service and no injury or damage. It is not necessary to generate additional Operator and Supervisor reports if minor incidents are captured by Dispatch. Some examples of when a written report is unnecessary include:

- If a passenger alights the unit when asked, no escalation/no delay (just a conversation)
- If a Supervisor responds to the scene, and the passenger has already alighted the unit and did not take any action
- Fare disputes that do not result in a service delay
- Verbal altercations that do not result in a service delay

Courtesy Cards

Courtesy cards enable CMTA to identify persons who may have useful information about the accident or incident. Note the courtesy cards are in English and Spanish. Operators will distribute and collect courtesy cards as promptly as possible. Upon arrival on the scene, the Transportation Supervisor will ensure courtesy cards have been distributed and collected appropriately and aid, as necessary. Information gathered from the courtesy cards may be shared with local law enforcement as part of the investigation process.

The following guidelines are provided for handling courtesy cards:

- Distribute the cards to all passengers and witnesses as soon as possible.
- Never refer to the courtesy cards as “witness cards”.
- Politely ask passengers and witnesses to complete the cards.
- Please assist any passengers who are unable to complete a card.
- Provide courtesy cards to witnesses outside the vehicle as well. Often, they are in better positions to see what happened than those on the vehicle.
- Ensure the passenger or witness name, address, and phone numbers are legible.
- Ask passengers who have completed courtesy cards to clarify what they have written if it is unclear.
- Ensure the vehicle ID Number is provided on the card in the blank provided.

Conclusion

Knowledge of accident and incident handling protocols are critical for all operations and safety personnel. Following established accident and incident protocols helps mitigate risk and provides better service to our passengers. Please familiarize yourself with this document and make sure you are in full compliance with the directives listed for the handling of each accident and incident described.

Referenced Documents:

- [All Operating Procedure - Event Classification System, Notifications and Response Requirements](#)
- [OMO accident and Incident Scene Responsibilities](#)
- [All Operating Procedure - Accident Reporting Video Storage Process](#)
- [MetroAccess Customer Issue Response Process](#)

ATTACHMENT

ACCIDENT DEFINITIONS & CRITERIA FOR MONTHLY REPORTING 12.4.3



**Accident Definitions &
Criteria for Monthly
Reporting
RM-106**

Risk Manager

**Issued: October 2013
Revised: June 2016**

**Approved by: Linda Watson
President/CEO**

PURPOSE

The purpose of this policy, is to standardize the accident, occurrence, and criteria definitions across providers and transportation modes for the following purposes:

1. Notification to Capital Metro
2. Inclusion in periodic reporting and statistical analysis
3. Determination of accident classification for the purpose of calculating key performance indicators

Improve safety performance by reducing accidents and injuries and the associated costs

POLICY

This policy applies to Capital Metropolitan Transportation Authority (Capital Metro) and its transit and freight service contractors. The requirements for reporting occurrences apply to Capital Metro transit and freight service contractors. Capital Metro and its transit and freight service contractors will follow the requirements in this policy for reporting occurrences, accident frequency and trends. This data will be used to implement measures to improve safety in all operations and prevent reoccurrences.

DEFINITIONS	
Reportable Occurrences	<p>In order to ensure that all occurrences which may be an accident are properly investigated and documented at the time of occurrence, a wide range of activities must be reported to Capital Metro. A reportable occurrence may either be directly witnessed by or communicated to an employee, Capital Metro, or its contractors.</p> <p>When a Capital Metro vehicle makes contact with another vehicle, pedestrian, cyclist, animal, road debris or any other obstruction, etc., it must be reported and investigated.</p> <p>When a person falls, or is hit, struck, or bumped, etc., while on board, boarding, or alighting a Capital Metro vehicle including persons struck while crossing in front of or behind the vehicle, (or for the purposes of paratransit while traveling from the exit or to the entrance of their origin or destination) it is an occurrence that must be reported.</p> <p>Any other occurrence on Capital Metro property or on a Capital Metro vehicle that may result in damage to property or injury to a person including Capital Metro or contractor employees must be reported to Capital Metro. Examples include, but are not limited to, a vehicle fire, unreported damage, vehicle damaged during the maintenance process, train derailment, etc. If in doubt, report the occurrence.</p>
Periodic Reporting Criteria for Vehicle Operations	<p><u>Vehicle Accidents:</u></p> <ol style="list-style-type: none"> 1. Collisions that cause damage to a Capital Metro vehicle. 2. As a result of a vehicle accident, a fatality is reported, a passenger is transported by EMS, an employee (Capital Metro or contractor) is injured, regardless of damage. 3. Collisions where claimant calls in a claim for property damage/injury due to a Capital Metro reported vehicle accident. 4. Collisions between pedestrians and a Capital Metro vehicle if injury is claimed. 5. Any other collision caused by a Capital Metro vehicle where there is known damage regardless of whether a claim is made. <p><u>Passenger Accidents:</u></p> <ol style="list-style-type: none"> 1. Passenger transported due to injury on a Capital Metro vehicle. 2. Passenger making a claim due to injury on a Capital Metro vehicle that can be substantiated (as determined by Capital Metro).
Monthly Reporting Criteria for Rail Operations	<p><u>Rail Vehicle Collisions:</u></p> <ol style="list-style-type: none"> 1. Any collision on rail line regardless of damage. 2. As a result of a rail collision, a fatality is reported, a passenger is transported by EMS, or an employee (Capital Metro or Contractor) is injured regardless of damage.

	<ol style="list-style-type: none"> 3. Collisions where claimant calls in a claim for property damage/injury caused by rail collision. 4. Collisions between pedestrians and any rail vehicle. <p><u>Rail Passenger Injuries:</u></p> <ol style="list-style-type: none"> 1. Passenger transported due to injury on any rail vehicle. 2. Passenger making a claim due to injury on rail vehicle or rail platform that can be substantiated (as determined by Capital Metro). <p><u>Rail Derailments:</u></p> <ol style="list-style-type: none"> 1. Any derailment on any track. <p><u>Rail Incidents:</u></p> <ol style="list-style-type: none"> 1. Damage to Capital MetroRail property that has an associated cost. 2. Incidents where claimant notifies Risk Management of a claim for property damage. 3. Trespasser transported due to injury on any rail vehicle or on any rail Capital Metro property.
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SEVERITY DEFINITIONS		
Description	Category	Definition
Catastrophic	I	Death or multiple severe injuries, system loss or severe environmental damage, extreme financial loss (\$100,000 or more).
Critical	II	Injury or occupational illness resulting in emergency transport, significant equipment or environmental damage (greater than \$25,000), major services disruptions.
Minor A	III	Injury or occupational illness, minor equipment or environmental damage (\$1,000 -\$25,000, minor service disruptions.
Minor B	IV	Injury or occupational illness, minor equipment or environmental damage (less than \$1,000), minor service disruptions.
Incident	V	Occurrences with no injury, damage or environmental impact or insignificant service disruptions.

RESPONSIBILITIES	
Risk Management Department	<ul style="list-style-type: none"> ○ Capture accident and occurrence data in a comprehensive database. ○ Prepare monthly and annual reports that document the frequency and trends of accidents for Capital Metro services. ○ Classify occurrences according to the definitions in the policy and make initial accident severity classification. ○ Conduct periodic analysis of vehicle collisions, passenger injuries, employee injuries and occurrences to identify trends.

Safety Program Manager	<ul style="list-style-type: none"> ○ Review monthly accident statistics and trends to identify and implement measures to improve safety and prevent reoccurrences.
Contractors who operate revenue service or other Capital Metro owned or branded vehicles	<ul style="list-style-type: none"> ○ Notify Capital Metro of all reportable occurrences in a timely and complete fashion as required by their respective contracts. ○ Endeavor to meet the accident reduction goals established in their contracts. ○ Rule on the preventability of vehicle accidents and passenger accidents as defined in this policy in accordance with National Safety Council standards.
Bus and Paratransit Services Department and Rail Operations Department	<ul style="list-style-type: none"> ○ Ensure that contracts for bus, paratransit and rail services include accident reduction goals with incentives or penalties linked to achievement of the goals. ○ Ensure that contracts for bus and paratransit services include a requirement to rule on the preventability of vehicle accidents and passenger accidents as defined in this policy in accordance with National Safety Council standards. ○ Review accident rulings on a monthly basis.
Risk Management Oversight Team	<ul style="list-style-type: none"> ○ Review accident trend reports on a quarterly basis to develop hazard reduction measures and lessons learned.

Links to Related Policies and Forms:

Safety and Security Policy Statement – SFT-101

ATTACHMENT

**OPERATOR AND SUPERVISOR
ACCIDENT INCIDENT REPORT
TEMPLATE 12.4.3**

Report Must Be Typed And Signed

		OPERATOR'S ACCIDENT/ INCIDENT REPORT			CMTA # (Risk Mgmt. Use Only)		
ACCIDENT INFORMATION							
Accident/Incident Date:		Accident Type (Darken one):			Vehicle <input type="radio"/>	Passenger <input type="radio"/>	Incident <input type="radio"/>
Time:	<input type="radio"/> am <input type="radio"/> pm	Bus #	Route & Block:		Direction Traveled:		
Name of Operator:		ID #		Radio Contacted:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
TX CDL #:		Expiration Date:		Operator Injured:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Supervisor at Scene:		T #		Operator Transported:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Accident Location:		Nearest Cross Street:					
Road Conditions:		Weather Conditions:	Was the bus in motion at the time of incident:			Yes <input type="checkbox"/> No <input type="checkbox"/>	
Approx. Speed Before Impact:	Approx. Speed at Impact:	CMTA Veh. Towed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Police @ Scene:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Police Report #:		Citation issued?	Officer's Badge #:				
Description of Damage to CMTA Vehicle:							
Passengers:		# Onboard	# Claiming Injury	# Transported to Hospital	# of Courtesy Cards Collected:		
VEHICLE # 2 INFORMATION:							
Driver's Name:	First Name		Last Name		Age & Gender:		
Driver's Address:	City		State		Zip Code		
Driver's Phone #:	Vehicle Year, Make, Model:						
Driver's License #:	State & Number		Vehicle License #:	State & Number		Veh. #2 Towed:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owner's Name & Address: (If Different from Driver)	City		State		Zip Code		
Insurance Co. & Policy #:	Insurance Co. Phone #:						
Description of Damage to Vehicle #2:							
VEHICLE # 3 INFORMATION:							
Driver's Name:	First Name		Last Name		Age & Gender:		
Driver's Address:	City		State		Zip Code		
Driver's Phone #:	Vehicle Year, Make, Model:						
Driver's License #:	State & Number		Vehicle License #:	State & Number		Veh. #2 Towed:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owner's Name & Address: (If Different from Driver)	City		State		Zip Code		
Insurance Co. & Policy #:	Insurance Co. Phone #:						
Description of Damage to Vehicle #2:							
WITNESSES AND INJURED PARTIES							
1	Name:	Injured <input type="radio"/> Witness <input type="checkbox"/>	EMS Notified? Yes <input type="checkbox"/> No <input type="checkbox"/>	Transported? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Address:	Phone Number: ()						
Injury Description:	Age & Gender	Hospital:					
2	Name:	Injured <input type="radio"/> Witness <input type="checkbox"/>	EMS Notified? Yes <input type="checkbox"/> No <input type="checkbox"/>	Transported? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Address:	Phone Number: ()						
Injury Description:	Age & Gender	Hospital:					
3	Name:	Injured <input type="radio"/> Witness <input type="checkbox"/>	EMS Notified? Yes <input type="checkbox"/> No <input type="checkbox"/>	Transported? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Address:	Phone Number: ()						
Injury Description:	Age & Gender	Hospital:					

Report Must Be Typed And Signed

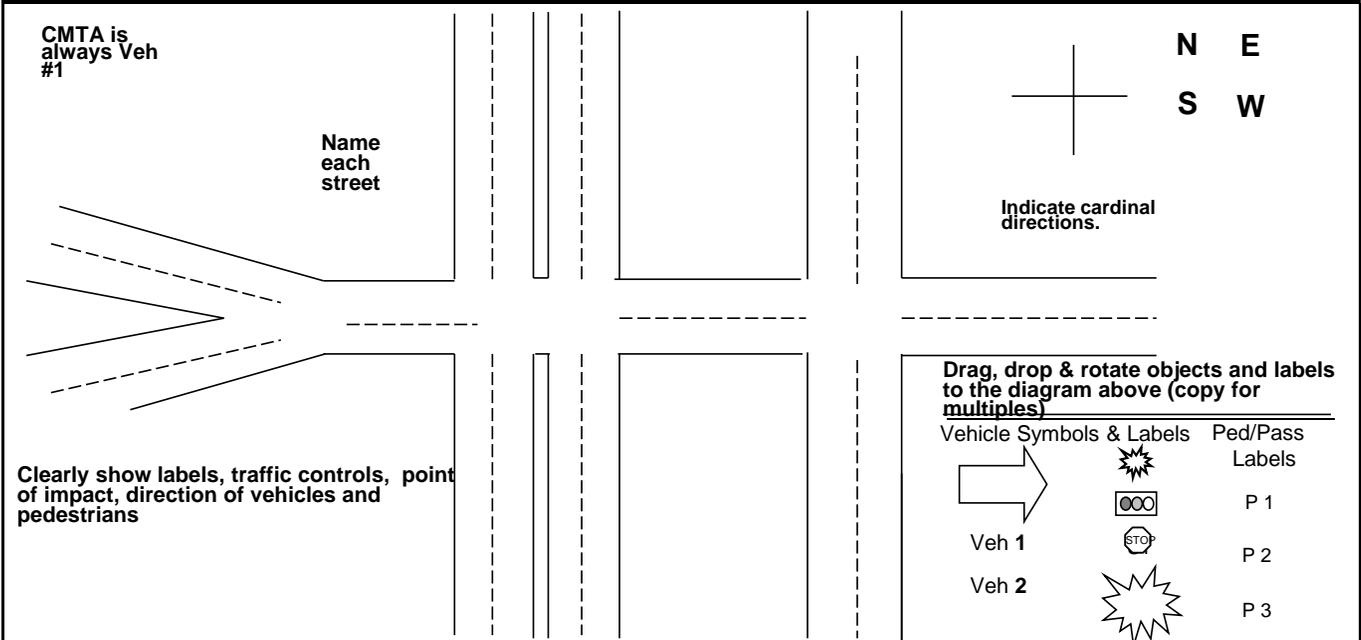
		SUPERVISOR'S ACCIDENT/ INCIDENT REPORT			CMTA # <i>(Risk Mgmt. Use Only)</i>			
ACCIDENT INFORMATION								
Date:			Compass direction:			CMRS #:		
Time:			Bus #			Block:		
Name of Supervisor:				T#:			Sub Type:	
Name of Operator:				ID #:			Response time:	
TX CDL #:			Exp. Date:			Is operator required to be tested?		
On Street:					At Street:			
Road Conditions:			Weather Conditions:			Was bus in motion at time of incident:		
Approx. speed prior to impact:				Approx. speed at impact:				Operator injured?
Were photos taken?			CMTA vehicle towed?					
Missed trips:			Service Lost:			Was service delayed?	Q-bus:	
Police on scene?			Case #:			Citation Issued:	Officers Badge #:	
Body Damage to CMTA Vehicle:								
# Pass. in Veh.#1:			In #2:			# Pass. Claiming Injury in Veh. #1:		
VEHICLE # 2 INFORMATION:								
Driver's Name:	<small>First Name</small> _____ <small>Last Name</small> _____				Age & Gender:			
Driver's Address:	<small>City</small> _____ <small>State</small> _____ <small>Zip Code</small> _____							
Driver's Phone #:					Vehicle Year, Make, Model:			
Driver's License #:	<small>State & Number</small> _____		Vehicle License #:	<small>State & Number</small> _____		Veh 2 Towed:		
Owner's Name & Address: (If Different from Driver)	<small>City</small> _____ <small>State</small> _____ <small>Zip Code</small> _____							
Insurance Co. & Policy #:					Insurance Co. Phone #:			
Description of Damage to Vehicle #2:								
VEHICLE # 3 INFORMATION:								
Driver's Name:	<small>First Name</small> _____ <small>Last Name</small> _____				Age & Gender:			
Driver's Address:	<small>City</small> _____ <small>State</small> _____ <small>Zip Code</small> _____							
Driver's Phone #:					Vehicle Year, Make, Model:			
Driver's License #:	<small>State & Number</small> _____		Vehicle License #:	<small>State & Number</small> _____		Vehicle Towed:		
Owner's Name & Address: (If Different from Driver)	<small>City</small> _____ <small>State</small> _____ <small>Zip Code</small> _____							
Insurance Co. & Policy #:					Insurance Co. Phone #:			
Description of Damage to Vehicle #2:								
WITNESSES AND INJURED PARTIES								
1	Name:						Injured <input type="checkbox"/> or Witness <input type="checkbox"/>	
Address:						Phone:		
EMS Notified?			Age and Gender:			Hospital:		
Transported?			Injury Type/Description:					
2	Name:						Injured <input type="checkbox"/> or Witness <input type="checkbox"/>	

Address:				Phone:	
EMS Notified?		Age and Gender:		Hospital:	
Transported?		Injury Type/Description:			
3	Name:				Injured <input type="checkbox"/> or Witness <input type="checkbox"/>
Address:				Phone:	
EMS Notified?		Age and Gender:		Hospital:	
Transported?		Injury Type/Description:			
4	Name:				Injured <input type="checkbox"/> or Witness <input type="checkbox"/>
Address:				Phone:	
EMS Notified?		Age and Gender:		Hospital:	
Transported?		Injury Type/Description:			

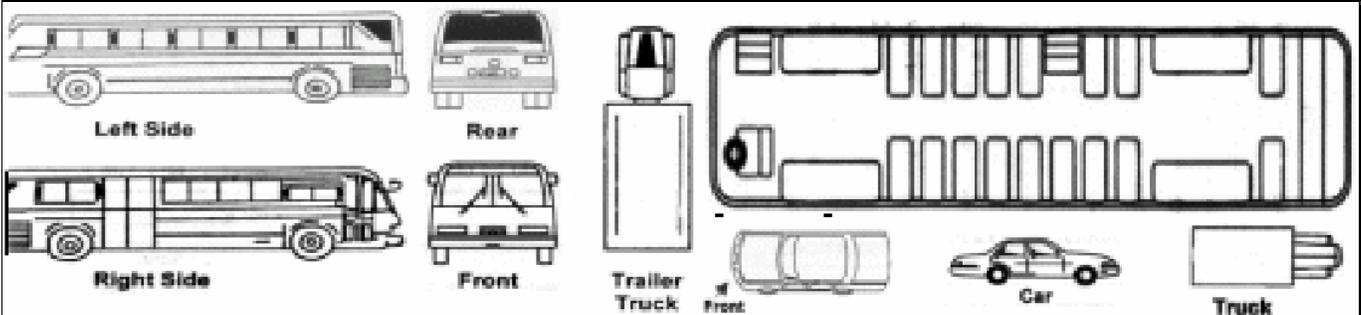
SUMMARY OF ACCIDENT:

Please provide detailed facts of accident/incident:

DIAGRAM OF ACCIDENT:



Indicate Vehicle Damage on appropriate vehicle. Indicate location of any injured passengers on diagram of bus.



To the best of my knowledge, I certify that all of the information above is complete and accurate.

Supervisor Signature

Date

ATTACHMENT

PREVENTABILITY CHECKLIST FOR UNREPORTED DAMAGE

12.4.4



METRO | OPERATIONS

Bus & Paratransit Services Quality Assurance Preventability Checklist for Unreported Damage

Please use the checklist below to document the steps taken to investigate unreported vehicle accident damage. This checklist will be reviewed by Capital Metro to assist in determining the preventability of said accidents.

Contractor _____ Assigned Investigator [Click here to enter text.](#) Vehicle # [Click here to enter text.](#)

Date damage reported [Click here to enter a date.](#) Date of checklist [Click here to enter a date.](#)

Item # 1

Video

Is there video available to review? YES NO NA

If "yes", what date ranges and times were reviewed?

From [Click here to enter a date.](#) Begin Time [Click here to enter text.](#)

To [Click here to enter a date.](#) End Time [Click here to enter text.](#)

What runs were reviewed (list all)? [Click here to enter text.](#)

What was the rationale used to determine the above date/time ranges?

[Click here to enter text.](#)

Item #2

Pre/Post trip documents

Were pre and/or post trip inspection reports reviewed? YES NO NA

If "yes", what date ranges were reviewed? From [Click here to enter a date.](#) To [Click here to enter a date.](#)

What runs/blocks were reviewed (list all)? [Click here to enter text.](#)

What date (if applicable) was the damage first noted on a pre-trip? [Click here to enter a date.](#)

Item #3

Accident Reports			
Operator who discovered the damage?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	NA <input type="checkbox"/>
Last Operator determined to have driven the vehicle?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	NA <input type="checkbox"/>
Supervisor?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	NA <input type="checkbox"/>
Supervisor summary report?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	NA <input type="checkbox"/>

Item #4

Vehicle Maintenance			
Were VM repair orders or other reports reviewed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	NA <input type="checkbox"/>
If "yes", what is the WO#? Click here to enter text.			
Dollar amount of repairs? Click here to enter text.			

Please provide a summary of your investigation below. Feel free to elaborate on any of the above item findings, and provide your hypothesis and conclusion for CMTA to consider in rendering a final determination of preventability. Finally, please attach any documentation to support your conclusion, or list where the documents and images are located (drive, folder, etc).

[Click here to enter text.](#)

ATTACHMENT

**ACCIDENT/INCIDENT
MONTHLY LOG 12.4.5**

All accidents/incidents for the month.											
Event Date	Employee Full Name	Vehicle No	Route No	Ruling	Desc	CMTA Damage Amount	Claim	Claim Open OR Date Closed	Severity	Hours between last shift & today's	Hours worked 7 full calendar
6/1/2016	Doe, John	2356	17	Non-Preventable	Veh2 sideswiped Veh1 while changing lanes, left scene.	\$ 788.34	Y		IV - Minor B		
6/1/2016	Doe, John	2059	3	Non-Preventable	In dual right turn, Veh2 made contact with Veh1.	\$ 1,005.92	Y		III - Minor A		
6/1/2016	Doe, John	8851	275	Non-Preventable	Veh2 rear ended Veh1 while at bus stop, left scene.	\$ 3,446.48	Y		III - Minor A		
6/1/2016	Doe, John	1218	400605	Non-Preventable	Waiting at light, Veh1 was hit by Veh2 from rear.	\$ -	N		V - Incident		
6/2/2016	Doe, John	2375	333	Non-Classifiable	Pass claims operator failed to lower the ramp for her, ankle gave out.	\$ -	N		III - Minor		
6/2/2016	Doe, John	8938	7	Preventable	Veh1 serviced bus stop at stop sign, pulled away from bus stop, made contact with Veh2 in intersection.	\$ 366.47	Y		IV - Minor B		
6/2/2016	Doe, John	5055	801	Non-Preventable	Veh2 ran light, made contact with Veh1.	\$ 4,105.39	Y		III - Minor A		
6/3/2016	Doe, John	2279	37		Pass claims he fell while leaving the bus.	\$ -	N		III - Minor		
6/3/2016	Doe, John	1228	400406	Non-Preventable	Veh2 backed into parked Veh1.	\$ 625.33	Y		IV - Minor B		
6/3/2016	Doe, John	2010	201		Veh2's camper made contact with Veh1's mirror while merging.	\$ -	N		V - Incident		
6/3/2016	Doe, John	2501	383	Non-Preventable	Veh1 stopped when Veh2 sideswiped Veh1.	\$ -	N		V - Incident		
6/4/2016	Doe, John	5051	803	Preventable	Veh1 made contact with concrete barrier.	\$ 674.63	Y		IV - Minor B		
6/4/2016	Doe, John	5057		Preventable	Veh1 made contact with pole while attempting to turn.	\$ 1,247.95	Y		III - Minor A		
6/4/2016	Doe, John	5066	801	Non-Preventable	Veh2 ran light, made contact with Veh1.	\$ 5,175.15	Y		III - Minor A		
6/4/2016	Doe, John	2412	30	Non-Preventable	Pulling from light, Veh1 felt a hit from back.	\$ -	N		V - Incident		
6/4/2016	Doe, John	8840	3		Veh2 rear ends Veh1 while servicing bus stop. Veh2 left scene.	\$ -	N		V - Incident		
6/5/2016	Doe, John	8913	1	Non-Preventable	Veh2 made right turn from left lane, made contact with Veh1.	\$ 810.60	Y		II - Critical		
6/5/2016	Doe, John	2063	4	Preventable	Veh1 got too close to the curb, made contact.	\$ 92.74	Y		IV - Minor B		
6/5/2016	Doe, John	740	501073	Preventable	Veh1 went over speed bump, scraped doorwell.	\$ 240.00	Y		IV - Minor B		
6/5/2016	Doe, John	7404	233	Preventable	Veh1 went around active railroad gate with arms down, made contact.	\$ 5,672.61	Y		III - Minor A		
6/9/2016	Doe, John	6010	325	Preventable	Veh1 rear ended Veh2.	\$ -	N		II - Critical		
6/9/2016	Doe, John	2052	7	Preventable	Doors closed on pass attempting to board unit.	\$ -	N		III - Minor		
6/9/2016	Doe, John	2358	17	Non-Preventable	Veh2's mirror sideswipes Veh1's mirror.	\$ -	N		III - Minor		
6/9/2016	Doe, John	5009	801	Preventable	Veh1 got too close to cyclist in bike lane. Made contact, cyclist fell.	\$ -	N		III - Minor		
6/9/2016	Doe, John	2007			After unit was wrecker towed Veh1 back to 2910 due to an air system fault, discovered damage to Veh1.	\$ 1,684.68	Y		III - Minor A		
6/14/2016	Doe, John	8846	1	Non-Preventable	Child fell out of seat while Veh1 was making right turn.	\$ -	N		III - Minor		

ATTACHMENT

CAPITAL METRO'S EMPLOYEE REPORTING SYSTEM AND CLOSE CALL REPORTING SYSTEM 12.5.4

Employee Reporting System

The Importance of Agency Participation

What is ERS?

- A subcomponent of Safety Management Systems
- A mechanism of delivering to the attention of management Safety-related concerns
- A real-time solution to identify, and track the hazardous conditions at the workplace
 - Hazard definition: “Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment rolling stock, or infrastructure of public transportation system; damage to the environment; or reduction of ability to perform a prescribed function”

Importance of Reporting Hazards

- SMS does not work without accurate data
- Nobody knows actual system performance better than the employees delivering the service
- Most powerful tool for Safety Risk Management (SRM) and Safety Assurance (SA) activities:
 - Captures data of previously unanticipated Safety deficiencies
 - Safety data used to confirm the effectiveness of existing Safety Risk mitigations

What's so special about employee safety reporting?

- **Unique** – Information you can't get any other way
- **Authentic** – Individuals who know best are directly providing the information
- **Timely** – Direct reporting overcomes time lag of mandatory reporting processes
- **Diverse** – Information from different individuals with different experiences and perspectives
- **Comprehensive** – Multiple reports over time reveal patterns, trends, and the scope of an issue

Why don't employees report?

- It's not that important
- Affects team's safety record
- Nothing would be done to fix the problem
- Uncertainty about what could happen; could be blamed or treated unfairly

Where is ERS?

- Via the Intranet: <https://app.capmetro.org/safety>
- A response will be provided within 30 business days
- Via the phone:
 - Safety Reporting Hotline at (512) 852-SAFE
 - provides a way for you to leave a message anonymously, with or without contact information

Benefits of ERS

- This is a Vehicle For Change: The best way to secure operational personnel commitment to safety reporting is to resolve the reported Safety issues. This is what operational personnel see and appreciate: an improved workplace when they show up for work. It is a demonstration in practice that the Safety reporting program is used to improve the safety of the operation

Five prerequisites of Effective Safety reporting

- Willingness: Result of senior management commitment
- Knowledge / Information: Result of formal training
- Flexibility: Result of facilitating the reporting process
- Learning: Result of agency / company willing to act on information
- Accountability: Result of checks and balances in place

Effective Safety Reporting Attributes

- Training of the messengers
- Ease of reporting
- Feedback
- Protection of information
- Vehicle for change

Four steps in Safety Reporting Management

- Reporting
 - Events / circumstances and conditions
- Storage
 - Standardization and ease of access
- Analysis
 - Converting data into information and intelligence
- Information exchange
 - Cannot develop mitigation strategies for which you don't know

ATTACHMENT

CAPITAL METRO
ELECTRONIC DEVICE
PROCEDURE 12.5.6



METRO | OPERATIONS

Bus and Paratransit Services

Use of Electronic Devices

Purpose:

To establish guidelines for all Capital Metro and Service Provider employees regarding the use of personal electronic devices and Company furnished technology for safe vehicle operation.

Policy (based on CMTA Policy SFT 100):

Employees and contract service providers are not permitted to use personal radios, cellular phones, personal GPS or any other audio or visual devices of any sort while operating Capital Metro owned, leased or contracted vehicles for any purpose. CMTA requires a zero-tolerance policy for violations of this procedure. "Smart" watches may only be used as a timepiece while in operation.

Definitions

"Use" is defined as receiving/placing calls, playing music, texting, emailing or any handling of an electronic audio or visual device. This includes during non-revenue service, deadheading and training, whether on a public road or bus yard. Wearing of earphones, wired or wireless (Bluetooth-type or similar) will be considered use of an audio/communication device, whether a call is being taken or not.

Procedures for Cell Phone/Electronic Device Use:

- A call or text may be made or answered at the end of the line/recovery location or while between paratransit trips.
- The vehicle must be stopped, in park, the parking brake engaged, and the employee must step away from the operator's area.
- Maintenance employees may not use such devices (with the exception of small personal radios) during working hours apart from breaks.

Two Way Radios, MDT's and GPS Devices:

Most vehicles in service to Capital Metro are equipped with two-way radios for direct communication between the Dispatch/OCC and the employee. When communicating using the two-way radio, the employee must be in a safe location (i.e. bus stop, layover, stop sign, traffic light or stopped at any other safe location). Operators should not talk on the radio while the vehicle is in motion except in emergency situations.

Vehicle-mounted GPS devices and MDT/MDD/tablets will not be programmed or handled while the vehicle is in motion. Operators should avoid glancing at these screens as much as possible while the vehicle is in motion and focus their attention on the road.

ATTACHMENT

ORBCAD OPERATIONS MANUAL & PROCEDURES 8.1



ITS Systems OrbCad- Operations Manual

Version 44 06/25/2020

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METRO | OPERATIONS

OrbCAD Operation Procedures

PURPOSE

The purpose of this document is to outline the protocols for monitoring, collecting and updating OrbCAD Incident Forms required by The Capital Metropolitan Transportation Authority (hereafter referred to as Capital Metro or CMTA). To ensure consistency in response to all incidents, these definitions and protocols are developed for use by all Fixed Route (FRS) bus and Bus Rapid Transit (BRT) Service Providers. Failure to capture the necessary information may result in an “Unacceptable” performance rating by the CMTA OMO Bus Operations Quality Assurance group.

DEFINITION:

Radio Dispatcher refers to the contractor who communicates using the OrbCAD Opensky and LCRA radio system.

Run Dispatcher refers to the person who assigns and re-assigns the Schedule and Special service using Trapeze OPS.

OrbCAD Dispatching

Radio Dispatcher:

Radio/Run Dispatchers will monitor at a minimum, the Trapeze Ops Daily Activity screen to verify sign-on status and verify that the vehicle assignment is updated accurate in Trapeze Yard Management system. Additionally, Radio and/or Run Dispatchers will monitor Swiftly along with the OrbCAD Headway Monitor, Incident and Performance Queues and the Automatic Vehicle Location (AVL) module. The Dispatchers will use all the features to monitor the system to manage transit services actively and effectively. Capital Metro currently deploys rapid vehicle and fixed route services throughout its service area. These two service modes have different performance standards: rapid transit maintains headways frequency and fixed route adheres to published schedules.

[* Playbook Link to follow*](#)

1. Playbook Intervention instructions to avoid Negative Customer Experience.
 - a. Intervention tactics should be documented using Subcode “INTV” to report, track and measure how well or not so well an intervention tactic is working. It is important to report the time an intervention was initiated, and progress made along the route in recovering delayed service or spacing in OrbCAD incident forms.
 - i. For example, a bus/block is placed on Drop -off Only at 1630 at 12th/Guadalupe SB. The headway was normal at 15:58 at SCTC. As much as possible include notes that you get from the operator, supervisor, or customer service.

Dispatchers will utilize this system to manage these and other CMTA service performance expectations. Radio Dispatchers will notify Transportation Supervisors of issues in the field using radio communications.

Run Dispatcher:

Will maintain all swipe cards for operators and mechanics and ensure they are entered in Trapeze using the Operator badge ID and/or Payroll ID for the Admin Staff and generic ID for Mech (1) thru Mech (20).

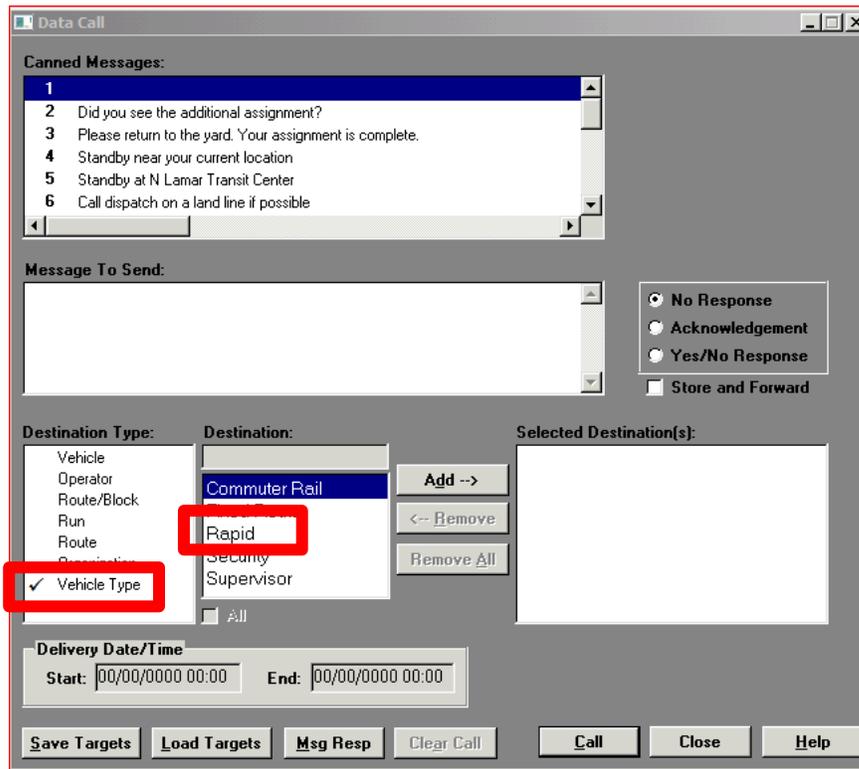
When new employees are hired, The Dispatcher will submit an Account Access form (see caption) to create an OrbCAD Dispatcher and/or Bus operator account, Citrix access, Trapeze Ops and K:\Drive access. The Operator will need to be entered in Trapeze by the Lead Dispatcher. (See Trapeze Ops manual)

The Run Dispatch team will communicate data messages to the operators regarding additional work assignments Link <https://capmetro.sharepoint.com/Sites/Central>

OrbCAD All Call

All Calls (Voice & Data) refers to OrbCad Open Sky radio voice call and data call. The one exception is selecting the destination type “Vehicle Type – Fixed Route and Rapid.” When selecting the vehicle type fixed route the entire FRS fleet and Rapid will receive the all call.

1. Note: please refrain from selecting the “All” button  located on the voice call and data call window. This is due to the “All” button is link to all vehicle’s it will cause “buffing” due to the number of vehicles that are in service.



Data Call

Canned Messages:

- 1
- 2 Did you see the additional assignment?
- 3 Please return to the yard. Your assignment is complete.
- 4 Standby near your current location
- 5 Standby at N Lamar Transit Center
- 6 Call dispatch on a land line if possible

Message To Send:

No Response
 Acknowledgement
 Yes/No Response
 Store and Forward

Destination Type: Vehicle, Operator, Route/Block, Run, Route, Security, Supervisor, Vehicle Type

Destination: Commuter Rail, Rapid, All

Selected Destination(s):

Delivery Date/Time
Start: 00/00/0000 00:00 End: 00/00/0000 00:00

Save Targets Load Targets Msg Resp Clear Call Call Close Help

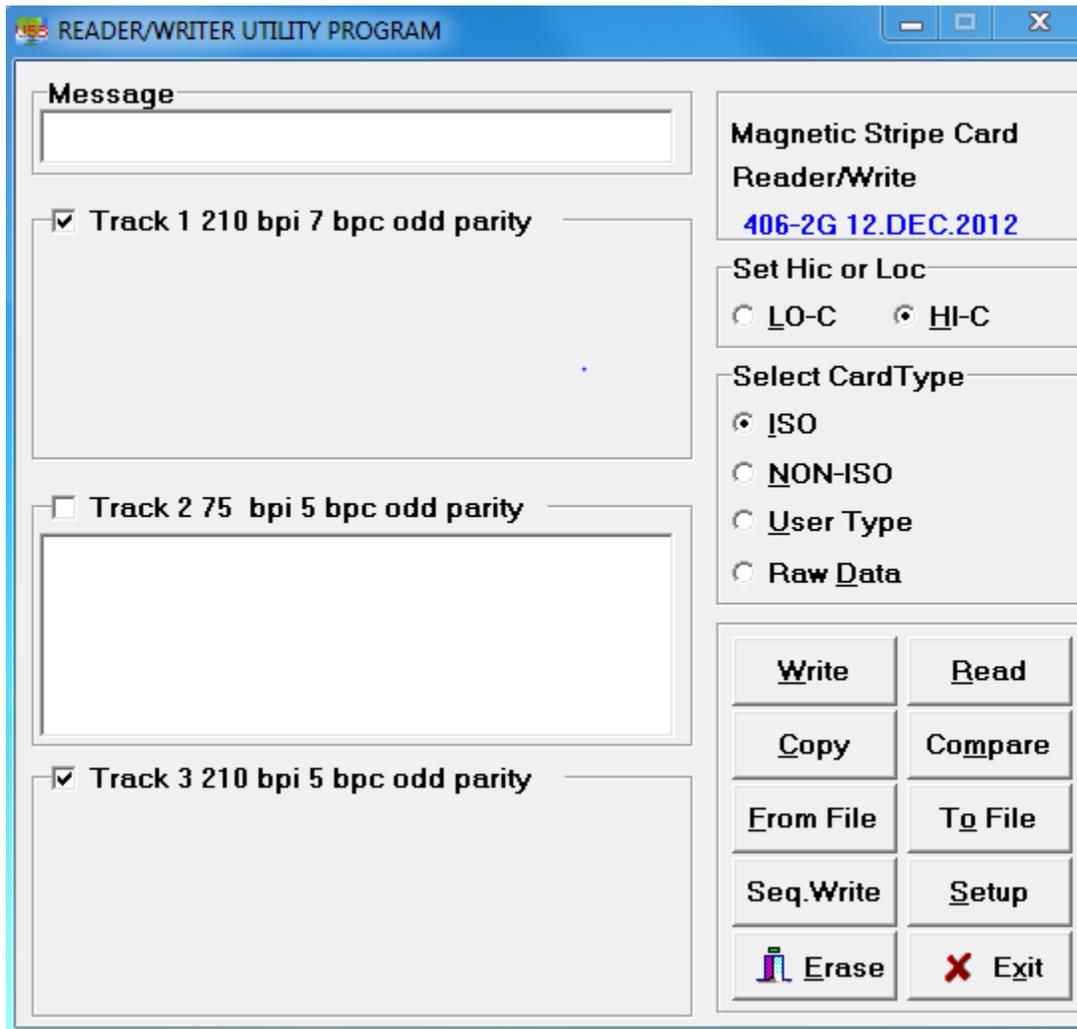
OrbCAD and Trapeze SIT Swipe Card Procedure

PURPOSE

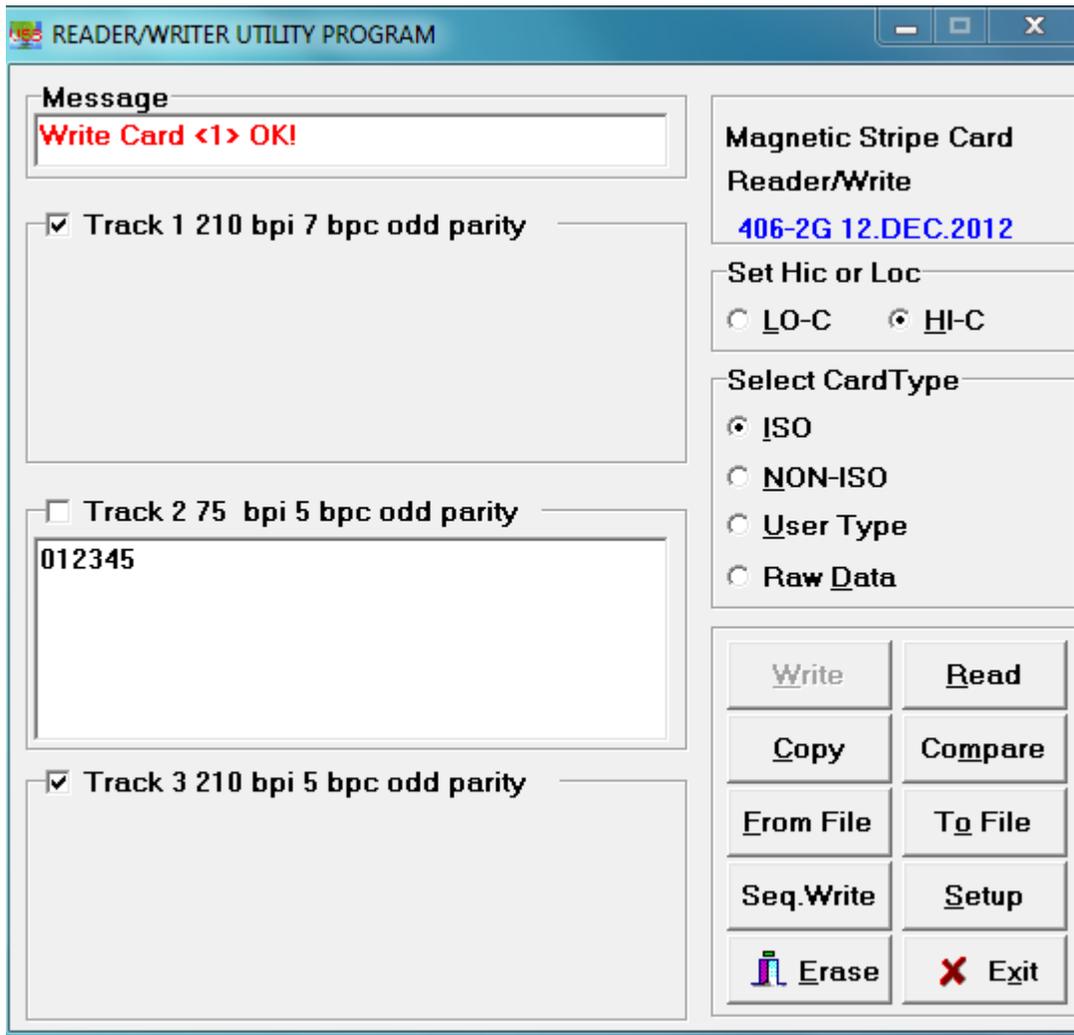
This procedure provides information on how to program, read, and erase a magnetic swipe card for OrbCAD and Trapeze SIT.

To Program A New Swipe Card:

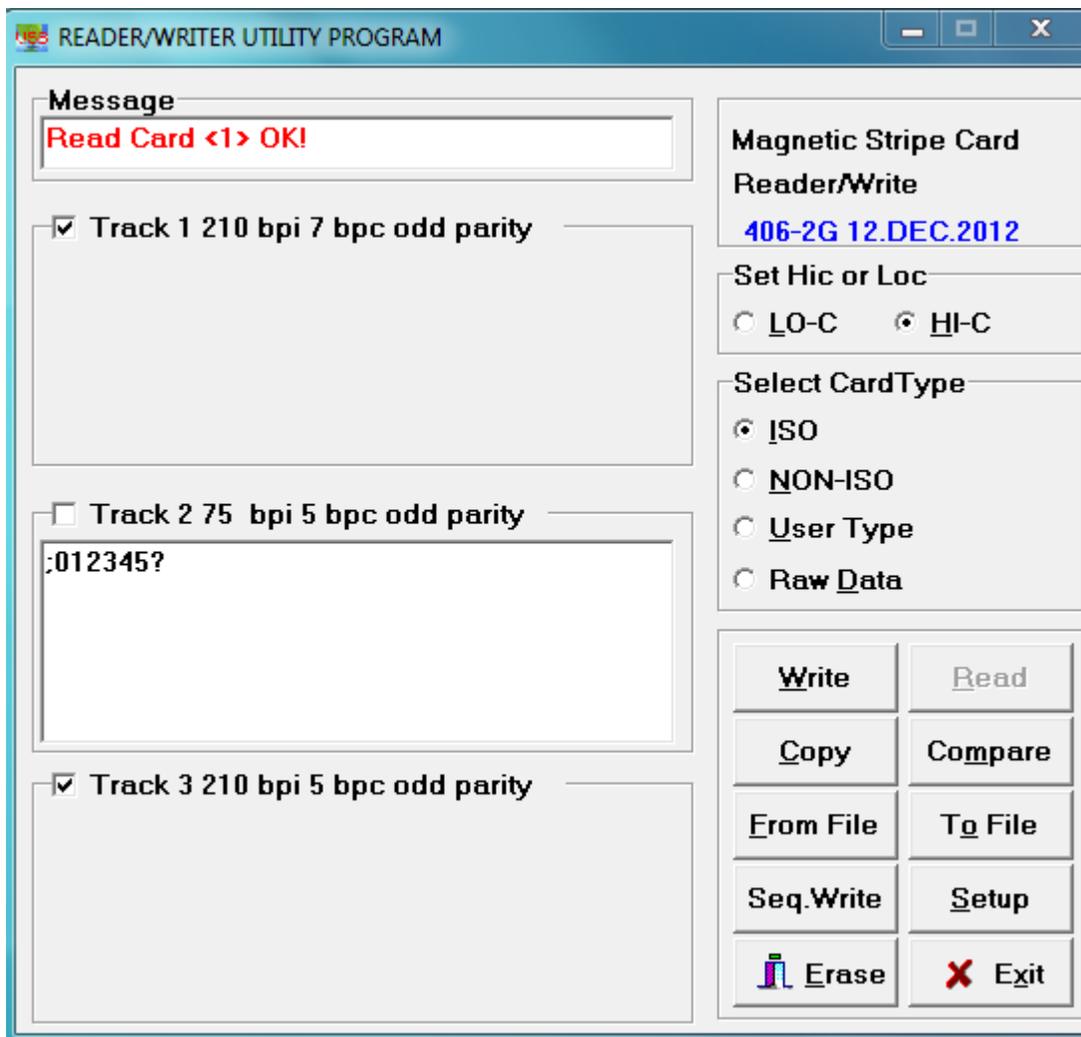
- a. Double click on the MSR406-2 icon on the desktop to launch the swipe card programmer application. You will be prompted for the password at this time. (*OMO Bus Operations - Password should be kept in a secure Share Point location.*)
- b. After entering the password, check and make sure the settings are set to HI-C, ISO, and check Track 1 and 3 as in the picture below:



1. Click below the area labeled Track 2 75 bpi 5 bpc odd parity. This is where you will enter the employee's OrbCAD/SIT code. Enter the number for programming (minimum 6 characters, add leading zeroes if necessary) into this section and click the Write button to the right of the field.
2. The WRITE CARD red screen will appear and you will need to slide a blank card through the writer device. You should end up with a screen that appears like this:



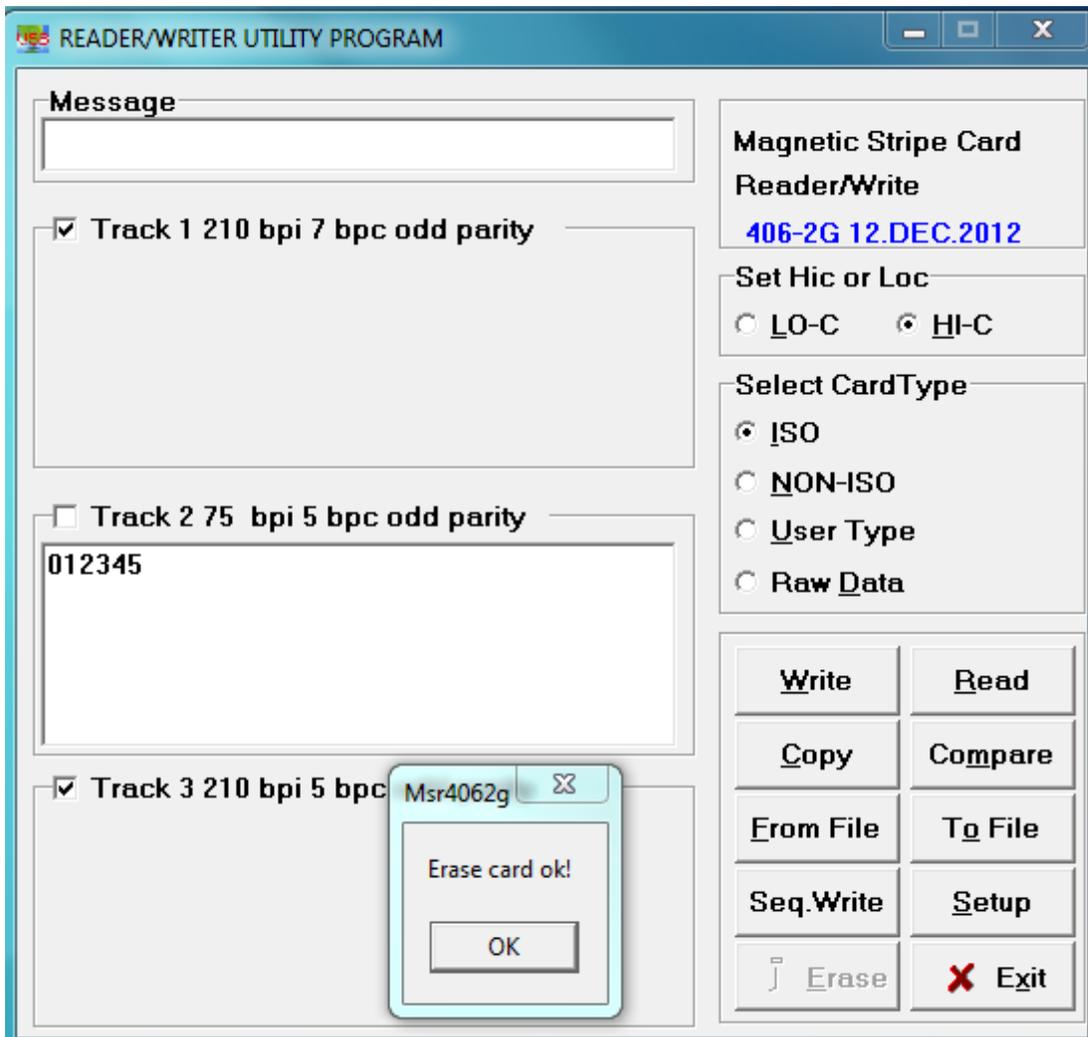
3. To verify that the card has been programmed, click on the Read button and then swipe the card through the device. You will notice that the number you entered now has a semicolon and a question mark at the end. That is the formatting needed, and it is correct.



4. The card programming is complete.

To Erase A Swipe Card:

5. Launch the application and click the Erase button.
6. Check all three tracks and click OK.
7. Swipe the card through the device.
8. You should see a message that says Erase Card Ok.



ACCESS REQUEST FORM

DEFINITION:

OrbCAD Access refers to the user account necessary to access the OrbCAD ITS system.

Trapeze Ops Access refers to the user account necessary to access the run assignment for both the operator and vehicle.

K Drive Access refers to the network account access limited to the service provider.

Procedure:

- 1.) Go to Capital Metro's Access Request Form: "Internal Site only"
<http://capitalmetro/accessrequest>
- 2.) Click on "Access Change" radio button

The screenshot shows a web browser window displaying the Capital Metro Access Request Form. The browser address bar shows the URL: http://capitalmetro/it_forms/accountrequestformDEV.asp. The page title is "Capital Metro Access Request Form" and the requester is identified as "CAPMETRO\jbarbee".

The "Request Type" section has five radio buttons: "New Employee", "Departmental Transfer", "Access Change" (circled in red), "Company Change", and "Access Termination". Below this, it says "Please select type of request."

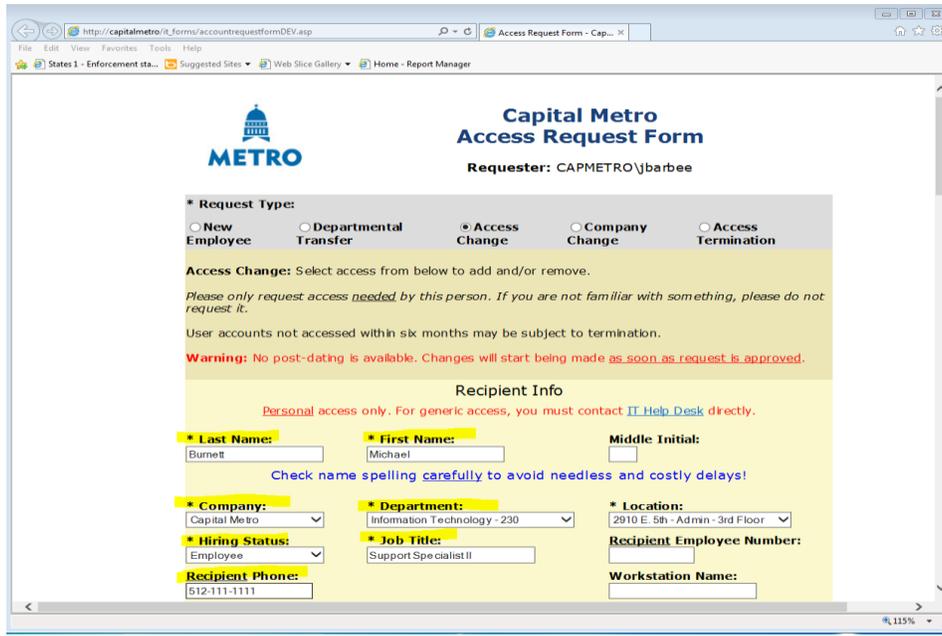
The "Recipient Info" section contains the following fields:

- * Last Name: [Text Input]
- * First Name: [Text Input]
- Middle Initial: [Text Input]
- * Company: [Dropdown Menu]
- * Department: [Dropdown Menu]
- * Location: [Dropdown Menu]
- * Hiring Status: [Dropdown Menu]
- * Job Title: [Text Input]
- Recipient Employee Number: [Text Input]
- Recipient Phone: [Text Input]
- Workstation Name: [Text Input]

A note states: "Personal access only. For generic access, you must contact IT Help Desk directly." Another note says: "Check name spelling carefully to avoid needless and costly delays!". A legend indicates that an asterisk (*) denotes a required field.

Fill out the following fields: "Last Name", "First Name", "Company", "Department", "Location", "Hiring Status", "Job Title", "Recipient Phone"

- a. Note the "Recipient Phone" has to be XXX-XXX-XXXX format. Please enter only a cell or home phone number in this space. This needs to be a valid phone number where the recipient can be reached when accessing Citrix outside of Capital Metro.



- 3.) Scroll Down and highlight valid organization in the Remote Access (Citrix) section.
- 4.) Scroll Down and highlight appropriate role i.e. **“Bus Lead Dispatcher”** in the OrbCAD Open Sky section.

OrbCAD OpenSky	Select an item to ADD	Select an item to REMOVE
----------------	-----------------------	--------------------------

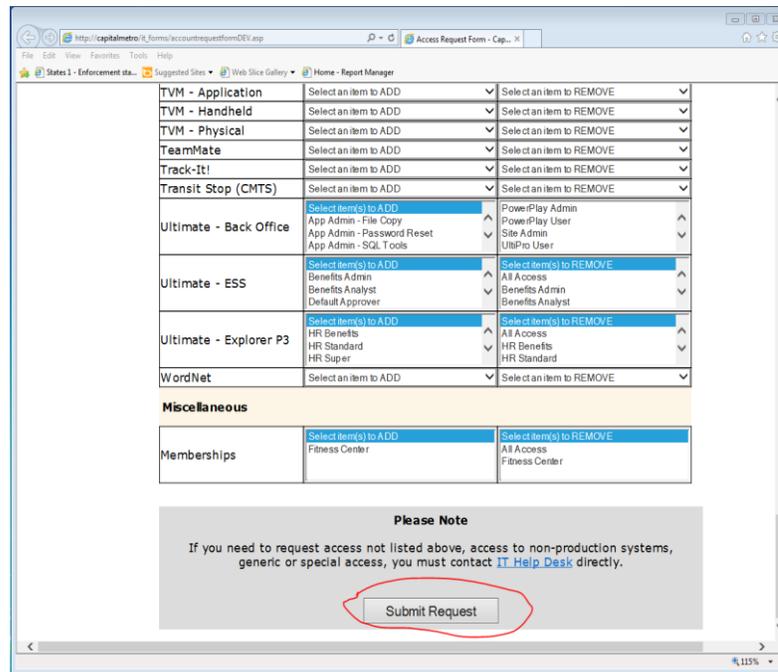
- 5.) Scroll Down and highlight appropriate workspace i.e **“FRS Dispatch”** in the Trapeze Ops section.

Trapeze	FRS Dispatcher FRS Superintendent FRS Superuser FRS Trans. Supervisor	Select item(s) to REMOVE All Access Administrators CMTA Accessibility Coordinator
---------	--	--

- 6.) Scroll Down and highlight organization i.e **“MV CBOMS”** in the Drive K Access section.

Drive K Access	MV (read only) McDonald McDonald (read only) Operations Training	Select item(s) to REMOVE All Access Budget Folder Digital Photos
----------------	---	---

- 7.) Scroll all the way to the bottom of the screen and hit **“Submit Request”**.



8.) Please verify that the information and click “OK”

9.) Finished – A confirmation page will appear



Request ID (dummy) ACCEPTED. (Please do not refresh or resubmit this page)

**Your entry has been recorded.
You will receive an acknowledgement shortly.**

To create a similar request for another person:

1. Click [here](#) to go back
2. **Change the name** and any other info you wish
3. **Submit** your updated request

[Start another request](#)

Dispatch Monitoring Screen

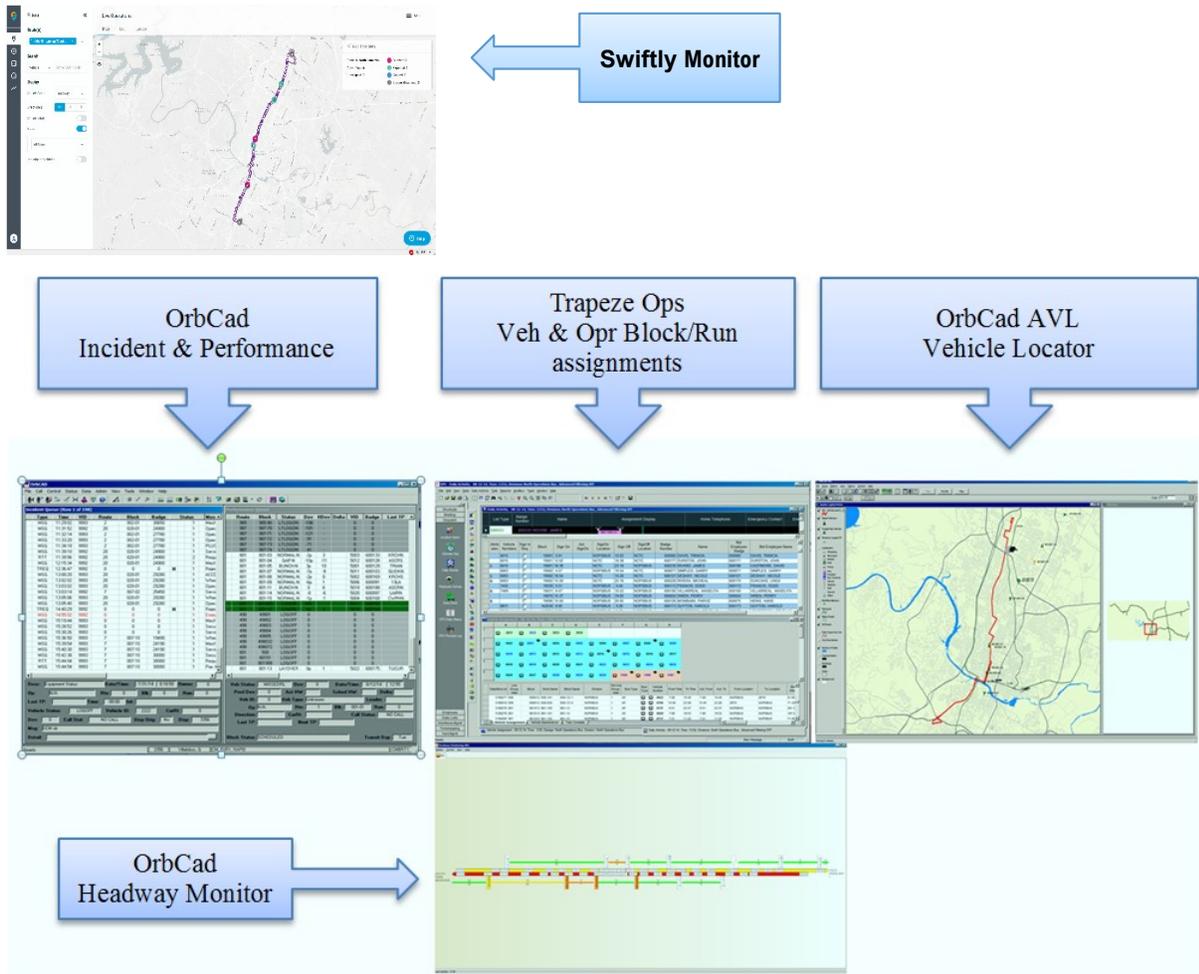
PURPOSE:

The Radio/Run Dispatcher should always be aware of all vehicles used while in service with the ITS OrbCAD system onboard.

The operator will use soft keys, i.e. RTT/PRTT or Canned messages to reach dispatch. Operator will no longer be able to pick up the radio handset until the dispatcher initiates the voice call through OrbCAD and LCRA systems to the OrbStar MDT.

For this reason, it is imperative that the Dispatcher respond timely to the operator Incident types. The service provider is responsible to ensure that the ITS system is being monitored by Dispatch when a vehicle is in service.

The following screens are necessary to monitor the ITS OrbCAD-AVL service. See Dispatch Manual for more instructions.



OrbCAD Creation of Incident Logs:

Dispatchers will create OrbCAD Incident Forms to log issues to the database. Each form has various tabs to enter information depending on the Problem Code the Dispatcher selects.

Problem Code →

Tabs for this Problem Code →

The screenshot shows the "Incident Entry Form: No Incident Attached" window. It contains the following fields and controls:

- Incident Form #: AC1411050156
- Date/Time: 11/05/2014 09:49:37
- Problem Code: AC
- SubCode: [dropdown]
- Severity: Non-Critical
- Garage: Unknown
- Location: [dropdown]
- Direction: [dropdown]
- Last TP: [dropdown]
- Open Disp: 3
- Close Disp: 0
- Supervisor: [dropdown]
- Op Badge: 0
- Op Name: [dropdown]
- Trip: [dropdown]
- Rte: 0
- Blk: [dropdown]
- Run: [dropdown]
- Dev: 0
- Current Route: 0
- Vehicle: 0
- Src: [dropdown]
- Incd: [dropdown]
- Msg: [text area]
- Accident/Incident
- Operator Report
- Acc Notify
- Problem/Action
- Service Interruption
- Deadhd/ShorTur
- Service Recover
- Routing Code: [text field]

Incident Form Protocol:

Create form from Incident Queue. The dispatcher is required to create Incident Forms by selecting the subject “Incident” that populate the ITS/OrbCAD “Incident Queue”

Incident Queue (Row 1 of 17)							Performance Queue						
Type	Time	VID	Route	Block	Badge	Status	Dev	HDev	Delta	VID	Badge	Last TP	
PRTT	18:39:10	8726	142	142-72	600135	H	?	?	?	2229	30550	11SJ	
PRTT	20:04:48	8721	656	656-03	600001	H	?	?	?	2230	30380	HESP	
MSG	19:42:52	2374	6	006-01	26740	H	?	?	?	2232	30510	DU45	
MSG	20:15:44	2216	3	003-05	27850		?	?	?	2233	31840	ABRU	
MSG	19:09:36	8811	672	672-02	600322		?	?	?	2251	20320	ACRI	
RTT	20:14:08	2016	0	0	0	H	?	?	?	2254	29610	ACCP	
RTT	20:16:48	2403	0	0	0		?	?	?	2256	17980	5LAV	
RTT	20:17:24	7454	496	496-70	27350		?	?	?	2302	26920	LOCH	
MSG	17:52:28	8815	671	671-04	600095		?	?	?	2303	22390	RIBU	

Use Autofill. All information associated with these incidents can automatically populate the new Incident Log ensuring greater accuracy and limiting the necessity for entering mundane information. This will save time and allow dispatcher to more quickly begin addressing the situation.

Avoid Manual Fill. Logs created independent of origination from within the “Incident Queue” should only be manually initiated by the dispatcher if there is no corresponding “Incident” within the “Incident Queue” (which has been sent by the operator from the vehicle’s onboard OrbStar).

Required data. If manual fill, the dispatcher is required to accurately capture identifying information associated with the Incident to include:

1. Time of the incident.
2. Location of the incident.
3. Service route and block number.
4. The operator name and ID.
5. Others involved.
6. Description of the Incident.

If applicable:

7. Responding supervisor/security officer/ etc.
8. APD or Fire Incident number.
9. Surveillance equipment on the unit or not.
10. Final disposition of operator, other persons involved.
11. Final disposition of bus and other CMTA property (e.g. vehicle towed, bus stop sign damaged, bench damaged, etc.).
12. Post-accident checklist results to test or not (Use on every accident).

OrbCAD General Incident Handling Guidelines:

PURPOSE:

To provide handling instructions to the Dispatchers while using the ITS OrbCAD System.

- Incidents are the information that the OrbCAD system receives from several sources:
 1. Vehicle Operator via OrbStarMDT
 2. Dispatcher via OrbCAD Data or Radio Call
- These Incidents are displayed in the “Incident Queue “and remain there until logged by the dispatcher. Dispatchers are required to review and respond to all Incidents in the Incident Queue. Only exceptions are Lap Belt Refused and Comfort Stop request.
- The Incident Queue displays incidents ordered by priority type and time received by default. The priority, color, and audible characteristics of an incident placed on the Incident Queue are defined by the system administrator.
- Incident priority is as follows: 1) Silent Alarm [EA]; 2) Priority Request to Talk [PRTT]; 3) Invalid Movement [IMV]; 4) Invalid Logon [ILO]; 5) Fare Collection Unit Status [VAN suppressed]; 6) Request to Talk [RTT]; and 7) MECH [Mechanicals]. The EQST [Equipment Status] are suppressed from the IQ but are available in the database tables.

Incidents in the Active Database

In the active database the system can be edited to change incident forms up-to 14 days. However, all incident forms must be handled and closed by within seven days. The accuracy of incident forms documentation requires at least a daily or weekly verification process as a safeguard.

Radio Dispatchers must select incoming calls from the Incident Queue. The call cannot be logged, if an Incident has been configured to require an Incident Form creation. If this is the case, the dispatcher must create the log of the selected call and log form will Auto populate with Incident details.

- In addition, the following direction should be kept in mind for determining whether a log is required for those incidents that have “not been configured” to require an Incident Form:
- Any Incident which requires the deployment of resources by the dispatcher, such as street supervision, security, emergency services and is an unusual occurrence that by its very nature is likely to generate continuing interest either internal to or external to the agency. (Example: Interest by the news media; or possible litigation.) Failure to properly and accurately document an incident, including but not limited to accurately reflecting all change out buses, lost time, or service delays should be address as outline in the contract.

- I. **Note: Dispatchers must make decisions about responding to Incidents in the queue consistent with established priority definition.**
- II. What is the order of hierarchy?
- III. When vehicles are out on the road or preparing to dispatch
 1. EA
 2. PRTT
 3. IMV
 4. ILO
 5. MSG
 6. RTT
 7. 3BB
- IV. What is the order during an emergency?
 1. EA
 2. PRTT
 3. MSG
 4. RTT
- V. **Request to Talk (RTT): Operator will use to contact Dispatch only when a Canned Message is not available (page 38.)**

Canned Message Priority order: [Incident Form Protocol Pg. 15](#)

Priority Order	Incident Type	Message Text
1	EA	Emergency Alarm – manual generated.
2	PRTT	Priority Request To Talk – manual generated.
3	IMV	Invalid Movement – auto generated.
4	ILO	Invalid Logon – auto generated.
5	MSG	Message (Red Button, Operator, Accident, Passenger, Wheelchair, Service, Security, Mechanical) - manual generated.
6	RTT	Request To Talk-manual generated.
7	EQST	Equipment Status (EA Switch non-operational) - auto generated.
8	VAN	Vehicle Area Network (Farebox) – auto generated.
9	MECH	Mechanical –auto generated.
10	3BB	Three bus bunching

An incident “status” field is included to alert the dispatcher concerning his action/ or inaction with respect to the specific incident. The incident will be designated as “H” (Handled); “P” (Parked); “U” (Unparked); or the field will be “Blank” indicating that the dispatcher has taken no action in response to it.

- Once the dispatcher decides which Incident has current priority, the dispatcher should select the corresponding line in the Incident queue. The dispatcher will then send a data message, place a voice call, or take some other action in response to the Incident as appropriate.
 - **To select an incident on the Incident Queue window**
 1. Click the incident entry in the Incident Queue window.

2. The row will be highlighted. The selected Incident indication (“eye” icon) appears in the first column of the Incident Queue.
- Once the “call” ends through dispatcher action or by the call ending normally, the dispatcher can then proceed to log the Incident by selecting the “Log” button. (The status field will indicate “H” to remind the dispatcher that he/she has handled the Incident. The Log and Clear buttons are accessible on the toolbar of the Incident Queue window and can be activated by either “point or click” or shortcut key). **Note:** The “logging” of an Incident is denied (the button is grayed out) if the selected incident is configured to require an Incident Form to be filled out and no Incident Form has been completed. The action is also denied if the Dispatcher does not own the incident. Additionally, incidents with pending incident forms cannot be logged. The forms must be closed or cancelled. Since this action removes the incident from any and every display, the user should only use this when they have completed all work associated with the incident.

To log an incident

1. Select an incident from the Incident Queue.
2. Click on the Log button on the toolbar. This will REMOVE the incident from the Incident Queue window only. The information for the incident remains in the database. Logged incidents can be viewed from the Logged Incident window. (See View Logged Incidents in this manual for more information).

Multiple incidents Log- Instead of logging each incident after it is handled and to save some time, especially when there are many incidents in the Incident Queue, multiple incidents can be logged at once. When the user selects Log Multiple from the Control menu, the Log Multiple Incidents window appears. Begin by filtering incidents.

1. Select Log Multiple from the Control menu.
2. Enter the Search Criteria in some or all of the Search Using fields to query the database for particular incidents.
3. Click Search to list the incidents that meet the search criteria.
4. Select the Clear button to clear search criteria and begin a new search.
5. Select Close when finished.
6. In the list of incidents, hold the Shift key.
7. Click the mouse over the incidents to select continuous blocks of incidents.
8. Click the Log button to log the selected incidents. The Incident Queue is displayed.
9. To select and Log Non-Continuous Incidents: Hold the Ctrl key and select individual incident items.
10. Click the Log button to log the selected incidents. The Incident Queue is displayed.

The chart entitled "Problem Code- Tabs" on pg. 48 lists thirteen (13) Incident Types that require the creation and completion of an "Incident form" before the incident can be logged and removed from the incident queue. Each Incident type has specific "tabs" that must be completed before the form can be closed. These "tabs" are and the Incident types with which they are associated are outlined in the chart: "*Incident Tabs*". These overlaps with "canned messages" received from the operator for which creation and completion of "Incident Forms" are also required.

Vehicle Accident, Passenger Accident, and Incident

When an accident or incident is reported to dispatch (whether there is damage or no damage reported), the dispatcher taking the call will assume control of the accident until supervisory or security personnel arrives on the scene. The dispatcher must provide appropriate support and information to the operator until a supervisor arrives on scene.

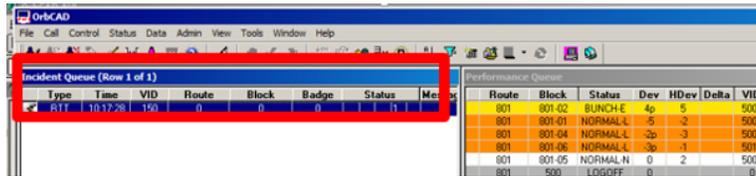
General Radio Dispatchers Roles: Select the "Incident" from the Incident Queue and open a New Incident Log. Select the "Auto Fill" option and Click "OK". (Operator ID, Block/run/route info, location, direction of travel, vehicle number will automatically populate Incident Log).

- ✓ Immediately make a voice call to the operator.
- ✓ Confirm that the operator has stopped the vehicle at a safe location.
- ✓ Instruct the operator to check for fire, property damage, vehicle malfunction, and/or if there are any injuries, and ensure the operator and passengers are protected from any existing or potential hazards created by the accident.
- ✓ Instruct the operator to place all three emergency triangles out when applicable.
- ✓ If a vehicle involved in an accident/incident is camera-equipped instruct operator to activate recording equipment when applicable.
- ✓ Instruct the operator to safely evacuate the vehicle if necessary.
- ✓ Dispatch emergency services (police, fire, EMS, etc.) if necessary.
- ✓ Dispatch supervisory and security personnel if necessary.
- ✓ (If it is necessary to create an Incident Log without selecting an Incident sent to the "Incident Queue", the dispatcher must manually document, using problem code AC-Accident; IO-Incident Other; or PX-Passenger. In all cases the dispatcher obtains a brief description of events leading up to the accident/incident and accurately record this information in the Problem/Action tab.
- ✓ Document using the Service Interruption and Service Recovery tab of any Lost Time, Qbus and/or Vehicle Change out.
 - **Note the Layover and deadhead times are not eliminated from the lost time calculation.**
- ✓ Document the location, direction, and time the vehicle was placed back in service from supervisory personnel.

OrbCAD Lost Service Process

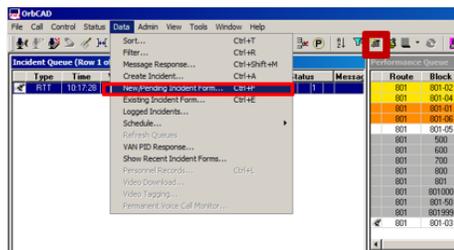
1. Incident Forms

- a) Dispatcher receives an Incident such as RTT or Reported Accident from vehicle.
- b) Click on the RTT sent in from the `vehicle in the Incident Queue to highlight it.



2. New Incident

- a) Click on the new incident form button 
- b) or click on Data→New/Pending Incident Form... to create a new incident form.



3. Problem Code with Autofill

- a) Select the applicable Problem Code
- b) Select Autofill option and click OK.



4. Severity – Critical or Non-Critical

- a) Fill out all editable fields in the upper part of the incident form if not auto-filled.

- b) For Severity, select either Critical (Requires Emergency Notification) or Non-Critical.

5. Problem/Action Tab

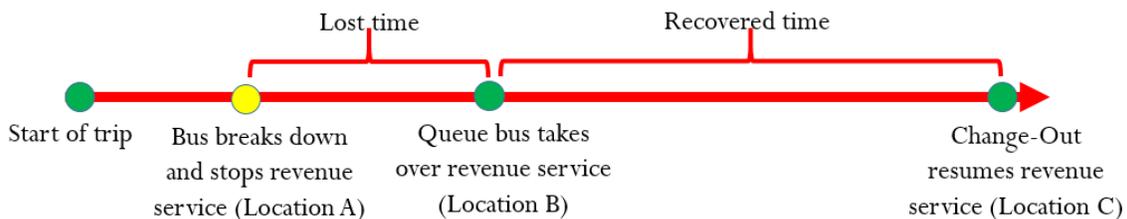
- a) Fill out the lower-half of the Problem/Action tab with a description of the incident.

6. Service Recovery Tab

- a) Click on the Service Recovery tab
- b) Uncheck the No Service Recovery check box
- c) The following fields will appear in the tab and will need to be filled out
- d) Verify the Time Lost field is filled in and calculating correctly

Field Name	Field Purpose	Editable
Q-Vehicle ID	Q-Bus used for change-out	Yes
Q-Op Badge	Badge number of the Q-Bus Operator	Yes
Q-Vehicle Garage	Garage Q-Bus belongs to	No
Location A Time	The time for Location A (when the vehicle went out of service)	Yes
Location B TP Location	Time point name of Location B (when Q-Bus went in service)	Yes
Location B Time	The time for Location B (when Q-bus goes into service)	Yes
Direction	Direction name	Yes
Lost Time	Shows service time lost by calculating the difference between the times for Location A & B	No
Location C TP Location	Time point name of Location C entered in the Service Interruption tab	No
Location C Time	Time value of Location C entered in the Service Interruption tab	No
Details	Notes about the service recovery.	Yes

7. Tracking Lost Time



8. Calculating Lost Time

Incident Entry Form: 53205583
 Incident Form #: AC1410090043 Date/Time: 10/09/2014 08:03:54
 Problem Code: AC SubCode: Severity: Non-Critical
 Garage: East 5th Street Location:
 Direction: NORTHBOU Last TP: SOUTH PARK MEADOWS
 Open Disp: 3 Close Disp: 0 Supervisor:
 Op Badge: 13780 Op Name: SMITH, S Trip: 356631000
 Rte: 10 Blk: 010-05 Run: 10-005 Dev: 0
 Current Route: 10 Vehicle: 8942 Src: RTT
 Incd: RTT Msg: Request To Talk
 Accident/Incident Operator Report Acc Notify
 Problem/Action: Service Interruption Deadhd/ShorTur Service Recover
 No Service Recovery
 Q-Vehicle
 Vehicle ID: 9993
 Op Badge: 507
 Garage: East 5th Street Location A Time: 08:00:00
 Location B
 TP Location: SOUTH 1ST/OLTORF Time: 08:31:00
 Direction: NORTHBOU Time Lost (min): 31
 Location C
 TP Location: Time:
 Details
 Close Pending Cancel

a. Enter the Trip, Time Point, and Time for Location A (When the Service Interruption Started)

b. Enter the Direction, Time Point and Time for Location B (When the Q-Bus or Change-Out vehicle went into service)

c. Time Lost in minutes is calculated by the difference between the times for Location A & B.

9. Entering No Lost Service Time

a) Scenario: Vehicle is changed out during a layover or when deadheading.

Incident Entry Form: 53205583
 Incident Form #: AC1410090043 Date/Time: 10/09/2014 08:03:54
 Problem Code: AC SubCode: Severity: Non-Critical
 Garage: East 5th Street Location:
 Direction: NORTHBOU Last TP: SOUTH PARK MEADOWS
 Open Disp: 3 Close Disp: 0 Supervisor:
 Op Badge: 13780 Op Name: SMITH, S Trip: 356631000
 Rte: 10 Blk: 010-05 Run: 10-005 Dev: 0
 Current Route: 10 Vehicle: 8942 Src: RTT
 Incd: RTT Msg: Request To Talk
 Accident/Incident Operator Report Acc Notify
 Problem/Action: Service Interruption Deadhd/ShorTur Service Recover
 No Service Recovery
 Q-Vehicle
 Vehicle ID: 9993
 Op Badge: 507
 Garage: East 5th Street Location A Time: 08:00:00
 Location B
 TP Location: SOUTH PARK MEADOWS Time: 08:00:00
 Direction: NORTHBOU Time Lost (min): 0
 Location C
 TP Location: Time:
 Details
 Close Pending Cancel

a. Enter the Trip, Time Point, and Time for Location A (When the Service Interruption Started)

b. Enter the Direction, Time Point and Time for Location B. Match the time for Location B with Location A.

c. Time Lost in minutes will be zero because there is no difference between the times for Location A & B.

10. Service Interruption Tab

- Click on the Service Interruption tab.
- Uncheck the No Service Interruption check box
- Fill in all editable fields in this tab.
- Note the values selected for Location C TP Location and Time.
- Click on the Service Recovery tab.
- Verify the Location C TP Location and Time fields are auto-filled in with the values from Service Interruption tab.

- g) Close the incident form by clicking the Close button at the bottom.

Field Name	Field Purpose	Editable
Start Date/Time	Time when the service interruption started (Match with Location A time).	Yes
CO in Route Date/Time	Time when the change-out (CO) vehicle was put into service.	Yes
End Date/Time	Time when the service interruption ended (Location C time)	Yes
Missed Trips Number	Total number of incomplete trips.	Yes
CO ID VID	Vehicle ID of the change-out vehicle.	Yes
Location C TP Location	Time point name of Location C (when Q-Bus went out of service and the change-out bus takes over service)	Yes
Location C Time	The time for Location C (when Q-Bus went out of service and the CO bus takes over service)	Yes
Delay Info	Reason for the service interruption.	Yes

11. Lost Time Scenario 1: Q-Bus and Change-Out

Scenario: Q-Bus is used and is replaced with a change-out.

a) Service Recovery Tab – Q-Bus

- i) Enter in the Q-Vehicle ID and Op Badge for the Q-Bus
- ii) Fill in Location B when the location and time when the Q-Bus went into service.
- iii) Verify if there is any Lost Time.

b) Service Interruption Tab – Change-Out

- i) Record the Start Date/Time, Number of Missed Trips
- ii) Enter when the Change-Out was in route and the CO Vehicle ID
- iii) Enter in the End Date/Time and Location C – Where the Change-Out took over service for the Q-Bus, ending the service interruption.

12. Lost Time Scenario 2. Change-Out with No Q-Bus

Scenario: No Q-Bus is used and Original bus is replaced with a change-out.

a) Service Recovery Tab – No Q-Bus

- i) Enter in the Q-Vehicle ID and Op Badge making them match the top part of the incident form.
- ii) Fill in Location B of the location and time when the Change-Out went into service.
- iii) Verify if there is any Lost Time.

b) Service Interruption Tab – Change-Out

- i) Record the Start Date/Time, Number of Missed Trips
- ii) Enter when the Change-Out was in route and the CO Vehicle ID
- iii) Enter in the End Date/Time and Location C – Where the Change-Out took over service for the broken-down bus, ending the service interruption.

13. Lost Time Scenario 3. Q-Bus with No Change-Out

Scenario: Q-Bus is used and replaces the original bus.

a) Service Recovery Tab – Q-Bus

- i) Enter in the Q-Vehicle ID and Op Badge for the Q-Bus
 - ii) Fill in Location B when the location and time when the Q-Bus went into service.
 - iii) Verify if there is any Lost Time.
- b) **Service Interruption Tab – No Change-Out**
- i) Record the Start Date/Time, Number of Missed Trips
 - ii) Enter when the original bus Change-Out is in route and set the CO Vehicle ID as the original bus.
 - iii) Enter in the End Date/Time and Location C – Where the original bus took over service for the Q-Bus, ending the service interruption.

14. Lost Time Scenario 4. No Q-Bus and No Change-Out

Scenario: Neither a Q-Bus or Change-Out are used for lost time

- a) **Service Recovery Tab – No Q-Bus**
- i) Enter in the Q-Vehicle ID and Op Badge the same as the original vehicle.
 - ii) Fill in Location B when the location and time when the original vehicle went back into service.
 - iii) Verify if there is any Lost Time.
- b) **Service Interruption Tab – No Change-Out**
- i) Record the Start Date/Time, Number of Missed Trips
 - ii) Enter the time when the original bus went back into service in the Change-Out field and set the CO Vehicle ID as the original bus.
 - iii) Enter in the End Date/Time and Location C – Where the original bus went back into service. This should match Location B in the Location Recovery tab.

15. Lost Time Scenario 5. Minor Accident

If a minor accident (such as a paint scrape) has been reported downtown and the bus is sent to South Congress Transit center, then **two** incidents need to be created.

- a) Create one incident for the accident reported downtown.

- b) Create a second incident for the service interruption while the bus is taken out of service to be investigated. Complete the lost time forms in this incident.
- c) Associate both incidents in OrbCAD.

16. Delay Process

Definition:

Service Interruption – An unplanned event (e.g., Accident, Incident, Mechanical, Detour/Blockage, Pull Out - Shortage of Operators/Buses) that results in the loss of service or change out of the vehicle.

- a) Dispatchers shall review the service interruption and document using the Incident Form.
- b) Yard Delay are associated with lost time and must be monitored during Pull Out. Dispatcher shall document the Lost time using the Incident Form. *Yard Delay language can be found in the Policies and Procedures located in the MOSP SharePoint Site.*

OrbCAD Drop-Off Only Process for Commuter Routes

“Drop Off Only” mode for Commuter Routes will not be captured as Lost time when directive on the paddle.

➤ No Incident Forms Required

OrbCAD Next Bus Please Process

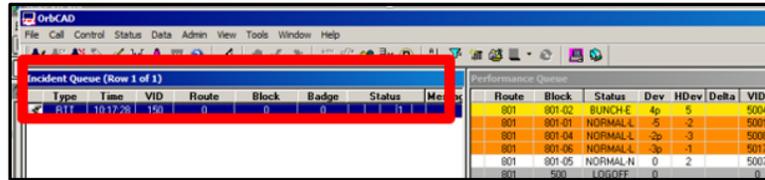
“Next Bus Please” mode will be captured as Lost time.

The use of “Next Bus Please” should be avoided at all costs, since it does not provide the best customer experience. Should a route run more than 15 minutes late, the Service Provider should plan the use of a queue bus to recover service. When the Queue bus is used, that bus can recover the block that is running late, until that block is able to get back on schedule

When operating a Flyer route or a MetroExpress route, customers will be allowed to board when it states “make best time” on the paddle, as long as the customer is traveling towards the final destination of that particular bus trip. Customers are no longer to be left at the bus stop when the bus is traveling in “make best time” mode

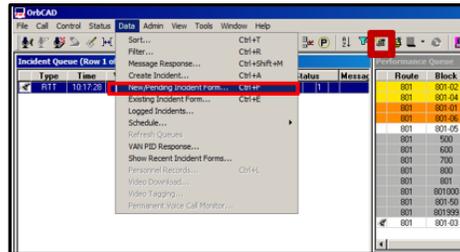
➤ Incident Forms

- Dispatcher receives an Incident such as RTT, indicating he/ she is at Capacity Load or caught by follower.
- Instruct operator to begin “Next Bus Please” mode (as of Last Time Point)
- Click on the RTT sent in from the `vehicle in the Incident Queue to highlight it.



➤ **New Incident**

- Click on the new incident form button 
- or click on Data→New/Pending Incident Form... to create a new incident form.



➤ **Problem Code with Autofill**

- Select the applicable Problem Code (**SV**) / Service
- Select Autofill option and click OK.

Incident Form ✕

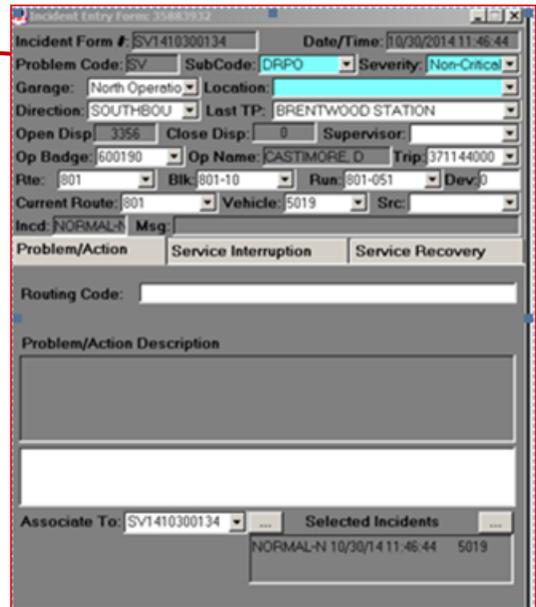
Select Problem Code For Incident Form

Problem Code

Autofill
 Blank
 Copy From Existing

4) **Severity – Critical or Non-Critical**

- a) Fill out all editable fields in the upper part of the incident form if not auto-filled. (Select Subcode DRPO)
- b) For Severity, select Non-Critical.

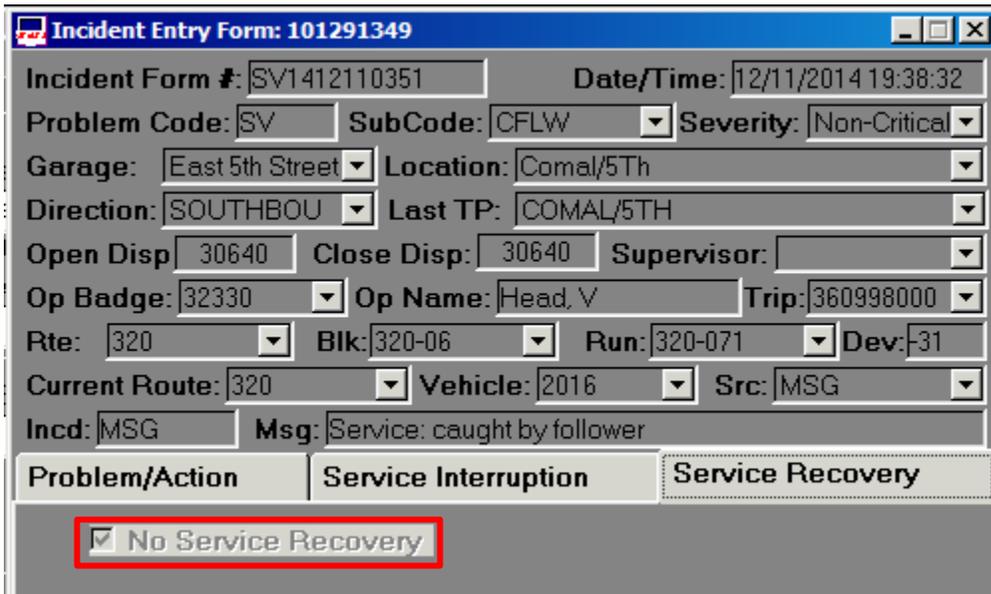


5) **Problem/Action Tab**

Fill out the lower half of the Problem/Action tab with a description of the incident. (Example: “Block was caught by follower. Operator put in “drop-off only” mode and told to notify when empty. Operator notified empty at Guadalupe/ 34th Street. Operator instructed to deadhead to Congress/Oltorf and to resume service on time at that location”). **Note:** If no Q-Bus is placed on the service missed segments of the route, including time the bus is in “Drop Off Only” mode will be captured as Lost time. In order to limit Lost Service, Dispatchers should start a Q-Bus On Time and once regular Service Bus is empty, dispatcher should Dead-head bus to meet Q-Bus On time, take passengers and resume service.

6) **Service Recovery Tab (Completion for “Next Bus Please” mode)**

- a) Click on the Service Recovery tab
- b) Uncheck the No Service Recovery check box



The following fields will appear in the tab and will need to be filled out
Verify the Time Lost field is filled in and calculating

Location A Time: Time when the “Next Bus Please” mode was instituted, lost service.

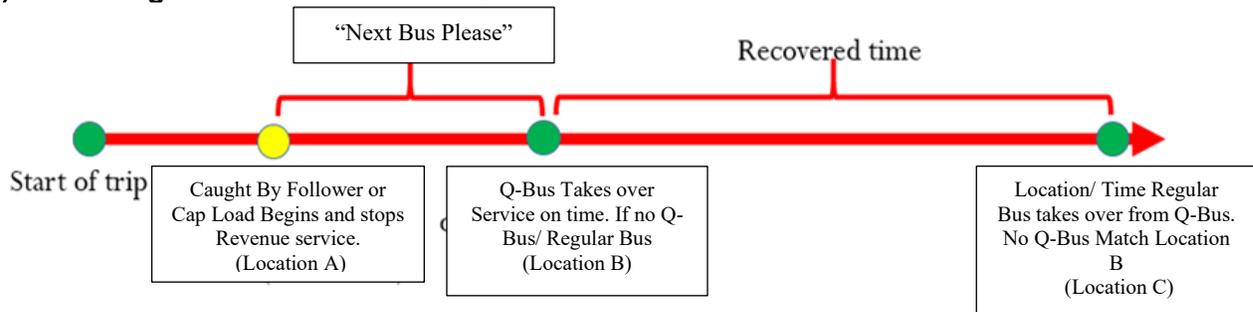
Location B TP Location: TP name where Q-Bus was placed in service or if no Q-Bus used, where “Next Bus Please” mode ended.

Location B Time: Time when Q-Bus goes into service or if no Q-Bus used, time when “Next Bus Please” mode ended.

Lost Time: Shows service time lost while block is in “Next Bus Please” mode”. It does so by calculating the difference between the times for locations A & B.

Location C TP Location/ Time: These two fields will not be editable, but will be filled in by the values for Location C found on the “Service Interruption” Tab.

7) Tracking Lost Time in “Next Bus Please” Mode”



- All time block is in “Next Bus Please” mode is Lost time
- If a segment of a trip (space between two time points), the entire trip is missed.
- Any portion of the trip not serviced by the Q-Bus will be added to the time lost
- If a Q-Bus is used to recover service, regular bus must be logged off block and Q-Bus logged onto Block
- Note that Layover and Deadhead times are not eliminated from the lost time calculation. (Due to system down time or limitations lost time must be captured manually and included in the total lost time numbers.)
- Regular bus will register an invalid movement (IMV) in OrbCad until it resumes regular service from Q-Bus be sure logon to a special run.
- If No Q-Bus is used, Locations B & C should match and there will be no recovered service only lost service.
- Note: Any gaps in service (even if the original bus was still on route but in “Next Bus Please” mode) will not be compensated.
- Logoffs and logons to insert Q-Buses must be properly managed to reduce the amount of time in which no data is being associated with that service. Failure to have a block logged in for a period more than 10 minutes will result in a penalty to the service provider per occurrence and no compensation for the entire period the service was logged off.

- j. Service Providers must monitor vehicle LOGOFF using the Performance Queue and make necessary LOGON status corrections within 10 minutes. System or non-system LOGOFF that are reported through ServiceNow ticket or Incident form will be reviewed, closed and the Capital Metro Program Manager will add the error to the watch list.

8) **BRT Exception “Next Bus Please” Mode**

- 1) Rapid Bus service is frequency based rather than scheduled based service. “Next Bus Please” techniques will be a recognized method of managing “bus-bunching within specified guidelines. (see BRT Procedure)
- 2) Periods of up to 15 minutes are acceptable without penalty for the Rapid Bus service.
- 3) “Next Bus Please” utilization without penalty is only authorized during “non-peak” periods only.
- 4) Strategy cannot be employed in the CBD (Central Business District) bounded by 2nd Street to the south and 17th Street to the north.

9) **Service Interruption Tab (Completion for “Next Bus Please” mode)**

- a) Click on the Service Interruption tab
- b) Uncheck the “No Service Interruption” check box
- c) Fill in all editable fields in this tab.
- d) Note the values selected for Location C TP Location and Time.
- e) Click on the Service Recovery tab.
- f) Verify the Location **C** TP Location and Time fields are auto-filled in with the values from Service Interruption tab.
- g) Close the incident form by clicking the Close button at the bottom.

Start Date/Time: Time when the bus was placed into “Next Bus Please” mode. Match Location “A” time on Service Recovery Tab.

CO In Route: Time when Q-Bus was placed in service. If no Q-Bus used, time “ Next Bus Please” mode ended.

End Date/Time: When Q-Bus completed service and Bus in “Next Bus Please” mode resumes pickup. If No Q-Bus was used should be same time as in “CO In Route” field.

(Reminder: Verify the Location **C** TP Location and Time fields on the Service Recovery Tabs are auto-filled in with these values from Service Interruption tab).

Incident Entry Form: 15142400

Incident Form #: SV1402240022 Date/Time: 02/24/2014 17:21:57

Problem Code: SV SubCode: CFLW Severity: Non-Critical

Garage: North Operato Location: HYDES

Direction: SOUTHBOU Last TP: HYDE PARK

Open Disp: 450007 Close Disp: 450007 Supervisor:

Op Badge: 400169 Op Name: James C Trip: 310437000

Rte: 301 Blk: 301-11 Rsa: 301-033 Dev: 12

Current Route: 301 Vehicle: 5020 Src:

Inc: NORMAL Msg:

Missed Pull Out/Cancel Service Recovery Notification List

Problem/Action Service Interruption Deadhd/Short Turn

No Service Interruption

Start Date/Time: 02/24/14 16:24 Missed Trips Number: 0

CO in Route Date/Time: 02/24/14 16:32 CO ID: VID: 5015

End Date/Time: 02/24/14 18:33

Location C TP Location: NORTHLAMAR Time: 18:33:00

Delay Info

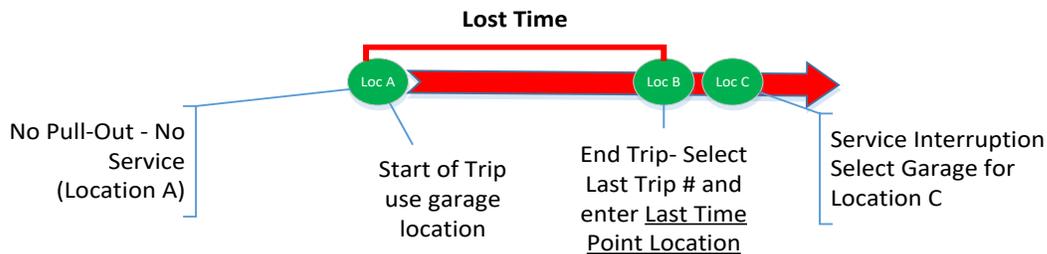
Close Pending Cancel

OrbCAD No Service – Lost Time

If the Service Provider is not able to operate any run block at the time of Pull-Out and fails to recover any Schedule Service, an Incident Form will need to reflect the Lost Time. Lost service time should reflect the start location from Garage to Garage to include revenue and non-revenue time (deadheads, layovers). Due to system limitation, the Incident Form will not allow the Garage information to be entered in location B so for the moment it is imperative that the last timepoint information is entered in the Service Recover Tab. In the Service Interruption Tab the end location and time should list the garage location and end time to include deadhead time in Location C.

A temporary manual reconciliation will be required to identify “Lost Service” calculation discrepancy and ensure that lost time is captured and recorded accurately. (Calculation differences from Location B & C)

The Capital Metro Program Manager will ensure the manual reconciliation is validated as part of the Invoicing process.



Process

Service Recovery:

Location A Time: Time when the “Start of Service” instituted, “No Service”.

Location B TP Location: TP name of “Last Trip” location. Select Trip Number for last Timepoint location

Location B Time: Time when “No Service”, the end of trip “End Time”

Lost Time: The calculation differences between the times for locations A & B. *(Temporary work around until the system change allows the option to select garage as the last Timepoint.)*

Location C TP Location/ Time: These two fields will not be editable, but will be filled in by the values for Location C found on the “Service Interruption” Tab.

Service Interruption:

Start Date/Time: Time when start of trip **from Garage** instituted “No Service”. Match Location “A” time on Service Recovery Tab.

CO In Route: Time when end of trip **to Garage** instituted “No Service” Actual Garage “End Time” of the last trip ended.

End Date/Time: When No Service is established, should be the same time as in “CO In Route” field.

No Service, Lost Service

The image shows two software windows. The left window is the 'Incident Entry Form: 674707563'. It contains various fields for incident details. A red box highlights the 'Trip' field with the value '1691260'. Another red box highlights the 'Location C' section, which includes 'TP Location: North Operations Bus (NOP)' and 'Time: 15:02:00'. The 'No Service Recovery' checkbox is checked. The right window is a 'Middle Display - North Operations Bus/656-009' showing a list of timepoints. A red box highlights a row with 'Trip: North Operations Bus' and 'Time: 15:02'. Above it, another row shows 'Pull In' at '14:43'.

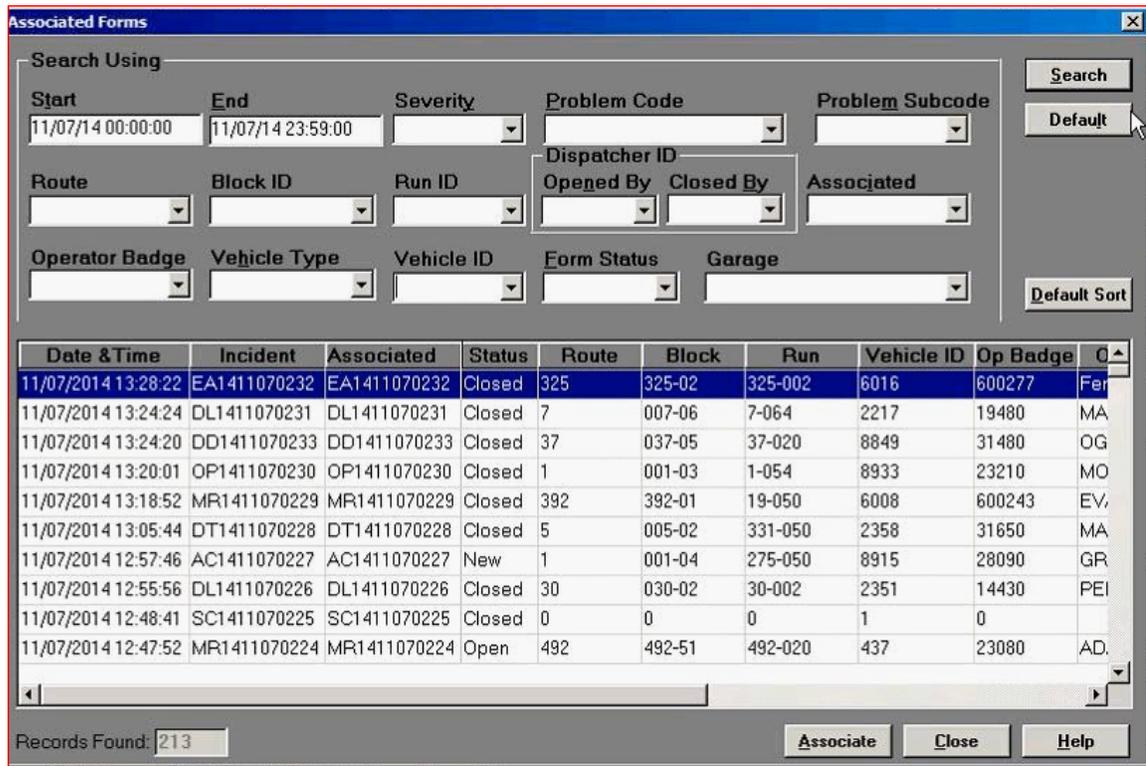
*In Location C the Service Interruption the TP Location and End time must reflect garage info.

OrbCAD Incident Association

DEFINITION

Use when multiple incidents happen and the need to capture various information would require more than one incident form. Keep in mind that with any scenario avoid creating duplicate information. A rule of thumb is utilizing the original incident to reflect all pertinent data including lost service.

1. To associate an incident form, you will first have to create the multiple incidents.
 - a. Scenario - you received a mechanical call that has some lost time and in turn a passenger is hurt due to the wheelchair lift malfunctioning. You would create an incident form for the MECH issue that will include any lost time or change out information. You would then create a separate Accident incident for the injured passenger.
2. In the Mechanical incident go to the Problem Action tab where you will see the "Association To button ...  Press the button and it will take you to the Associated Forms window:
 - a. Select the incident you want to associate by highlighting and double clicking.



The screenshot shows the 'Associated Forms' window with the following search filters:

- Start: 11/07/14 00:00:00
- End: 11/07/14 23:59:00
- Severity: [Dropdown]
- Problem Code: [Dropdown]
- Problem Subcode: [Dropdown]
- Route: [Dropdown]
- Block ID: [Dropdown]
- Run ID: [Dropdown]
- Dispatcher ID: [Dropdown]
- Opened By: [Dropdown]
- Closed By: [Dropdown]
- Associated: [Dropdown]
- Operator Badge: [Dropdown]
- Vehicle Type: [Dropdown]
- Vehicle ID: [Dropdown]
- Form Status: [Dropdown]
- Garage: [Dropdown]

Buttons: Search, Default, Default Sort.

Date & Time	Incident	Associated	Status	Route	Block	Run	Vehicle ID	Op Badge	C
11/07/2014 13:28:22	EA1411070232	EA1411070232	Closed	325	325-02	325-002	6016	600277	Fer
11/07/2014 13:24:24	DL1411070231	DL1411070231	Closed	7	007-06	7-064	2217	19480	MA
11/07/2014 13:24:20	DD1411070233	DD1411070233	Closed	37	037-05	37-020	8849	31480	OG
11/07/2014 13:20:01	OP1411070230	OP1411070230	Closed	1	001-03	1-054	8933	23210	MO
11/07/2014 13:18:52	MR1411070229	MR1411070229	Closed	392	392-01	19-050	6008	600243	EV.
11/07/2014 13:05:44	DT1411070228	DT1411070228	Closed	5	005-02	331-050	2358	31650	MA
11/07/2014 12:57:46	AC1411070227	AC1411070227	New	1	001-04	275-050	8915	28090	GR
11/07/2014 12:55:56	DL1411070226	DL1411070226	Closed	30	030-02	30-002	2351	14430	PEI
11/07/2014 12:48:41	SC1411070225	SC1411070225	Closed	0	0	0	1	0	
11/07/2014 12:47:52	MR1411070224	MR1411070224	Open	492	492-51	492-020	437	23080	AD.

Records Found: 213

Buttons: Associate, Close, Help

- b. Open the original incident and select the “Association To button again and the drop down list will appear and you will be able to locate the associated incident.

The screenshot shows a software window titled "Incident Entry Form: 74305263". The form contains several input fields and dropdown menus for incident details. At the bottom, the "Associate To" dropdown menu is open, displaying a list of incident numbers and dates.

Incident#	Incident Date/Time	Vehicle
AC1411070227	11/7/2014 12:57	8915
DL1411070226	11/7/2014 12:55	
SC1411070225	11/7/2014 12:48	
MR1411070224	11/7/2014 12:47	
IO1411070223	11/7/2014 12:47	
SC1411070221	11/7/2014 12:33	

Additional Scenarios: (More to Follow) Use this area to add your own.

OrbCAD Maintenance Roles:

DEFINITION

Maintenance: All CMTA vehicles work status is maintained by using the Spear system. Spear is set up to communicate directly to Trapeze Ops Vehicle Assignment. Trapeze is set up to communicate directly to the ITS systems pertaining to vehicle assignments and work order tickets. Contractors will need a process in place to ensure that the Spear work orders (WO) reviewed and updated regular. This will help to have an accurate vehicle **Up/Down** list for assigning the open block/work.

Additionally, all mechanical and ITS Equipment codes incidents from OrbCAD generate incidents in Spear. **ONLY** the incident with a deviation > 0 and/or change out will generate work orders.

- (MR) Mechanical Route code will import the incident for Mechanical incidents that happen on the road.
- (MY) Mechanical Yard code will import the incident for Mechanical incidents that happen on the yard.
- (IS) ITS Equipment code will import the incident for ITS Equipment installed on the bus (the IS "Widespread" codes do not generate work orders, but rather an agency wide email)
- Change outs and Deviation greater than zero will auto generate a **WO**

In the OrbCAD "Problem Description" field, include the following information:

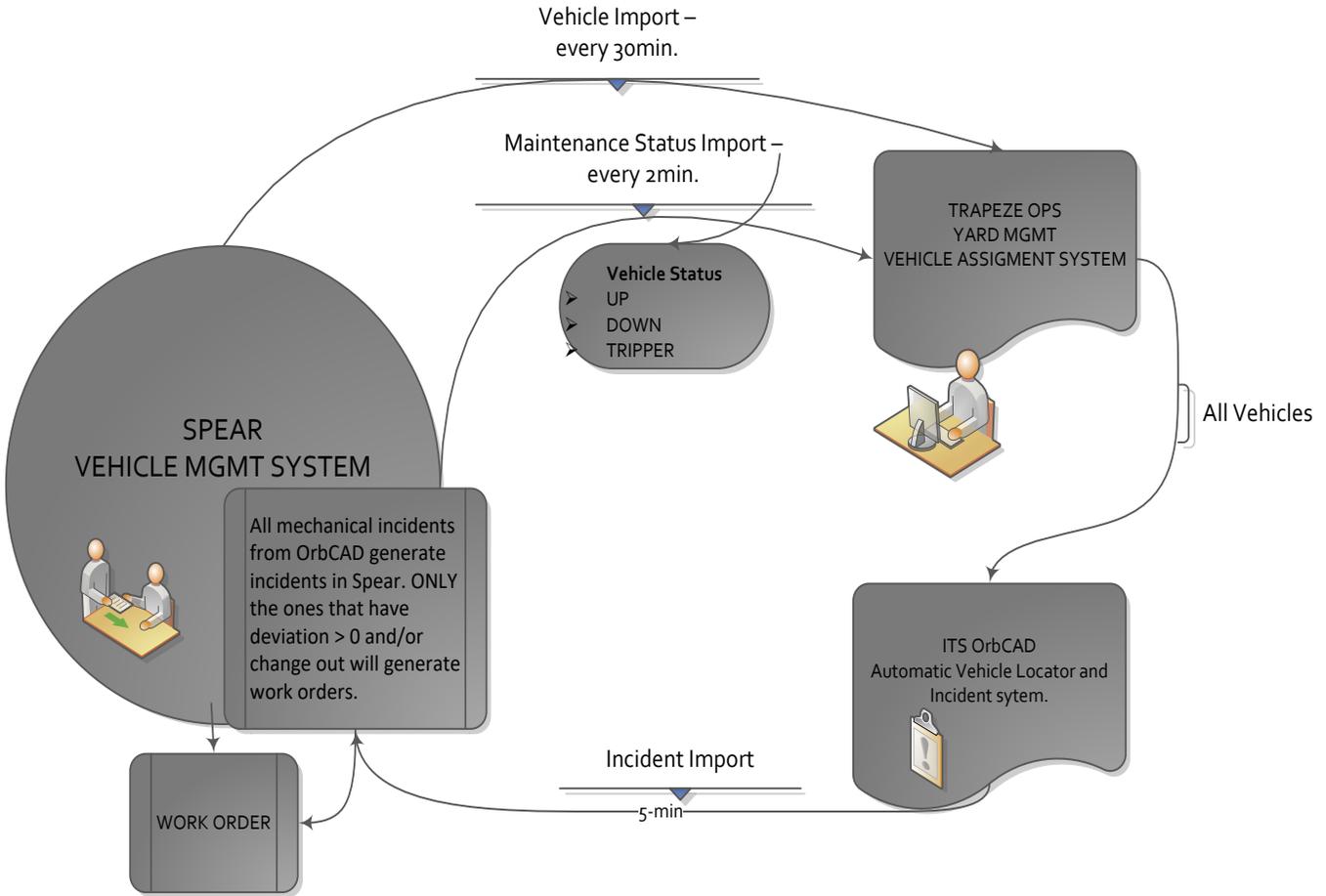
1. First sentence should identify which system is having a problem along with a brief description.
2. The rest of the story (whomever called, when, whatever) – optional

DO NOT need the "**OPERATOR REPORTED**" words. It's obvious that is the reason the incident is there.

The reason for this request is because the information that is imported to Spear for the maintenance group is limited and we end up with work orders with bogus titles, like "Operator was waiting to take a left onto Radam." The **Spear work order title is only 60 characters long** and so should be **relevant to maintenance** people.

Dispatch must not create incidents with **NO DESCRIPTION**. If they do that and just put the change out, for example, the maintenance will just get a totally blank work order. So, dispatchers are required to enter a relevant description.

Vehicle to Spear to Maintenance Data Communication Flowchart.



OrbCAD Training Roles:

Training staff will have Special Routes assigned in Trapeze OPS for vehicle road training. Best practice is to always inform Radio/Run Dispatcher of the need for such assignments. The radio system is completely dependent on the ITS OrbCad system. The OrbStar (MDT) system is the only way of contacting Radio Dispatch by initiating a Request to Talk (RTT or PRTT). Due to the radio functionality, creating training route is necessary to ensure radio communication is achieved as well as tracking the movement and use of a vehicle. Specific routes and blocks defined by garage have been created to help the dispatcher know what vehicles are utilized for training.

OrbCAD Transportation Field Supervisor Roles:

Supervisor will document all pertinent information related to Accident/Incident of which he/she has taken ownership. Field Supervisors will monitor the ITS/OrbCAD system features (e.g., Automatic Vehicle Locator AVL, Incident and Performance Queue, as well as the Headway viewer for Rapid service to assist them in managing street operations. (e.g., route adherence, schedule adherence, headway/ frequency adherence). The objective of the supervisor will be to enhance system operational performance and the customer trip experience.

Field Supervisors will monitor OrbCad, Trapeze, and radio traffic from the field. Transportation Supervisors will respond to calls from radio dispatch to physically address issues in the field. Security Personnel: must complete all final resolution for all security related incidents in OrbCAD.

OrbCAD Operator Roles:

Should use canned message whenever possible, acknowledge message (ACK) when asked and keep the radio voice calls request to a minimum.

OrbCAD Yard Management Roles

Services Writer: When applicable will maintain the vehicle assignments in Trapeze Yard Management, for the Mechanical Route test.

OrbStar Functions-Definitions

Request to Talk (RTT): Operator will use to contact Dispatch only when a Canned Message is not available.

Priority Request to Talk (PRTT): Operator will use to contact Dispatch only for emergency and urgent matters.

Red Button: Operator will use to contact Dispatch only for critical Emergency Data Messages: (Overt Alarm, Accident, Operator Injury/Illness, Assault, Need Ambulance, Need Fire Department.)

Operator Canned Messages: A data message that will initiate a communication and Incident Form by using the OrbStar (MDT) vehicle equipment.

Emergency Alarm (EA) (Covert Alarm): Operator will use to contact Dispatch when it is unsafe to use the Red Button in emergency situations. .

Emergency Notification: is a summary of an event that may require the attention of Capital Metro leadership. When sending such messages, an email is sent to EmergencyNotification@capmetro.org.

After being emailed, all Emergency Notifications require a phone call to the contractor's Contract Performance Manager. Accidents involving a fatality, injured bicyclist or injured pedestrian also require a call to the Vice President, Bus and Paratransit Services.

OrbCAD Service Disruption Functions-Definitions

Vehicle Down @ P/O Yard: The operator will locate a vehicle with a working radio to contact Radio Dispatch to report the vehicle issue. It is up to the Service provider to have the proper equipment located where the operator can utilize for such instances.

Vehicle Accident: When a Capital Metro vehicle makes contact with another vehicle, pedestrian, bicyclist, animal, road debris or other obstruction, etc. A vehicle accident may either be directly witnessed or communicated to an employee, Capital Metro, or its contractors by another person. Capital Metro retains the right to make a final determination of what is or is not considered a vehicle accident.

Passenger Accident: When a passenger falls, or is hit, struck, or bumped, etc., while on board, boarding, or alighting a Capital Metro vehicle including passengers struck while crossing in front of or behind the bus. A passenger accident may either be directly witnessed or communicated to an employee, Capital Metro, or its contractors by another person. Capital Metro retains the right to make a final determination of what is or is not considered a passenger accident.

Incidents: Any unusual disturbance on or in the vicinity of Capital Metro property which requires the assistance of any person other than the operator; an occurrence which causes a disruption or delay of service; or any other situation which requires a supervisor, security officer, emergency personnel, including passengers struck while crossing in front/behind the bus, etc. An incident may either be directly witnessed or communicated to an employee, Capital Metro, or its contractors by another person. Capital Metro retains the right to make a final determination of what is or is not considered an incident.

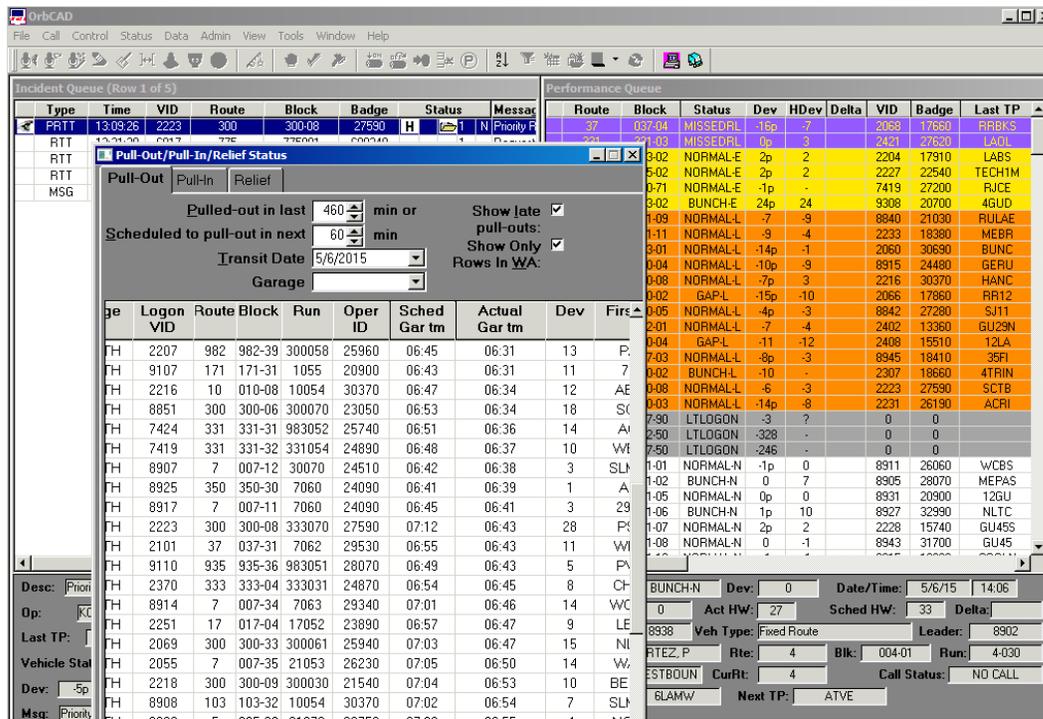
OrbCAD Pull Out Functions-Definitions

Dispatcher Functions: All buses taken off the yard must be accounted for. OrbCAD will not prevent an operator from taking the incorrect vehicle from the yard. Account for all the buses that pull out by using Trapeze Yard Management. Annotate in the “Radio Check” box the time that the operator swipes in from the “Pull Out/Pull In/Relief Status” from the “Status” drop down in OrbCAD.

The screenshot displays the OrbCAD software interface. The main window shows a 'Vehicle Assignment' table with columns A through L. Below this, a detailed activity log is visible with columns for From Time, To Time, Block Name, Bus Type, Vehicle Number, Work Name, and Radio Check. The activity log shows a sequence of bus movements starting at 4:22 and ending at 5:06.

From Time	To Time	Block Name	Bus Type	Vehicle Number	Work Name	Radio Check
4:22	23:13	001-01	Bus	8911	1-001	418
4:37	24:35	001-04	Bus	8913	1-002	415
4:48	19:17	001-03	Bus	8853	1-003	444
4:59	25:15	001-06	Bus	8927	1-004	457
5:29	20:56	001-08	Bus	8943	1-005	512
5:32	17:56	001-07	Bus	2228	1-006	518
5:51	18:26	001-10	Bus	2215	1-007	546
12:55	20:27	001-09-2	Bus	8840	1-022	548
17:03	27:42	001-91	Bus	2221	1-035	0
5:06	19:43	001-05	Bus	8931	1-050	444

The Pull-Out/Pull-In Relief Status is found under Status. Be sure the "Pulled-out in last ___ min" has enough time to show all your pull outs for the time period to not miss any pull outs. Insert the "Actual Gar tm" in the "Radio Check" column in Trapeze. IT has built that in just for this purpose. This must be done daily. If a bus is not listed in the Status, contact that bus by Field Supervisor. This could mean a problem with the radio or some other component of the system.



Swipe Card: Operator will be issued a swipe card at the time of hire to sign into to Trapeze Ops and the MDT ITS system on the vehicle. Replacement swipe cards will be maintained by the contractor. Usually is maintained by the Dispatch group.

Sign in/Logon:

The Operator is required to sign-in prior to each work shift at the Dispatch window using the sign-in terminal to receive his vehicle assignment. The Operator will then proceed to logon to the ITS OrbCAD system on the vehicle. Remote relief will not be required to sign-in at the Dispatch window but will be required to logon using his/her swipe card on the vehicle. The Trapeze Ops sign in exception is when the operator is doing a remote relief on the street which at that time the Dispatcher will process the Trapeze sign-in.

Vehicle Pre-Trip Inspection:

Operator should start the engine prior to doing the pre-trip inspection in order to give sufficient time for the system to boot up. Once the ITS OrbCad system is ready to accept the log on screen, the operator will use his/her assigned Swipe Card to log on to the MDT. The Radio Dispatcher will be able to view the movement of the vehicle and the status of the operator work assignment.

Voice Communication:

Voice communication between the operator and dispatcher will primarily be used for urgent business matters to communicate, e.g. all accident, security, and emergency incident.

Secondary, to communicate, e.g. mechanical, missed relief, lost service and all Customer and Operator service concern. It is strongly recommended that Dispatcher should encourage that only business-related incident be reported and handled using the ITS OrbCAD system. It is strongly discouraged the use of cell phones or land lines when it pertains to business related calls. The ITS OrbCAD system should be the primary point of contact. The expectation is to respond to all RTT/PRTT in a reasonable amount of time. (5Min or less)

Table - Performance Queue Status:

The Performance Queue shows the status of the vehicle performance. The various type of status is listed on page 70 in the Dispatcher Manual. The following procedures are listed for your internal process.

Type	Code	Description	Process
DEADHEAD	2000	Dead Head	Random check to ensure vehicle is in Deadhead status.
EARLY	2001	Early	For FR service, if departure from scheduled timepoint is >0 seconds prior to the scheduled departure time, dispatcher should send a canned message to operator and create Incident Log. For BRT, if >6 minutes, dispatcher should send data message to adjust pace for Rapid bus service.
LATE	2002	Late	BRT use the Headway monitor to manage headways. FRS will follow the block paddle. Create incident if lost time is associated.
NORMAL	2003	Normal	No action needed.
OFFROUTE	2004	Off Route	Contact Operator and locate using AVL, make voice call? Offer assistance to get operator back on-route. Create an Incident log. Notify street supervisor of Off-Route Status for follow-up. Additionally, check if route is on detour. If on detour, no action needed.
LOGON	2005	Logon	No action needed.
LOGOFF	2006	Logoff	Monitor if route should be in Logon status. Dispatcher may complete remote logon. Otherwise No action needed.
LTLOGON	2007	Late Logon	Contact Operator and locate using AVL, make voice call. Inform operator that he/she has not logged on. Offer opportunity for operator to do so. If operator is unable to do so, dispatcher performs remote logon. Create an Incident log. Notify street supervisor of Late Logon Status for follow-up.
LTLOGOFF	2008	Late Logoff	Contact vehicle. Confirm operator no longer with vehicle. (Using AVL confirm vehicle is on the yard). After confirmation, perform remote logoff. Create Incident form.

Type	Code	Description	Process
NOSHOW	2009	No Show	Monitor create incident if erroneous No Show.
NORESP	2010	No Response	System has polled the vehicle and it has missed a pre-determined number of consecutive responses. Poll vehicle to see if that fixes the issue. Monitor
DEADHD*	2011	Deadhead*	Locate vehicle on AVL. Contact operator and inquire as to why he has not reached his timepoint within required time thresholds. Create Incident Form. Notify field supervisor if applicable.
NORESP*	2012	No Response*	Locate vehicle on AVL. Contact operator and confirm that he is on route. Attempt to manually poll the vehicle. Dispatch field support if operator/vehicle status cannot be confirmed. Inform Maintenance if vehicle continues to fail to respond to polling. Create Incident Form.
BKONRTE	2013	Back On Route	Update Incident form initiated when operator was reported as "Off-Route".
REACQUIR	2014	Reacquired	No action needed.
SIM	2015	Simulated Timepoint	No action needed.
DISABLE	2016	Disabled RSA	No action needed.
LAYOVER	2017	Layover	No action needed.
CANCELPO	2018	Cancel P/O	If dispatcher has decided for any reason to cancel pullout or Dispatcher must select Incident from Incident Queue and also complete the "Missed Pull out/Cancel Tab" of the Incident Form.
CANCELRL	2019	Cancel Relief	If dispatcher has decided for any reason to cancel pullout or Dispatcher must select Incident from Incident Queue and also complete the "Missed Pull out/Cancel Tab" of the Incident Form.
MISSEDRL	2020	Missed Relief	Dispatcher is to contact operator and inform him of the "Missed Relief" status. Operator is to be given the opportunity to logon to the OrbStar. If unable to do so, dispatcher will perform a remote logon.
NOGPS	2024	GPS Failed	No action needed if less than .46 sec. If greater than .46 document mechanical MX Incident report.

Type	Code	Description	Process
LAYOVER	2025	Layover (Fixed Route)	No action needed.
GAP-L	2026	Gap (HW) - Late (RSA)	Use to monitor route schedule adherent.
BUNCH-L	2027	Bunch (HW) - Late (RSA)	Use to monitor route schedule adherent.
NORMAL-L	2028	Normal (HW) - Late (RSA)	Use to monitor route schedule adherent.
GAP-E	2029	Gap (HW) - Early (RSA)	Use to monitor route schedule adherent.
BUNCH-E	2030	Bunch (HW) - Early (RSA)	Use to monitor route schedule adherent.
NORMAL-E	2031	Normal (HW) - Early (RSA)	Use to monitor route schedule adherent.
GAP-N	2032	Gap (HW) - Normal (RSA)	No action needed.
BUNCH-N	2033	Bunch (HW) - Normal (RSA)	No action needed.
NORMAL-N	2034	Normal (HW) & Normal (RSA)	No action needed.
RESUME	2035	Resuming Service	No action needed.
GPSNA	2036	GPS Not Available	No action needed.
TURNBACK	2037	Early Turnback	No action needed
MIDTRIPD	2038	Mid-Trip Deadhead	Random check to ensure vehicle is in Deadhead status.

Table - Incident Types:

The Incident types are auto populated in the incident queue and contain various components. They will require an action from the Radio Dispatcher.

Type	Description	Process
3BB	Three Bus Bunching. An incident is generated in the Incident Queue whenever three busses are bunched and the incident is associated with the middle bus.	Will be used for headway service use only. Can be a tool for FRS service to view unauthorized bunching but should be a rare event.
ILO	Invalid Logon: After a (configurable) number of consecutive logon failures by a single vehicle operator, this incident is generated. The Dispatcher can then place a voice call to the vehicle and assist the vehicle operator with the proper logon procedures.	Immediately contact the operator using the voice channel option. Instruct the operator to log on. If Operator is unable to log on verify the block and run information for accuracy. If accurate Dispatch can manually log on the operator.
IMV	Invalid Movement: Indicates that the vehicle operator has moved the vehicle without logging on first.	Verify Trapeze OPS and OrbCAD, if the vehicle is assigned correctly. Contact Operator to stop at a safe location and log on. Incident form may be used if this relates to a mechanical or emergency issue.
MECH	Mechanical Alarms: Indicate discrete alarms that are triggered automatically by sensors on the vehicle from, for example, the engine oil gauge or a Fare Box.	Incident form MX-Road Mechanical will be generated when operator selects a mech canned message while on route. Dispatcher should generate as necessary & field if Lost service or change out accrued.
MSG	Message: Refers to predefined Data Messages that are sent to the CAD from the OrbStar by the vehicle operator. These messages are defined by the System Administrator.	Message should be handled in the order received unless an urgent issue is reported in this manner. The message should have a response time no greater than 5 min from the time it appears in the queue.
OFFR	Off Route. A high-priority, off-route incident for buses.	Verify Trapeze OPS and OrbCAD to see if the vehicle is assigned correctly. Contact Operator to stop at a safe location. Send Supervisor if issue cannot be resolved through the normal process of directing the operator how to get back on route. Also, create an Incident form documenting action taken as well as capturing any lost time.
OLO	Override Logon: The vehicle operator has logged onto an assignment that did not match the vehicle operator's predefined assignment.	Determine what block was assigned to the vehicle and if invalid contact the operator to resolve accurate block information. Request the operator log on with accurate block information.

Type	Description	Process
PRTT	Priority Request-to-Talk: Same as RTT but indicates a more urgent need to communicate.	Operator will use to contact Dispatch only for urgent matters.
RTT	Request-to-Talk: The vehicle operator cannot directly initiate a voice call to the Dispatcher. The vehicle operator must send a request to the dispatch office from the vehicle's on-board computer. Then, it is the Dispatcher's responsibility to respond to the request by placing a voice call to the corresponding vehicle.	Operator will use to contact Dispatch only when a Canned Message is not available.
TREQ	Transfer Request: Indicates the vehicle operator has requested a transfer for a passenger to another vehicle.	Operator will be informed of the request if necessary.
VAN	Vehicle Area Network: Indicates a vehicle area network message.	Dispatcher must contact the vehicle immediately to determine if he knows he has an issue with his farebox. This message indicates the farebox has been tampered. Incident suppressed from IQ.
VLMM	Vehicle Log On Mismatch: Indicates that the vehicle operator has logged onto a vehicle to which the vehicle operator has not been assigned.	Dispatcher must contact vehicle immediately to determine who and what is causing the mismatch.

Table - Incident-Tabs:

Tabs are fields used to document pertinent information within the form. (See Steps to take for the proper action to follow.)

Tabs	Description	Process	Associated with Problem Codes
Acc Notify	Tab provides additional information for an Accident, Security, Covert/Emg Alarm incident.	Optional? The accident report will be the official record.	SC - Security EA - Emergency Alarm
Accident / Incident	Tab provides fields for reporting information regarding an accident. It contains sections for recording officer-related information, replacement, time, details, and response information.	Used to enter the Authority ID's i.e. City, Transit P, Police.	AC - Accident EA - Emergency Alarm IO - Incident Other SC - Security
Accident Info - Driver	Tab provides fields for driver information (full name and address, work and home phone numbers), driver license number, owner's information (name, address, work and home phone numbers), vehicle plate number, insurance company code, vehicle plate origin.	(Optional) - Tab contains fields that can be utilized for an incident form. Use to add names, addresses, phone numbers, status, and demographic information.	IO - Incident Other SC - Security
EA Resolution	Tab provides fields for reporting service interruption a Security form will need to be generated to add the final resolution.	Use to capture lost service during an EA incident. A Security form must be opened and filled out to capture security related incident generated from an EA. Dispatch will be required to contact security who in turn will provide the final resolution of the EA The (SC) form should be associated with the original EA.	SC - Security

Tabs	Description	Process	Associated with Problem Codes
Electronic Malfunction	<p>Tab provides fields for reporting information regarding an electronic malfunction. This form contains sections for recording the report issuer, activity code, employee ID, repair time, object code, and serial number and date. A description of the malfunction can also be included.</p>	Used by Rail only	RA - Rail Incidents
List of People	<p>Tab contains fields for incident form information. Select Add to enter names and addresses, phone numbers, status, and demographic information.</p>	(Optional) - Used by field supervisor as deemed necessary.	IO - Incident Other SC- Security LW - Lift/Wheelchair RA - Rail Incidents
Miss Pull Out / Cancel	<p>Tab provides fields for the due out time, and actual out time, first time point, time when in service and number of minutes lost. It also includes a description of the first time point; cancel pullout and relief options, and fields for entering reasons and details.</p>	<p>NOTE: If the dispatcher clicks Cancel P/O or Cancel Relief, the corresponding row in the Perf. Queue will change to a CANCELPO or CANCELRL state. This indicates the pullout or relief was cancelled.</p>	MX - Mechanical RA - Rail Incidents
Police Related	<p>Tab provides fields for reporting information regarding a police-related incident.</p>	To be used solely by the CMTA Security personnel.	SC - Security

Tabs	Description	Process	Associated with Problem Codes
Problem / Action	<p>Tab provides fields for passenger and witness count, problem/action description, associate to, and selected incidents. These tabs are the default settings for every incident form.</p>	<p>Used to summarize the accident/incident. (Complete Story.) I.e. What happen? What was the dispatcher's response? What resources were used/sent? What was the final resolution? An incident form can be "associated to" another incident form. This means that you can mark the incident form as relating to the another incident form by choosing the existing form number from the "Associate To" pull-down menu.</p>	All
Road Call	<p>Tab (Optional) - used to document additional information deemed relevant. The "Maintenance report" field could be used to document the maintenance response. Note: dispatchers will be required to complete a "Problem/Action" tab for all incidents.</p>	<p>(Optional) - Used to capture the information of the maintenance crew sent to a road call.</p>	MR – Mechanical Route
Security Related	<p>Tab provides fields for reporting information regarding a security-related event. This form contains sections for recording the Police, Fire, and injuries as well as incident detail.</p>	<p>Used to capture security related incident forms. The Security form will be 1. Initiated by dispatch and filled out accordingly 2. Security will be notified when the form is filled out with pertinent information. Please include the incident number 3. Security Staff will complete the final resolution of the incident.</p>	SC - Security

Tabs	Description	Process	Associated with Problem Codes
Service Interruption	<p>Tab provides fields for no service interruption, start date/time, end date/time, number of missed trips, number of minutes lost during the schedule, vehicle delay time, and minutes delayed. The end time field allows for keeping track of how long the interruption was and calculating how many minutes were lost.</p>	<p>Used to document service lost and/or Recovered. i.e. C/O, Qbus. See "Creation of lost service time incident form in OrbCAD."</p>	<p>AC - Accident DD - Daily Diary DL - Delay DT - Detour EA - Emergency Alarm IO - Incident Other LW - Lift/Wheelchair MR- Mechanical Route PX - Passenger SC - Security SV - Service</p>
Service Recovery	<p>Tab provides the Qbus recovery services. A modification is being created to change the current way the system captures the information.</p>	<p>Used to document service lost and/or Recovered. I.e. Qbus, C/O. See "Creation of lost service time incident form in OrbCAD."</p>	<p>AC - Accident EA - Emergency Alarm IO - Incident Other SC - Security LW - Lift/Wheelchair MR - Mechanical Route DL - Delay DT - Detour SV - Service</p>
Transfer Request	<p>Tab provides transfer request issues</p>	<p>Used to capture information pertains to a Transfer request.</p>	<p>MR – Mechanical Route</p>
Wheelchair	<p>Tab contains fields for entering the nature of the call; passenger status; lift status; times boarded, alighted, and reported; and alternative transportation. It also includes a space for notes and a checkbox for Serviced by another bus.</p>	<p>Used to capture detail information regarding wheelchair passenger incident.</p>	<p>PX - Passenger MY - Mechanical Yard MR - Mechanical Route LW - Lift/wheelchair</p>

Table - Problem Codes:

are the codes that will be used to generate the various types of incident form. (See Steps to take for the proper Action to follow.)

Problem Codes	Description	Tabs - Associated	Process
AC	Accident	Problem Action, Service Interruption, Accident/incident, Service Recovery, Operator Report.	Accident (AC) – Use code for vehicle and/or passenger accident. See Accident Protocols.
DD	Daily Diary	Problem Action.	Daily Diary (DD) - Use to documents when an All call or Public relation and/or Safety announcement are made.
OP	Operator	Problem/Action, Service Interruption, Service Recovery.	Operator (OP) – Use code to record the details of any operator error or incident.
DL	Delay	Problem/Action, Service Interruption, Service Recovery.	Delay (DL) - This form is not needed. CMTA will not require delays to be tracked by the incident form.
DT	Detour	Problem/Action, Service Interruption, Service Recovery.	Detour (DT) - Use code to capture detour information.
EA	Emergency Alarm	Problem/Action, Service Interruption, Accident/incident, Service Recovery.	Emergency Alarm (EA) - Use code to capture information pertaining to an Emergency alarm.
IO	Incident Other	Problem/Action, Service Interruption, Accident/incident, Accident Info-Driver, Service Recovery, List of People, Operator Report.	Incident Other (IO) - Use code to provide additional information and associate it with other incident form as necessary. E.g. Accident Incident or Passenger...etc...
LF	Lost & Found	Problem/Action, Operator report.	Lost and Found (LF) - Use code to capture information pertaining to a Lost and found.
IS	ITS Equipment	Problem/Action	ITS Equipment (IS) – Use to provide information with any ITS system failures or anomalies. Report System wide issue and/or individual ITS issue.
LW	Lift/Wheelchair	Problem/Action, Service Interruption, Service Recovery, list of People, Wheelchair.	Lift/wheelchair (LW) - Use code to capture issue with the lift on the vehicle. The (LW) code must be associated to a MX or MY problem codes.

Problem Codes	Description	Tabs - Associated	Process
MY	Yard Mechanical	Problem/Action, Service Interruption, Road Call, Service Recovery, Miss Pull Out/Cancel, Wheelchair, Transfer Request.	Mechanical Yard (MY) - Use code to capture all mechanical issue reported in the Yard.
MR	Mechanical	Problem/Action, Service Interruption, Road Call, Service Recovery, Miss Pull Out/Cancel, Wheelchair, Transfer Request.	Mechanical (MR) - Use code to capture Mechanical issue on the road only.
SC	Security	Problem/Action, Service Interruption, Accident/incident, Accident Info-Driver, Service Recovery, List of People, Security Related, Acc Notify, Operator Report, Police Related, EA Resolution, Face Cover/Mask Compliance.	Security (SC) - use to capture sensitive security related incidents. Note: All Dispatchers are required to send an email notification that included the Incident number to "security@capmetro.org" immediately after completion of the security form.
SV	Service	Problem/Action, Service Interruption, Service Recovery.	Service (SV) - Use code to report service interruption and/or Service Recovery if no other problem code is valid. Use Playbook as a reference.
TP	Transit Police	The TP Code will solely be used by the Security Dispatcher. It was built in for that purpose ONLY.	The bus dispatchers should continue using the SC Code when they enter their incidents. This way we can distinguish between the two calls knowing that the incidents with the TP code were titled according to the penal code, based off what the Transit Police Officer assigns it.

Security SubCode Auto Notification List

Code	Subcode	Description
AC	BIKE	Accident with Bike
AC	PAXX	Accident - Passenger Involved
AC	VEHX	Vehicle
AC	FIXD	Accident with Fixed Object
IS	WIDD	Widespread Data Radio Problem
IS	WIDF	Widespread Voice Fallback
IS	WIDU	Widespread Multiple Units
IS	WIDV	Widespread Voice radio problem
RA	BBE	Bus Bridge Event
RA	CC	Close Call
RA	DRMT	Derailment
SC	ASLP	(1) Assault / Physical
SC	ASLV	(1) Assault / Verbal
SC	ATOT	(1) Auto Theft
SC	BMBT	(2) Bomb Threat
SC	FACE	(?) Face Cover/Mask Compliance
SC	FGHT	(2) Fighting
SC	HMCD	(1) Homicide
SC	KIDN	(2) Kidnapping
SC	LRCT	(1) Larceny/ Theft
SC	LSCH	(3) Lost Child
SC	MEDA	(3) Medical Assistance
SC	ROBR	(1) Robbery
SC	SOEX	(2) Sex Offense (Exposure / Tou)
SC	SXOF	(1) Sex Offenses Forcible
SC	WPNS	(2) Weapons (Firearm) - ADD (2) to weapons
SC	TRES	(2) Trespassing (ADD to NOTIFICATIONS)

Table – Do not use; Problem Codes not utilized by Service Provider (BUS):

Code	Description	Code	Description
54	z do not use (was test)	PX	z do not use 10 (was Passenger)
CA	z do not use 2 (was Covert Alarm)	RA	Rail Incidents
F1	z do not use 3, (was Problem F1)	RF	Rail Freight Issues
LC	z do not use 9 (was Location)	RM	Rail Mechanical
MA	do not use 4 (was MobAid)	RP	Rail Platform Issues
MS	do not use 74 (was Miscellaneous)	RS	Rail Signal Issues
MX	z do not use 5 (was Road Mechanical)	RT	Rail Track Issues
PS	z do not use 6 (was Plus Slip)	SD	z do not use 11 (was Service Disruptions)
PT	z do not use 7 (was Pre-trip)	SP	z do not use 12 (was Supervisor)
PX	z do not use 10 (was Passenger)	ST	z do not use 8 (was System Test A)

Table – Subcodes Associated with Codes

OrbCAD Incident Forms require selecting a Code and Subcode. The next three pages list these codes. The following page contains Service Subcodes to be used when data errors are suspected (those with Error or Erroneous in the description.) The final page of Subcodes are those that flow automatically to the Spear Mechanic Workbench in order for the mechanics to be notified of repairs needed for the bus.

*** Security SubCodes that go into Spear as Mechanical** All security incident are able to generate a Maintenance incident in Spear by using the **ACC Tab** and selecting Maintenance. Also, by using the **Service Interruption Tab**.

INCIDENT FORM CODES (white letters, purple background)			
SUBCODES (black letters, white background)			
AC	Accident	SC	Security
PAXX	accident - passenger involved	ARSN	(1) Arson
*For other AC Accident subcodes, see following pages for "Table - Subcodes that Go To Spear Mechanic Workbench". PAXX is only for accidents with <u>no</u> damage to the bus. If a passenger was injured AND the vehicle was damaged, use one of the other AC Accident Codes.		ASLP	(1) Assault / Physical
		ASLV	(1) Assault / Verbal
		ATOP	(1) Auto Burglary
		ATOT	(1) Auto Theft
		HMCD	(1) Homicide
		LRCT	(1) Larceny / Theft
DD	Daily Diary	ROBR	(1) Robbery
CDD	Daily Diary	SXDA	(1) Sex Offenses Attempted
DL	Delay	SXOF	(1) Sex Offenses Forcible
LOTR	late – other	ALDK	(2) Alcohol / Drunkenness
LANI	late - accident bus NOT involved	BMBT	(2) Bomb Threat
LPAX	late - pax load time	CRMT	(2) Criminal Trespass Warning
LSCH	late - scheduling	DISC	(2) Disorderly Conduct
LTRF	late – traffic	DRKD	(2) Drunk Driving
LTRN	late – train	FACE	(?) Face Cover/Mask Compliance
LWEA	late - weather	FGHT	(2) Fighting
		GMBL	(2) Gambling
DT	DETR	KIDN	(2) Kidnapping
DETR	Detour	LLVI	(2) Liquor Law Violations
EA	Emergency Alarm	NARC	(2) Narcotics
	no subcode	SOEX	(2) Sex Offense (Exposure / Tou)
IO	Incident Other	TRSP	(2) Trespassing
OTHR	all other incidents	VAGL	(2) Vagrancy / Loitering
ELAM	False Alarm	VNDL	(2) Vandalism
LF	Lost & Found	WPNS	(2) Weapons
BIKE	Bicycle left on rack	DSOR	(3) Disoriented Pas/Person
ITEM	Item left on bus	FREV	(3) Fare Evasion
LW	Lift/Wheelchair	LSCH	(3) Lost Child
OTHR	all other	LDMS	(3) Loud Music
CHAR	chair inoperable	MEDA	(3) Medical Assistance
LIFT	lift inoperable	MISC	(3) Miscellaneous
ASST	need superv asst	PEUR	(3) Public Exporration/Urination
PULF	pass up - lift not working	RRRT	(3) Rail Road Rocks Thrown
PUSP	pass up - spaces full	RTBS	(3) Rocks Thrown at Bus
PUWH	pass up ADA - cap load	SLAF	(3) Silent Alarm - False
INOP	restraints inoperable	SLPR	(3) Sleepers / Check Welfare
UFIT	pass/chair unfit	SME	(3) Smoking, Eating, Drinking
TP	Transit Police	SPPT	(3) Special Patrol
	Sub-Code to Follow (position pending)	SUSA	(3) Suspicious Activity
		SPKG	(3) Suspicious Package
		VEHT	(3) Vehicle Towing

Table – Subcodes Associated with Codes (continued)

The Service Subcodes include some Subcodes that can be used to notify CMTA of suspected data errors. They are the Subcodes with “Error” or “Erroneous” in the description.

INCIDENT FORM CODES (white letters, purple background)			
SUBCODES (black letters, white background)			
SV	Service	OP	Operator
AVAE*	Auto Voice Announce Data Error	OTHR	emer - other / family (RB)
DSTE*	Destination Sign Data Error	SICK	emer - sick need relief (RB)
BLKE*	Block Sign Data Error	INJR	emer -injured (RB)
DMSE*	Dynamic Message Sign Error	PADL	need paddle info
OTHR	all other	RELF	no relief operator
CFLW	Caught by follower	SUPV	request supervisor
CLDR	Caught leader	EROR	operator error
DRPO	Drop off only	EALM	False Alarm
ERNS*	Erroneous No Show		*Use the Service Subcodes with "Error" or "Erroneous" in the description to communicate to CMTA data that appears to be wrong compared to the activity occurring in the field. CMTA staff runs reports against these codes to investigate and correct data errors.
EERL*	Erroneous Early		
ELAT*	Erroneous Late		
EOFR*	Erroneous Off Route		
FBER*	Farebox Error		
LBST	labor shortage		
OFYS	off route - need assist		
OFNO	off route - no assist needed		
PUCP	pass up - cap load		
PUST	pass up - stop obstruct		
VSHT	vehicle shortage		

Table – Subcodes That Go To Spear Mechanic Workbench

Use these codes when the bus requires repair by the mechanics. They will automatically flow to the Spear Mechanic Workbench.

INCIDENT FORM CODES (white letters, purple background)			
SUBCODES (black letters, white background)			
AC	Accident	AC	Accident
BIKE	accident with bike	XCNT	external contact
FIXD	accident with fixed object	PEDD	pedestrian involved
OTHR	all other	VEHX	Vehicle
*The AC Accident subcode PAXX Passenger does NOT go to the Spear Mechanic Workbench. PAXX is only for accidents with no damage to the bus. If a passenger was injured AND the vehicle was damaged, use one of the other AC Accident Codes above.			
MR	Mechanical Route	MY	Mechanical Yard
AIRP	air pressure	AIRP	air pressure
OTHR	all other	OTHR	all other
ANNU	annunciation system	ANNU	annunciation system
BATT	Battery	BATT	Battery
BHZD	biohzd-nd cleanup	BODY	Body
BODY	Body	BRKE	brakes
BRKE	Brakes	CLIM	climate control
CLIM	climate control	DSGN	destination sign
DSGN	destination sign	DOOR	Door
DOOR	Door	ENGN	engine
ENGN	Engine	FBOX	farebox
FBOX	farebox	LEAK	fluid leak
LEAK	fluid leak	FUEL	Fuel
FUEL	Fuel	GAGE	gauges
GAGE	Gauges	HORN	Horn
HORN	Horn	LIGT	lights
LIGT	lights	MROR	mirror
MROR	mirror	NOST	No start
NOST	No start	SEAT	Seat
SEAT	Seat	STER	steering
STER	steering	SUSP	suspension
SUSP	suspension	TRNY	transmission
TRNY	transmission	BLFT	wheelchair lift
BLFT	wheelchair lift	WHEEL	wheels/tires/rims/lugs
WHEEL	wheels/tires/rims/lugs	WIPR	wipers
WIPR	wipers		
IS	ITS Equipment	IS	ITS Equipment
DATA	Data Only	RADR	No Radio RX
FBAK	Fallback	RADS	No Radio Sound
GPS	GPS Down	RADK	No Radio Speaker All Calls
EALM	False Alarm	RADT	No Radio TX
RBTH	Hard Reboot to Reset MDT	RBTF	Re-Boot Fast
MDTB	MDT Button Problem	RBTS	Re-Boot Slow
MDTP	MDT Display Problem	**Widespread	
MDTD	MDT Dead	WIDD	
MDTE	MDT Error Other	WIDU	Widespread Data Radio Problem
MDTL	MDTL MDT No Logoff	WIDF	Widespread Multiple Units
LOGN	No log-on	WIDV	Widespread Voice Fallback
LOGI	No log-on Info Error	WIDV	Widespread Voice radio problem
**Only use 4		WIDV	Widespread Voice radio problem

PROCESS NAME

OrbCAD Remote Reboot Process

PURPOSE

To define the procedures that Service Provider Dispatch staff uses to identify and correct OrbCAD system issue that requires that a remote reboot that will reset the MDT.

BACKGROUND

ITS OrbCAD Vehicle Equipment issues include anything affecting the performance of the Mobile Data Terminal (MDT), Global Positioning System (GPS), (IVU) components on board revenue vehicles that on occasion would become non-responsive and/or impedes the availability of a revenue vehicle for transportation services.

POLICY & RELATED DOCUMENTS

DOCUMENT	LOCATION
Safe Vehicle Process	Safety Vehicle Process

PROCESS OWNER

1. Operations and Maintenance Oversight
2. Service Provider (BUS)

PROCEDURES

This procedure helps identify the process and communication steps taken to pro-actively identify Vehicle Status Issues, implement corrections, notify affected departments, and resolve in a timely manner to ensure vehicle equipment is repaired as soon as or soon after an issue is identified. Additionally, this procedure specifically helps relays the process by which the dispatch staff will proactively identify when a reboot of the IVU system is necessary.

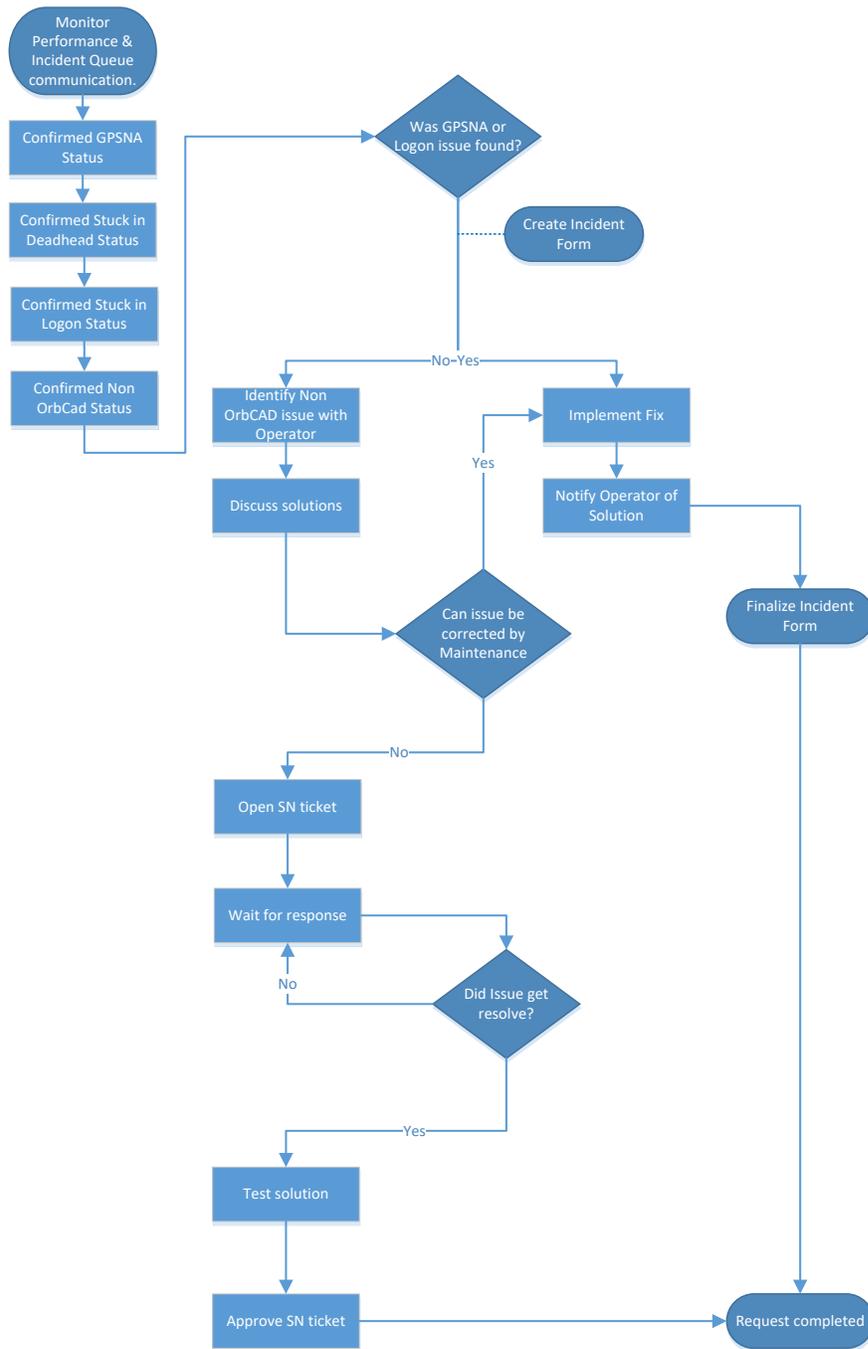
1. Monitor Performance Queue Screen
 - a. Performance Status to confirm GPSNA issues
 - b. Performance Status to confirm Deadhead issues (stuck in) status
 - c. Performance Issue to confirm Logon (stuck in) status
2. Monitor Incident Type Screen Request to Talk (RTT) that is used to report mechanical problem with Data Messages.
 - a. Inability to send Canned messages due to MDT issue.
3. Incident Form should be created prior to performing Remote Reboot procedure.
 - a. Incident Form shall list the problem code (IS) and sub-code GPS or MDTP.
4. Determination to Process Remote Reboot feature
 - Perform a Remote Logon/Logoff from the Dispatch console
 - If issue remains, proceed to use the Remote Reboot feature
 1. Select the Vehicle Listing icon which opens the vehicle window that lists all vehicles.
 2. Find the Vehicle that is in the GPSNA or has the Deadhead or Logon (Stuck In) status.
 3. Locate the "Remote Reboot" option listed in bold letters.

4. Vehicle must remain "on"; Radio Dispatcher will then select "Remote Reboot" to initiate feature.
5. Once the "Remote Reboot" is initiated the dispatcher at first will not see any different on their end until the reboot process is complete.
6. The Performance Queue will update the vehicle status.
7. As the MDT go into the reboot process the operator will witness a blank screen for approximately .15 seconds as the MDT reboots
8. In another 15 to 30 seconds, the MDT screen will start to reboot. Operator and Dispatcher should not interfere with the system. In about 5 more minute's system should be fully restored.
9. Once the system is restored, log on information will be retained.
10. At this point Dispatcher,
 1. should see a change in status in the Performance Queue indicating that the vehicle equipment is fully functional.
 2. Notify Operator that the system was Remote Rebooted

This procedure is only meant to address Remote Reboot for GPSNA and MDT, Deadhead and Logon (stuck in) status. OrbCAD issues are not a reason to use the Battery Shut Down. Battery Shutdowns are only for extreme cases. Please refer to Safe Vehicle Operations.

PROCESS FLOW

Troubleshooting Vehicle Status Issues



CAD Detour Dissemination to Operators

PURPOSE:

To define the procedure to be taken by contractors and CMTA staff when communicating detours to operators via the OrbCAD system.

DEFINITION:

Detours are a deviation from the course of a normal service route. This procedure provides a consistent process for communicating detours to all contractor operators in order to ensure that the data is accurate and reliable to measure and report on contractor performance.

POLICY

To ensure contractors are using the same methods to communicate detours to contractor operators through the OrbCAD system

PROCEDURE

Service Providers are required to communicate all detour information using the Store & Forward and Data Call Messages tool.

1. Detours longer than a day are define as “Long Term Detours”
2. Detours a day or less are define as “Short Term Detours”.

In the OrbCAD system, all Long Term Detours are communicated to the operator using the Store & Forward tool.

In the OrbCAD system, all Short Term Detours are communicated to the operator using the Data Call Messages tool.

All detours long or short must include the following lead canned message “**Detour Alert:**”. The dispatcher is required to request an acknowledgement from the operators.

Operators should send a canned message “PAX RQSTS INFO” to Radio Dispatch to request transfer information from non-detour routes to known detour routes.

Example:

(**Detour Alert:** Eastbound – RTE4 From 7th L-PV R-Lyons R-Tillery)

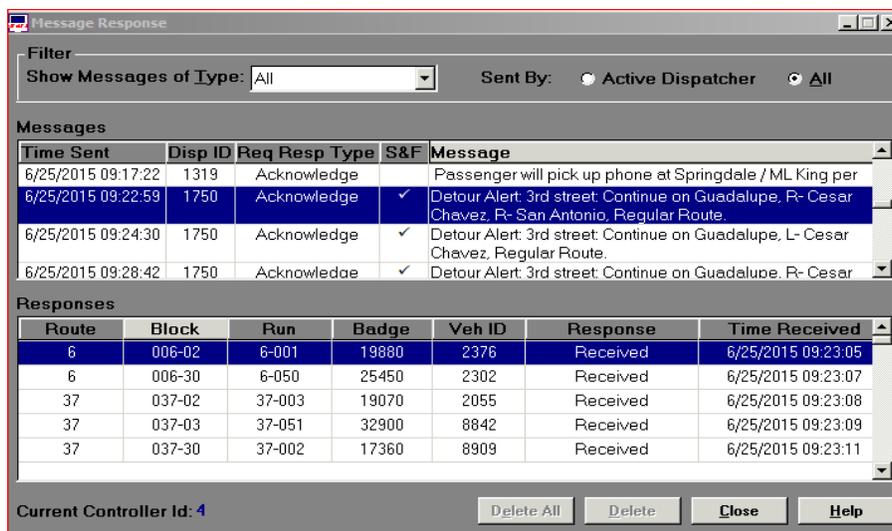
The screenshot shows the 'Data Call' window with a list of canned messages. Message 23, 'Detour Alert', is selected. The 'Message To Send' field contains the text 'Detour Alert: Eastbound RTE4 L-PV7 R-Lyons R-Tillery L 5th L-Shady LN R-7th back on reg route'. The 'Message To Send' field is circled in red. A callout box points to message 23 with the text 'Canned Messages # 23 - Detour Alert:'. The 'Message To Send' field has radio buttons for 'No Response', 'Acknowledgement', and 'Yes/No Response', and a checked checkbox for 'Store and Forward'.

Data Call Management

Step-by-Step procedures are reference in the Xerox Dispatcher Manual CMTA-UM0201 Rev B – November 19, 2013 chapter six. [Xerox OrbCAD Dispatcher](#) Rev E - July 21, 2019 [Revised OrbCAD Dispatcher and Supervisor Manual](#)

Detour Monitoring:

Service Providers should ensure that all operators acknowledge the Detour Alert sent to the specified routes. Use the Data -Message Response Tool or Infoview - Fixed Route- “CMTA Daily Detour Messages to Operators” or “CMTA Dispatcher All Messages to Operators”.



The screenshot shows the 'Message Response' window. At the top, there is a 'Filter' section with 'Show Messages of Type' set to 'All' and 'Sent By' set to 'All'. Below this is a table of 'Messages' with columns: Time Sent, Disp ID, Req Resp Type, S&F, and Message. The messages are dated 6/25/2015 and all have 'Acknowledge' as the response type. Below the messages is a 'Responses' table with columns: Route, Block, Run, Badge, Veh ID, Response, and Time Received. The responses are all 'Received' and dated 6/25/2015. At the bottom, there is a 'Current Controller Id: 4' and buttons for 'Delete All', 'Delete', 'Close', and 'Help'.

Time Sent	Disp ID	Req Resp Type	S&F	Message
6/25/2015 09:17:22	1319	Acknowledge		Passenger will pick up phone at Springdale / ML King per
6/25/2015 09:22:59	1750	Acknowledge	✓	Detour Alert: 3rd street: Continue on Guadalupe, R- Cesar Chavez, R- San Antonio, Regular Route
6/25/2015 09:24:30	1750	Acknowledge	✓	Detour Alert: 3rd street: Continue on Guadalupe, L- Cesar Chavez, Regular Route.
6/25/2015 09:28:42	1750	Acknowledge	✓	Detour Alert: 3rd street: Continue on Guadalupe, R- Cesar

Route	Block	Run	Badge	Veh ID	Response	Time Received
6	006-02	6-001	19880	2376	Received	6/25/2015 09:23:05
6	006-30	6-050	25450	2302	Received	6/25/2015 09:23:07
37	037-02	37-003	19070	2055	Received	6/25/2015 09:23:08
37	037-03	37-051	32900	8842	Received	6/25/2015 09:23:09
37	037-30	37-002	17360	8909	Received	6/25/2015 09:23:11

Use the Administration Store & Forward Tool to ensure all known detours are being saved/sent accurately.

OrbCAD Process for EA Non-Operational:

All EA Non-Operational alerts will require an incident form “Mech” and the vehicle should be considered inoperable and require a change out. Vehicle with an EA equipment failures should not be allowed in service.

Steps to create the incident form for ESQT failure for EA non-operational appears

1. The vehicle must not be downed immediately, followed by a change-out until maintenance attends to the failure
2. Dispatcher will generate an Incident form, Problem Code MY or MR, Sub code EALM
3. A work order (WO) will auto generated in Spear with the vehicle status as “down”

Standard Extra Service Types: (Naming Conventions)

- Queue Bus (496, 498, 499) – Service type that is used for supplemental & recovery service to prevent negative customer impact.
*DT Station Queue Bus (467, 468)-Service type that supports the downtown station shutdown.
- Extra Work (EW) (494, 495)- Supplemental service types that supports scheduled routes.
- Specials (SR) (494, 495) – Additional service types that do not have scheduled routes.
- Special Training (TR) – Service type is used to identify vehicle use for training.

Queue Bus (QBUS)– runs that are pre-loaded to automatically show up in Trapeze with specific run and block times. In Trapeze OPS, Yard Management and Daily Activity blocks and runs should be split to manage vehicle and operator assignments.

Examples of Built Queues Blocked Timed:

	<u>Block</u>	<u>on</u>	<u>off</u>
1.	496-30	5:30:00	9:30:00
2.	496-31	5:45:00	9:45:00
3.	498-90	15:30:00	19:30:00
4.	499-30	5:45:00	9:45:00
5.	499-90	15:30:00	19:30:00

Downtown Queue Bus – runs that are pre-loaded to automatically show up in Trapeze and includes specific run and block times. The DT Queues will support the downtown station shutdown. **Temporary service type during downtown rail station shut down.*

Examples of DT Queue Bus:

	<u>Block</u>	<u>on</u>	<u>off</u>
1.	467-30	5:45:00	9:45:00
2.	468-90	15:30:00	19:30:00

Queue Bus Recovery- (QR) runs that are manually created in Trapeze to use for recovering service. In Trapeze create Extra Work/Special Q. In OrbCAD use proper Run sequence assigned to each garage.

Examples of manual Queue Bus:

	<u>Block</u>	<u>on</u>	<u>off</u>
1.	QR 496	24:00	24:00
2.	QR 498	24:00	24:00
3.	QR 499	24:00	24:00

Queue Bus Run Sequences:

East 5 th garage (QR) 496060 to 496063 (Built Q) 496030 to 496076	NOPS garage (BRT) Built 49830 to 498030 (QR) 498060 to 498062 (FRS/UT) 499001 to 499002 (QR) 499060 to 499062 (DT Station Shutdown) 467030 to 468092
--	---

Extra Work (EW), Supplemental service for a schedule route that require additional trips. Use EW followed by the route/blk that is being covered. Not to be confused with service recovery.

Examples:

1. EW 3-01
2. EW 7-02
3. EW 1001
4. EW 10-01

Specials (SR) - special requests or events **not** preloaded as a planned event in the Schedule load. Use SR followed by the event name provided by Service Impact staff. In Trapeze Create Extra Work/Special Q. In OrbCAD use proper Run sequence assigned to each garage.

Examples:

1. SR BUS BRIDGE
2. SR COLD
3. SR EVAC
4. SR LAGO

Special Training (TR) – used specifically by the training department. In Trapeze create Extra Work/Casual. In OrbCAD use proper Run sequence assigned to each garage.

Example

1. TR TRNG
2. TR RETN

Training Run Sequences:

East 5 th garage Training 710001 to 710010	NOPS garage Training FRS/UT 760001 to 760005 BRT 761001 to 761005
---	---

OrbCAD Special Event, Mechanics, and Training

PURPOSE:

To define the OrbCAD Special Event procedure taken by the service providers' Dispatch, Training and Vehicle maintenance staff when utilizing a bus for special events, training and/or road calls conducted.

DEFINITION:

Special Event Route/Block/Run refer to unique numbers assigned, used by garage for special events and other non-revenue use. All personnel should log on to a bus while on the street.

Dispatcher are responsible to ensure that both Trapeze and OrbCAD work assignments match the vehicle and operator's assignments. A pattern should be used to display the Destination signs and announcements. GFI should have proper route information.

East 5th Garage:

Category	Run Sequence
SR & EW	4940001 to 494045
Queue Bus	496030 to 496092 Built
Training	710001 to 710020
Veh Maintenance	720001 to 730005
Security	762001 to 762008

North Operations Garage:

Category	Run Sequence
SR & EW	495001 to 495045
Rail Queue support only	467030 to 468092 Built
Queue FRS/UT	499001 to 499002 Built
Queue Bus BRT	498030 to 498090 Built
Training	760001 to 760005
Training BRT	761001 to 761005
Security	763001 to 763008
Veh Maintenance	771001 to 776003

Process

OrbStar Manually Enter Data:

Select the button that corresponds to the Logon option.

The LOG ONTO THE SYSTEM screen is displayed.

Select the Logon button again, and the Logon Data Entry screen is displayed.

Logon Data Entry

To Logon:

Use ARROW button to select operator, Trainee or Mechanic number row, use ARROW Button up/down function to select digit in highlighted field, use ARROW Button right/left function to select a different field. After entering operator ID, use ARROW button to move to run number row, use ARROW Button up/down function to select digit in highlighted field, use ARROW Button right/left function to select a different field. Once all fields are correct, press the enter button.

NOTE: All fields must contain a number entry to successfully logon.

If a logon attempt is unsuccessful, the reason for the failed logon displayed in the System Status field and LOGON displays on the home screen.

See the OrbStar Operator Manual for a complete list of Failed Logon Messages.

Performance Queue									
Route	Block	Status	Dev	HDev	Delta	VID	Badge	Last TP	
494	494001	LOGOFF	0			0	0		
494	494002	LOGOFF	0			0	0		
494	494003	LOGOFF	0			0	0		
494	494004	LOGOFF	0			0	0		
494	494005	LOGOFF	0			0	0		
494	494006	LOGOFF	0			0	0		
494	494007	LOGOFF	0			0	0		
494	494008	LOGOFF	0			0	0		
494	494009	LOGOFF	0			0	0		
494	494010	LOGOFF	0			0	0		
494	494011	LOGOFF	0			0	0		
494	494012	LOGOFF	0			0	0		
494	494013	LOGOFF	0			0	0		
494	494014	LOGOFF	0			0	0		
494	494015	LOGOFF	0			0	0		
494	494016	LOGOFF	0			0	0		
494	494017	LOGOFF	0			0	0		
494	494018	LOGOFF	0			0	0		
494	494019	LOGOFF	0			0	0		
494	494020	LOGOFF	0			0	0		
494	494021	LOGOFF	0			0	0		
494	494022	LOGOFF	0			0	0		
494	494023	LOGOFF	0			0	0		
494	494024	LOGOFF	0			0	0		
494	494025	LOGOFF	0			0	0		
494	494026	LOGOFF	0			0	0		
494	494027	LOGOFF	0			0	0		
494	494028	LOGOFF	0			0	0		

Figure 1

Cheat Sheet refers to the excel documents that can be used as a tool to associate the OrbCAD and Trapeze Special routes. This is an optional tool created to help both Run and Radio dispatchers associate the ITS routes with the Trapeze Routes. Tailor the “Cheat Sheet” to suite each special event by the Trapeze work name as well as the start and end time. The ITS Route/Block/Run will remain constant as it is a stand-alone OrbCAD assignment.

Friday				
Route	ITS Run/Block	Trapeze Work Nam	Start	End
495	495001	495-01/01	17:15	23:25
495	495002	495-01/02	17:15	23:25
495	495003	495-01/03	17:15	23:25
495	495004	495-01/04	17:15	23:25
495	495005	495-01/05	17:15	23:25
495	495006	495-06/01	17:45	23:25
495	495007	495-06/02	17:45	23:25
495	495008	495-06/03	17:45	23:25
495	495009	495-06/04	17:45	23:25
495	495010	495-06/05	17:45	23:25

Figure 2

Special Events that Requires Cross Agency Communications: Access to Com3 is use for Special Events such as SXSU, and ACL as well as, Special Events, which require cross agency communication. Service Providers will be required to submit a ServiceNow (SN) ticket to enable access to COM3_SP for cross communication. Within the ServiceNow request the event type, start, and end dates of the Special Event is mandatory. The request will follow the CMTA authorization process, once approved, temporary access will then be granted to the designated Radio Dispatchers for the dates listed and will cease once the Special Event end.

Work Assignment for Specials refers to the filtered Route/Block/Run for a specific work view in the performance queue. Each contractor has an assigned work assignment.

1. CM_COM3_SP1-East 5th
2. CM_COM3_SP2- North Ops

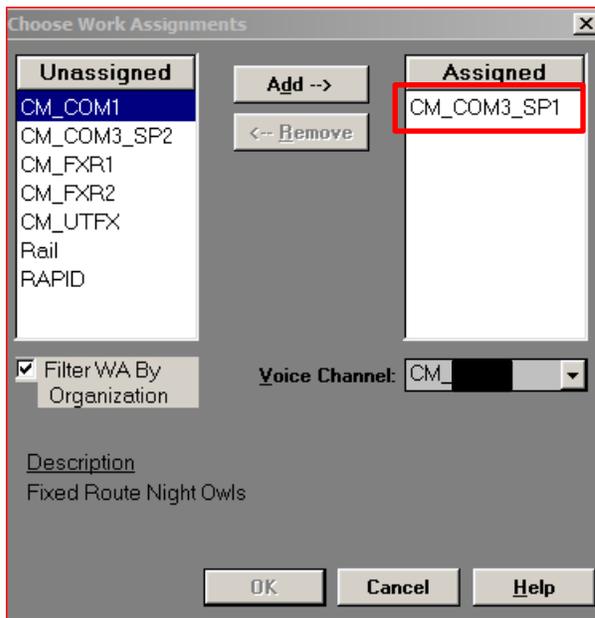


Figure 3

POLICY to identify the OrbCAD special routes (ITS Route/Block/Run) that are associated with the Trapeze “ExtraWork” assignment, in order to associate the operator with the vehicle. Operators assigned to Special Event routes will be unable to use their swipe card on an OrbCAD-equipped vehicle.

Note: When creating Extra Work in Trapeze OPS try to avoid inconsistency naming of the work name. Using a unified naming such as the 495-01 or 494-01 will make it easier to associate the work.

Definitions:

All Calls (Voice) refers to OrbCAD Open sky radio voice call, currently separated by agency. This requires that each organization make all calls to their own employees and operators.

Destination sign (manual) refers to destination sign manually updated for special events using the three-digit sign code.

Dynamic Messaging Signs (DMS) refer to the display sign located at Capital Metro stations.

Farebox green button refers to the operator having to push the green button every hour to prevent the farebox from logging off. Otherwise the ITS system will logoff.

PROCEDURE:

1. Create Extra work in Trapeze using the Cheat Sheet as a guide
2. Activate the Day in Trapeze and assign vehicle and operator to the extrawork
3. Provide the operator with the OrbCAD Route/Block/Run assigned to the specific run
4. Operator must manually logon using the MDT OrbStar Home Screen:
 - i. Select the soft key LOGON option.
 - ii. Select LOGON option again for the Data Entry screen to appear.
 - iii. Use arrow button to move left or right. Enter badge ID and Run/Block number.
 - iv. Press Enter.

Due to the system limitation, the operator will need the OrbCAD route number associated with his vehicle and instructed to logon manually.

- v.
 5. Dispatchers may remote logon the operator if necessary.
 - i. Select the Special work assignment and Radio Channel
 - ii. Identify the special route number using Trapeze and/or the Cheat Sheet tool
 - iii. From the OrbCAD Performance Queue - Right Click
 - iv. Select logon
 - v. Enter Run, vehicle and operator
 - vi. Click OK

This will logon the vehicle and operator. In Trapeze, you will find the Operator and vehicle assignments listed as normal. However, the Route/Blocks/Run in Trapeze are not linked to the OrbCAD system, thus the reason for the manual logon. To help associate the two systems it is highly recommended that the Route/Block/Run is included in the "Comment" field in the Daily Activity Screen. By adding the Route/Block/Run here, it will help in easily identifying the vehicle and operator. The Trapeze system provides sign-on and sign-off times which will also help with the ease of identifying the Run/Block activity.

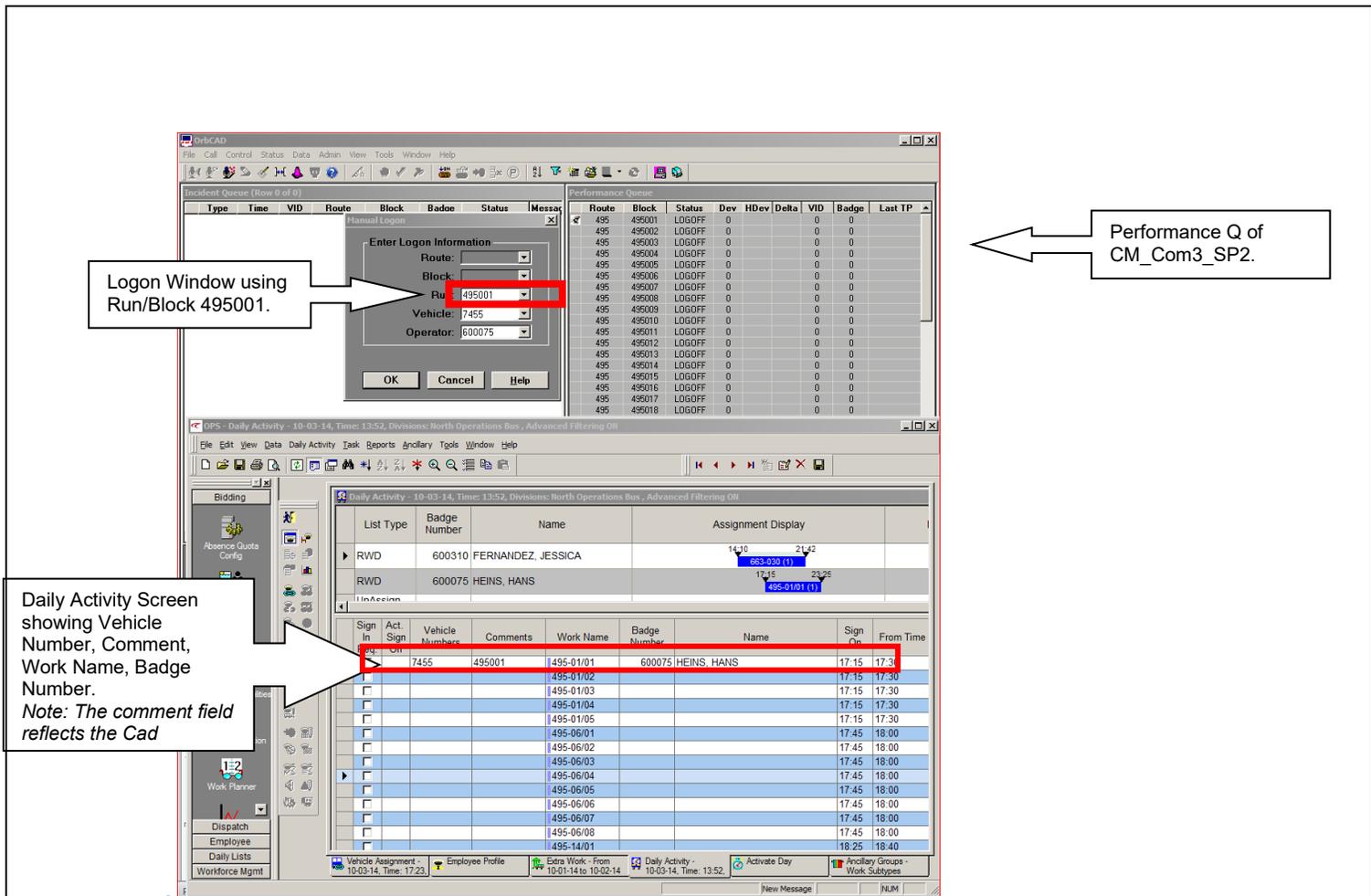


Figure 4

If the vehicle is not OrbCAD-equipped, then the logon process described in this document will not work.

Dynamic Messaging Signs (DMS)

PURPOSE:

To define the Capital Metro policies for the proper use of Dynamic Messaging Signs (DMS). DMS at MetroRapid Stations provide passengers with schedule information, Real Time Arrival information, and other special messages to include delays and closures.

Procedures

Follow the listed guidelines:

1. No inappropriate language is permitted on the signs.
2. Keep the message short. Prefer signs to be in English and in Spanish.
3. Display only pertinent information on these signs:
 - a. **Bus stop closed for (Name of event, construction, etc.) Catch bus at -----.**
4. Place additional instructions on the sign:
 - a. **Go to Alterra Way at Esperanza.**
5. Look for CapMetro van for instructions.
6. When closing bus stops on the DMS,
 - a. Always select **High Priority**.
 - b. Do use Normal Priority as it shows the arrival times, and could cause confusion.
7. Always include Start and Stop times for activating messages in the Frequency Section.

OrbCAD Downtime Procedures

PURPOSE:

To define the procedure to be taken by service provision dispatchers in the event of OrbCAD/AVL system planned or unplanned downtime.

DEFINITION:

Default Voice Channel associates a vehicle with its primary voice channel. Primary voice channel is utilized for vehicle voice fallback and call targeting. This field is set upon vehicle power up when the value programmed into the VLU is reported over-the-air to the fixed-end.

Planned Downtime refers to scheduled downtime planned in advance for either routine system maintenance or system upgrade purposes. Planned downtime usually occurs at night and as needed to minimize dispatcher and service workflow.

Unplanned Downtime refers to unexpected downtime due to system, equipment, and/or network failure that prevents normal workflow and impacts service for the public. Unplanned downtime must be addressed immediately.

Partial Downtime refers to unexpected partial downtime of the OrbStar equipment, and/or network failure that prevents the normal workflow and impacts service for the public. Unplanned downtime must be addressed immediately.

Voice Fallback In the unlikely event that there is a total data message communications failure, the OrbStar will display “VOICE FALLBACK”. The vehicle operator can pick up the handset to communicate directly with the Dispatch Office via voice radio without having to request a voice call using the RTT or PRTT key. Until normal radio communications are restored, the vehicle operator can communicate with the Dispatch Office via voice only.

During Voice Fallback Mode, the MDT subsystem continues to attempt to re-establish data communications with the Fixed-End subsystem. When data communications is restored, the Voice Fallback Mode status messages are cleared from the screen.

Radio Talk Groups

Red indicates the Voice Fallback Channels.

1/27/2020					
Dept Name:	ITS Transit	BUS SUPERVISOR_NRV and Handheld (Contractor ONLY)			
Personality Name:	O4ITSTRANSIT	04SUPER			
Profile Name:	ITS_T	BUS_GRP	2910GRP	9315GRP	MANTGRP
Knob		Combined	2910_South	9315_North	Maint_GRP
5	CM_FXR1	CMMANTN	CM_FACM	CM_FACM	CM_SUP1
6	CM_FXR2	CMBRT1	CM_FXR1	CMBRT1	CM_SUP2
7	CM_FXR3	CMBRT2	CM_FXR2	CMBRT2	CMSECUR
8	CM_FXR4	CMBRT3	CM_FXR3	CMBRT3	CM_COM1
9	CM_FXR5	CM_FXR1	CM_FXR4	CM_FXR4	CM_COM2
10	CMBRT1	CM_FXR2	CM_FXR5	CM_FXR5	CM_COM3
11	CMBRT2	CM_FXR3	CM_COM1	CM_COM1	CM_COM4
12	CMBRT3	CM_FXR4	CM_COM2	CM_COM2	CMALARM
13	CMSECUR	CM_FXR5	CM_COM3	CM_COM3	CM_EOC
14	CMALARM	CM_COM3	CM_COM4	CM_COM4	
15	CM_EOC	CMALARM	CMALARM	CMALARM	
16	CM_NULL	CM_EOC	CM_EOC	CM_EOC	

Capital Metro Open Sky Personalities									
Super Supervisor									
04SUSUP									
SEC_GRP	SEC_BUS	SEC_RAIL	BUS_GRP	2910GRP	9315GRP	MANTGRP	RAILGRP	MA_MGTS	CARTSGRP
Tier1_Combi	Tier 2_BUS	Tier 3_RAIL	Combined	2910_South	9315_North	Maint_GRP	RAIL	M_ACCESS	CARTS
CM_RCML	CM_FXR2	CM_RCML	CMMANTN	CM_FACM	CM_FACM	CM_SUP1	CMRYRD2	CM_NBS	CMALARM
CM_SBS	CM_FXR3	CM_RSUP	CMBRT1	CM_FXR1	CMBRT1	CM_SUP2	CMRDISP	CM_NBM	CM_EOC
CM_NBS	CM_FXR4	CM_RMWC	CMBRT2	CM_FXR2	CMBRT2	CMSECUR	CM_RMWC	CM_SB1	
CM_COM1	CM_FXR5	CM_RFML	CMBRT3	CM_FXR3	CMBRT3	CM_COM1	CM_RFML	CM_SB2	
CM_COM2	CMBRT1	CM_RUPI	CM_FXR1	CM_FXR4	CM_FXR4	CM_COM2	CM_RUPI	CM_SB3	
CM_COM3	CMBRT2	CM_COM3	CM_FXR2	CM_FXR5	CM_FXR5	CM_COM3	CM_RAIL	CM_SBS	
CM_COM4	CMBRT3	CM_MAAL	CM_FXR3	CM_COM1	CM_COM1	CM_COM4	CM_COM3	CM_SBM	
CM_MAAL	CM_COM1	CMALARM	CM_FXR4	CM_COM2	CM_COM2	CMALARM	CMALARM	CMPARAS	
CMALARM	CM_COM3	CM_EOC	CM_FXR5	CM_COM3	CM_COM3	CM_EOC	CM_EOC	CMMASTY	
CM_EOC	CM_MAAL		CM_COM3	CM_COM4	CM_COM4			CM_COM3	
	CMALARM		CMALARM	CMALARM	CMALARM			CM_MAAL	
	CM_EOC		CM_EOC	CM_EOC	CM_EOC			CM_EOC	

NOTE: While in Voice Fallback Mode, vehicle operator will hear other vehicles calls over the voice radio.

POLICY

To minimize service delivery disruption to our customers and workflow disruption to our dispatchers, Capital Metro has established the following procedures to address OrbCAD/AVL system downtime.

PROCEDURES

Planned Downtime:

1. Service providers will receive a minimum of 2 hours e-mail notification prior to a planned downtime that includes an estimated duration of the planned downtime
2. Dispatchers will continue the use of Trapeze and follow paper manifests/headway schedules during planned downtime if needed
3. Dispatchers will communicate with operators via system voice fallback and/or telephone/radio
4. Operators will communicate with dispatchers via system default voice channel utilized for vehicle in voice fallback. A voice fallback message appears in the System Status field during test communications failure

To talk with the Radio Control while in Voice Fallback mode:

- Pick up the handset.
- Listen to confirm communications are clear.
- Press the handset key to talk.

- Release the handset key to hear a response. Complete the call by hanging up the handset.
5. Once system has been restored, all vehicles will re-download their route information
 6. Downtime in excess of 1 hour:
 - a. In addition to the steps above; dispatchers will print all available routes scheduled for the next day
 - b. Dispatchers will print cross reference reports and keep copies saved locally to desktop
 - c. Print OPS sign-in log for the day
 - d. Coordinate with Vehicle Maintenance on the vehicle up/down list, and print out ONE master copy of list that will serve as dispatch's master log

Unplanned Downtime:

1. Service providers may or may not receive immediate notification of **unplanned downtime** which may or may not include an estimated duration of downtime
2. Dispatchers will use Trapeze, paper manifests, and headway information to continue providing service
3. Dispatchers will communicate with operators via system voice fallback and/or telephone/radio
4. Operators will communicate with dispatchers via system default voice channel utilized for vehicle in voice fallback. A voice fallback message appears in the System Status field during test communications failure

To talk with the Radio Control while in Voice Fallback mode:

- Pick up the handset.
 - Listen to confirm communications are clear.
 - Press the handset key to talk.
 - Release the handset key to hear a response. Complete the call by hanging up the handset.
5. Service incidents will be documented in an excel spreadsheet to be entered after system has been restored
 6. Dispatch will keep management updated via e-mail, telephone, and or radio system from the time downtime occurred until system has been recovered
 7. Keep vehicle maintenance apprised of the situation for vehicle status updates if needed

Unplanned Partial Downtime:

1. Service providers may or may not receive immediate notification of **partial downtime** which may or may not include an estimated duration of downtime
2. Dispatchers will use Trapeze, to monitor the block and operator assignments, to continue providing service
3. Dispatchers will communicate with operators via system voice fallback and/or telephone/radio
4. Service incidents will be documented and entered into the OrbCAD system as normal

5. Dispatch will keep management updated via e-mail, telephone, and or radio system from the time downtime occurred until system has been recovered
6. Keep vehicle maintenance apprised of the situation for vehicle status updates if needed

Downtime Communication Plan

Service providers will receive e-mail communication from the IT department a minimum of 2 hours prior to any scheduled **Planned Downtime** to allow enough time for contractors to prepare accordingly.

In the event of **Unplanned Downtime that has not been reported by the IT Department**, contractors are to follow the IT Escalation Process and contact their management immediately after:

Priority	Description	Example
Urgent	Full or partial system is unavailable or unusable, no acceptable workaround exists CAN CALL AFTER-HOURS SUPPORT (512-389-7570)	Application unusable – adversely affecting service
High	Full or partial system degradation that impacts production and needs immediate attention, workaround may exist CAN CALL AFTER-HOURS SUPPORT (512-389-7570)	Cannot access application locally at workstation or through Citrix
Medium	Full or partial system degradation that impacts one or more users, workgroups or business units that can be sustained for several days DO NOT CALL AFTER-HOURS SUPPORT	Cannot print specific reports
Low	Minor impact and a fix can be scheduled at a later date DO NOT CALL AFTER-HOURS SUPPORT	Cannot run non-operational report

Service providers may or may not receive an **Unplanned Downtime** e-mail communication from the IT department when the system is down abruptly. In these cases, and as soon as the IT EADS area is made aware of the situation, they will work diligently to correct the issue and immediately upon system recovery, inform all dispatch areas affected of system recovery.

Recovery

The following procedures are the steps to be performed after the system has been restored. The primary focus is on data entry and how operations will continue until the system is current. There needs to be a recovery procedure for each critical function the application supports, indicated below.

Data entry can have a large impact on manpower once the OrbCAD/AVL system is recovered. In many cases additional manpower may be required based on the length of the disruption. It is left to the Department Manager’s discretion to assess and provide additional resources during the recovery period.

1. Enter all service incidents that occurred during downtime into system
2. Ensure vehicles are properly logged in to proper routes
3. Ensure data and voice communication is available to vehicles and operators
4. Ensure vehicles are visible in AVL maps
5. Ensure system is providing correct time points and service information

Destination and Announcements

Purpose:

To provide vehicle (bus) signage's and announcements for the CMTA customers on Fixed Route services.

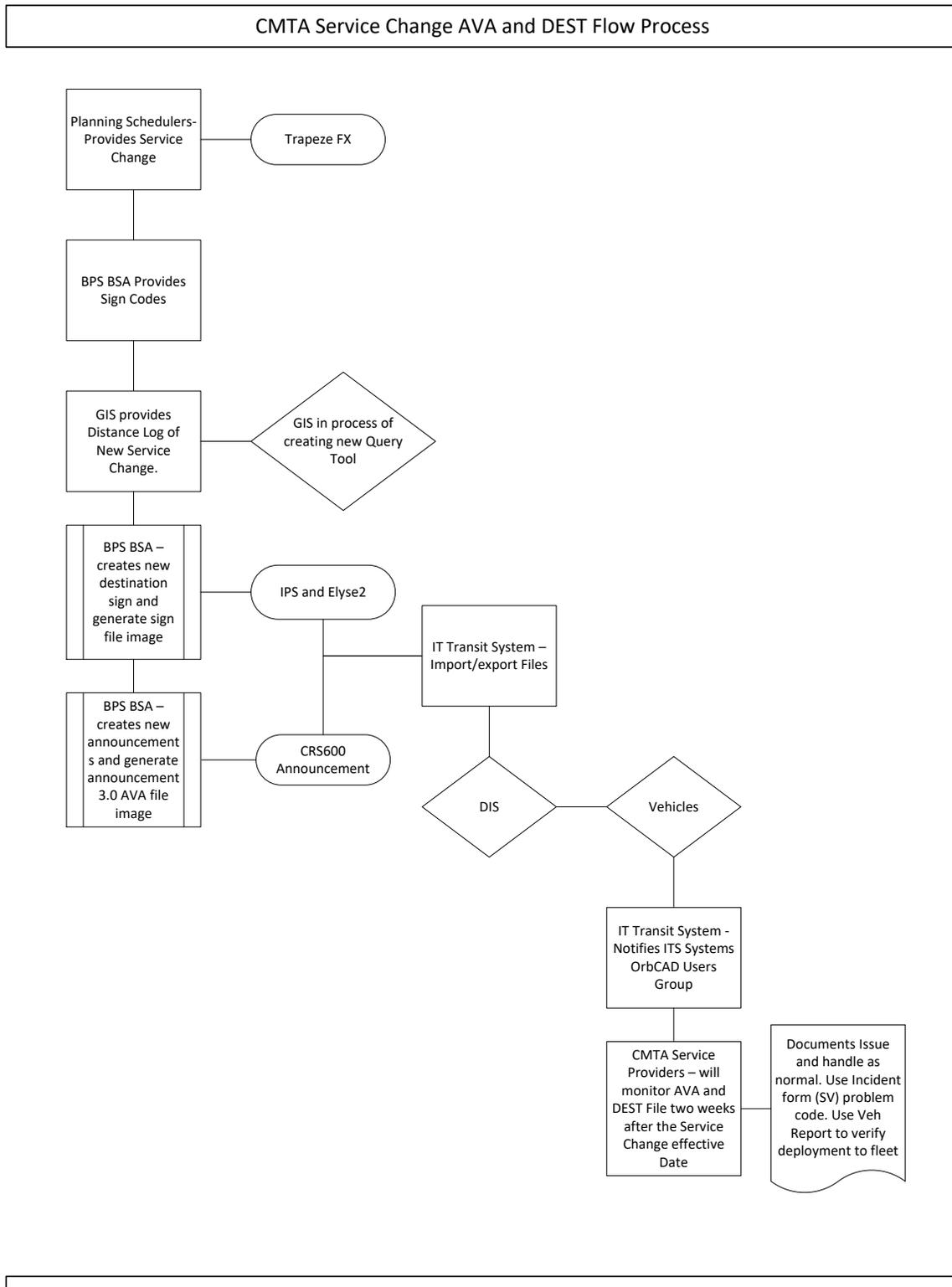
Definition:

The ITS System impacts the MDT, IVU and OKD units located on the vehicles and are updated as necessary to make changes to the sign and announcement files. The image files created on a XP computer maintained by the Bus and Para Transit Group.

Procedures:

- The list of changes will be added to the K:\Drive for the BUS contractor to view each time an update is push out to the fleet. An email announcement is also sent to ~All including the BUS contractor.
- The ITS bulletin board will be updated to include the files that are uploaded.
- The contractors must verify after each upload that the changes are working properly and accurately. To verify each contractor will need to send a data message a week after the upload is process. The data message should specifically target the routes impacted by the upload. In addition, the contractor is required to request an acknowledgment from the operator or supervisor stating that the issues are corrected. If any problems remain, instruct the operator or supervisor to report the issue to the Dispatcher. The "Troubleshooting" process should be followed. Fill out an incident form for all issues reported. Be sure to report issues using the problem code (SV) sub codes (DEST/BLKE/AVAE). The SV code will not create a Spear work order. Reminder: do not report mechanical issues using the SV code.

Figure 5 DEST/ AVA Flow Chart

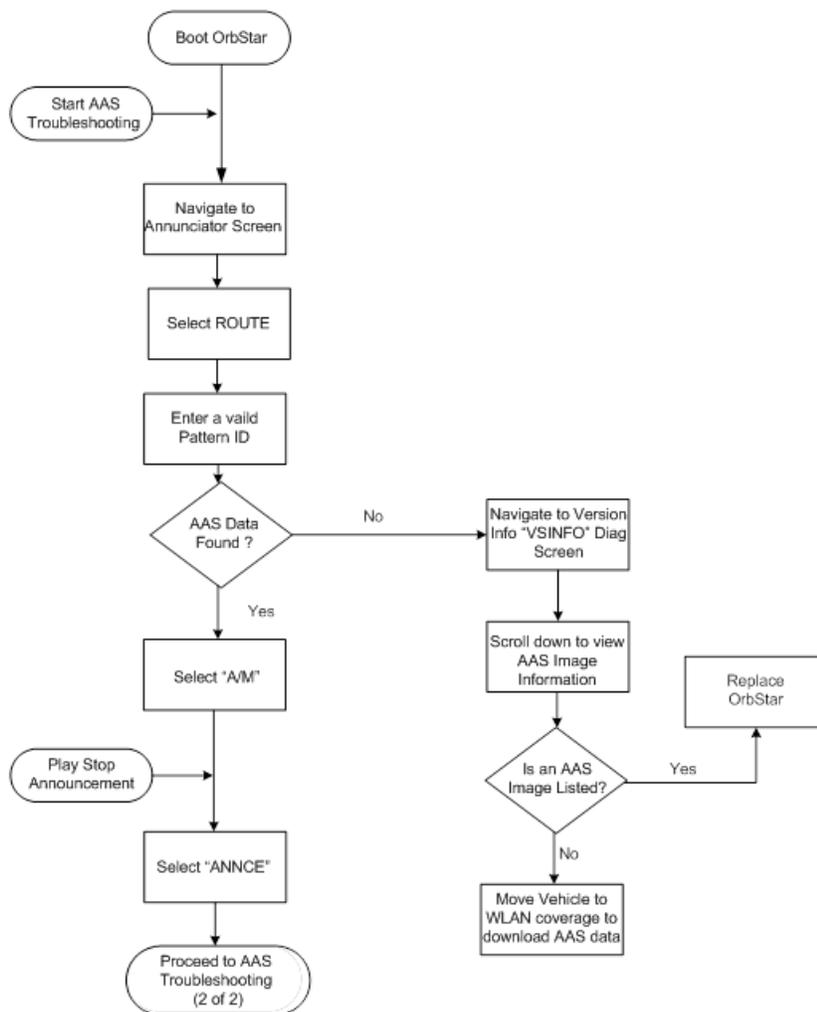


Troubleshooting

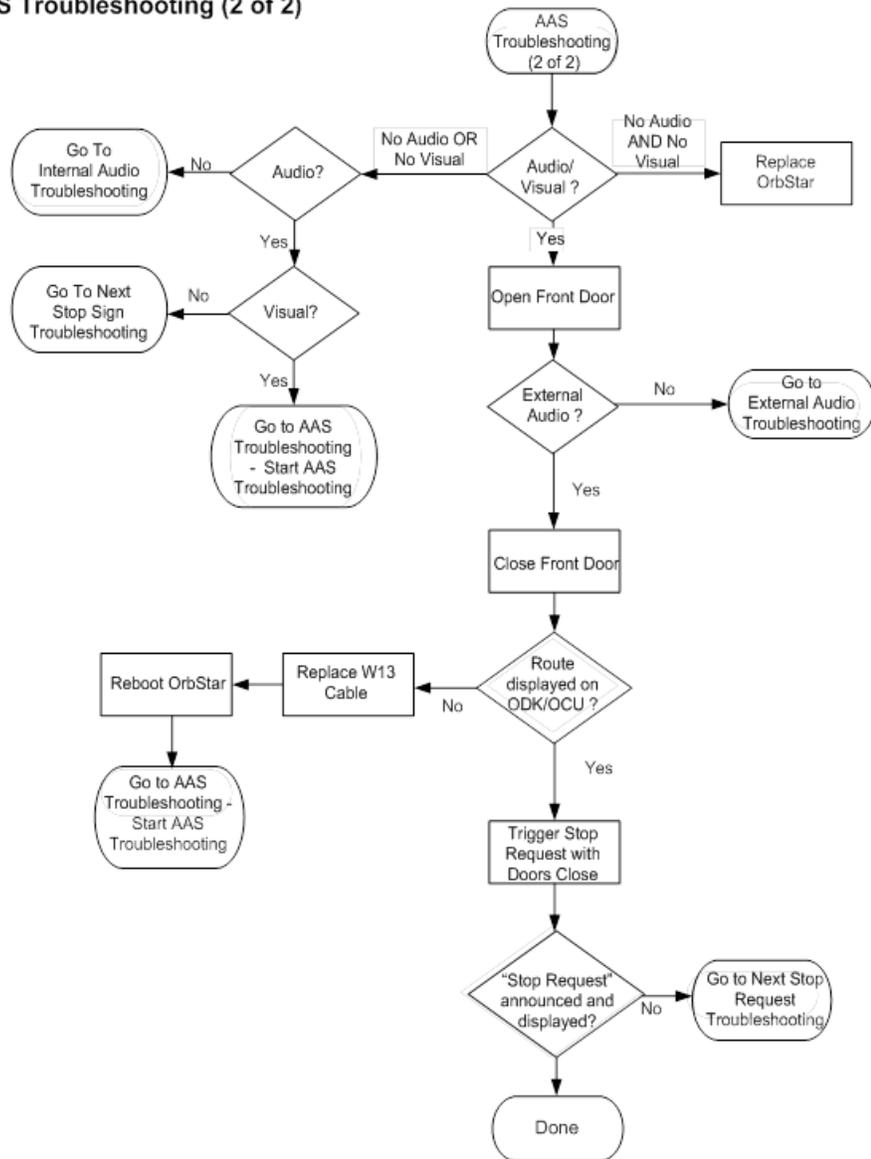
What could go wrong?

As of any complex system, several things could go wrong, but as a rule of thumb, we need to observe if the problem is intermittent or persistent. If the problem is intermittent would suggest perhaps the AVL related components are faulty, GPS system being most likely area of failure. However, if the problem is persistent, then we can try to identify if it is a hardware or software problem. Going through the following steps would help identify a possible failure:

AAS Troubleshooting (1 of 2)



AAS Troubleshooting (2 of 2)



Annunciation Problems

1. Start of the trip: Announcements not working
 - a. Verify MDT is loading the correct annunciation pattern (apattern) by having the operator press F1 then choose manual then touch Apattern ID.
 - b. If the apattern number is incorrect, instruct the operator to enter the apattern number in the MDT according to their paddle (four to five-digit number leading with a zero if needed ex. below 142030).
 - c. Create an incident form using problem code Service (SV), sub code Auto Voice Announce Data Error (AVAE*).

2. No Stop Request Announcement
 - a. Verify MDT is loading the correct annunciation pattern (apattern) by having the operator press F2 on the MDT and then selecting Route using the MDT direction button.
 - b. If the apattern number is showing 00001 or another wrong apattern, instruct the operator to enter the apattern number according to their paddle (four to five digit number leading with a zero) in the MDT.
 - c. Create an incident form using problem code Service (SV), subcode Auto Voice Announce Data Error (AVAE).

3. AVA Data Error Message reported on the MDT
 - a. Verify apattern code is loading in the MDT. Have operator press F1 on the MDT and then choose manual then touch Apattern ID. Verify code matches what's on the operator's paddle.
 - b. Have operator manually change the ODK Dest A sign code according to their paddle (three-digit sign code). Instruct operator to announce stops until annunciation pattern loads correctly.

```

===== BLOCK PADDLE =====
BLOCK 142-30 ---- 142-Metric Flyer          Weekday EXCE=OFF  EFFECTIVE: 21AUG2017  142-30
-----
RUNS 19-051                                     PAGE: 1
-----
P-O PO7 -- LEAVE 6:07 FROM North Operations Bus -- ARRIVE 6:24 AT AMHE DVAL --
-----
LINE 142 << SOUTHBOUND ++                    -142-Metric Flyer-                    ++ NORTHBOUND >>
-----
RTE  NOTE  TRIP    RIVR  CONG  RUND  METR  AMHE
      EXCE   EXCE   CONG  18TH  LAMR  BRAK  DVAL
-----
      PMR      << 7:37  7:20  6:56  6:44  6:24  ++
-----
P-I  P15  -- LEAVE 7:37 FROM RIVR CONG  -- ARRIVE 8:01 AT North Operations Bus --
-----
PMR- VERIFY APATTERN ID 30142 ON THE MDT BY PRESSING F1 THEN CHOOSE MANUAL THEN TOUCH APATTERN ID. IF APATTERN IS
CORRECT TOUCH SET. IF APATTERN IS NOT 30142, THEN ENTER IT IN THE MDT THEN TOUCH SET. THE "AVA AUTO ON"
MESSAGES WILL APPEAR ON THE TOP RIGHT HAND OF DISPLAY. IF THAT DOES NOT WORK ENTER SIGN CODE 383 ON THE ODK.
142 METRIC FLYER-142 DOWNTOWN.', AT RUNDBERG AND LAMAR CHANGE DESTINATION SIGN CODE TO 704 '142 METRIC FLYER-
142 DOWNTOWN.' (DROP-OFF MODE ONLY), USE PR CODE 31

```

- c. Create an incident form using problem code Service (SV), subcode Auto Voice Announce Data Error (AVAE).

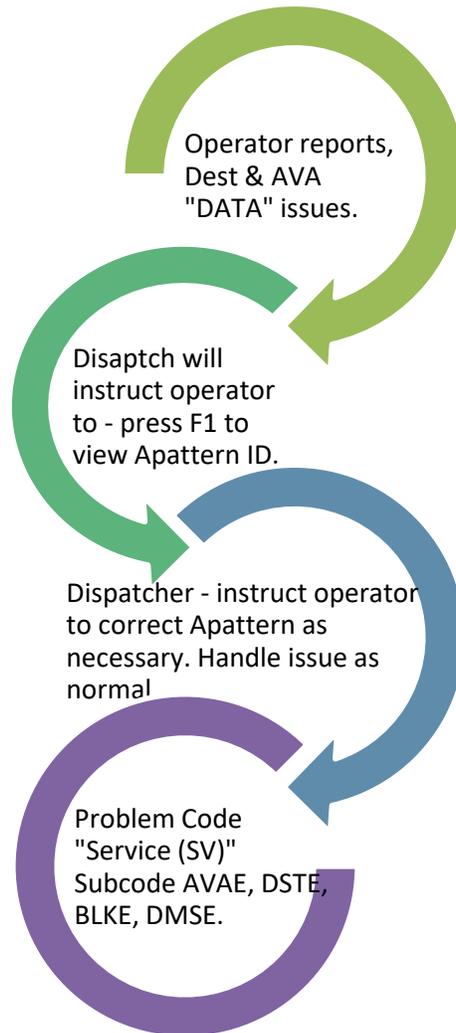
Destination Sign Problems

1. Pull-Out: Destination sign not displaying “Not In Service” or is displaying incorrect route
 - a. Have operator enter sign code 379 in ODK.
 - b. Proceed with the deadhead trip to the start of the route which is when the signs will change to the correct route.

2. Start of the trip: Destination sign not displaying correct route
 - a. Verify ODK has correct sign code in Dest A or Dest B.
 - b. If code is incorrect, have operator manually enter the correct code according to their paddle (three-digit sign code).
 - c. Create an incident form using problem code Service (SV), sub code Destination Sign Data Error (DSTE).

3. Changing route directions: Destination sign or announcements not changing direction
 - a. After the vehicle has started the trip on the new direction, verify MDT is loading the correct annunciation pattern (apattern) by having the operator press F2 on the MDT and then selecting Route using the MDT direction button.
 - b. If the apattern number is incorrect, instruct the operator to change the apattern number according to their paddle (four to five-digit number leading with a zero) in the MDT.
 - c. Create an incident form using problem code Service (SV), sub code Destination Sign Data Error (DSTE).

1 Troubleshooting Guidelines for Dispatchers to use



OrbCAD/ServiceNow Integration

ServiceNow/OrbCAD integration allows dispatchers to seamlessly create a ServiceNow ticket when entering and closing incidents in OrbCAD related to the following codes.

Problem Code	Sub Code	Description	Department Responsible
SV	AVAE	Auto Voice Announcement Error	BPS
SV	DSTE	Destination Sign Data Error	BPS
SV	BLKE	Block Sign Data Error	BPS
SV	FBER	Farebox Error	IT TS
SV	DMSE	Dynamic Message Sign Error	IT TS
SV	EERL	Erroneous Early	Planning Service
SV	ELAT	Erroneous Late	Planning Service
SV	EOFR	Erroneous Off Route	Planning Service
SV	ERNS	Erroneous No Show	Planning Service
RS	CM	Communications Error	IT Network

The current process for entering data into OrbCAD does NOT change. Dispatchers will continue to enter all incidents the same as usual, the only request we have that will assist those resolving these issues is that dispatchers provide ***as much detail as possible*** in order for the person assigned the issue to more effectively and quickly respond as these ServiceNow tickets will be directed to the business area responsible for implementing the resolution.

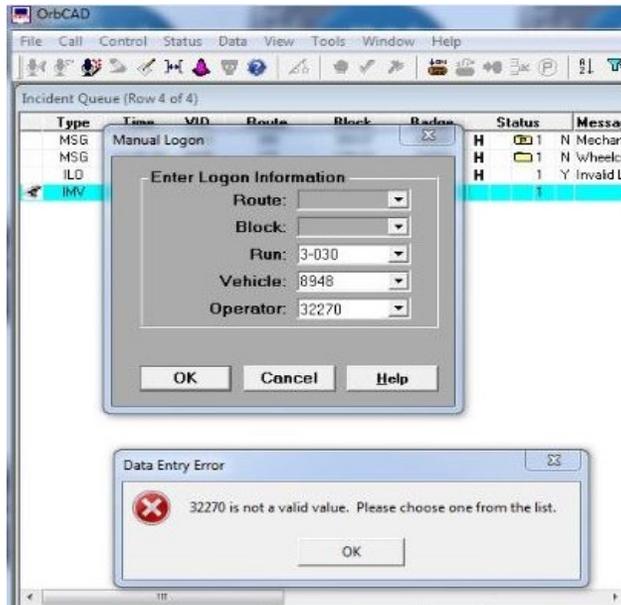
This integration will allow us to create an ITS OrbCAD Incident Repository of issues related to the codes selected by BPS, Planning, and Rail; the integration will also allow us to track these incidents and their resolution through reporting from the ServiceNow platform that will be provided to users via the ITS Documentation SharePoint page. I have also attached the [work flow and process for reporting of erroneous data](#) (through this integration or individually using ServiceNow) that Planning has approved.

Note about Mechanical Road Incidents

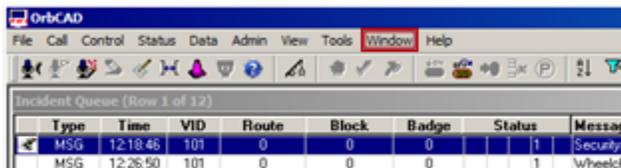
1. After the Mechanical Road OrbCAD incident has been created, a Spear work order is created and then assigned to Vehicle Maintenance to investigate.
2. Vehicle Maintenance will troubleshoot the annunciation or destination sign issue.
3. After troubleshooting the issues, Vehicle Maintenance will then close the work order or escalate to BPS.

Remote Logon/Logoff

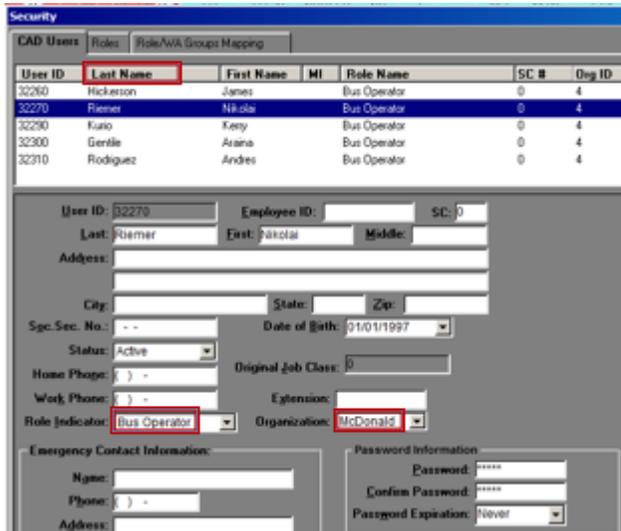
Error: Invalid Operator ID



1. Sort the Performance Queue by Badge and verify that the Operator ID isn't already logged into a Route.
2. If not, verify in Trapeze the Work Name, Vehicle Number, Badge Number assignment match what you're attempting to remote.
3. If yes, go to the toolbar menu at the top of the OrbCAD window and select View>Security.

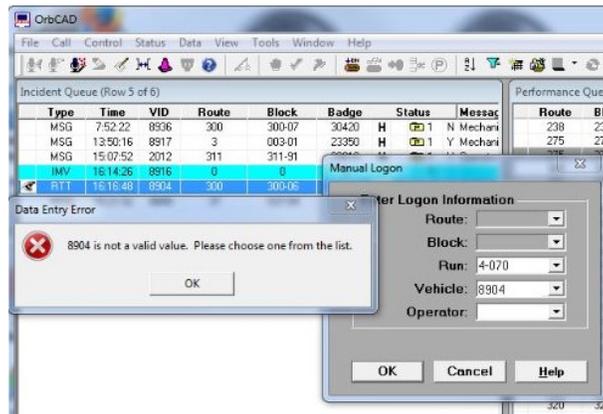


4. In the CAD Users tab, check for the Badge ID in the User ID column and that the correct Organization has been chosen.

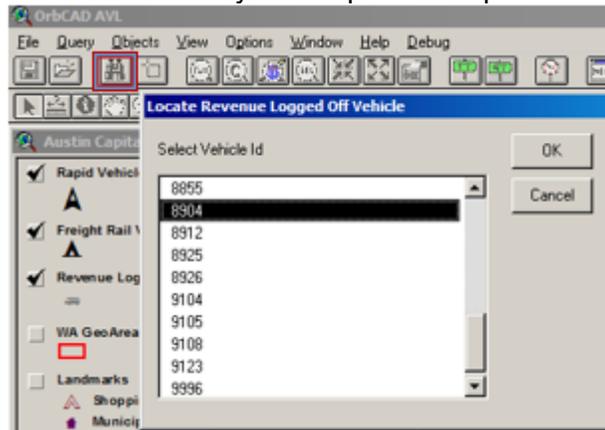


If the ID isn't there or the Organization and/or Role is incorrect, submit an [Account Request Form](#) and utilize the Generic Operator ID for the Route.

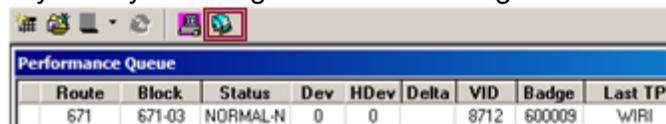
Remote Logon/Logoff Error: Invalid Vehicle ID



1. Sort the Performance Queue by VID and verify that the vehicle isn't already logged into a Route.
2. If not, verify in Trapeze the Work Name, Vehicle Number, Badge Number assignment match what you're attempting to remote.
3. If yes, go to the AVL and select the Find icon (binoculars) and select **Revenue Logged Off** and search for the VID. You can verify the location of the vehicle which should be the bus yard.
This suggests that the MDT may not be powered up.



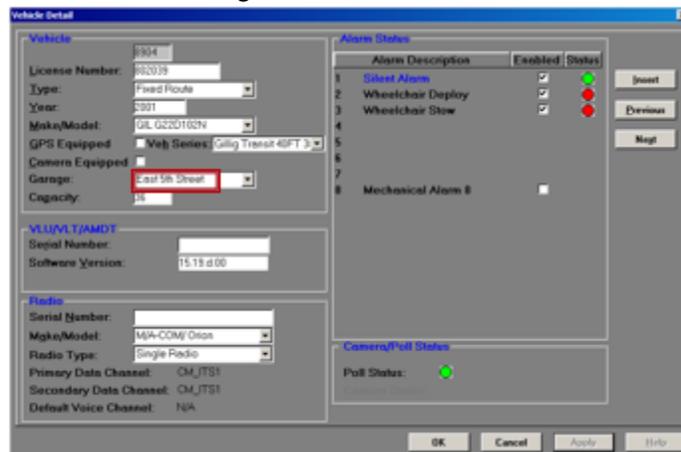
4. You can verify this by selecting the Vehicle Listing icon on the toolbar menu.



5. In the Vehicle Listing verify that the vehicle is polling, a green indicator.



6. Double click on the VID. In the Vehicle Detail window verify that the bus is assigned to the correct Garage.



7. If the VID isn't there or the Garage is incorrect, submit an IT Help Desk Ticket.
8. If the VID and Garage are correct, check Trapeze to see if the vehicle was on an earlier route.
If it was, the Operator may not have logged off before the MDT was powered down. This can lock the Operator/Vehicle in OrbCAD.
9. If this is a possibility, ask Vehicle Maintenance to power up the vehicle. When the MDT boots up it should clear the Operator/Vehicle lock in OrbCAD.

Performance Queue Status

Missed Relief

1. Compare in Trapeze the Work Name, Vehicle Number, Badge Number, Sign-Off Time and Location. With the current Operator identified in OrbCAD.
2. If the same Operator is continuing on the same vehicle on a new Block/Run (Work Name) then send a data message requesting the Operator reswipe.
3. Check the Performance Queue's last timepoint and/or the AVL to determine if the vehicle has continued beyond the Sign-Off Time and Location.
4. If the Operator should have been relieved, send a YES/NO data message asking, "Is this < Enter the Correct Operator ID>?" If YES, then send a data message requesting the Operator reswipe. If NO, then either initiate a Voice Call or contact Run Dispatch for further information.

Late LogOff

Performance Queue								
Route	Block	Status	Dev	HDev	Delta	VID	Badge	Last TP
111	111-30	LTLOGOFF	-91	?		2051	30580	
466	466-30	LTLOGOFF	-52	?		6022	600052	

1. Compare in Trapeze the Work Name, Vehicle Number, Badge Number, Sign-Off Time and Location with the current Operator identified in OrbCAD, the DEV and location of the vehicle.
2. If the vehicle is back at the garage, right-click on the PQ line and choose **Logoff Vehicle** then select **OK** in the prompt window.

Incident Queue Messages

IMV – Invalid Movement

All vehicles which leave the yard must be logged in the OrbCAD system.

Incident Queue (Row 4 of 9)							
Type	Time	VID	Route	Block	Badge	Status	Message
IMV	9:03:48	2224	0	0	0	H	1 N
IMV	9:14:16	2358	0	0	0		1

- a. Right-click on the message in the Incident Queue and locate the vehicle on the AVL.
- b. Initiate Voice Call to vehicle to inquire about logon status.
- c. If an Operator is headed out on a Route request they swipe to login or remotely log them in if there is an issue e.g. forgotten badge.
- d. If a Mechanic is headed out of the yard, they will manually login or the dispatcher will remotely log them in if there is an issue e.g. forgotten ORB/Cad ID.
- e. If a Training Bus is headed out for training, they will manually login or the dispatcher will remotely log them in if there is an issue.
- f. If it is an issue with the OrbCAD system create an Incident using IS subcode LOGN.

Near Miss Reporting

Near miss reporting falls under the pillar of safety promotion in SMS. A near miss is an unplanned event that has the potential to cause human injury, environmental or equipment damage or an interruption to normal transit operations.

Operators should be encouraged to openly report hazards or potential hazards that includes near misses. Safety reporting must give Operators a willingness to report experiences and hazards. The information provided by Operators will help management identify safety risks and work towards the implementation of mitigating the safety risks.

The data collected from near miss reporting will be used for analysis that can lead to corrective action and to implement major reforms as safety reporting reveals the need for change in certain areas of safety.

Effectively immediately, Operators are required to report near misses by sending a canned message from the OrbStar MDT. See steps below regarding near miss reporting:

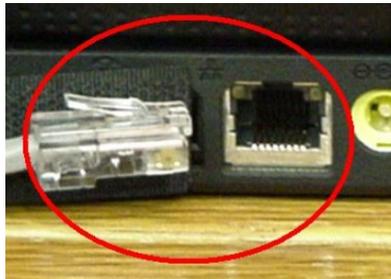
1. To access the Canned Messages:
 1. Press (envelope) key at the bottom of the MDT. The screen will give options for message types. Select SERVICE.
 2. Scroll to Near Miss category
 3. Press SEND button
2. To access Canned Messages from Message Count/Operator Action Area:
 1. Select top right-hand corner of the OrbStar MDT
 2. Touch to toggle between Outgoing and Incoming Messages
 3. Select SERVICE
 4. Scroll to Near Miss category
 5. Press SEND button

OrbCAD Workstation Issues:

- I. Local OrbCAD installation
- I. How do I launch OrbCAD?
- I. Use provided hot button located on desktop (pic)
- II. Check under Start -> Programs -> OrbCAD Open Sky
- II. Does OrbCAD load?
- I. Make sure OrbCAD is installed on the pc
- II. Restart OrbCAD
- III. Reboot PC
- IV. If it still fails, submit help desk ticket
- III. OrbCAD Crash
- I. Reboot OrbCAD
- II. Reboot PC
- III. If it still fails, submit help desk ticket
- IV. OrbCAD cannot connect to the network (noted as a computer with a red X)



- b. Ensure that a CAT5e network cable is connected or wireless is on



- c. Ensure there is an established network connection, noted by the icon with the computer and cable.



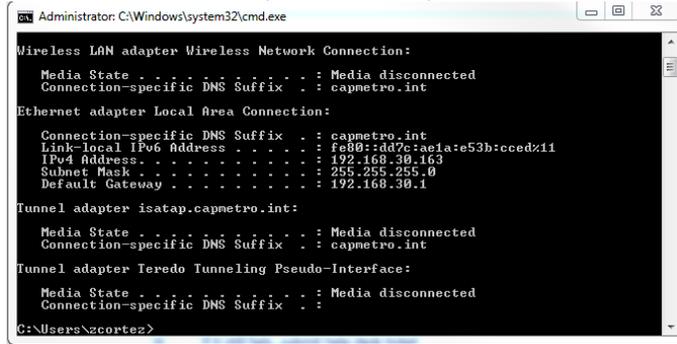
- d. Ensure that there is not a limited connectivity issue, noted by the icon with the computer and yellow triangle



- V. Screen not displaying OrbCAD
- I. Verify that monitors are connected/powerd on and turned on

- II. Ensure that OrbCAD has been launched from the desktop hot button
- III. Verify that OrbCAD has not been minimized

- II. Internet Accessed OrbCAD (Citrix)
 - a. Does OrbCAD load?
 - i. Log onto Citrix access webpage
<http://ctxweb.capmetro.org/>
 - ii. Click on OrbCAD Open Sky Start Up (once) hung sessions (minimize any windows which look like this)



- iii. Wait for OrbCAD to boot up
 - iv. Click on OrbCAD Open Sky Start Up again if system is unresponsive
- I. OrbCAD Crash
 - I. Reboot OrbCAD
 - II. Reboot PC
 - III. Submit help desk ticket
 - II. Cannot connect to OrbCAD (see local OrbCAD pictures)
 - I. Ensure that a CAT5e network cable is connected or wireless is on
 - II. Ensure there is an established network connection
 - III. Ensure that there is not a limited connectivity issue
 - IV. Shut down OrbCAD, Citrix and PC
 - V. Reboot Client, Citrix and OrbCAD
 - III. Cannot log onto OrbCAD (see pictures above for connection)
1. Verify that a network connection is present
 2. Ensure that Citrix is launched prior to OrbCAD
 3. Verify that you have not been locked out via a hung session
 4. Shut down and restart
 - IV. What do I do if I'm locked out?
 - a. Submit a help desk ticket to unlock session from the server
(<mailto:ITHelpDesk@capmetro.org>) (512) 389-7570)
 - b. Ensure that you are exiting out by logging off then terminating the sessions via Citrix (Shutdown OrbCAD Open Sky)

Incident Queue Triage: What are the possible queue components?

Components	Description
ILO	Invalid Logon: After a (configurable) number of consecutive logon failures by a single vehicle operator, this incident is generated. The Dispatcher can then place a voice call to the vehicle and assist the vehicle operator with the proper logon procedures.
IMV	Invalid Movement: Indicates that the vehicle operator has moved the vehicle without logging on first.
MSG	Message: Refers to predefined Data Messages that are sent to the CAD from the OrbStar by the vehicle operator. These messages are defined by the System Administrator.
OFFR	Off Route. A high-priority, off-route incident for buses.
EA	Emergency Alarm: The vehicle operator has pressed the emergency alarm button. This will trigger a red incident and enable the covert microphone on the bus.
PRTT	Priority Request-to-Talk: Same as RTT but indicates a more urgent need to communicate.
RTT	Request-to-Talk: The vehicle operator cannot directly initiate a voice call to the Dispatcher. The vehicle operator must send a request to the dispatch office from the vehicle's on-board computer. Then, it is the Dispatcher's responsibility to respond to the request by placing a voice call to the corresponding vehicle.
TREQ	Transfer Request: Indicates the vehicle operator has requested a transfer for a passenger to another vehicle.
VLMM	Vehicle Log On Mismatch: Indicates that the vehicle operator has logged onto a vehicle to which the vehicle operator has not been assigned.

Conclusion

Knowledge of the OrbCad Incident from handling procedures and protocols are critical for all operations personnel. Following established incident protocols helps mitigate risk to the Authority and provide better services to our customers. Please familiarize yourself with this document and make sure you are in full compliance with the directives listed for the handling of each incident Form described in this document.

Document Content Control

Type	Author	Description	Date
Revision	Gloria Villalobos	Modified "SPECIALS" Process	08/13/2015
Revision	Gloria Villalobos	Update new Subcodes EALM/VMPM	
Revision	Gloria Villalobos	Removed First Transit	01/12/2016
Revision	Gloria Villalobos	Removed Sub Code VNDB	03/08/2016
Revision	Gloria Villalobos	Added verbiage SC Security Sub Code Spear integration	04/18/2016
Revision	Gloria Villalobos	Update Performance Q "Logoff" status	04/26/2016
Revision	Gloria Villalobos	Modified General Incident handling pg 15	05/19/2016
Revision	Gloria Villalobos	Added Incidents documentation and edit timeline d clarification process	
Revision	Gloria Villalobos	Added run number for security Special	06/01/2016
Revision	Gloria Villalobos	Modified Early to reflect >0 on pg 35 to have a unity with planning OTP process effected as of Oct 2015	08/16/2016
Revision	Gloria Villalobos	Revised Dest and AVA Flow Chart pg. 61	08/16/2016
Update	Gloria Villalobos	Update – pg 26 sec I Logoff process	09/13/2016
Update	Ralph Villalobos	OrbCAD No Service – Lost Time	10/24/2016
Revision	Gloria Villalobos	Updated No Service process to include field description.	10/31/2016
Revision	Gloria Villalobos	Added Security Subcodes Notification pg. 48	12/09/2016
Update	Gloria Villalobos	Added additional verbiage for the Detour Dissemination process and updated the Xerox OrbCAD Dispatcher manual link. pg. 53-54	04/19/2017
Update	Gloria Villalobos	Added additional verbiage for Special Event to gain access to Com3_SP. pg 56	05/22/2017
Update	Gloria Villalobos	Language for page 15, subheading "Incidents in the Active Database, paragraph 2.	06/21/2017
Update	Gloria Villalobos	Added Standard Extra Work naming convention. Pg. 54	07/24/2017
Update	John Andoh	Near Miss process Pg. 80	08/17/2017
Update	Gloria Villalobos	Radio talk group pg. 65 Announcement problem pg. 73	09/07/2017
Update	William McLeod	Drop-Off Only Page 25	09/07/2017
New	Gloria Villalobos	Remote Relief Pg. 54	11/16/2017
Update	Gloria Villalobos	Entire documents- edits multiple processes, formats and correction to links	06/18/2017
Update	Gloria Villalobos	Update to Specials and Queue Bus runs pg. 58 to 60.	06/11/2019
Modifications	Gloria Villalobos	Added: "Next Bus Please" process. Include statement that Layover and deadhead time are not eliminated from lost time calculation. Per Director of Contract Oversight. Pg. 18-30	03/05/2020

Update	Gloria Villalobos	Added Subcode EALM for false alarms. For OP, IO, IS.	04/23/2020
Update	Gloria Villalobos	Added Problem Code TP definition TBD. Added new SC sub-code FACE. Added to report Face Cover/Mask Compliance incidents. SC/Face will auto populate a security notification. Add updated & New Radio Groups for CBOMS.	04/30/2020
Update	Gloria Villalobos	Updated Delay Process. Pg.26	05/01/2020
Added	Gloria Villalobos	Statement for using the INTV sub-code. Pg. 4 under Radio Dispatch.	05/04/2020
Updated	Gloria Villalobos	Update language for Incident Type hierarchy and Edits timeline to seven days. Pg. 16-17	05/12/20
Removed	Gloria Villalobos	Any Reference to McDonald or RATPDev was removed with the exception to the screen shot as they are solely used as a visual.	05/26/20
Added	Gloria Villalobos	Added Incident type to include 3BB Pg. 17	05/27/20
Updated	Gloria Villalobos	Data Call to include Fixed route and Rapid to refer to making an all call. Pg. 6	05/27/20
Added	Gloria Villalobos	Added screen shot of Swiftly Monitor Pg. 14	05/27/20
Updated	Olivia Jones	Updated hierarchy to list RTT should be last which means Canned message is not available. Pg. 17.	06/16/20
Revised	Gloria Villalobos	New Service Interruption and Yard Delay language added. Pg.26	06/25/20



[Capital Metropolitan Transportation Authority](#)

ATTACHMENT

**LOST AND FOUND
PROCEDURES 22.7**



METRO | OPERATIONS

Lost & Found Procedures

PURPOSE

To define the procedures for Bus Service Providers to follow when personal items have been left on a CMTA vehicle by a passenger and how the passenger can recover lost property. While CMTA is not responsible for lost, stolen or damaged items, we are committed to helping passengers recover lost items.

PROCEDURE

Whenever personal belongings are found on any vehicle providing service for CMTA, the Operator will immediately inform Radio Control, and is required to hand over the item(s) to their Dispatcher at the end of their shift. If the Operator is relieved remotely, the item(s) will be passed on to the relief Operator. The Dispatcher will then do the following:

- Log an Incident Report in OrbCAD for each 'search for' item, including whether item was recovered or not (applies only to fixed route Service Providers).
- Log each item on the form provided by the CMTA courier, indicating the vehicle number and route or block from which it was recovered.
- Once the item is brought to the Service Provider facility, non-management personnel will not retain custody of any item or attempt to personally return an item to a passenger.

Handling and Classifying Items

- Determine if the item fits the criteria of a "Priority" item (defined below).
- If deemed a priority, contact a Field Supervisor or Bus Inspector to deliver the item to the Transit Store at 209 W. 9th Street (if during regular business hours) unless directed otherwise by Customer Service.
- Enter the item in a log of recovered items; include an identifying description of the item.
- All other items will be placed in the locking duffle bag provided by the CMTA courier (currently Canon), with the exception of large items such as bicycles.
- Prior to retrieval of the lock bag by The CMTA courier, make a copy of the log sheet, verify the contents, and place the original log sheet in the bag and lock it.
- Each weekday, the CMTA courier visits each operating facility and collects recovered items from the secured bag. The bags at CARTS are retrieved on an "as needed" basis.
- The CMTA courier logs all the items collected from the locking duffle bag.
- The CMTA courier delivers all items to the Transit Store for retrieval after 4:00 p.m. and provides a log of all items delivered.

Illegal and Suspicious Items

Notify Capital Metro Security at (512) 389-7499 if illegal items such as drugs, weapons, and/or suspicious packages are discovered. Capital Metro Security will take possession of these items and will ensure appropriate disposal.



Lost & Found Procedures

PRIORITY ITEMS

Items that must be retrieved and turned in immediately include, but are not limited to:

- Keys
- Prescription medicine
 - If medications or medical supplies are not in the locked duffel bag, Canon will not transport them. In this case:
 - Canon notifies by email the Service Provider's Operations Manager no later than the end of the business day that medications or medical supplies have been left with them.
 - Canon will make a notation in the Transit Store log of items left with the Service Provider.
 - The Operations Manager arranges to collect the medications or medical supplies and will deliver them as soon as possible to the Transit Store. Each delivery will be accompanied by a log of items being delivered, including the date retrieved and the route/bus from which it was retrieved.
- Prescription eyewear (glasses, sunglasses, contact lenses)
- Wallets or purses
- Important documents (i.e., legal, medical, identification, etc.)
- High dollar electronic devices (i.e., laptops, cell phones, etc.)
- Medical equipment (i.e., walker, diabetic testing kit, canes, other mobility devices, etc.)
- Musical instruments
- Backpacks
- Any item requested by Customer Service.

Retrieval of lost items is dependent upon impact to service at that time.

When a passenger calls for an item that is deemed to be a high priority by the Customer Service Supervisor, as explained above, attempts will be made to collect the property and return it to the passenger on the same day it is lost.

- Customer Service will contact the Service Provider's Dispatch office to describe the lost property.
- The Dispatcher contacts the vehicle to identify whether the lost property has been recovered.
- If the item has been recovered, the Dispatcher and Customer Service will make arrangements to deliver the item to the owner, either delivery by a Field Supervisor to the Transit Store or scheduling the passenger to meet a Field Supervisor in the field.
- If the passenger wishes to retrieve a lost item of any priority directly from the vehicle they were riding, Customer Service will notify the Service Provider Dispatch to confirm the item has been found and coordinate with the Operator what stop and time the passenger will meet the unit for retrieval. The passenger must describe the item in advance to limit errors in the transfer of custody.



Lost & Found Procedures

NON-PRIORITY ITEMS

Items that are to be secured and turned in to dispatch upon return to property include, but are not limited to:

- Radios
- Non-prescription glasses/sunglasses
- Umbrellas
- Books
- Clothes
- Non-perishable food items*.

***Note: Perishable food items must be disposed of immediately. However, lunch boxes or similar non-disposable containers should follow the lost item procedure to the Transit Store for customer recovery.**

ATTACHMENT

LIST OF PERFORMANCE
DEFICIENCY CREDITS, INCENTIVES/
DISINCENTIVES-REVISED-2 15.6

CBOMS Key Performance Metrics, PDCs, Incentives and Disincentives - Revised-2

The attached table of incentive payments and charges contains performance measurements that are critical to customer safety, comfort and convenience.

These important measures will be assessed daily and summarized monthly for the determination of Incentives, Disincentives, Performance Deficiency Credit (PDC) amounts. **These payments and charges will not apply for a period of ninety (90) days from Contract start.**

A request to appeal a PDC or Disincentive may be submitted to the Program Manager or designee. The PDC or Disincentive will be adjusted if after appeal request and review it is determined that the PDC or Disincentive was not in the Contractor's control.

FIXED ROUTE KPI	INCENTIVE	PERFORMANCE DEFICIENCY CREDIT
Fixed Route Missed Trips performance standard shall be defined as: Any bus on a fixed route that departs a scheduled time point ten twenty (20) minutes or later, shall be considered a "missed Trip". Trips that are missed due to an error by the Contractor will be assessed the established Performance Deficiency Credit.	None	\$200 per missed Trip on each route where 5% or more Missed Trips occur.
Fixed Route On-time Performance shall be defined as: On-time performance is a measure of bus runs completed as scheduled. The criterion defines what is considered to be on-time and sets a threshold for an acceptable level of performance. The threshold is the lowest acceptable percentage of times vehicles on a particular route have completed runs on time. CapMetro considers on-time performance to be ZERO (0) minutes early to FIVE (5) Minutes late according to published schedules.	OTP GOAL: 85% \$50,000 if Fixed Route on-time performance exceeds 85% in a given month and MetroRapid exceeds 88%	\$50,000 shall be deducted from the Contractor's monthly service invoice each month the Fixed Route service does not attain at least 83% regular fixed route and 85% MetroRapid on time performance in a given month.
Fixed Route buses operating ahead of schedule shall not be permitted. No bus shall depart a time point before its scheduled start time.	None	The Contractor shall be assessed a PDC of two hundred dollars (\$200) per incident when a fixed route bus is in Revenue Service and departs a scheduled time point any time before its scheduled departure time.
OPERATIONS KPI	INCENTIVE	PERFORMANCE DEFICIENCY CREDIT
Total Preventable Vehicle Accidents per 100K Vehicle Miles		
1.50 and below	The Contractor shall be paid an incentive of ten thousand dollars (\$10,000) each month in which the preventable accident frequency rate is 1.5 or below per 100,000 miles.	
2.0 and higher		The Contractor shall be assessed a PDC of ten thousand dollars (\$10,000) each month in which the preventable accident frequency rate is 2.0 or higher per 100,000 miles.
The Contractor shall comply with all ADA compliance standards including stop announcement, wheelchair securement, proper ADA equipment operation and availability, boarding assistance, etc.	None	The Contractor shall be assessed a PDC of one hundred and fifty dollars (\$150) for each instance in which the Contractor fails to comply with the required ADA compliance standards or uses a malfunctioning ADA equipped vehicle without written authorization from CapMetro as appropriate. The Contractor shall not be paid for Vehicle Revenue Hours operated by vehicles with malfunctioning ADA equipment.
Customer Complaints: The Contractor shall complete the investigation and submit all information for CapMetro to make the initial response to a customer complaint within four (4) Business Days (Saturday, Sunday and Holidays excluded) from complaint receipt. If the complaint cannot be resolved within this time frame, the customer or staff will be notified that further investigation is necessary. A completed investigation and follow-up response (telephone or email) will be provided to the customer, and CapMetro staff ten (10) Business Days from complaint receipt.	None	The Contractor shall be assessed a PDC of one hundred dollars (\$100) per day for each instance in which the Contractor fails to comply with the customer service complaint resolution standards.
The Contractor's adherence to minimum Operator, Field Supervisor, Window Dispatcher and Maintenance staff qualifications and training shall be defined as: On a monthly basis, the Contractor shall provide CapMetro, documentation of adherence to training identified throughout RFP and other certification requirements. The contractor will be responsible for the sufficient training and refresher training of Operator, Field Supervisor, Window Dispatcher, and Maintenance staff on all vehicle communication systems, including CAD/AVL, Swiftly MDT's, fareboxes (including any updates to the farebox system or new fare collection technologies that are incorporated over the lifetime of the contract), two-way radios, camera systems, collision avoidance systems, vehicle diagnostic systems (currently Zonar) and Track-It App This responsibility also includes the configuration of all communication equipment, including CAD/AVL, modems, and Laptops, and ensure that all systems operate prior to the bus returning to service. This includes any other software configurations or updates to maintain accurate communication with the vehicle. Spares are only to be used in the event of an emergency and should not be used in lieu of repairing equipment without prior authorization by CapMetro.	None	On a monthly basis the Contractor shall be assessed PDC for the amount of: 1. \$100 for each instance of an Operator (or other personnel) assigned to operate a bus for Revenue Service on a route/run for which they have not received the appropriate vehicle, equipment and/or route/run training. This includes failure to properly use equipment such as Farebox, CAD/AVL, or Radio. 2. \$100 for each instance Operators, dispatchers, supervisors do not receive the required training in the required interval. This includes all Customer Relations, Route, telephone, communications, equipment, bus, conflict resolution, National Safety Council Defensive Driving (or approved equivalent), training as appropriate and identified in the RFP.
Uniform Standard Adherence: The service provider will be responsible for ensuring that all employees are in compliance with the required uniform standards.	None	\$50 per incident.

Maintenance KPI	INCENTIVE	PERFORMANCE DEFICIENCY CREDIT
<p>PMI Audit The PMI and PMR form the backbone of a successful maintenance. The contractor shall ensure the PMI and is PMR is effectively implemented and shall result in incentives and disincentives as follows:</p>	<p>Good +\$20k</p>	<p>Unacceptable -\$10k</p>
<p>For example A,G,M,U = \$10k, \$20k, \$40k, \$0, -\$10k, -\$20k, \$20k</p>	<p>Acceptable +\$10k</p>	
<p>Each month that scores above or below marginal will accumulate until a maximum of +/- \$25k per month is achieved. If a month scores marginal or crosses the marginal line, the accumulation restarts.</p>	<p>Marginal \$0</p>	
<p>Each month that scores above or below marginal will accumulate until a maximum of +/- \$50k per month is achieved. If a month scores marginal or crosses the marginal line, the accumulation restarts.</p>		
<p>Ready Line Audit The contractor shall ensure that every buses at pull out are safe, reliable and clean. Success requires effective management in all areas of maintenance program including pre and post trips inspections, PMI program, fueling and servicing, body inspections, and running repairs. Incentives and disincentives are as follows:</p>	<p>Good +\$10k</p>	<p>Unacceptable -\$5k</p>
	<p>Acceptable +\$5k</p>	
	<p>Marginal \$0</p>	
<p>Each month that scores above or below marginal will accumulate until a maximum of +/- \$25k per month is achieved. If a month scores marginal or crosses the marginal line, the accumulation restarts.</p>		
<p>Road Call Handling Audit The contractor shall ensure that roadcall procedures and timelines are met. Incentives and disincentives are as follows:</p>	<p>Good +\$10k</p>	<p>Unacceptable -\$5k</p>
	<p>Acceptable +\$5k</p>	
	<p>Marginal \$0</p>	
<p>Each month that scores above or below marginal will accumulate until a maximum of +/- \$25k per month is achieved. If a month scores marginal or crosses the marginal line, the accumulation restarts.</p>		
<p>Focused Performance Audit The contractor shall ensure that all contract requirements are met. As needed, or on a rotating basis, monthly audits will focus on requirements such as fuel and servicing, fuel delivery and receiving, tire pressure and condition, work order quality, and so on. Incentives and disincentives are as follows:</p>	<p>Good +\$10k</p>	<p>Unacceptable -\$5k</p>
	<p>Acceptable +\$5k</p>	
	<p>Marginal \$0</p>	
<p>Each month that scores above or below marginal will accumulate until a maximum of +/- \$25k per month is achieved. If a month scores marginal or crosses the marginal line, the accumulation restarts.</p>		

ATTACHMENT

**CURRENT COMBINED
BARGAINING AGREEMENT (CBA)
25.2**

Labor Agreement Between



**MV Transportation Inc.
and**



**ATU Local 1091
Austin, Texas**

January 5, 2020 – December 31, 2022

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ARTICLE 1 - GENERAL PROVISIONS

A. Preamble: This Agreement is between MV Transportation Inc. (“the Employer”) and the Amalgamated Transit Union, Local Union 1091 (“the Union”) and is intended to be binding upon both parties, to become effective January 5, 2020 and to continue in full force and effect through December 31, 2022 and from year to year thereafter unless requested change or termination is made by either party pursuant to Article 2, Paragraph

B. Recognition: The Employer agrees that the Amalgamated Transit Union, Local 1091, shall be the sole representative for collective bargaining of the Employer’s Transportation and Maintenance employees, as defined by the National Labor Relations Board. The bargaining unit does not include any office clerical employees, guards, and supervisors as defined in the National Labor Relations Act. Further, any employee who is designated by the Employer as a confidential or managerial employee, who meets the definition under the NLRA, and who performs duties normally performed by confidential or managerial employees, shall be excluded from the bargaining unit and not covered by this Agreement. This Agreement applies only to employees in the bargaining unit.

C. Mutual Courtesy: The parties pledge to maintain respect and courtesy for one another. The Employer shall treat employees with consideration and the Union members shall provide loyal and efficient service to the Employer.

D. Authorized Representatives: The parties agree that all business contemplated by this Agreement shall be transacted between the properly authorized officers of the Employer and the properly authorized representatives of the Union.

E. Nondiscrimination: No persons employed by the Employer or applicants for employment will be discriminated against because of race, sex, creed, color, religion, national origin, age, disability, veteran status, sexual preference, educational status, beliefs, or activities, subject to the Employer’s Affirmative Action Plan and Policies, the Americans with Disabilities Act and the Family and Medical Leave Act.

The Employer will assure that employment assignments, transfers, leaves of absence and disciplinary policies are administered on a fair, non-discriminatory basis.

F. No Lockouts or Strikes

1. No Lockouts: During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of any employee.

2. No Strikes: During the term of this Agreement, neither the Union nor any

employee shall engage in, authorize, cause, sanction, or assist any slowdown, work stoppage, strike (including a sympathy strike), interference with production, or direct or indirect picketing against the Employer. The Union agrees that the Employer may discipline or discharge any Union official or employee who violates this section.

G. Picket Lines: The above notwithstanding, it shall not be a cause for discipline or discharge if any employee refuses to cross a legal, sanctioned, primary picket line, but not including informational pickets or secondary pickets.

ARTICLE 2 - AGREEMENT BINDING ON SUCCESSORS

A. This Agreement shall extend to and be binding upon the parties, their successors, and assigns.

B. The Agreement shall be effective and remain in full force from the date of its execution by the duly authorized officers and agents of each of the parties. A party wishing to terminate or modify any portion of this Agreement any year thereafter, must give the other party written notice at least 60 days prior to the expiration of this Agreement.

C. The parties agree that any provision which conflicts with any federal, state, or local law shall be superseded by the federal, state, or local law.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Company Rights: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company.

A. To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.

B. To hire employees, determine their qualifications, determine and oversee all training methods, and assign and direct their work; to transfer, lay off, and recall to work.

C. To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, equipment to be utilized, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.

D. To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.

E. To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, assign, transfer, discipline and discharge for just cause.

F. To issue, amend and revise policies, reasonable rules, regulations, and practices; The Company shall provide a copy of any work rules or regulations to the Union for review thirty (30) days prior to implementation.

Technology Rights

The Company may employ existing or new technologies, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable prior to the action being taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

The Company shall not arbitrarily or randomly review revenue vehicle video, audio or GPS technology to investigate employee conduct. However, the Company may view revenue vehicle video, audio or GPS technology where reasonable suspicion exists to investigate the conduct of its employees.

“Reasonable Suspicion” exists where an accident has occurred or when the Company has been notified of a Drive Cam event; where a complaint against an employee has been made by a passenger, an employee or member of the public; or where a supervisor or management employee has personally observed an employee who has violated any Company rules, policies, procedures, regulations; applicable local, state or federal laws or any provision of this Agreement.

Where reasonable suspicion exists to begin an investigation, the Company may review and act on all available video, audio and GPS technology. Such review shall be limited to thirty (30) minutes on each side of the event surrounding the time which is believed to be the triggering event whether or not related to what gave rise to the reasonable suspicion.

If the Company reviews video, audio or GPS technology in the course of an investigation disciplinary proceeding, the Company shall provide the Union with a copy of the data in a

usable format related to the investigation or disciplinary action within seven (7) calendar days upon written request.

ARTICLE 4 - NEW EMPLOYEES, PROBATIONARY PERIOD, SENIORITY, TRANSFERS

A. New Employees: The Employer shall provide all newly hired employees with the following items: a copy of this Agreement, applicable general rules and regulations, attendance policies, and Employee Assistance Program procedures. Within the first month of employment, each employee shall read these documents and seek clarification of any provisions which the employee does not understand. Lack of knowledge of information contained in the above documents is not an excuse for failure to comply.

B. Probationary Employees: New employees shall be on probation for the first ninety (90) calendar days after completion of training. During this ninety (90) calendar day period, new employees shall have no rights under this Agreement, except as expressly stated herein pertaining to benefits, wages, and seniority; and the Union shall not file any grievance on their behalf regarding discipline or termination.

The Employer retains sole discretion to discipline and discharge probationary employees. The Employer may extend the probation for a maximum of thirty (30) calendar days at its discretion with notification to the Union.

Upon request of the probationary employee, a Union representative may attend and observe any hearing concerning disciplinary actions (disciplinary suspensions, written warnings, discharges) of a probationary employee, and may participate by counseling the employee prior to, and after, the hearing. If the Union official needs to caucus with the employee during the meeting, they may do so.

C. Orientation: Union representatives, acting on their own time, may address new employees once during new hire training. The Union shall present to the Employer all material intended for distribution prior to the orientation session.

The Employer will allow Union representatives one (1) hour at a retraining session to address new employees.

D. Structure of the Workforce: The bargaining unit consists of Transportation (full and part time fixed route bus operators) and Maintenance (vehicle mechanics, service employees, service island utility employees (south location only) (hereinafter defined as "service island employees"), service writers, parts personnel, and building maintenance technicians). Seniority in these areas is referenced in Section E below.

E. Seniority:

1. Employer Seniority for Full-time Employees: "Company" seniority is the length of continuous service as a Full-time employee with the Employer or its predecessors, from the

date of hire.

Full-time seniority determines the benefits to which an employee is entitled, including but not limited to: length of vacation, number of paid holidays, leaves of absence, retirement, sick leave accrual, and uniform allowance as specified in relevant articles.

2. Seniority for Part-Time Employees: Part-time employees shall accrue classification seniority only with respect to other Part-time employees. Part-time seniority shall not carry over as Full-time seniority, except only for the purpose of determining wage increases.

3. Loss of Seniority: An employee who is discharged or resigns, or fails to return from a leave of absence or layoff, shall forfeit all seniority.

F. Time and Title:

1. Regular Positions — Transportation Employees: Transportation employees may apply for openings for regular positions in other departments. If selected, the employee shall have up to ninety (90) calendar days to qualify for the new position. The employee's previous job shall not be posted during this trial period, although the Employer may temporarily fill the vacancy. If the employee qualifies for the new position, the Employer may then post the previous position as a vacancy. If the employee fails to qualify for the new position, the employee may either resign or return to the former position.

2. Regular Positions — Maintenance Employees: Maintenance employees may apply for openings for regular positions in other departments. If selected, the employee shall have up to ninety (90) calendar days to qualify for the new position. If the employee fails to qualify for the new position, the employee may either resign or return to the former position.

3. Bargaining Employees to Non-Bargaining Positions: Employees may apply for a Full-time supervisory position. If selected, the employee shall have up to ninety (90) calendar days to qualify for the position. The Employer may temporarily fill the vacancy. If the employee qualifies for the new position, the Employer may then post the previous position as a vacancy. If the employee fails to qualify for the new position or elects to return to their former position, the employee must inform the Employer and Union within the ninety (90) calendar day period. The employee may either resign or return to their former position, at the bottom of the Employer seniority list or Extra Board, until the next mark-up, at which time the employee shall regain full seniority.

4. Temporary Assignments: The Employer may use Bus Operators in the capacity of temporary supervisors, dispatchers, radio Operators and staff instructors.

An Operator may serve in such capacity a maximum of ninety (90) calendar days per calendar year after which the Operator must return to their former position or lose their picking seniority.

If an Operator serves in such a capacity beyond thirty (30) consecutive calendar days, the Operator's run must go to bid.

ARTICLE 5 - CONTRACTING OUT

Work performed by employees covered under this Agreement may be contracted out. However, prior to doing so the Employer will review the matter with the Union for reasonable alternatives. If an employee is affected by such action, the Employer will make an effort to reassign him/her to other work with the Employer. Any contracting out of work will be assumed by the Employer if the Parties mutually agree it is economically possible to do so.

ARTICLE 6 - REDUCTION OF PERSONNEL AND RE-EMPLOYMENT

- A. Where employees are laid off on account of scarcity of work, within each classification, seniority shall prevail in layoffs and re-employment.
- B. Seven (7) days' notice shall be given upon resumption of work in writing by registered mail to the last known address, and a copy of such notice shall be sent to the Secretary of the Union. In the event that a member so notified does not report for work at the expiration of the seven (7) days after date of mailing, they shall be dropped from the seniority list and forfeit any claim of seniority rights, with the exception, in cases where laid-off employees are unable to return to work within said seven (7) day period, and, if they answer to that extent within said seven (7) day period, they will be given reasonable time to return.
- C. When laying off employees, the employee with lowest seniority in the particular classification involved shall be the first to be laid off, all things being equal and upon reinstatement, such employees shall be returned to their original classification. Employees in each classification who have worked their way up from a lower to a higher classification may displace any employee in the lower classification where seniority permits, at the rate of pay of the lower classification. Employees who have worked their way up from a lower to a higher classification may return to the lower classification in the reverse manner in which they advanced.
- D. Notwithstanding any other provision to the contrary, the Employer shall not be liable or responsible for the order of any lay off conducted pursuant to a court or arbitration ordered procedure for the same.

ARTICLE 7 - LABOR MANAGEMENT MEETINGS

The Employer and the Union will have a total of two (2) separate monthly Labor

Management Meetings (LMR) held at mutually agreed upon time and place; of these two (2) meetings, one will be for Maintenance, one for Fixed Route Bus Operations. Any joint meeting involving operations and maintenance shall satisfy the requirement of the monthly meeting for both groups. Chair of each meeting will rotate between the Employer and the Union or on a quarterly basis.

The Employer will pay up to six (6) Union representatives monthly (for a maximum of 12 total hours' pay) for attending LMR meetings. The names of the Union representatives to attend must be submitted to the General Manager or his designee by the Union in writing prior to the LMR meeting. Meetings will be limited to a maximum of two (2) hours each. The parties may mutually agree to extend the meeting, which will also extend the pay time for the paid Union representatives. The Union has the right to have more than six (6) Union representatives monthly, but the Employer has no obligation to pay for the additional Union representatives' attendance.

Meeting agenda and bylaws will be mutually agreed to and reduced to writing. Both parties will make good faith efforts to resolve all matters discussed in these meetings in a timely manner.

ARTICLE 8 - NEGOTIATIONS

It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers of the Employer and the properly accredited representatives of the Union.

The Employer agrees that the Union negotiating committee will be allowed time off to negotiate for any renewal or extension of the Labor Agreement, and the Employer will pay fifty (50%) percent of the lost time wages for up to thirty (30) days lost of time.

The Union will submit the name(s) of the Union negotiating committee to the Employer forty-eight (48) hours before the meeting whenever possible.

ARTICLE 9 - BULLETIN BOARDS

A. The Union shall have the right to construct, erect, and maintain two (2) separate bulletin boards on the Employer's premises to be under the Union's sole control and for the Union's exclusive use. Such bulletin boards shall be erected and maintained at locations to be mutually agreed upon. Any communication posted on the Union bulletin board will be devoid of obscene and/or abusive language or any material that is derogatory toward the Employer or its customers. Management personnel will not remove, post, or alter items on the Union bulletin board.

B. As the Employer expands to future operations, the Union will be entitled to construct, erect, and maintain similar bulletin boards at each facility where employees report to work. Such boards shall be at locations to be mutually agreed upon.

ARTICLE 10 - PAYDAY, CHECK OFF, PAYROLL DEDUCTIONS

A. The Employer agrees to check off and submit to the Financial Secretary of the Union from the pay of each member of the Union who so authorizes the Employer in writing, all dues and reasonable assessments as may be assessed against each member. Said deductions shall be from every paycheck in each month and remitted to the Union no later than the Monday following that pay period.

B. The Employer further agrees to deduct from the pay of each member such sums of money as may be authorized in writing by the employee for uniforms, group insurance, retirement plan contributions, C.O.P.E., and other mutually agreed to deductions.

C. Any deductions provided for in Section A and Section B of Article 10 must be submitted in writing to the designated Employer representative no later than the last Monday of the pay period immediately prior to the pay period for the which the deductions are to be made.

D. Any individual wishing to become a member of the Union shall be allowed to do so at any time. Any member of the Union may withdraw from the Union; however, it is understood that when a member withdraws from the Union he/she will continue to have Union dues and assessments deducted from his/her wages until the "member drop window" period, which shall occur once per year, from June 1st through June 30th.

E. The Employer agrees to pay bi-weekly every other Friday. Checks will be made available at 12:01 AM on payday Friday(s).

F. Current employees at the time of ratification will be given the option of receiving paychecks or having their wages deposited directly into their checking or savings account, or by paycard. Employees not receiving paper checks at the time of ratification and future new hires will have their wages deposited directly into their checking or savings account, or by paycard if they do not have an account.

G. In cases of holidays falling on a payday the Employer will make checks available and/or transmit direct deposits one day early.

H. If an error in excess of fifty dollars (\$50) on an individual employee's pay check is discovered and an employee has been incorrectly paid, the Employer shall pay the affected employee the next business day. If the error is fifty dollars (\$50) or less, the correction shall be made the next regular pay check.

I. The Employer agrees to itemize all deductions and corrections on all pay check

stubs listing hours, and wage rate and pay amounts.

ARTICLE 11 - EMPLOYEE TRANSPORTATION PASSES OR EMPLOYEE ID CARDS

A. Transportation Passes: The Employer shall issue to each employee, active or retired, up to four passes entitling the bearer to free transportation over the transit lines. Only employees and dependent members of their households may use such passes, and the employee must provide proof of household dependency. If an employee, active or retired, dies, the employee's spouse shall retain an annual pass. The employee may not permit any unauthorized use of such passes. If an employee violates this provision, the Employer reserves the right to revoke the employee's passes, and may discipline or discharge the employee.

B. Employee ID Cards: The Employer shall issue cards with the employee's photo for use as employee identification cards, transportation passes, facility-entry or facility-use passes, time-keeping, and/or other purposes necessary and available. Lost or destroyed cards must be reported immediately in writing to the employee's department manager or designee and the Employer may deduct fifty dollars (\$50) as a replacement fee from the employee's pay for lost or destroyed cards.

1. Employees must have their ID cards on them at all times while on duty or while on Employer property and must show it to any manager, security personnel, law enforcement officers, or supervisor upon request. ID cards must be visible and legible.
2. Selling, bartering, or loaning of an ID card to a non-employee shall be just cause for discharge. Loaning or transferring an ID card to another employee, or using the ID card of another employee, for any reason, shall be grounds for discipline or discharge.

C. Lost or Destroyed Cards and Passes: Lost or destroyed cards or passes must be reported immediately in writing to the employee's department manager or designee. The Employer may deduct fifty dollars (\$50) as a reasonable replacement fee from the employee's pay for lost or destroyed cards or passes. The Employer may refuse to replace a family or dependent pass if the pass is lost or destroyed more than once in a twelve-month period or if the employee has a history of losing or destroying passes.

D. Return of Cards: All passes and cards must be surrendered to the Employer upon request or upon the termination, voluntary or involuntary, of employment. A terminated employee must return any passes or cards issued to him/her by the exit interview. The

Employer may deduct a fifty dollar (\$50) non-refundable fee from the former employee's final pay for each pass or card the employee fails or refuses to return under this section within three (3) days of departure.

ARTICLE 12 - REPORTING REQUIREMENTS

A. Transportation: A transportation employee unable to report for work, must telephone the dispatch office forty (40) minutes prior to the beginning of their scheduled work shift and inform such supervisor of their impending absence and the reason for it. The Employer will provide telephone support whereby the calling employee can leave a recorded message in case the telephone is not answered. If the employee leaves the recorded message, he/she must leave his/her name, the time called, the reason for the call, and a telephone number at which the employee can be reached should the Employer wish to contact the employee for further information. The Employer must retain the ability for the employees' dispatcher or designee to talk directly to the employee except in cases of emergency.

B. Maintenance: An employee who will be absent shall call their supervisor or the shop supervisor on duty as soon as possible, but at least thirty (30) minutes before the start of the employee's shift, and state the reason for the absence.

C. Failure to Report: An employee who fails to report their absence for forty-eight (48) hours from the scheduled report time shall be terminated for just cause. An employee whose service was terminated shall be reinstated only if the employee supplies evidence that it was not reasonably possible to comply.

D. Verification of Illness: After the third incidence of absence due to illness in a twelve (12)-month period for any absence due to illness that exceeds three (3) working days, an employee, upon notification, may be required, before returning to work, to submit a verified medical doctor's report stating that the employee was unable to perform his/her duties.

ARTICLE 13 - PHYSICAL EXAMINATION

A. Physical and Fitness for Duty Examinations: Employees shall submit physical examinations required by the Employer and the requirements of the employee's vehicle license, including testing for the use of alcohol and illegal drugs. The Employer will post and maintain a list of D.O.T. physical expiration dates in mutually agreed locations in Operations and Maintenance. Examinations under this section are subject to the following:

1. The Employer shall select and pay the fees of the examining health care

provider. Employees may select their own Doctor at their own expense for DOT physical exams. The Company will reimburse the employee for the cost of CDL renewal with receipt, only if the employee utilizes the Company designated physician for their DOT physical.

2. If such aforementioned physical examination shows the employee to be physically incapable of performing his/her duties and said employee is not satisfied, he/she may, at his/her own expense, be examined by a physician of his/her own choosing. If the conclusion of the physician of his/her own choosing and the physician designated by the Employer are at variance as to said employee's capability to perform the required work, the two (2) physicians shall choose a third physician and the cost of the examination of the third physician shall be divided equally between the Employer and the employee, and a majority decision of the three (3) physicians shall be final.

3. Where the employee is a "qualified individual with a disability," as the term is defined by the Americans with Disabilities Act, if the Employer can reasonably accommodate their disability, or provide other available employment, the Employer will provide continued employment to the employee. If the employee is unfit to perform their work duties, and no accommodation can be made, the employee may be subject to discharge. See "Long-term Illness/Injury", current Article 22.

B. Drug/Alcohol Testing: Upon reasonable suspicion, the Employer may require that an employee submit to testing for alcoholic beverages and/or illegal drugs. This is in addition to any drug or alcohol testing under Section A above. The Employer shall bear the expense of such testing. All other examinations may include alcohol and drug testing. Employees shall be advised of this fact.

1. **Refusal to Submit:** An employee who refuses to submit to drug or alcohol tests and/or physical examinations, may be discharged.

2. **Failure to Appear:** Employees who fail to attend appointments for drug or alcohol tests, or physical examinations, may be discharged. Employees discharged under this section may be reinstated, at the Employer's discretion.

Zero Tolerance Policy: The Employer will adopt and maintain a zero-tolerance drug and alcohol policy which will provide for drug and alcohol testing upon reasonable suspicion, on a random basis, upon return to work, and post-accident. Employees will cooperate in all testing. An employee who fails a drug and/or alcohol test will be discharged. Employees will be allowed to voluntarily request drug and/or alcohol treatment only if they have not first failed or refused to take a drug or alcohol test. Such rehabilitation will be on a one-time only basis and payment, if any, will be pursuant to available health insurance. An employee who voluntarily requests drug and/or alcohol treatment will be required to be monitored during the course of treatment by the entity who renders treatment and, following the completion of treatment, will be subject to periodic and regular drug and/or

alcohol testing for a one-year period following his return to work at the Employer by the treating entity. The treating entity will be required and instructed to properly advise the Employer if an employee drops out of a treatment program, fails to appear for periodic and regular testing during the one-year period (this one year period is one year of actual work time, it can exceed twelve (12) months in length, depending on absences) referred to above, and/or fails any such test. As a condition of continued employment, an employee who voluntarily requests drug and/or alcohol treatment must agree to the conditions stated herein and sign whatever documents are necessary to ensure implementation of the terms stated in this paragraph including a document (1) expressly authorizing the treating entity to conduct periodic testing for one-year following his return to work and (2) expressly instructing and authorizing the treating entity to notify the Employer of any failure of a periodic test and/or the employee's failure to appear for treatment and/or testing. A failure of a periodic test and/or a failure to appear for treatment and/or testing will result in the discharge of the employee.

ARTICLE 14 - SAFETY, INFORMATION, POLICY AND PROCEDURES

A. Protective Equipment: The Employer shall use its best efforts to provide employees with a safe and healthy work environment. The Employer shall provide, without cost to Maintenance employees, all protective devices such as: safety face shields, glasses or prescription safety glasses, gloves, fire and waterproof clothing, and other safety articles necessary to safeguard employees from injury (except safety shoes, as specified in Article 45, Section E). The reimbursement to employees for safety prescription glasses shall not exceed one hundred and thirty-five dollars (\$135.00) The Employer will replace safety equipment that has become unusable if the employee turns in such equipment to the shop supervisor or designee. Prescription safety glasses shall be replaced by the Employer every two years. Employees must wear all required protective devices and apparel. Failure to use protective equipment or to otherwise comply with safety rules may result in discipline up to, and including, discharge.

B. Safety and/or Informational Meetings: The Employer may require all employees to attend a monthly safety and/or informational meeting, with pay. Attendance at these meetings will count as time worked for the purposes of computing overtime. Whenever possible, the Employer shall schedule meetings so that all employees can attend and shall limit the meetings to one (1) hour. The meetings shall be devoted to safety, informational and/or other job-related topics that shall offer the employee an opportunity to improve the quality of employee's job performance. The Union agrees to stress safety and job performance to its members and shall encourage all members to attend such meetings.

As long as mutually agreed, the parties agree that notwithstanding the provisions of this Article, a meeting may extend beyond one hour. Upon request employees who are excused

in advance by the Employer will not be assessed a miss-out for failing to attend a meeting. The Employer will consider the use of incentives for attending meetings.

Additional Required Meetings and Training: The Company may require employees to attend up to sixteen (16) additional hours of mandatory training per year in at least two-hour minimum increments and no more than four-hour increments each. The Company will endeavor to ensure that operator training sessions are held at times to accommodate various operators' route schedules including at least one session held on a Saturday. Any individual employee retraining will not be included in these sixteen (16) hours.

C. Reimbursement for Stolen or Damaged Personal Property

1. If any employee, while on duty, should have personal property damaged or stolen in or on Employer property, the Employer will reimburse the employee for actual cash value (not to exceed \$650.00) of the following personal property: prescription contact lenses or eyeglasses, false teeth, watches (not to exceed the cost of the Company supplier), hearing aids, uniforms, and any other necessary items which the employee might be required by the Employer to carry while on assigned duty.

2. The Employer shall have the right to require a statement of fact and full disclosure from the employee concerning any such claimed loss or damage, and shall have the right to replace in kind, or repair, any such item in lieu of any such payment.

D. Assault: Any employee who is robbed or assaulted while on duty may, upon request, be relieved from duty and paid for the remainder of employee's work shift. Medical attention shall be provided if requested by either the employee or the Employer. An employee reporting for street relief shall be considered to be on duty for the purpose of this section for up to 15 minutes before relief time but only at the relief point. In addition, the Employer shall continue in force a Felonious Assault Insurance policy. A copy of the policy will be provided to the Union.

E. Accident Reports: All vehicle and industrial accidents must be immediately reported via radio or to the employee's immediate supervisor. In the case of Maintenance employees, the report shall be made to the immediate supervisor on duty. All employees shall properly complete accident reports at the scene (if physically able), as required by the Employer. The report may be written or electronic. If electronic, the employee will be given the opportunity to personally prepare the report or review, edit and electronically sign a report completed by a supervisor. Failure to comply with the reporting requirements shall result in discipline up to, and including, discharge. Reports must be completed and turned in the same day as the accident if the employee is unable to complete the report at the scene. In extenuating circumstances (such as incapacitation of

the employee), reports may be submitted later, but must be submitted as soon as possible. Transportation employees who do not complete the report while on duty shall be paid thirty (30) minutes for completing reports under this section. The overtime provisions of this Agreement shall apply to this section.

Incident Reports: All vehicle and industrial incidents must be immediately reported via radio or to the employee's immediate supervisor. In the case of Maintenance employees, the report shall be made to the immediate supervisor on duty. All employees shall properly complete written incident reports, as required by the Employer. Failure to comply with the reporting requirements shall result in discipline up to, and including, discharge. Reports must be completed and turned in the same day as the incident. Transportation employees shall be paid for thirty (30) minutes for completing reports under this section. The overtime provisions of this Agreement shall apply to this section. For purposes of this agreement, an incident shall be defined as any accident, occurrence, event or action regardless of how minor which does not follow, or violates, or is outside of standard operating procedures regardless of whether or not there was damage or injury.

F. Preventable Accidents/Accident Review Board: The Employer may conduct an investigation of any vehicular or industrial accident, including on-site investigations and other data collection. Upon investigation, or receipt of a verbal or written report, the Employer shall, within five (5) business days, issue to the employee, with a copy to the Union, a written determination as to whether the accident was preventable or not. In case of accidents where no damage or injury occurs, the accident shall be considered non-classifiable. These provisions shall apply to all employees covered by this Agreement.

1. Accident Review Board: An employee may appeal a preventable decision to an Accident Review Board (ARB) composed of two Employer representatives, two Union representatives, and a neutral third-party with accident investigation experience. The parties shall agree on the neutral and on two alternates. Either side may recall a neutral member. New evidence may be presented to the Board.

2. The ARB shall meet at least every other month to hear accident appeals. However, if the accident involves a discharge, a special meeting of the ARB shall be held as soon as possible, unless the parties agree to postpone it. The majority decision of the ARB shall be final and binding on the parties, except if the employee or the Union discovers additional information which may be cause for changing the determination of the ruling, the employee shall present this information to the Board, which shall make a final and binding decision whether the new information warrants a rehearing of the case.

Discipline for preventable accidents:

MV Transportation is responsible for providing qualified, well trained and safe drivers. A good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration.

Major Safety Incidents

The Company recognizes progressive discipline for most preventable incidents; however, the Company and the Union agree that some incidents warrant bypassing progressive discipline and could subject the operator to termination on the first offense. In such cases the Union does not waive its right to grieve such discharge under this Agreement. Incidents include but are not limited to:

- a) Fatality
- b) Striking a pedestrian or cyclist
- d) Passenger incident or injury while entering or exiting a vehicle
- e) Preventable roll-away incident
- f) Vehicle roll-over/lay-over
- g) Incidents where operator drug and/or alcohol use is involved
- h) MV Operator is cited for a major/serious moving violation (reckless driving, DUI)
- i) Failure to immediately report a citation or incident in a company vehicle

Minor Safety Incidents

All other incidents that are not listed above are subject to the following progressive discipline:

- First preventable incident: written warning and retraining
- Second preventable incident: final warning and retraining
- Third preventable incident: termination

Safety Investigation Leave

Any operator involved in a major incident may be placed on administrative leave while the incident is being investigated to determine root causes and preventability. Administrative

leave is unpaid unless the incident is determined to be non-preventable. If an investigation has not been completed after five (5) business days, the operator may be returned to work in a non-safety sensitive function (if available) under the terms of a temporary alternate work assignment, at the Company's discretion, until final determination is made.

ARTICLE 15 - DISCIPLINE BY THE EMPLOYER

The Employer shall not discharge or take other disciplinary action against an employee without just cause. Reasonable work rules shall be published and copies provided to all employees affected. New rules shall be posted on the appropriate bulletin board or boards, and copies provided to all affected employees at least fifteen (15) days prior to implementation. An up-to-date applicable rulebook will be kept and maintained in the operator's room and in the proximity of the maintenance department office. Employees shall be responsible for knowledge of the rules so published or posted, and ignorance of such rules shall not be reason for a claim that disciplinary action was without just cause.

A. Written Notice of Disciplinary Action: The Employer shall provide written notice of charges or rule violations to the Union and the employee within five (5) business days of the Employer's knowledge of the date of incident violation or infraction. If the Employer has not provided written notice of charges to the employee and the Union within five (5) business days of the Employer's knowledge, the violation shall be dropped. All written charges used by the Employer for disciplinary action will detail the actions taken by the employee that are in violation of Employer rules, procedures and the Collective Bargaining Agreement. No employee shall be disciplined or discharged without just cause according to the provisions of this Agreement.

B. Types of Discipline shall include oral reminder(s)/warning(s), written reminder(s)/warning(s), disciplinary probation(s), suspension(s), and discharge. Employees who are suspended or discharged shall be entitled to a fair and impartial hearing, at which time both sides shall present any pertinent information. The hearing shall be held as soon as possible, but not on the employee's regularly scheduled day off. Disciplinary hearings shall deal only with the charges against the employee. The decision to suspend or discharge shall be made no later than four (4) business days following the hearing. The employee shall be paid the regular straight time rate of pay for all lost wages and/or actual time spent in the hearing and any investigatory meeting(s) prior to the administration of the discipline.

C. Discipline will be Assessed considering the employee's overall behavior and record on the job, not based on infractions categorized by type. Except as stated elsewhere in this Article, before discharge for an accumulation of minor infractions, the employee shall receive at least one (1) verbal warning, one (1) written warning and a final written warning notice signed by proper authority, provided, however, that the following may be

cause for immediate dismissal without prior warnings:

1. Dishonesty;
2. Insubordination;
3. Being under the influence of alcohol, drugs or narcotics while on Employer property or operating equipment;
4. Recklessness resulting in accident or injury to another while on duty;
5. Carrying of unauthorized, unpaid passengers;
6. Handling passenger fares without Employer authorization;
7. Leaving the scene of an accident without Employer authorization;
8. Failure to report an accident by radio or nearest telephone immediately from the scene when physically able, or failure to make a report upon return to the garage;
9. Tampering with any Employer provided equipment of facility;
10. Being on light duty status and/or absence from work for any reason other than military leave for a period of more than one (1) year;
11. Being absent without notifying the Employer for a period of two (2) consecutive work days without a reasonable excuse;
12. Sleeping while on duty;
13. Use of profanity, abusive or threatening behavior toward a passenger, any member of the public, fellow employee, supervisor, or other Employer official;
14. Possession of a firearm or other weapon while on duty or on transit system property;
15. Willful failure to carry out a reasonable and lawful order;
16. Falsifying time or revenue records;
17. Falsifying original employment application;
18. Conviction of a criminal offense, DWI, or DUI driving offense;
19. Registering positive on a controlled substance test administered in accordance with the Substance Abuse Policy.

The unauthorized use while on duty of non-Employer provided cellular phones or any other appliance or device (such as, but not limited to: pagers, radios/ear buds, MP3 players, CD players, DVD players, portable televisions, smart phones, blue tooth devices,

texting, PDA's, portable video games) is a violation of Employer rules subject to disciplinary action. Employees who possess a cell phone (or any of the mentioned devices) while on duty must have the device turned off, not attached or affixed in any way to any part of the uniform or person and hidden from public view. These devices may only be used at the end of the line (time permitting) or at a dedicated recovery location. The vehicle must be stopped, in park with the parking brake engaged and the employee must be outside the operator area. Any violation of this rule will result in immediate discipline up to and including termination.

D. Written Notice of a suspension pending investigation shall be forwarded to the employee and the Union within four (4) business days. The period of employee's suspension pending investigation will be capped at thirty (30) days from the date of the suspension. Upon notice by the Employer to the Union, the Employer will be given an extension of thirty (30) days. If it is determined the employee was improperly suspended or discharged, the Employer shall reimburse the employee any lost wages.

E. Explanations of any disciplinary actions taken against any employee by the Employer shall be given to the affected employee and the Union in writing within three (3) business days after the action has been taken.

F. Past records: Past records of employees shall not be considered for progressive disciplinary purposes if predated more than 12 months. The Employer may consider employee's records up to three (3) years in case(s) where the Employer believes that the employee under review would otherwise be disciplined or discharged. In case(s) such as late policy, attendance policy, accident policy, and complaint policy, the Employer may review for termination up to three (3) years. Criteria to be used for review shall be lates, absences, accidents, complaints, and other disciplinary action taken against the employee.

G. No complaint from the public shall be filed in the record of any employee unless the employee is notified of the complaint and given an opportunity to defend his or herself.

ARTICLE 16 - UNION INVESTIGATION RIGHTS

A. The Union shall be entitled, upon request in writing, to copies of all records relevant to its investigation or presentation of a grievance or of a suspected violation. Union officials may receive copies of relevant materials in an employee's file, only if the employee is present to give oral permission or has provided the Employer with written authorization. Any information and documents in the employee's file which the Employer deems proprietary in nature are not available without a written request by the employee and approval by the Employer.

B. A representative of the Union may enter Employer's property to investigate grievances or observe working conditions provided that notice is given to the appropriate supervisor in advance of such visit and further provided that such visit by the representative shall not interfere with the work of employees.

C. Copies of the Employer's forms listing all employees working each day, and hours worked, shall be provided to the Union when requested.

D. The Employer will provide a meeting room in conjunction with grievance/discipline hearings.

E. Employer: Recordings

1. The Employer will maintain recorded telephone and radio conversations of the Fixed Route dispatch offices and radio control of each office.

2. All recordings will be kept for thirty (30) days, and a recording may be kept for a longer period of time, if so required.

3. If an issue arises between the Operator and the Employer, and the information needed has been recorded, then the Employer will make the recording accessible to assist in resolving the issue.

4. In the absence of other substantiating evidence, there will be no penalty imposed upon the Operator in the situations listed below:

- a.** Unintelligible recordings.
- b.** Missing recordings.
- c.** Verifiable radio malfunctions.

5. The Employer will adhere to the provisions of Article 12, Section A and Article 41 Section 3.d of this Labor Agreement regarding voicemail. The Employer shall keep recordings of voicemail messages for five (5) calendar days.

F. Operators' Assignment Inquiries:

1. All Fixed Route Operators will have at their disposal an Operators' Assignment Inquiry Form that may be used to inquire about assignments that may have been given.

2. The Operators' Assignment Inquiry Forms will be available in Fixed Route

Operators' rooms.

3. The Dispatch Office will be given first opportunity to resolve the issue, and make every effort to resolve the issue(s) in a timely manner. In any event issues will be responded to within three (3) days, excluding weekends and holidays, and a copy of the response will be given to the Union.

4. When an Operator's Assignment Inquiry Form is given to the Employer by an Operator, the Employer shall make a copy and give it to the Union.

ARTICLE 17 - GRIEVANCE PROCEDURES

A grievance is a dispute between the Employer and the Union concerning the Union's interpretation or application of an expressed provision of the Agreement. When any such grievance arises, an earnest effort will be made to resolve it according to the following procedures. (The limitations in each step below may be extended by mutual agreement. Time limitations do not include Saturdays, Sundays, or Holidays.)

Step 1: An employee who is involved in a situation that could be determined as a grievance will first discuss the situation with the Company designee. The employee may request the presence of a Union representative at this meeting. In the event the situation cannot be resolved by this discussion; the situation shall be reduced to writing and submitted to the department where the employee works within ten (10) business days of the incident causing the situation.

- a. The Department's Assistant Director or his/her designee upon receipt of the grievance shall, within five (5) business working days, meet with the employee submitting the grievance and his/her Union representative to hear the grievance.
- b. The Department's Assistant Director or his/her designee shall inform the employee submitting the grievance and the President/Business Agent in writing, of the disposition of the grievance within five (5) business days of the hearing.

Step 2: Any appeal of the disposition of the grievance must be made to the Employer within ten (10) business days of the receipt of the notice of the disposition.

- a. The Deputy General Manager or his/her designee shall meet with the employee making the appeal and his/her Union representative within five (5) business days after receipt of the notice to appeal.
- b. A written ruling on the appeal will be provided to the employee submitting the appeal and the President /Business Agent within five (5) business days of the meeting. The Deputy General Manager or his/her designee's decision shall be final and the grievance shall be closed unless it is appealed to arbitration as hereinafter provided.

B. The persons handling the grievance at each step for the Employer shall have the authority to fully resolve the grievance at that level. Failure of the Employer or the Union to comply with the time periods in either presenting grievances and/or answering grievances shall constitute a forfeiture of the failing party's position in the grievance.

C. The Employer will make every effort to pay all awards in a timely manner, within five (5) business working days of the resolution of the grievance whenever possible.

ARTICLE 18 - ARBITRATION

If a dispute is not resolved through the grievance process in Article 17, the party who filed the grievance (employee, Union, or Employer) may appeal to arbitration by delivering written notice of intent to arbitrate to the opposing party within thirty-five (35) days of the Step 2 decision as follows:

Failure to deliver notice of intent to arbitrate to the appropriate party or parties within this thirty-five (35) day time period shall constitute a waiver of the grievance or complaint.

Only disputes over the interpretation or application of this Agreement may be arbitrated under this section. The party advancing such dispute must first exhaust the grievance procedures in Article 17.

By mutual consent, the parties may agree to mediate grievances. Agreement to mediate a grievance will not waive any deadlines set forth in this Article.

The arbitrator has no power to, and shall be prohibited from, changing, adding to, or subtracting from the terms of this Agreement. The arbitrator shall refer back to the parties any case in which the arbitrator has no power to rule.

The decision of the arbitrator is final, conclusive, and binding upon all employees, the Employer, and the Union.

In cases of disciplinary action, including discharge, the Arbitrator shall have the right to rescind or modify the penalty and to require compensation to the employee for lost wages in whole or in part, less those earnings, including unemployment compensation, received by the disciplined employee while off active payroll.

Within fifteen (15) working days from the date of the notice of intent to arbitrate, the parties shall jointly request a panel of five arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Each party has the right to request a second list. The parties shall alternately strike names until one arbitrator remains. The final arbitrator shall serve as arbitrator for that matter only.

The arbitrator shall hear the matter as soon as possible, but in no event more than sixty (60) calendar days after selection of the arbitrator. This sixty (60) calendar day deadline may be extended, but only for the purpose of accommodating the arbitrator's schedule. All arbitration proceedings shall be in accordance with the rules of the FMCS.

The Employer, Union, and arbitrator may call an employee as a witness in any arbitration hearing. The Employer agrees to release any employee called as an arbitration witness from work if the hearing is during the employee's usual work shift. Each party is responsible for the expenses of the witnesses it calls.

The arbitrator shall render a written decision within 15 calendar days of the filing of the parties' final briefs, unless the parties agree to grant the arbitrator additional time.

The fees and expenses of the Arbitrator and conference room for holding the hearing shall be borne equally by both parties.

A stenographic record of the proceeding may be made at the request of either party. The requesting party shall pay the original cost of the transcript and the cost of a copy of the transcript for the arbitrator, if the arbitrator requests a copy. The other party may order a copy of the transcript and pay only the cost of its copy.

Expedited Arbitration. The Expedited Arbitration procedure as contained in this Section may be used in any case if mutually agreed to by the parties. The following procedures shall apply in all Expedited Arbitrations:

- a. Neither party may be represented by an attorney.
- b. Evidence will be presented by the Company and the Union advocates, and the parties will make every effort to stipulate to the relevant facts.
- c. It is the intent of the parties that the neutral arbitrator shall render a bench decision, and render a written summary of the decision in writing within five (5) calendar days after the conclusion of the hearing.
- d. The arbitrator's award shall be final and binding upon the parties. The award and summary shall not serve as a precedent and may not be cited or relied upon by either party in any other expedited or regular arbitration.
- e. The moving party shall request a list of five (5) names from the Federal Mediation and Conciliation Service. The parties shall flip a coin to decide who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

- f. All costs related to Expedited Arbitration shall be evenly split between the parties.

ARTICLE 19 - LEAVES OF ABSENCE

A. **Annual Leave of Absence:** It is agreed that no Employer approved leave of absence shall count against any employee as an absence. If time and work requirements permit, an employee may, on employee's written request and for reasonable cause, be granted a leave of absence without pay for a period of thirty (30) days, subject to the following conditions:

1. Only one leave of absence shall be granted any applicant during any contract year. A thirty (30) day extension may be granted at the discretion of the Employer in cases with unusual circumstances.
2. Any leave extended beyond thirty (30) days shall require the employee involved to pay his/her insurance premiums in advance.
3. When an employee returns to the job, his/her leave automatically ends as of that day.
4. Failure to return to work on the first day following the end of a leave of absence may be considered cause for discharge.
5. Working for another Employer or self-employment while on leave of absence shall be considered a resignation of employment with the Employer.

B. **Personal Leave:** Employees may request unpaid personal leave. Unpaid personal leave may be granted at the discretion of the Employer if workload requirements allow.

C. **Bereavement Pay:** After one year of service, each employee may take up to three or five (see below) consecutive scheduled work days off, with pay, to attend the funeral or services of the employee's spouse/legal domestic partner, employee or spouse/legal domestic partner's child, parent, biological grandparent, guardian, stepparent, stepchildren, sibling, grandchild, aunt or uncle, subject to the following conditions: (except aunt or uncle, which is limited to two (2) days of bereavement pay)

1. One of the three or five days of leave must be the day of the funeral or services, unless the funeral or services takes place on one of the employee's days off, in which case the employee can opt to take up to three of five work days either immediately preceding or following the funeral.
2. The employee shall not receive bereavement pay for any days during which the employee was not scheduled to work, or was on leave, except for paid leave which would stop, and the employee would be placed on bereavement leave and the other paid leave

will be taken at another time. Employees on worker's compensation shall not be paid bereavement leave.

3. Bereavement pay shall be extended to five (5) days if the deceased lived in excess of five hundred (500) miles from Austin, Texas.

4. An employee on bereavement leave may use personal leave at the end of the allotted bereavement time per Section B above.

An employee may request unpaid leave under Section A for bereavement not paid by this section either because it extends for more than three or five days or because the deceased is not listed above.

D. **Jury Duty:** If an employee is called to serve on any duly constituted jury, the Employer shall pay him/her for the hours necessarily absent from work up to eight (8) hours per day for five (5) day work assignments and ten (10) hours per day for four (4) day work assignments at his/her straight time rate for each day absent. The employee shall notify the Employer immediately of any jury notice.

E. Military Leave:

1. Employees enlisting or entering the Military Service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

2. The Employer shall pay the Employer portions of the Health, Welfare, and Life Insurance contributions on employees' leave of absence for training in the Military Reserves or National Guard, but not to exceed thirty (30) days each federal fiscal year.

3. Any employee called to active Military duty shall, upon return, be entitled to their full seniority rights and benefits consistent with all applicable law.

4. The employee must provide the Employer with a minimum of three (3) days notice of military absence, whenever possible.

F. **Court Summons:** Employees required to appear in court, in response to a summons due to a non-work related issue, shall be excused from the work assignment, provided employee requests time off in writing, using the time off request form forty-eight (48) hours in advance, if possible. Employees must provide written documentation from the court before or after the court date, and in all cases before the employee returns to work. If available, employees must use vacation, Seniority Day, Birthday, or Floating Holiday to make up lost wages. If an employee does not have time available, the time off will be counted as an unpaid day off. Approved time off does not count as an absence unless the employee fails to produce written documentation from the courts. In addition, employees who fail to provide written documentation will be subject to discipline up to and including discharge.

Any employee required by the Employer to meet with attorneys, attend court or appear in other similar proceedings during their scheduled work hours shall be compensated by the Employer for the time the employee spent in such proceedings. The employee shall return to his/her work assignment at the discretion of the Employer. If he/she is not returned to his/her work assignment, he/she shall be paid at least eight (8) hours for a five (5) day work assignment or ten (10) hours for a four (4) day work assignment for that day.

G. **Union Leave of Absence:** The President and members of the Executive Board of the Local Union may, at the Union's discretion, take leaves of absence without pay, to carry out the duties of their offices. Such leaves of absence must be scheduled with the Employer so as not to interfere with scheduled work. Time lost by Union officers while on Union leave of absence shall be considered to be time worked for purposes other than pay. Any officers taking such leaves shall be considered to be engaged in Full-time employment for the purposes of seniority accrual.

ARTICLE 20 - RETIREMENT PLAN

Regular, full-time employees within the bargaining unit shall be eligible for participation in the ATU 401(k) plan, subject to the plan's rules, regulation and eligibility requirements. All regular full-time employees are eligible to participate after completion of training and upon reaching one hundred eighty (180) days of service. The Employer will not contribute to any other retirement plan or arrangement for the benefit of employees within the bargaining unit other than the 401(k) plan. The Employer will contribute four percent (4%) of the full-time employee's regular straight time wages to the plan. Once an employee becomes a participant, the Employer shall make its contribution to the plan for that employee quarterly. The Employer agrees to deduct any additional voluntary contributions by payroll deduction that may be allowed by the plan.

ARTICLE 21 - INSURANCE AND SICK LEAVE

A. Insurance:

The following will be provided for all regular full-time employees:

*The Company agrees to replace all Health Savings Accounts with Flexible Spending Accounts for all health insurance plans contingent upon ratification and effective April 1, or as soon as administratively practical.

1. The Employer shall provide group health and group dental insurance for all regular full-time employees. The plans shall be selected and/or changed by the Employer after consultation with the Union. The consultation process shall consist of the following:

- a. A Committee of two people appointed by the Union and two people appointed by the Employer will meet to analyze and select coverage in a timely fashion to ensure that all renewal deadlines are met.
- b. The Employer will provide the Committee with the amount it has budgeted for the Employer's contribution to health insurance coverage for the relevant plan year.
- c. The Employer will make the Broker available to assist the Committee in costing out benefit options.
- d. The plans in effect starting January 1, 2020 will be used as the starting point for comparison of plans and benefits.
- e. The Company will cover 100% of any premium increases that exceed 5% compared to the year prior.

Medical Benefits	MV Buy Up PPO 500	Health Savings Primary	MV Aetna HDHP 2500	MV Health Savings Plus
Annual Deductible				
Individual/Family	\$500/\$1,000	\$1,500 / \$3,000	\$2,500/\$5,000	\$4,000/\$8,000
Member/Company Coinsurance %	10%/90%	20% / 80%	25%/75%	30%/70%
Annual Out of Pocket Maximum				
Individual/Family	\$3,000/\$6,000	\$4,000 / \$8,000	\$5,500/\$11,000	\$6,350/\$12,700
Annual/Lifetime Maximum	Unlimited	unlimited	Unlimited	Unlimited
Preventive Care				
Routine Physical Exams	100% covered	100% covered	100% covered	100% covered
Well Baby Care	100% covered	100% covered	100% covered	100% covered
Routine Gynecological Care Exams	100% covered	100% covered	100% covered	100% covered
Routine Mammograms	100% covered	100% covered	100% covered	100% covered
Colorectal Cancer Screening	100% covered	100% covered	100% covered	100% covered
Physician Services				
Routine Office Visit	\$10 Copay	\$35 Copay	\$35 Copay	\$35 Copay
Specialist Office Visit	\$20 Copay	\$55 Copay	\$55 Copay	\$55 Copay

Diagnostic Procedures				
Diagnostic Laboratory	10% after deductible	100% covered	100% covered	100% covered
Diagnostic X-Ray	10% after deductible	20% after deductible	20% after deductible	20% after deductible
Emergency Medical Care				
Urgent/Non-Urgent Care	10% after deductible	\$75 copay	\$75 copay	\$75 copay
Emergency Room/Non-Emergency Room Care	10% after deductible	20% after deductible	20% after deductible	20% after deductible
Transportation	10% after deductible	20% after deductible	20% after deductible	20% after deductible
Hospital Care				
Inpatient Coverage	10% after deductible	20% after deductible	20% after deductible	20% after deductible
Inpatient physician/surgeon fees	10% after deductible	20% after deductible	20% after deductible	20% after deductible
Outpatient Surgery	10% after deductible	20% after deductible	20% after deductible	20% after deductible
Outpatient physician/surgeon fees	10% after deductible	20% after deductible	20% after deductible	20% after deductible
Prescription Drug Benefits-Pharmacy				
Generic	\$15 copay	\$10 copay	\$10 copay	\$10 copay
Brand	\$40 copay	\$45 copay	\$45 copay	\$45 copay
Non-Formulary	\$40 copay	\$45 copay	\$45 copay	\$45 copay
Special Health Needs				
Home healthcare	10% after deductible	20% after deductible	25% after deductible	30% after deductible
Rehab	\$20 copay/visit	20% after deductible	25% after deductible	30% after deductible
Durable medical equipment	10% after deductible	20% after deductible	25% after deductible	30% after deductible
Hospice services	10% after deductible	20% after deductible	25% after deductible	30% after deductible
Children's eye exam	100% covered	100% covered	Not covered	100% covered

Monthly costs	<u>Employee Cost</u>	<u>Employee Cost</u>	<u>Employee Cost</u>	<u>Employee Cost</u>
Employee Only	252.13	135.75	37.03	36.03
Employee + Spouse	648.14	385.14	162.42	157.98
Employee + Child(ren)	538.50	316.22	127.51	124.32
Family	920.16	557.07	250.06	243.15
2. Accidental Death		\$80,000		
3. Life Insurance		\$40,000		

Employees may purchase additional life insurance for themselves and dependents, up to the maximum amount allowable.

4. **Long Term Disability Insurance:** The Employer shall provide each employee coverage at sixty percent (60%) of income with a maximum monthly benefit of \$2,600, for a maximum of three (3) years with a one hundred eighty (180) day waiting period.

5. In addition, Employees will have the option to participate in Dental, Vision, Accidental Death and Dismemberment, and Supplemental Employee/Spouse/Child Life Insurance at group rates at their own cost.

B. Sick Leave:

Employees who are off work due to a bona fide sickness or non-occupational injury shall be eligible for sick leave.

1. **Accumulation of Sick Leave Benefits** - Sick Leave shall be accumulated at the rate of one (1) day per month of employment.

2. **Use of Sick Leave Benefits** - Sick Leave shall not be paid on scheduled days off, vacation days, and paid holidays. The sick leave payment, to which an employee is entitled, shall be paid at the employee's regular straight time hourly rate for eight (8) hours per each day of absence due to sickness, non-occupational injury, disability, or pregnancy, subject to the limitations set forth in this Article. Paid sick leave shall accrue and be paid in terms of full days only. If an employee works any part of a day and becomes ill before completing his/her day's assignment, the next workday will be considered his/her first day of illness. Sick leave payment under this section will not be made to employees whose illness or injury is caused or results from the use of intoxicants, narcotics, their own misconduct, illness or injury sustained while on leave of absence without pay, nor shall they be paid for injury suffered in the employ of another Employer.

3. Sick leave benefits will begin on the second (2nd) day of any one (1) illness or on the first day of hospitalization. Sick leave benefits will begin on the first (1st) day of any one illness for employees with fifty (50) or more days of accrued sick leave, or for all regular full time employees

working out of the north yard prior to January 5, 2020 with five (5) or more years of service.

4. Employees may sell back any accrued sick leave in excess of sixty (60) days on a quarterly basis and will be paid at fifty percent (50%) of their regular straight time rate of pay for any days sold. If any of this sick leave is carryover sick leave earned with the predecessor employer, it shall be paid at one hundred percent (100%) of their straight time rate of pay for any carryover days sold. The payment shall be on a regular payday paycheck.

5. **Verification of Illness** - After the third incidence of absence due to illness in a twelve (12)-month period and as provided in Article 12, Section D, for any absence due to illness that exceeds three (3) working days, an employee, upon notification, may be required, before returning to work, to submit a verified medical doctor's report stating that the employee was unable to perform his/her duties.

6. **Retirement** - An employee who retires shall be entitled to one hundred percent (100%) of his/her accumulated sick leave benefits. Retirement shall be defined as a minimum of five years of service and age 60, for the purpose of this section.

ARTICLE 22 - LONG-TERM INJURY / ILLNESS

A. If an employee loses in excess of twelve (12) months due to a long-term illness or injury, his/her position may be filled if it becomes necessary to do so for business or economic business reasons. Such an employee shall be considered as an "inactive" employee for the purpose of employee rosters. Such employees, upon demonstration of their ability to return to work shall be given the first available position within the bargaining unit for which they are qualified. The employee shall retain all benefits and seniority earned prior to and during the twelve (12) months initially absent, but shall not accrue any benefits or seniority thereafter. If the employee does return to work, benefits and seniority accrual shall resume.

Upon request by the Company but not more often than every four (4) months, the employee must submit to the Company, in writing, medical documentation that the employee is still unable to work due to the illness or injury. A copy of the request and a copy of the documentation shall be provided to the Union. Failure to submit such medical documentation shall subject the employee to termination of employment.

ARTICLE 23 - VACATIONS

A. All employees covered hereby shall be entitled to an annual vacation as provided herein: Vacations earned in any one (1) year shall be taken the following year, provided the employee shall have worked at least seventy-five percent (75%) of his/her regularly assigned work during the qualifying year. Any employee covered by the Agreement who has worked less than seventy-five percent (75%) of his/her regularly assigned work shall

have his/her vacation hours and vacation pay prorated accordingly. Employees shall suffer no loss in vacation earned for actual hours worked in a Limited Duty or Work Hardening status under the Return to Work Program.

Employees who resign or are discharged shall be paid any vacation earned in the previous year that has not been taken in the current year, and any vacation earned in the current year.

B. Time lost by officers of the Union while attending to Union duties shall be considered as time worked.

C. In the case of Extra Board Operators, the term regularly assigned work as used in Section A of this Article shall be construed to include time for which they presented themselves as available for work under the terms of the Agreement even though they did not receive work on all occasions when so available.

D. All employees shall receive a pro-rata vacation in the year following the year in which they were employed as follows:

Years	Days
1	5
2-4	10
5-9	15
10-13	18
14-20	20
21-24	25
25+	30

1. After the first full calendar year of their employment, they shall be considered to have been employed on January 1st for vacation computation purposes only.

2. Employees on the Extra Board shall receive vacation pay at eight (8) hours per day. In no event shall any Extra Board Operator receive less than forty (40) hours pay for any full week of vacation, except as provided in Section A above.

3. Vacation pay is not considered time worked for the purposes of computing overtime.

E. The Employer shall post vacation schedules in November of each year. Employees will bid vacations according to seniority during December for the following year. Vacations are not cumulative except as noted in 4 below. Employees may change vacations if approved by management. If a holiday falls during an employee's vacation time, the employee will be given an option of taking an additional day(s) off with pay or

receiving pay for the holiday(s) that occurred during the employee's vacation. If the employee opts to take a day(s) off with pay, the day(s) must be taken at the start or the end of the vacation and will be subject to approval and the availability of manpower. In the event the employee's request is not approved; the employee will be paid for the holiday(s) in addition to their vacation in accordance with Article 24.

1. Employees entitled to less than two (2) weeks of vacation shall take their vacation days consecutively. Employees entitled to two (2) weeks or more of vacation, may take their vacation time consecutively or they may split their total vacation into equal parts of one (1) week each.

2. Any employee desiring to couple his/her vacation with a leave of absence without pay, must first secure the approval of the Department Manager or designee. Employees who use a sick day immediately before or after a vacation period must provide a doctor's note to substantiate the reason for the use of sick leave.

The Employer may permit employees to use vacation time in smaller increments when necessitated by personal hardship. In addition, employees with ten (10) years or more service shall be allowed to take one week vacation (up to 5 days) on one (1) or two (2) day increments with a minimum of forty-eight (48) hours' notice.

3. The Employer may permit an employee to carry over to the following year, up to three (3) days of earned vacation.

4. All vacations will start the first day after an employee's regular day off.

F. Pay In Lieu Of Vacation:

Employees with two (2) to three (3) weeks of vacation may take (1) week pay in lieu of one (1) week vacation. Employees with four (4) or more weeks of vacation may take one (1) or two (2) weeks' pay in lieu of one (1) or two (2) week vacation. Each week of pay in lieu of vacation shall be forty (40) hours at the employee's straight time rate of pay

G. All open vacation weeks will be posted for bid within five (5) working days after the vacation week becomes available. These open vacation weeks shall be posted on Mondays and removed on Fridays. Employees shall have a minimum of three (3) working days to bid by department seniority on open vacation weeks. The Employer shall post the vacation bidding results each Monday.

ARTICLE 24 - HOLIDAY PAY

A. The following shall be paid holidays to eligible employees and such specified holidays are subject to the provisions set forth in this Article:

New Year's Day	Day after Thanksgiving
Martin Luther King Day	Christmas Day
Memorial Day	The employee's birthday
July Fourth	The employee's anniversary of employment
Labor Day	Floating Holiday after one (1) year of employment
Thanksgiving Day	

If any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the day reduced service is provided.

B. Employees required to work on a holiday shall receive eight (8) hours, for a 5/8 week and ten (10) hours for a 4/10 week as holiday pay. In addition, all time worked on a holiday, (except the Birthday and Anniversary Day holiday) shall be paid at one and one half (1 1/2) times the employee's regular rate of pay. However, the employee must work his/her entire last scheduled assignment the day before the holiday, his/her entire scheduled assignment the day of the holiday, and his/her entire first scheduled work assignment the day after the holiday in order to be eligible for holiday pay, unless the employee is on vacation or on a Company approved day off. In the event an employee's regularly assigned day off or an Employer-approved day off falls the day before, or the day after such holiday, for holiday purposes only, she/he will be considered as having worked. If a holiday falls on an employee's regularly assigned day off, she/he shall be paid holiday pay for that day if she/he either works or has an assigned day off on the day before and the day after the holiday. Holiday pay shall not be paid if an employee is on leave of absence, sick, or excused. Employees on vacation shall receive holiday pay in addition to vacation pay. Should an employee's birthday or anniversary of employment fall on another paid holiday, the employee shall receive holiday pay for both days providing all the requirements of this section have been met.

1. Forty-eight (48) hours' notice must be given as to whether or not an employee chooses to work on his/her birthday or anniversary of employment.

2. Employees who do not work their entire scheduled work shift the day before, the day of, and the day after such holiday may be required to provide medical documentation that he/she was incapable of working in order to receive holiday pay.

C. Holiday pay is not considered time worked for the purposes of computing overtime.

D. All employees who have completed one (1) year of continuous service shall be entitled to a floating holiday, in each year of this Agreement, provided however, no more than two (2) employees in any department may be off at any one (1) time, unless manpower is available that will permit more than two (2) employees to be off. This number may be reduced if allowing the employee(s) off would jeopardize the ability of the

Employer to provide service to customers. Bargaining unit employees will not be used for Revenue Vehicle Maintenance Control (RVMC) if it would deny an employee the day off under this Article. Forty-eight (48) hours' notice must be given to take such floating holidays. A floating holiday will be assigned on a first come, first serve basis.

E. All Employees shall be allowed to float their birthday and anniversary of employment for one (1) year from the earned date. Employees who do not take their birthday, anniversary of employment or floating holiday during the one (1) year period will be paid for the day(s), or will be required to be off with pay.

F. On holidays when reduced service is provided, a holiday mark-up shall be posted for employees normally scheduled to work on that day to indicate their desire to work or be off. In the event an insufficient number of employees sign up to work, then work will be assigned in reverse order on the seniority roster of employees normally scheduled to work on that day.

1. Employees who are forced to work on a holiday shall not be allowed to exercise their option to use a Birthday, Anniversary Day or Floating Holiday unless all employees with seniority greater than theirs, who are also forced to work, have been afforded an opportunity to pass and have elected to work. (Exception: a holiday falling on an employee's Birthday).

G. **Requests, Approvals & Priorities** - Birthday, Anniversary, Floating Holidays:

1. Birthday: 1st priority: BD's requested on actual birthday date, 2nd priority: BD's floated (not on actual BD date)

2. Anniversary Day: 1st priority: AD's requested on actual anniversary day. 2nd priority: AD's floated (not on actual AD date)

3. Floating Holiday: All Floating Holidays will be approved on a first-come, first-served basis.

If more than one employee has submitted the request on the same day, approval will be made on a seniority basis.

ARTICLE 25 - PERFECT ATTENDANCE BONUS

It is agreed and understood that positive Employee attendance is beneficial to the Employee, the Employer, the customer, and the Union. Negative employee attendance is costly to the Employer, strains the relationship between the Employer and the customer through less-than-quality delivery of service, burdens coworkers, and oftentimes causes irreparable damage to the image and the credibility of the Employer.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay through perfect attendance. To take advantage of such

opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PERFECT ATTENDANCE: \$250 every two (2) calendar months FOR FULL-TIME and \$125 FOR PART TIME

To earn the PERFECT ATTENDANCE BONUS the employee must have perfect attendance during the entire two (2) month period. Perfect attendance means zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off. This is an additional lump sum payment to eligible employees. It is earned and paid every two (2) calendar months (January & February, March & April, May & June, July & August, September & October, November, & December). In addition, to earn the incentive the employee must be active and at work during the entire two months. Being in a Limited Duty or Work Hardening status under a Return to Work Program shall count as time at work for purposes of this incentive.

ARTICLE 26 - EQUIPMENT FURNISHED – TRANSPORTATION

- A.** It is agreed that efforts will be made for all routes to be assigned the appropriate type of bus for that route (i.e. 35-foot bus, 40-foot bus etc.)
- B.** The Employer agrees to make every effort to maintain its equipment in first class condition at all times.
- C.** Maintenance employees will start all buses and vans for morning runs when the temperature is below thirty-eight degrees Fahrenheit (38F), in the order of pullout time.
- D.** The Employer agrees to reimburse employees for CDL renewal, with receipt, as long as the Employee utilizes the Company designated physician for their DOT physical (as referenced in Article 13).

ARTICLE 27 - OPERATOR UNIFORMS

- A.** All employees shall be required to wear uniforms while on duty, in accordance with the specifications of the Employer. Such specifications shall provide for summer and winter uniforms.
- B.** The period of the year during which such uniforms shall be worn shall be mutually agreed to by the Employer and the Union.

C. All Transportation employees having one (1) full year of service with the Employer shall be entitled up to three hundred sixty-five dollars (\$365) annual uniform allowance provided he/she complies with all provisions of the personnel and uniform dress codes. Watches may be purchased with this voucher allowance through an agreed supplier.

1. The allowance shall not accumulate from year to year, except it will be available for use fifteen (15) months from receipt. The uniform specifications shall be mutually agreed upon by the uniform committee composed of three (3) representatives selected from the Employer, and three (3) selected from the Union. The supplier shall be the lowest responsive, responsible bidder who meets the uniform specifications.

2. The uniform supplier may be allowed to enter Employer premises for sales.

D. The Employer shall issue one (1) raincoat with hood for each new Operator upon request.

E. Union members may wear up to one patch no larger than 4 1/2 inches and pin no larger than 3/4 inches displaying the Union name and/or logo. Union Stewards and/or Officers shall be allowed to wear a Union polo displaying the Union logo, as long as it is in compliance with the uniform policy.

The Parties agree to renegotiate this Article if at any time CapMetro implements a change to the Operator uniform policy requiring an additional cost to Employees.

ARTICLE 28 - TRANSPORTATION HOURS AND OVERTIME

A. Extra Board Operators' overtime will be paid at one and one-half (1-1/2) times the Operator straight time rate for all time worked in excess of forty (40) hours each week. Regular Operators (Operators with bid runs) will be paid at one and one-half (1-1/2) times the Operator straight time rate for all time worked in excess of eight (8) hours per day. Overtime paid on a daily basis shall not be paid again on a weekly basis. Holidays and vacation occurring during a work-week shall not be considered hours worked for the purpose of weekly overtime.

B. No employee shall be required to work in excess of twelve (12) hours per service day for more than two (2) consecutive days, unless he/she desires to do so. In the event an employee has been required to work twelve (12) hours per service day for two (2) consecutive days, on the third day, the employee shall not be required to work more than eight (8) hours, his or her bid run or hold down run. In addition, no employee shall be required to work in excess of his/her bid assignment for more than five (5) consecutive days unless he/she desires to do so.

ARTICLE 29 - PREPARATORY TIME

A. All Operators taking vehicles out of the shop will receive a minimum of fifteen (15) minutes preparatory time, certain routes or spaces may require additional time. Operators needing additional time shall receive twenty (20) minutes preparatory time. The decision to grant Operators twenty (20) minutes will be determined upon mutual agreement between the Company and the Union on a case by case basis. Operators are expected to complete a thorough pre-trip inspection as determined by the Employer during this time.

B. Any Operators required to deliver buses to shop shall not be required to wait for fueling or servicing, provided there is another vehicle available.

ARTICLE 30 - TRAVEL TIME

A. Twelve (12) minutes travel time will be provided to Operators relieving or being relieved in the central business district.

B. Refer to Appendix "B" for payment of travel time outside the CBD.

C. Travel by vehicle will be provided to an Operator making a remote relief at the above locations.

D. The Employer shall provide safe, well-lit layover locations near restroom facilities whenever possible.

ARTICLE 31 - PART-TIME OPERATIONS EMPLOYEES

The Employer may hire Part-time Operators ("employees") in accordance with this Article.

Part-time operators shall be covered under the provisions of the Agreement dealing with the probationary period, Union membership, Union representation, grievance procedures, and arbitration.

The number of Part-time operators shall be limited to 18% of total runs posted for bid.

Part-time operators shall be used at the discretion of the Employer. Generally, they will work trippers, pieces of work not assigned to full-time regularly scheduled runs or the extra board, contract work, and on Saturday and Sunday full eight (8) hour schedules. Part-time operators shall be assigned work by seniority. This may include daily assignments and/or bid part time runs during a mark-up.

Part-time operators shall not work more than twenty-seven (27) hours per week, including weekend work.

Part-time operators shall be paid for all time during which they are required by the Employer to perform any duties. Part-time operators shall not be eligible for time or pay guarantees or for penalty pay provisions.

Part-time operators shall be eligible for seventy-five percent (75%) of the standard uniform allowance provided by this Agreement.

Part-time operators shall be provided passes/multi-purpose cards/devices.

Part-time operators shall not be eligible for paid vacation or other fringe benefits applicable to Full-time Operators, except as specifically provided in this Article.

In accordance with the requirements of the law, Part-time operators shall be covered by the provisions of the Social Security Act and Workers Compensation.

Part-time operators shall accumulate seniority within their ranks for the purpose of bidding for work. Part-time operators shall be considered for Full-time Operator openings by seniority bidding before hiring new operators off the street. Part-time seniority accrued under this provision shall not carry over after an employee has become a Full-time employee.

In the event of a layoff, the number of full and part time operator positions will be determined by the Employer as long as the number of part time operators does not exceed eighteen percent (18%) of the runs posted for bid after the layoff. Layoffs will be done in reverse order of Employer (not classification) seniority. Full-time Operators whose full-time seniority does not allow them to bid a full-time run after the layoff will be offered part time status. A laid off Full-time Operator will be offered a part time operator position only until a full-time position becomes available. These operators will be offered full-time positions first, before any other part time operators are offered full-time positions. When the laid off Full-time Operator returns to full-time, he/she retains the seniority they had as a Full-time Operator.

ARTICLE 32 - RUNS, MINIMUM GUARANTEE, ETC.

A. No less than fifty percent (50%) of all runs at each yard shall be straight runs and trippers. All regular runs shall be completed within a spread of thirteen (13) consecutive hours.

B. As many runs, as reasonable shall be made out of extras and posted at the regular signing of board. If work assignments coupled together to make a regular run extended beyond eleven (11) hours spread time, all time worked beyond eleven (11) hours, if not

already being paid at one and a half (1 1/2) time due to other provisions in this Agreement, shall be paid at one and a half (1 1/2) time.

C. Regular runs shall pay a minimum of eight (8) hours (including all time allowances) and five (5) days shall constitute a normal workweek for all Full-time Operators.

D. Four/Forty (4/40) Bid Run Guidelines

Days Off

Where possible, regular four day/ten hours runs will be rostered to include three consecutive days off and at a minimum two consecutive days off.

Holidays

Each 4/40 employees will be granted the same holidays as 5/40 employees. Contractual language covering holidays in the current Labor Agreement will apply. If the holiday coincides with the employee's regular day to work, but the employee is not scheduled to work, the employee will receive ten (10) hours of holiday pay.

Vacation

Accrued vacation time will be calculated at eight (8) hours per earned day. While using accrued vacation time, a 4/40 employee will be paid a maximum of ten (10) hours per day for each regular work day. Any unused vacation time below ten (10) hours will be paid to the employee or carried over to the following year.

Bereavement Leave

A 4/40 employee will have the option of being paid eight (8) or ten (10) hours of bereavement pay per day, up to the maximum benefit of 24 or 40 hours as outlined in the current Labor Agreement. If an employee so chooses, he/she may elect to use accrued vacation time if available, when using five (5) bereavement days.

Jury Duty

A 4/40 employee required to serve on the jury will receive his/her regular rate of pay for ten (10) hours for each workday served.

Sick Leave

A 4/40 employee on sick leave will be paid a maximum of ten (10) hours at straight time for each workday absent.

Overtime

All hours worked in excess of ten (10) hours in the scheduled workday shall be paid at the overtime rate.

The cooperation of employees in making schedules will be welcomed. All schedules will be made with the aim of furnishing the best possible working conditions for the employees consistent with this agreement.

In pursuance of the above objectives, it is agreed that at least twenty three (23) days prior to the effective date of any new schedule of major change in schedule, the Union will be notified to this effect and will for with appoint a committee known as the Scheduling Committee consisting of three (3) employees (or enough to provide one (1) representative from each location, if more than three (3) locations are affected) with representation from each location involved in the proposed schedule or major change in schedule.

The committee shall have an opportunity to examine any proposed new schedule or major change in schedule and after a period of not more than two (2) days, either express its approval or offer changes consistent with this article.

Employees serving on such Union Schedule Committee will be paid for time lost or, if no time is lost, the actual time spent on such conferences.

Bidding of Runs/Pick Schedule:

Bidding of Runs/Scheduled picks will be conducted as follows:

Day 1 – Schedule Committee Meeting

Days 2 and 3 – Schedule Committee Review

Days 4, 5 and 6 – Post Bid Runs/Schedule

Days 7 thru 20 – Bid Runs/Pick Schedules

21 thru 23 – Prepare Bid Runs/ schedules for implementation

ARTICLE 33 - BIDDING OF RUNS

A. All runs will be open for bid a minimum of two (2) times per year. The effective months of the pick will be January and August of each year. The Employer reserves the right to establish the specific effective dates as are necessary for the timely and efficient implementation of service and schedule changes that will best serve the community and the Employer’s operation in general.

B. The Union will designate two (2) representatives to conduct mark-ups at each location. A list of employee’s scheduled times to markup will be posted at least ten (10) calendar days prior to the posting of the board.

1. Operators will bid runs that have been rostered. Each Operator may, as seniority permits, pick a block of runs that have been packaged to encompass a workweek. The Employer will “package” work by similar route and similar begin and end times to provide for a consistent workweek whenever possible as is shown in the example below. Operators may choose the rostered runs as seniority permits, or may choose to work the Extra Board if they so desire, and seniority permits.

Rostering:

(Example only) # 8 Govalle, Block 813

Monday through Friday Report time: 05:13 AM (M-F) End Time: 13:55 PM (M-F)

2. There shall be bid sheets for seven (7) days of the week.

C. The bidding of runs for Full-time Operators shall be completed within three (3) weeks from the date of the beginning of the mark-up. Each Operator will be given ten (10) minutes maximum to mark-up for his/her choice. Scheduling shall be as follows:

1. Bidding days 1-3: Senior Operators will mark-up beginning at a time after 1400 hours (2:00PM) according to time off their work assignments.

2. Bidding days 4-10: Operators will mark-up during the work hours of 0800 hours (8:00AM) until 1700 hours (5:00PM).

3. During the last two (2) days of the Full-time Operator's bidding, the allotted time to select picks will be increased to fifteen (15) minutes.

4. Part-time Operators shall bid before Full-time Operators, and all open trippers shall be available for bid by seniority at time of bid.

5. The number or bidding days and the bidding start and end times may be adjusted by mutual agreement of the parties.

Operators do not have to go to the picking area to make their choice, however, they must choose according to one of the following methods:

1. Operators may be present at the picking area during their scheduled pick time in order to make their choice when it is their turn to pick. An Operator may trade runs with another qualified Operator in order to be present at the pick provided that no interruption to service or cost to the Employer results.

In addition, Operators may request from the Run Dispatcher that a relief be provided if they desire to be present at mark-up for picking their work. Such request shall be made in writing and no less than seventy-two (72) hours in advance of the Operator's pick time. Approval will be subject to the availability of a relief Operator. The Run Dispatcher shall respond to the request no less than forty-eight (48) hours in advance of the Operator's pick time. Operators relieved for the purpose of being present at mark-up to select their assignments shall not be paid.

2. Operators may pick by submitting a choice slip provided:

a. The choice slip lists the runs in order of preference; and

b. The Operator submits the choice slip to the Employer representative at least one half (1/2) hour prior to the scheduled time to pick.

3. The Employer reserves the right to implement an automated pick system if it should be deemed practical and efficient to do so.

4. If no choice is left, then the Union representative shall select regular runs, the same as or similar to the runs the Operator is currently holding, if possible. The representative of the Employer and the Union shall make an effort to enforce the rules governing Sign-Ups in a fair and consistent manner.

Any dispute arising as to the rights of Operators in picking regular runs shall be considered and settled jointly by the Employer and the Union representatives, as far as practicable at the time they are raised. However, if the Employer and the Union cannot agree, the Employer shall have the right to dispose of said dispute, subject to the right of the employee and/or Union to file a grievance.

5. The Employer will authorize radio contact with Operators who are on a run to coordinate irregularities occurring during the bidding process. The radio will not be used for routine picking.

6. All Operators are responsible for ensuring the accuracy of their pick record card within twenty-four (24) hours. After twenty-four (24) hours the pick record becomes the official record of the pick.

D. Vacant Runs:

Within three (3) days after a run becomes vacant, thirty (30) days or more prior to a regular opening of the board, it will be posted for bids for three (3) days, excluding Saturdays, Sundays and Holidays. During this three (3) day period, any Operator with lower seniority than the Operator vacating the run may turn in his/her bid. When runs are added, they shall be posted for bid three (3) days, excluding Saturdays, Sundays, or Holidays, with all Operators permitted to bid on such runs. Once an Operator has signed for a run at the regular signing of the board, he/she will not be permitted to give up that run and return to the Extra Board, nor will he/she be able to change runs with other Operator during the mark-up period. However, the Employer or the Union has the right to change an Operator during the mark-up period, with the other's consent, if it becomes necessary to do so for the welfare of both, or the welfare of the customers. The above is not construed to mean that an Operator cannot give up a run under the terms of Article 35 entitled "Loss of Run-Change of Schedule".

E. Operator Forced onto a Run:

When the Employer promotes new Operators to Full-time positions and creates new slots on the Extra Board thirty (30) or more days prior to a regular opening of the board, Full-time Operators who were forced to pick a run and were not given an opportunity to select a slot on the Extra Board shall be given the first opportunity to pick a slot on the Extra Board by their seniority, provided the employee has notified the Union Representative at the time of the mark-up of their desire to select a slot on the Extra Board.

F. System-Wide Mark-Ups:

In the event the Employer has more than one operating location, the System-wide mark-up effective in January each year shall allow employees to select between locations, according to seniority. Prior to any physical facility separation, a System-wide Mark-up will be conducted at which time employees shall have an opportunity to choose between locations, according to seniority. Employees will have the option of bidding at any location.

ARTICLE 34 ABSENCES / LATE REPORTS - TRANSPORTATION

A. Absences: A transportation employee unable to report for work, must telephone the dispatch office forty (40) minutes prior to the beginning of their scheduled work shift and inform such supervisor of their impending absence and the reason for it.

Absenteeism is measured in attendance points. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

An unexcused absence, where the employee calls in at least forty (40) minutes prior to the start of his/her shift, is counted as one (1) point.

Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) or more attendance points within a rolling 12-month period, they will be subject to termination.

Clean Slate: If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

B. Failure to Report: An employee, who fails to report their absence for forty-eight (48) hours, shall be terminated for just cause. An employee whose service was terminated shall be reinstated only if the employee supplies evidence that it was not reasonably possible to comply.

C. Late Report: A "late report" is failing to report at the employee's scheduled time or failing to notify dispatch forty (40) minutes prior to the beginning of the employee's scheduled work. A "late report" excused in writing by the Employer does not constitute a "late report" under this section.

1. Each Operator shall sign the board by their scheduled report time. The operator's work begins at his/her scheduled report time and no work shall be performed prior to the report time. Failure to sign in by the scheduled report time constitutes a "late report". The Run Dispatcher will immediately announce the late report and will immediately announce the operator who is now assigned the work in accordance with the Extra Board Procedures.

2. An Operator who does not report by two (2) hours after the beginning of their shift shall be classified as absent without leave (AWOL), and suspended without pay for the entire day. Two (2) occurrences of AWOL in a rolling twelve (12) month period may subject the employee to termination. The employee may be required to provide documentation of the reason in order to have the AWOL excused. Examples of acceptable reasons for excusing an AWOL are emergency, accident, illness or injury.

NOTE: Relief Operators must be at the relief point, ready to board and operate the bus, at the scheduled time. Employees failing to comply with this section shall be assessed a "late report".

If an Operator's relief fails to report to the relief point within one (1) minute of the scheduled time, the Operator shall notify communications dispatch immediately. The Operator shall then continue the schedule to the end of the line and back to the relief point while the Dispatcher secures a relief Operator. The Operator may continue to operate the schedule if requested by the Dispatcher.

D. Penalties:

1. Late report records shall be kept on a rolling twelve (12) month basis. For every late report, employees will receive one (1) late report point.

2. In addition, "late reports" carry the following disciplinary penalties:

Fourth Late Report Point: Written Warning and counseling

Sixth Late Report Point: Final Warning

Seventh Late Report Point: Subject to Termination

Disciplinary action under this section shall be in writing, with a copy to the Union.

E. Last Out Status: The last out status, due to a "late report", is a penalty status and as such that person will not necessarily receive work that day.

1. When the last out person is on a run assignment and an additional assignment comes open, then all other working day Extra Board Operators will be considered first for that assignment including Operators who are on shop. Operators serving a last-out will only receive work behind all employees scheduled to work that day.

2. When an Operator has a late, the dispatcher must decide:

a. No Work Available (NWA) for the employee.

b. Assign the employee a work assignment. The work assignment would be the shortest run time available at that time.

c. Have the employee Call-In at a specified time.

d. Place the employee at the bottom of the list of all employees scheduled to work that day.

ARTICLE 35 - LOSS OF RUN / CHANGE OF SCHEDULE

A. When an employee has signed for a regular run at the regular time of the opening of the board, and schedules are later changed so that such Operator's run is changed by thirty (30) minutes or more, he/she will have the privilege of being represented by the Union, which, in conference with the Employer, will work out a satisfactory exchange of runs or permit such Operator to bump to his/her seniority level. The purpose of this section is to handle the individual case instead of permitting employees to bump other employees for every change in schedule.

In the event an operator reports for work and their assigned run is cancelled due to service curtailment, caused by a significant weather event or other regional emergencies, the operator will be given the option of working an alternate assignment as designated by run dispatch or taking an approved absence. Accrued sick or vacation time may be used under these circumstances to make up any lost hours. If the operator's assigned run is not

cancelled due to service curtailment, the operator will work the assigned run. All operators who work will be paid the greater of their assigned run or what they work.

B. The Employer agrees to give no less than forty-eight (48) hours' notice of any change of any schedule that might affect an employee's assigned hours more than one (1) hour per week.

C. When the Employer fails to notify an employee, and causes him/her to lose time during said forty-eight (48) hour period, he/she shall be paid the regular pay rate for such time as is lost during the period. When schedules are so changed without proper notice causing an employee to report early or late, he/she shall be paid for such time at the regular pay rate.

1. In the event an employee is notified of a schedule change that makes it necessary to bump, he or she shall bump within twelve (12) hours after being notified. All bumps are to be made before change in schedule.
2. An employee whose run has been discontinued shall bump within twenty-four (24) hours. The employee shall be given an option to enter the Extra Board at their seniority level with a) their current regular days off, or b) the employee may choose the same regular days off as any Operator below them (employee's choice).

D. Any Operators may exchange runs, days off, or Extra Board schedule under the following guidelines:

1. On occasional or emergency situations that are not Long-Term exchanges not to exceed once per mark-up, and not more than five (5) days per exchange that would circumvent seniority.
2. Met the provisions of the labor contract and any applicable work rules.
3. Does not result in any additional overtime pay for either Operator.
4. Have turned in a run exchange form to dispatch no later than three o'clock the day before exchange is requested. Run exchange form may be turned into dispatch no more than seven (7) days in advance.
5. Provided both Operators and the Employer are in full agreement with the exchange.

ARTICLE 36 - STREET RELIEF

A. Failure of Relief to Report: If an Operator's relief fails to report to the relief point within one (1) minute of the scheduled time, the Operator shall notify communications dispatch immediately. The Operator shall then continue the schedule to the end of the line

and back to the relief point while the Dispatcher secures a relief Operator. The Operator may continue, if he or she so desires, to operate the schedule if requested by the Dispatcher.

B. Emergency Use of Non-Operators: Field supervisors, dispatchers, and others not classified as bus Operators shall not be used as Operators unless there is an emergency. Emergencies include filling scheduled runs, pieces of work, or contract work when no Operators, Full-time or Part-time, are available.

ARTICLE 37 - EXTRA BOARDS - FIXED ROUTE

A. Extra Board Definition: The parties agree to create a group of bus operators that will work varying shifts based on need. These operators will be selected through normal mark-up process by bidding on extra board shifts.

B. Procedures for Assignment: The parties have established a set of procedures to govern the assignment of extra board shifts. The procedures in effect at ratification are located in Appendix A. These procedures must be mutually agreed to by both parties before changes can be effected by either party.

ARTICLE 38 - EXTRA WORK NOT COVERED BY THE EXTRABOARD

The following shall apply to all extra work not covered by regular full or part time runs when no Extra Board Operators are available:

A. Extra Work Sign-Up: Operator desiring to perform extra work, whether on their regular day off or on their regular working day, may sign up on the Extra Work List no sooner than 12:01AM seven (7) calendar days prior to the day they are desiring to work. The sign-up opportunity for Extra Work for each day will close at 11:00 AM the day before.

If an Operator has requested Extra Work, and later decides otherwise, he/she must inform Dispatch prior to 3:00PM the day before to cancel the request.

When an Operator signs up for Extra Work, he/she shall specify the type of assignment they desire, and their hours of availability.

B. Assignments: All Extra Work assignments will be made in seniority order.

C. Failure to Report/Failure to Perform Work: It will be the responsibility of Operators requesting Extra Work to inspect the board to ensure that he/she knows he/she has extra work for the next day. Operators who have been assigned Extra Work and have accepted

the assignment and do not report on time, or who fail to report their absence as specified in the Agreement will be assessed a late, or an absence.

- D. **Waivers:** Operator choosing Extra Work may submit a waiver to the ten (10) hour and twelve (12) hour rules as do Extra Board Operators in accordance to the Extra Board procedures.

ARTICLE 39 - TRAINING PAY

Operators with students for instruction shall be paid one dollar and fifty cents (\$1.50) per hour, in addition to their regular rate of pay for time worked as Operator instructors. Operators of buses on which students have been assigned for route observation only shall not receive instructor’s pay.

ARTICLE 40 – WAGE RATES OPERATORS

Wages - Operators

	North Current	2910 Current	1/5/2020	1/1/2021	1/1/2022	1/5/2020	1/1/2021	1/1/2022
Start	\$17.00	\$17.00	\$17.30	\$17.50	\$18.00			
1	\$17.40	\$17.00	\$17.68	\$18.03	\$18.22			
2	\$17.75	\$17.00 (+ bonus)	\$17.86	\$18.22	\$18.40			
3	\$18.09	\$18.65	\$18.75	\$18.94	\$19.13			
4	*\$23.25	\$19.55	\$19.78	\$19.98	\$20.18	*\$23.72		
5	*\$23.25	\$21.81	\$22.10	\$22.32	\$22.54	*\$23.95	*\$24.08	
6	\$23.25	\$24.81	\$25.56	\$26.33	\$27.00	*\$25.56	*\$26.33	*\$27.00

*All North Ops Operators currently in their 4th or 5th year of employment will follow the bolded scale above and to the right.

All pay increases will go into effect the beginning of the first full pay period following the date of the increase.

ARTICLE 41 - ABSENCES/LATE REPORTS – MAINTENANCE

- A. **Absences:** An employee who will be absent shall call their supervisor or the shop supervisor on duty as soon as possible, but at least thirty (30) minutes before the start of the employee’s shift and state the reason for the absence.

Absenteeism is measured in attendance points. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

An unexcused absence, where the employee calls in at least thirty (30) minutes prior to the start of his/her shift, is counted as one (1) point.

Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) or more attendance points within a rolling 12-month period, they will be subject to termination.

Clean Slate: If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

B. Failure to Report: An employee who fails to report their absence for forty-eight (48) hours shall be terminated for just cause. An employee whose service was terminated shall be reinstated only if the employee supplies evidence that it was not reasonably possible to comply.

C. Late Report: A "late report" is failing to report at the employee's scheduled time or calling his/her supervisor at least thirty (30) minutes before the start of the shift. A late report excused in writing by the Employer does not constitute a late report under this section.

1. An employee who does not report or call or swipe in by the beginning of their shift shall be assessed one late report.

2. An employee who does not report by two (2) hours after the beginning of their shift shall be classified as absent without leave (AWOL), and suspended without pay for the entire day. Two (2) occurrences of AWOL in a rolling twelve (12) month period may subject the employee to termination. The employee may be required to provide documentation of the reason in order to have the AWOL excused. Examples of acceptable reasons for excusing an AWOL are emergency, accident, illness or injury.

3. The Employer may, at its sole discretion, allow a maintenance employee who reports or calls in late to complete their shift.

4. The Employer will provide "Call Notes" or an answering machine for all employees to report in when the supervisor's area or maintenance office is not manned or open.

D. Late Report Penalties:

1. Late report records shall be kept on a rolling twelve (12) month basis. For every late report, employees will receive one (1) late report point.

2. In addition, "late reports" carry the following disciplinary penalties:

Fourth Late Report Point: Written Warning and counseling

Sixth Late Report Point: Final Warning

Seventh Late Report Point: Subject to Termination

Disciplinary action under this section shall be in writing, with a copy to the Union.

ARTICLE 42 - MARK-UPS - MAINTENANCE - SHIFT & VACATIONS

Sign-Ups—Maintenance: Maintenance employees shall have a general selection of shifts, and days off and location in their respective department according to department seniority once per year. The effective month of the mark-up, shall normally be February of each year. Shifts and days off in the maintenance department shall be posted at least five (5) working days (excluding Saturday, Sunday and Holidays) prior to mark-up. The mark-up becomes effective on the beginning of the next pay period start date, following the mark-up, however the effective date shall not be sooner than seven (7) calendar days from the mark-up. The Employer may choose to have additional selections during the year due to work load requirements, shift changes, or other work requirements. Maintenance employees shall be allowed to pick vacations twice per year.

A. Mark-Ups

During mark-ups Specialty Shop positions will only be available for current employees within that Specialty Shop unless a Specialty Shop has a position open at the beginning of

the mark-up. Employees in Specialty Shops will pick, by seniority, any open position that is currently shown. If an employee currently in a Specialty Shop position elects, at their pick time, to select a position outside that Specialty Shop, the remaining position will be subject to a "bump down" at the end of the mark-up.

1. The Union will designate two (2) Union Representative(s) to conduct mark-ups. In addition, one (1) Union Representative will be designated, and compensated for a total of four (4) hours, to conduct the Service Island mark-up.

2. If, during the mark-up, an employee is not available to pick work, the Union representative conducting the mark-up will select work that is as close as possible to the employee's current work schedule.

3. If, during the mark-up, a maintenance employee scheduled to pick is on an assignment that prohibits them from being able to select work at the time scheduled, the employee will have work assigned that is as close as possible to the employee's existing work assignment, and the Employer will make every reasonable effort to contact the employee to pick.

4. The mark-up will be posted within twenty-four (24) hours for all mechanics to verify their bid. All employees are responsible for ensuring the accuracy of their pick documents. After twenty-four (24) hours, excluding Saturday, Sunday and Holiday, the pick record becomes official.

5. When an employee, who elected an open position during a mark-up or bump down, fails to meet performance standards of that position, the Employer will assist such employee in identifying training that may enable that employee to meet those standards. Such training, however, will be limited to supplemental or equipment specific training and the employee is expected to have the technical expertise, experience and training required as the foundation for that position.

6. Probationary employees shall have the same mark-up privileges as other employees.

7. Employees that are absent sixty (60) days prior to mark-up cannot mark-up and shall be put at the bottom of the seniority list. Employees have to return by 1700 hours on Friday of the week preceding the mark-up to be eligible for the mark-up.

8. Employees actively engaged in the work hardening program or the restrictive duty (i.e. Light Duty and Limited Duty) programs shall be allowed to mark-up.

9. Employees who were absent from work more than sixty (60) days, and return to work within two (2) weeks prior to mark-up, must work their scheduled work shift for

a minimum of six (6) weeks after the mark-up, or their position can be opened for a Bump Down. If an employee's picked position was opened as a result of them not completing six (6) weeks of scheduled work due to long term absence, they will follow established return procedures when available to work.

B. Special Mark-Up / Bump-Down

If a vacancy occurs within the Maintenance Department, a special mark-up/bump down will be held within five (5) business days of the vacancy(s) occurrence. All vacancies that occur within the Maintenance Department shall be first offered to current employee(s) in the Maintenance Department.

1. This mark-up will be limited to only the vacant position, as shown on the original mark-up including location, and the vacant position will be filled by the employee who qualifies and has the most seniority. All notices of vacancy will be posted for ten (10) days. Awarded bump down positions shall be filled at the beginning of the next full pay period. Bump downs will not be held for open positions within thirty (30) days before mark up.
2. If the vacancy occurs within a Specialty Shop, that position will be made available to the entire Maintenance Department; with the provision the employee selecting the open position meets the Specialty Shop's qualification/certification requirements.
3. If no employee(s) is/are qualified as determined by the Employer, and/or if no qualified employee(s) bid(s) on the vacant position(s), the Employer shall have the right to fill the position with a qualified new-hire candidate.
4. Changes in job descriptions will be provided to the Union for review thirty (30) days prior to implementation.

C. Vacation Mark-Up

A Vacation Mark-up schedule for all maintenance departments will be posted during the last week in January. This will include all weeks' vacation available by department and by shift. This includes the weeks during the month of January and February of the following calendar year, which would include and be charged to the employee's following year's earned vacation time. Only an Employee's following year's earned vacation time can be used for the weeks in January and February.

The Maintenance Vacation Mark-up will be conducted by the employee's company seniority date (per Article 43, Section C). Vacation Mark-ups will be conducted within the two (2) weeks following the Maintenance Position Mark-up regularly scheduled each February. Weeks available for picking will start with the first full week in the month of March. After completion of the March Vacation Mark-up, remaining open weeks of vacation will be available to employees, who have remaining earned vacation time, on a "first come first serve basis".

During the month of August, a second Vacation Mark-up will be conducted. Employees, by company seniority, will have an opportunity to select any remaining open weeks of vacation. Employees can only pick currently open weeks of vacation at this time; no "bumping" will be permitted. Any weeks of vacation that the Employee has remaining from the current year's allocated vacation time, can be selected at this time.

If a vacation week, which was initially chosen during either Vacation Mark-up, becomes available for any reason, this week will then be posted on the Monday morning following the week the vacation became available, as defined in Article 23 section G. This vacation time will be available for bidding by all employees. The employee with the highest Company Seniority, who had signed the posting, will be awarded that weeks' vacation.

Employees who are able to receive pay in lieu of vacation, as outlined in Article 23 section F, may elect this option at any time.

ARTICLE 43 - CLASSIFICATIONS-MAINTENANCE

A. It is the general policy of the Employer, in accordance with its maintenance needs, to use its maintenance employees for work which he or she is qualified, reserving to the Employer the right to judge qualification and ability of the employees, and to assign employees such work as she or he is qualified to perform.

Maintenance employees will perform all work requirements to the best of his or her ability and endeavor to acquire knowledge to better enable him or her to perform their work requirements successfully and efficiently.

B. Job descriptions will be in writing and will be furnished to all employees. The job descriptions will change from time to time with new and more advanced equipment or technology. Each employee will be given a copy of the job description in which he or she is presently employed and a copy of all updated changes as they occur.

1. Job classifications recognized as of the effective date of this Agreement are listed below. Additionally, job descriptions developed by the Employer shall include

necessary certifications, experience, and performance expectations for each classification and shall be furnished to employees in the following classifications:

Vehicle Mechanics:	AA (Master), A (Class I), B (Class II), C (Class III)
Body Shop Mechanics:	AA (Master), A (Class I), B (Class II), C (Class III)
Building Maintenance Technicians:	AA (Master), A (Class I), B (Class II), C (Class III)
Parts Clerks:	Entry Level, P1, P2
Service Island Employees	
Shop Utility Workers	
Utility Workers	
Service Writers	

C. Department Seniority – All Maintenance Employees:

If an employee changes departments within the Company; i.e., an Operator or a Service Island Employee becomes a Mechanic or a Building Maintenance Tech, the day the Employee starts in that department will be their department seniority date. Department seniority will be used for shift, days off and overtime choices. Company seniority for vacations and holidays picks.

A current up-to-date seniority roster, for Department and Company Seniority and current markup sheet showing shift and days off, shall be posted at all times.

D. Training, Certifications, and Advancement - Vehicle Maintenance Mechanics, Body Shop Mechanics, and Building Maintenance Technicians

1. Vehicle Mechanics will advance by demonstrated ability as evidenced by certification in the following modules:

C: Minimum hiring requirements (New-Hire) as established by Employer

B: All Class III plus
H6 (ASE) or Electrical Systems Module
H5 (ASE) or Suspension and Steering Module
H8 (ASE) or Preventative Maintenance and Inspection (PMI)

Class I A: All Class II plus
H4 (ASE) or Brakes Module

H2 (ASE) or Diesel Engine Tune-up Module

H7 (ASE) or Heating Ventilation and Air Conditioning (HVAC)

Master AA: All Class I plus
Advance Electronic Controls
Diesel Engine and Transmission Overhaul
Alternative Technology

2. Body Shop Mechanics will advance by demonstrated ability as evidenced by certification in the following modules:

C: Minimum hiring requirements (New-Hire)

B: All Class III plus
(ASE), Paint and Refinishing

A: All Class II plus
(ASE), Non-Structural Analysis and Damage Repair B-5 (ASE), Mechanical and Electrical Components

AA: All Class I plus
(ASE), Structural Analysis and Damage Repair B-6 (ASE),
Damage Analysis and Estimating

3. Building Maintenance Technicians will advance by demonstrated ability as evidenced by certification in the following modules:

C: Minimum hiring requirements (New-Hires)

B: All Class III plus Preliminary Training Module
Underground storage tanks/fueling system Maintenance Module Texas Commission of
Environment Quality, Underground Storage Tank Certification - Class C Bus Lift
Maintenance Module

A: All Class II plus
Engine Washer Maintenance Module Bus
Washer Maintenance Module Paint Booth
Maintenance Module EPA licensing - 608 /609

AA: All Class I plus

Advance Schematic Reading Program Electronic
Controllers / Electrical Tech Program

Note: Company will attempt to "certify" any module training and/or test, when possible, in order for employees to receive national recognition and/or licensing.

Vehicle systems as related to mechanic classification / grade.

- A/C
- Air Brakes
- Transmission repair
- Engine overhaul including tune ups
- Suspension
- Electrical
- PM Inspections

All AA Mechanics must be proficient in Five (5) of the Seven (7) vehicle systems listed above.

All A Mechanics must be proficient in Four (4) of the Seven (7) vehicle systems listed above.

All B Mechanics must be proficient in Three (3) of the Seven (7) vehicle systems listed above.

The Company and the Union agree to develop standard operating procedures to determine proficiency qualifications (refer to proficiency document for details).

4. Parts Clerks will advance by demonstrated ability as evidenced by certification in the following modules:

Entry Level: -Minimum hiring requirements (New Hires)

Class P1: -All Entry Level plus
-Any one (1) of (ASE) P-1, P-2, or P-4

Class P2: -All Class P-1 plus
-Any one remaining (ASE) "P" tests specified above - Note: Tests need not be taken consecutively.

E. Except for Service Island Employees and Shop Utility Workers, all Vehicle Maintenance employees will advance in classification by demonstrating ability as evidenced by certification in modules to be developed by the Employer. Satisfaction of the Class Advancement Written and Oral Criteria can be met by either passing the ASE Test in identified area, or successful completion of department module, or passing module "test-out" exam.

1. Certification includes oral, written, and hands-on testing. Test materials shall have been reviewed by appropriate professional consultants. Upon request, the oral and written tests will be offered at the first available time, but not to exceed sixty (60) days beyond such request. The hands-on testing will be subject to availability of work, parts, personnel, and operational requirements. Time spent in certification testing will be paid at straight time.

2. All time spent by mechanics in Employer-sponsored training in preparation for advancement certification will be paid at straight time. Employees who take and pass the aforementioned ASE Transit Bus certification test(s) will be reimbursed for test fees and awarded a three hundred-dollar (\$300) bonus for passing each successful recognized test. Employees who renew their ASE certification(s) will be awarded a three hundred-dollar (\$300) bonus for each passed test recognized for the advancement classification.

3. Mechanics may access and use any tuition reimbursement plan that is available from the Employer, subject to the limitations of any such tuition reimbursement plan for the purpose of training or courses related to the work of the employee, and which will benefit the employee and the Employer. Such time spent in an off-site training or educational facility shall be voluntary and unpaid.

F. Qualified Employees:

The Employer may request the selection of qualified individuals for Short (or Long)-Term projects as necessary to participate in the Quality Assurance and specification writing for new vehicles, experimental projects, new technology or continuing improvement efforts. Such selections shall be made by posting each opportunity, with minimum criteria, for employee's elected participation. Final selection will remain with the Employer. Employees who are selected and participate in such projects shall not lose pay thereby.

G. Specialty Shops:

It is recognized that within the general mechanic's area, or Running Repair, there are identified Specialty Shops of Electronics, Heavy Repair and Wheel Chair Lift/AC: Within the Body Shop area there is an identified Specialty Shop of Upholstery. Specialty Shops may require certifications and/or qualifications, outside of Class Advancement Module Certifications.

H. Tools: The employer shall provide the necessary specialty tools for the employees to do their work.

ARTICLE 44 MAINTENANCE - HOURS AND OVERTIME

A. Five (5) days of eight (8) hours shall constitute a normal workweek. All hours worked in excess of eight (8) hours per day shall be paid at one and one-half (1-1/2) times the employee's straight time hourly rate. Overtime paid on a daily basis shall not be paid again on a weekly basis. Holidays and vacation occurring during the workweek shall not be considered hours worked for the purpose of computing overtime.

The Employer shall schedule work shifts of four (4) days of ten (10) hour workdays, for a forty (40) hour workweek schedule.

NOTE: For those employees who select four (4) / ten (10) hour work week as the employee's regular work schedule, it is understood that daily overtime shall only be paid for hours in excess of ten (10) hours per day.

B. A scheduled overtime sign-up sheet shall be posted each Monday, through close of business on Wednesday's 3rd shift, for the purpose of assigning the following workweek's overtime (Sunday through Saturday). Work will be assigned and the employee shall be notified by the Thursday following Monday's posting. Any employee who chooses not to sign up for Monday's, posting will automatically rescind their privilege for that posting. Overtime will be issued equitably, in seniority order, to those who have signed up provided the required skill sets are met to perform the tasks.

Employees awarded scheduled overtime may request, to their Supervisor, to be removed

from working the scheduled overtime, provided notice is given at least forty-eight (48) hours prior to the start of his / her shift. Resulting available work will be filled by normal unscheduled overtime procedures.

Any dispute covering scheduled overtime posting, will be taken to the Vehicle Maintenance Superintendent within forty-eight (48) hours of posting, or the issue will be considered resolved.

Unscheduled overtime shall be distributed according to seniority based on a sign up list within the shift. If possible, employees who have signed up for unscheduled overtime will give their Supervisor prior notice when they become unavailable for unscheduled overtime work.

It is the responsibility of the employees requesting overtime to check the scheduled overtime posting to **ensure** insure that he/she knows their work schedule. Employees who are scheduled for overtime, and fail to report at the start of their assigned shift, will be handled under the Attendance Guideline Policy.

C. Mechanics and Building Maintenance Technicians who are performing an assigned task which is not completed within their shift may, be allowed to stay over one (1) hour in order to complete the assignment with supervisory approval.

D. Employees on Emergency Work Assignments or Road Calls are required to remain until relieved. Every effort will be made to equalize this type of overtime. If an employee is detained outside of the garage, due to Emergency Work, Road Call or other emergency, Supervisory personnel will attempt to relieve these employees as soon as feasible.

E. Whenever the Employer is unable to obtain the necessary number of people to work overtime, employees will be assigned in reverse seniority order. The junior employees are required to work the overtime in these circumstances.

F. No employee shall be required to work for more than twelve (12) hours per shift for more than two (2) consecutive days, unless the employee desires to do so. In the event an employee has been required to work twelve (12) hours per shift for two (2) consecutive days, on the third day, the employee shall not be required to work more than eight (8) hours, or their picked shift. No employee shall be required to work their normally scheduled day off, unless the employee chooses to do so. Mandatory overtime cannot be imposed for more than fifteen (15) working days per calendar month.

G. Maintenance employees are required to be in uniform, and ready to work, at the start of their work shift. Maintenance employees will have two (2) - fifteen (15) minute breaks (includes wash up time) during each shift. All maintenance personnel will have a ten (10) minute wash up time before lunch and the end of their shift. Maintenance employees will receive a thirty (30) minute unpaid lunch period during their shift.

H. Time clocks will be used for the purpose of determining lates and database information. At such time when time clocks are used to monitor work time standards, the Union and employees will be consulted in the development of time standards.

I. Shop Temperature: The company shall maintain a reasonable temperature throughout the working areas of the maintenance shops during the periods of cold weather.

J. Within the Maintenance Department it has been recognized that there exists separate identified areas and Specialty Shops. When in the judgment of the Employer overtime is required, overtime will be offered, and awarded, to the employees who have picked work assignments within each of the identified areas or Specialty Shops. Any work assignment can be given during any work shift.

K. Work Out of Classification/Grade: In order to provide an employee with the opportunity to attain the skill level of the next hire classification/grade an employee will from time to time be assigned work which would normally be performed by an employee in a higher classification/grade. This work will generally be assigned under the supervision of a lead mechanic or shop supervisor and such assignment will result in the assigned employee being paid at the rate of pay of the higher classification/grade.

ARTICLE 45 - UNIFORMS, LICENSES AND TOOLS

A. The Employer agrees to contribute the cost of rental uniforms for all maintenance employees in order to ensure that six (6) changes are available per week.

B. The Employer agrees to furnish appropriate replacement licenses as required for all employees.

C. Service island employees will be issued insulated coveralls during the winter season. The Employer shall furnish protective rain gear with hoods for those employees who regularly work outside; i.e., service employees, etc. An employee who loses his/her gear shall bear the expense of replacement. The Employer will replace gear, which has become unwearable, if it is turned in to his/her shop supervisor.

D. Mechanics, and apprentice mechanics will receive a tool and equipment allowance of four hundred and sixty dollars (\$460.00) per year, provided original receipts for tool purchases in the full amount are submitted a minimum of thirty (30) calendar days in advance of the employee's anniversary date. If original receipts for tool purchases do not total four hundred and sixty dollars (\$460.00), the Employer will provide a tool allowance equal to the total of original receipts furnished. In no event will a tool allowance greater than \$460.00 be paid to any employee in any year of this Agreement. An employee may submit a receipt for purchase of cold weather coat or coveralls as part of the tool allowance provided herein. The allowance shall be paid no later than the next regular pay period preceding the employee's anniversary date.

E. The Employer shall contribute up to one hundred and thirty-five dollars (\$135.00) once each year toward the purchase of safety shoes. Safety shoes must be worn while on duty. The allowance shall be paid no later than the next regular pay period preceding the employee's anniversary date.

F. The Employee is responsible for keeping his/her tools and tool boxes secured at all times. Employees shall be required to update their tool inventory list a minimum of once per calendar year, within five (5) working days of their anniversary date. The Employer shall reimburse up to seven thousand five hundred dollars (\$7,500.00) for all tools and tool boxes owned by the employee which are stolen from property, provided the following provisions are met:

- 1.** The employee must report the theft to the immediate supervisor, security, and the appropriate law enforcement agency.
- 2.** Stolen articles must have been listed on the employee's most recent tool inventory.

Within thirty (30) days of the effective date of this Agreement, each Maintenance employee shall complete and provide the Employer with a complete tool inventory list.

ARTICLE 46 - WAGE RATES MAINTENANCE

Wages - Maintenance Employees

	North Current	2910 Current	1/5/2020	1/1/2021	1/1/2022
AA (Master)	\$29.96	\$30.20	\$31.11	\$32.04	\$32.84
A (1st Class)	\$27.18	\$29.14	\$30.01	\$30.91	\$31.69
B (2nd Class)	\$24.63	\$28.13	\$28.97	\$29.84	\$30.59
C (3rd Class)	\$21.07	\$27.44	\$28.26	\$29.11	\$29.84
Parts Clerk (Entry Level)	N/A	\$17.87	\$18.41	\$18.96	\$19.43
Parts Clerk (P1)	N/A	\$18.98	\$19.55	\$20.14	\$20.64
Parts Clerk (P2)	N/A	\$22.07	\$22.73	\$23.41	\$24.00
Utility Worker	\$16.51	\$17.87	\$18.41	\$18.96	\$19.43
Service Island Employee	N/A	\$20.10	\$20.70	\$21.32	\$21.86
Part Time Service Island Employee	N/A	\$14.98	\$15.43	\$15.89	\$16.29
Shop Utility	\$16.51	\$17.87	\$18.41	\$18.96	\$19.43
*Service Writers	N/A	\$22.07	\$22.73	\$23.41	\$24.00

*Service Writers hired prior to ratification will receive the following percentage raises annually.

1/5/2020	1/1/2021	1/1/2022
3%	3%	2.5%

All pay increases will go into effect the beginning of the first full pay period following the date of the increase.

SHIFT DIFFERENTIAL: Mechanics, Building Maintenance Technicians, and Parts Personnel:

2nd shift: 55¢ per hour
 3rd shift: 65¢ per hour

SHIFT DIFFERENTIAL: Service Employees

2nd shift: 25¢ per hour
 3rd shift: 35¢ per hour

For purposes of shift differential pay, covering both eight (8) hour and ten (10) hour shifts, the Shift Differential Premium, for the Maintenance Department, shall be awarded as follows;

First Shift Differential Premium is identified for scheduled shifts Ending Times from 09:31 thru 18:30 hours Second Shift Differential Premium is identified for scheduled shifts Ending Times from: 18:31 thru 03:30 hours Third Shift Differential Premium is identified for scheduled shifts Ending Times from: 03:31 thru 09:30 hours

NOTE: Scheduled shift ending time is defined as the shift's end time, from the Maintenance Mark-Up, which the employee picked to work.

- A. Employees filling temporary supervisory positions shall receive one dollar (\$1.00) per hour in addition to their regular hourly rate. The need for these positions, and the personnel selected to fill them, is determined by the Director of Maintenance or their designee.
- B. When an employee is called out while off duty, she/he will be paid for (2) hours minimum for work duty.
- C. All pay increase will go into effect the first full pay period following the date of the increase.

ARTICLE 47 – UT SHUTTLE WORK

Alternate Status (UT Shuttle Work Only): Operators with two or more years of seniority; may bid voluntary alternate status on UT Shuttle work only. An alternate status position carries no requirement for working regular daily or weekly shifts during a given bid period, subject to the following part (A). An alternate operator does not accrue seniority and may perform any one-day or multiple-day operator assignment or charter / special service. An alternate operator may at any time immediately change to regular status by bidding for and being awarded a regular shift. An alternate operator and a regular operator are subject to the same qualifications for economic benefits, and have equal rights to cover all open assignments and charter / special service, subject to the provisions of this Agreement governing seniority, overtime and work assignments.

Voluntary Alternate Status (UT Shuttle Work Only): A voluntary alternate operator is an operator who bids for and is awarded a voluntary alternate status position. Voluntary alternate status positions shall be made available for bidding only on UT Shuttle work.

Should an operator on voluntary alternate status during a UT class service phase not perform the following required driving and/or standby shifts, the operator may be discharged effective the last day of the bid period. The operator must perform the shifts during the bid period. An operator must perform at least fifteen (15) times during the fall bid period, at least fifteen (15) times during the spring bid period, at least five (5) times during the summer bid period.

Involuntary Alternate Status: An operator shall be placed on involuntary alternate status if, at the operator's bidding time, no work is available.

Extra Board: All operators awarded an extra board position must be qualified, as established by the Company, to operate all equipment and perform all routes to which they may be assigned. An extra board operator may be assigned fixed-route work if no work is available.

Bid Periods: For each service phase listed below, an operator will select a regular and/or extra board position or be placed on a leave of absence in accordance with CBA provisions.

Summer Bid Period

UT summer

Fall Bid Period

UT fall registration

UT fall classes

UT fall finals

Spring Bid Period

UT spring registration

UT spring classes (not including spring break)

UT spring finals

Paid Holidays and Personal Days: Any non-probationary shuttle operator who is scheduled to work shall receive pay for the following:

- Martin Luther King, Jr. Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving

Operators who work on the days referenced above will be paid for their regularly scheduled run plus whatever time actually worked.

Birthday Holiday: All non-probationary UT shuttle drivers shall receive their Birthday each year as a paid holiday. If a UT Shuttle Operator wishes to use his/her paid Birthday on a

day other than his/her Birthday, the operator must give notice to the Company at least forty-eight (48) hours in advance of when the operator wants to use the paid Birthday. An operator who chooses to use his/her Birthday on another day will have three (3) months from their Birthday to use the paid day or the day will be forfeited.

Employees who work a minimum of 500 hours in the preceding July through June shall receive five paid (5) Personal Days each twelve (12) month period allotted each July 1.

Personal Day Bonus: A regular operator who has worked at least 650 hours during the most recent six (6) month period ending June 30 or December 31 shall be entitled to two (2) additional paid personal days.

An eligible operator shall select any personal day(s), separately or consecutively, subject to the following restrictions: The Company must receive the operator's request by telephone or in writing by 5:00 p.m. at least two (2) business days prior to the designated personal day(s). The Company will not unreasonably refuse a personal day request, but may deny such request if the operator's absence will prevent the Company from covering assignments.

IN WITNESS WHEREOF, the parties above-named have signed their names and affixed the signatures of their authorized representative on the ___ day of _____, 2020.

UNION:

COMPANY:

Brent Payne, President

Date: _____

Date: _____

APPENDIX "A" EXTRA BOARD PROCEDURES

This document is created in response to Article 38 of the Collective Bargaining Agreement and is intended to outline the methods of assigning bus operator work that is not being performed by a regular bid Operator. This procedures document cannot be modified without the consent of both the Employer and the Union.

A. PROCEDURES FOR CALLING OFF WORK

1. Operators (including regularly assigned bus operators, extra board operators, and shop operators) will sign in according to Article 35, Paragraph A of the Collective Bargaining Agreement, but no earlier than one (1) hour prior to their report time.
2. The Board closes at 1100 hour (11:00 AM) each day. An Operator's work status for the following day is determined at this time by the dispatchers as being one of the following:
 1. Sick
 2. Leave of Absence
 3. Union Business
 4. Employer Business
 5. Suspension
 6. AP (Absent With Permission)
 7. Vacation
 8. Seniority Day
 9. Floating Holiday
 10. Birthday
 11. Bereavement
 12. Jury Duty
 13. Training
 14. Military Leave
 15. Worker's Compensation
 16. RDO (Regular Day Off)
 17. Fatigue Relief-Ten (10) hour rule
 18. Miscellaneous/Other
3. Sick Status of an Operator prior to or after 1100 hours (11:00 AM)
 - a. Employees reporting sick shall do so in person at the Dispatch Office or by telephone or via Company radio system, unless the injury or illness is so severe it requires some other person to notify the Company on the employee's behalf.
 - b. Reporting in sick prior to 1100 hours (11:00 AM): An Operator who reports sick prior to 1100 hours (11:00 AM) will be placed on the sick list and will remain on the sick list until the Operator reports to dispatch and asks to be removed. If Operator does not call prior to 1100 hours (11:00 AM) that Operator will receive no assignment for the following day. However, this also means that an Operator can report prior to 1100 hours (11:00 AM) and on/off the sick list. If reporting on/off the sick list, the Operator will only be placed on the list for one day. The

Operator intent is not to work that day's assignment due to sickness but will work the next day's assignment.

- c. Reporting in sick after 1100 hours (11:00 AM): An Operator has these options:
1. An Operator who reports sick after 1100 hours (11:00 AM) will be placed on the sick list and their assignment will become open work on the following day and assigned by dispatch accordingly on that day.
 2. An Operator who reports sick after 1100 hours (11:00 AM) and within the same phone or radio conversation can ask to be taken off the sick list. This could mean that an Operator is sick on route, goes into a sick status, is replaced on route, and the Operator will perform their assignment the following day.

B. WORK HOURS RESTIRCTIONS AND WAIVERS

1. Operators will receive minimum of ten (10) hours off between service days unless they agreed to less than ten (10) hours by signing a waiver. Even with a waiver, there will be a (5) hour minimum between service days. This is referred to as the Ten (10) Hour Fatigue Rule.
2. Operators will drive no more than twelve (12) hours per service day unless the employee agrees to do so by signing a waiver. (Driving hours is the platform time and not necessarily the total pay time.) This is referred to as the Twelve (12) Hour Driving Rule.
3. The maximum (availability) required for an Extra Board employee shall not exceed fourteen (14) hours, unless the employee volunteers to work additional hours, and signs a waiver. This is referred to as the Fourteen (14) Hour Availability Rule.
4. Waivers of these work hour restrictions are effective for a particular day, and must be completed on the Employees supplied form.
 - a. Waivers are due to dispatch by 1100 hours (11:00 AM) to be effective for the following day's assignment(s).
 - b. An Operator will be allowed to verbally waive restrictions at the time of assignment; However, the written waiver must be turned into the Dispatch Office within twenty-four (24) hours.
 - c. An Operator will be allowed to turn in a waiver up to seven (7) days in advance.

C. EXTRA BOARD BASIC RULES

1. Prior to each mark-up, the Union and the Employer will meet to discuss the split between AM board and PM board slots. The parties will work to achieve mutual agreement on the split between the Boards. Should agreement not be achieved, the final decision will be determined by the Employer.
2. If, during the mark-up period, it is determined that the split between AM board and PM board and/or days off of current extra board members no longer meet the needs to cover the assignments, changes to the extra board assignments will be required. Either party may request a review of the balance of the board.

The parties will meet to review the data regarding assignment and work to reach mutual agreement on the number of slots needed for each board and each day of the week. Should agreement not be achieved, the final decision will be determined by the employer. The extra board will be rebalanced using the procedures outlined below. Such rebalancing will not be permitted more than twice per mark up period.

- a. All extra board operators will be notified of the required changes.
 - b. The least senior operator from the board that is overstaffed will be shifted to the board that is short-staffed.
 - c. All extra board Operators will be given a form to indicate their preferences for days off. A schedule will also be distributed, detailing when forms are due for each group of operators, based upon seniority. This schedule will allow operators with lesser seniority to review the results of more senior operators' bids, prior to submitting their forms.
 - d. Based on the distributed schedule, an employer representative and a Union representative will go through each form, assigning operators to the new extra board slots and new regular days off, by seniority.
 - e. The final assignments will be posted on or before Monday before the assignments go into effect on Sunday.
3. Runs will be assigned to Hold Down, AM Extra Board or PM Extra Board based upon seniority
 4. Any Operator with sufficient seniority for a regular route who takes the Extra Board at the regular signing of the board, may later bid on runs that become open, provided they were not below him/her at the time of the markup.
 5. Extra Board Operators' overtime will be paid at one and one-half (1-1/2) times the Operator straight time rate for all time worked in excess of forty (40) hours

each week. Regular Operators (Operators with bid run) will be paid at one and one-half (1-1/2) times the Operator straight time rate for all time worked in excess of eight (8) hours per day. See Article 33, Section H for Four/Forty (4/40) Bid Run Guidelines.

6. Extra Board Operators that complete all assignments given to them will be guaranteed forty (40) hours pay each week.
7. Extended Absence: When an Operator comes off extended sickness or worker's compensation, and did not mark-up at the last Employer mark-up session, the Operator will go on to the Extra Board.
 - a. The Operator will bump onto the Extra Board in their seniority position and be allowed to choose days off that any Operator with lesser seniority has. The Operator will be allowed to choose whichever board (AM or PM board) would have been available to them, based on seniority, at the regular markup.
 - b. The Operator may elect to go on the Hold Down Board but must make that decision on the day of return to duty, provided there is a vacancy.
 - c. The Employer shall post any vacant Hold Down slot/positions for bid it by seniority within forty-eight (48) hours of the vacancy and shall be made available for bid to Operators who have returned to work, as described above, and did not have the opportunity to bid a Hold Down slot on the day of their return because of vacancy was not available.
8. The working day Extra Board Operators will be the primary individuals to receive all work assignments.

D. ASSIGNMENT OF HOLD DOWN RUNS

1. The Hold Down Extra Board will be assigned hold down runs.
 - i. HOLD DOWN RUN: A run that is anticipated to be vacant for five (5) days or more days by a regular Operator for any reason.
 - ii. HOLD DOWN EXTRA BOARD: Twenty-five (25) Operators for Fixed Route; on their respective Extra Board may select the hold down Board at regular mark-up that is held by the Employer. These persons will submit choice slips each week to bid on the Hold Down run.
 - iii. When selecting hold down board at regular mark up, each employee will also select a slot on the regular AM or PM extra

board. While the AM and PM designation will not govern the work they select from the hold down, it will dictate which Extra Board they are assigned to should they not receive a hold down run. These Operators who pass (or have no Hold Down left to choose) will become part of their designated Extra Board (AM or PM Board).

- iv. The total number of Hold Down slots available may be increased or decreased with mutual consent from the parties.
 - v. When the Hold Down Board has an open slot, Dispatch will put the open slot up for bid for the Extra Board Operators to be it on. If no operator bids on the hold down position it will be filled from the bottom of the seniority roster of the Extra Board Operators.
- b. The AM Extra Board will be assigned work with a start time between 0000 hours and 1159 hours.
 - c. The PM Extra Board will be assigned work with the start time between 1200 hours and 2359 hours
2. Every Wednesday by 1200 hours (12:00 AM), all known Hold Down runs will be posted in the display case for bid.
 3. The following Monday, the Hold Down be it will close at 12:00 hours (12:00 PM), The runs will be removed and the bidding results will be posted and made available by 1800 hours (6:00 PM). The following Sunday , those Hold Down runs that were picked will go into effect.
 4. Once the results have been posted, there shall be no other changes in the Hold Down bid run assignment, unless the regularly assigned operator returns mid-week.
 - a. Should that occur, the regularly assigned Operator will reclaim his or her regular run upon notice to dispatch before 1100 hours (11:00 AM) hours the day prior to returning to work.
 - b. The Hold Down Operator will return to the Extra Board in seniority order retaining the Hold Down days off for the remainder of the week.
 - c. Should no hold down run be assigned, the operator will revert to the board which they picked at mark-up.
 - d. The operator will be guaranteed, at a minimum, the number of hours they had bid on for the week (total hours of the initial hold down assignment).

5. If a run has been posted for Hold Down bid in error and the error is discovered prior to the beginning of the work week, the affected Hold Down Extra Board Operator shall be given a choice of retaining the Hold Down days off. The Hold Down Operator retains all privileges and responsibilities of the Extra Board.
6. If a Hold Down Operator is given an additional assignment in error, the Hold Down Operator will be in Run Around Status for only the additional piece and will still be responsible for the original Hold Down assignment for that day.
7. On a daily basis, after completing the Hold Down run, the Hold Down Operator returns to the Extra Board at the bottom of the list.
 - a. The Hold Down Operator is responsible for checking their assigned Extra Board each day to ensure he or she is aware of possible changes or additional assignments.
8. Hold Down Operators will select holiday work at the system-wide markup based on the scheduled days off for the markup. For hold down operators that bid on holiday work, if the operator's hold down assignment for the week of the holiday is scheduled to have the day of the holiday as an off day, the operator will be contacted by dispatch and given the option of working the holiday run or taking the holiday off.

E. DAILY ASSIGNMENT OF OPENWORK

1. The dispatcher will first check for Operators off for any reason. These operators' runs will be assigned to the extra board. The Working Day Extra Board Operators /Drivers will be the primary individuals to receive all work assigned before any RWD/RDO Operators.
2. The employer may, at the discretion of the dispatcher, assigned trippers and the separate pieces of a split run to various operators. This re-pairing of work may take place no earlier than the daily mark-up on the day prior to the assignment.
 - a. The dispatcher will re-pair the work before assigning runs to individual operators.
 - b. Runs that include a straight run and another piece will be assigned as straight runs under section 3 below, with the length of the original straight run determining the assignment order.

- c. When pieces are added to a run, the piece will be added to the shortest run with which it fits.
 - d. Because the re-paired work is not a regular run, it is not subject to the spread time provisions outlined in Article 33.
3. After determining open work, all runs will be listed in run time order as follows:
- A.M Straights (reporting between 0000 hours and 1159 hours)
 - A.M. Splits (reporting between 0000 hours and 1159 hours)
 - A.M. Shop (reporting between 0000 hours and 1159 hours)

 - P.M. Straights (reporting between 1200 hours and 2359hours)
 - P.M. Splits (reporting between 1200 hours and 2359hours)
 - P.M. Shop (reporting between 1200 hours and 2359hours)
4. All AM runs and shop will be assigned to AM Extra Board operators in the order listed above.
All PM runs and shop will be assigned to PM Extra Board operators in the order listed above.
5. All charter work will be considered extra work and will not be assigned ahead of regular route runs.
6. The longest run with the earliest report time in each category will be marked up first, then the next longest with the earliest report time, etc.
7. An Operator may be filled out on at least eight (8) hours of full run and/or piece work. Piece work is assignment of less than eight (8) hours in duration. Therefore, an Operator may be filled out on two (2) or more pieces of work.
8. All work will be marked up, beginning with runs with most runtime. Shop will always be marked up after all other work is marked up.
- a. All trippers or remaining pieces of split runs scheduled to begin at 12:00 AM and prior 8:00 AM will be assigned to the AM Extra Board.
 - b. All trippers or remaining pieces of split runs scheduled to begin after 12:00 noon and prior to 8:00 PM will be assigned to the PM Extra Board.
 - c. Any trippers or remaining pieces of split runs not meeting the criteria above may be withheld or not assigned, provided the dispatcher posts

the listing of open work adjacent to the posting of Extra Board assignments for the day.

9. Should there be two (2) runs with the same run time in the same category; the run that has the earliest report time will be marked up first. The same applies when marking up trippers for piece work.
10. All work assignments for the next day will be closed out by 1100 hours (11:00 AM) and marked up in the order as specified above, beginning with the senior Operator for the following day.
11. All Extra Board Operators will be given an assignment of either a regular run or shop.
12. After marking up the AM and PM Extra Board, all names are then to be transferred to regular run sheet using Operators name and ID number. A copy of the Extra Board Assignments sheets will be posted on the driver's room bulletin Board by 1400 hours (2:00 PM) daily. Operators may call in for next day's assignment after 1400 hours (2:00 PM) for assignments beginning the following day.
13. Operators wishing to work extra work will sign the extra workbook. See Article 39 of the Collective Bargaining Agreement for details related to the extra work book.
14. When all Extra Board Operators fill out, the dispatcher will then mark up any remaining trippers or piece work that needs to be marked up by seniority mark up as listed below.
15. If there are no Extra Board Operators available, due to their work schedule, work will be assigned in the following order:
 - a. Extra Board on RWD
 - b. Working list on RWD
 - c. RDO Operators
 - d. Last Out Status
16. When runs become open during the course of a service day, those assignments will be assigned in accordance with the order indicated above.

17. When assigning work, straight runs will not be broken into separate pieces, unless all options to assign the whole run have been exhausted.
18. Dispatchers will record the time all work comes open and will make such information available to any Extra Board Operator who desires that data.
19. Three times throughout the day, Dispatch will post the current work that is listed as open work. The parties will mutually agree on the times for this posting.

F. ADDITIONAL ASSIGNMENTS FOR EXTRABOARD OPERATORS

1. An extra board operator may be given additional assignments on the day of the assignment, as long as these assignments conform to the hours of service restrictions outlined above.
2. When an extra board operator finishes an assignment:
 - a. At the property- all Extra Board Operators must check back with the dispatcher, after returning their bus to the employer property if the assignment is concluded prior to the operator completing either fourteen (14) hours of available time or twelve (12) hours of driving time. Operators may call by bus radio for additional assignments provided they call only within one (1) hour prior to their finish time.
 - b. In the CBD or Remote Relief (Fix Route Only): All Extra Board Operators must check back with the dispatcher after concluding each assignment that concludes before the Operator completes their fourteen (14) hours of available time or twelve (12) hours of driving time. Operators relieved in the CBD may call by bus radio for additional assignments provided they call only within one (1) hour prior to their finish time
 - c. Operators may call by phone within one (1) hour prior to their finish time or may call after finishing the assignment.
 - d. Operators being relieved in the CBD have one (1) hour to return to the shop area, after being relieved, and may be assigned to a further assignment.
 - e. Operators being relieved on Pleasant Valley Rd: The Operator has ten (10) minutes to report to dispatch when relieved at the bus shop between East Fifth Street and the railroad tracks on Pleasant Valley Rd. The Operator has twenty (20) minutes to report to dispatch when relieved at the bus stop on East Seventh Street and Pleasant Valley Rd. This is unpaid travel time.
 - f. Upon calling for additional assignments the operator may be told:

- g. No work is available (operator may go home).
3. No employee shall be required to work in excess of twelve (12) hours per service day for more than (2) consecutive days, unless he/she desires to do so. In the event an employee has been required to work twelve (12) hours per service day for two (2) consecutive days, on the third day, then employee will be allowed to pass on any work assignments beyond the initial work assignment for that day. An employee so wishing to pass must notify dispatch immediately upon receiving the assignment.

G. SPECIFIC INFORMATION – PROTECTIVE ASSIGNMENT OR SHOP

1. All protecting times (shop time) required by the employer shall be paid for.
2. The dispatcher will assign Operators to protective assignments, also known as shop time, in order to have operators available in the event of a last-minute open assignment.
3. Shop time is assigned after regular runs as described, in “Daily Assignment of Open Work”
4. An operator assigned a tripper (as their extra board assignment) of less than their shop minimum, upon returning to the garage, be placed on shop until the shop minimum has been reached.
5. An Operator who is assigned to a tripper for shop time will, upon returning to the garage, be placed on shop until the shop minimum has been reached.
6. Shop Time Rules:
 - a. An Operator on shop will remain on shop until given an assignment, or until the operator has filled out with at least the shop minimum.
 - b. The shop minimum for the first shop assignment the operator receives for the day is four (4) hours continuous time. The shop minimum for the second shot assignment an Operator receives for the day is two (2) hours consecutive time. These are minimums, the dispatcher may, at their discretion, retain the operator on shop for longer than the shop minimum.
 - c. For AM shop, the latest shop time given as a first shop assignment will be 7:30 AM.

- d. For PM shop, the latest shop time given as a first shop assignment will be 6:00 PM.
- e. When working the first piece of shop for the day, once shop operators have reached four (4) hours of shop time, the Dispatcher shall release Operator(s) off shop.
 - i. After 12:00 noon, all AM Board Operators will be released from shop before any PM Board Operators are released.
 - ii. After 12:00 midnight, all PM board operators will be released from shop before any AM board operators are released.
- f. When being released from the first shop assignment of the day, the dispatcher may, at their discretion, assign the operator to return for second shop assignment.
 - i. AM board operators will receive a return shop time that starts before 12:00 noon.
PM board operators will receive a return shop time that starts before 12:00 midnight.
 - ii. Upon returning for a second shop assignment, the operator will remain on shop until given an assignment or until the operator has reached two (2) hours shop time.
- g. When an assignment becomes available the work will be assigned to available shop operators as follows:
 - i. Assignment means being notified of a start time, ending time, and total pay time of a piece of work.
 - ii. For example, an assignment can be a full run, a tripper, a change out assignment, an assignment to transport an operator downtown, or other instruction provided by dispatch.
 - iii. Any assignments of a full run, tripper, or other passenger service will be assigned to the most senior operator on shop.
 - iv. Any assignment for change out, transport of another operator or any other assignment, that does not include passenger service will be assigned to the most senior operator on shop.
- h. When an assignment comes available that will violate the Twelve (12) Hour Driving Rule or Fourteen (14) Hour Availability Rule for the most senior operator.
 - i. Dispatch will offer the Operator the opportunity to sign a waiver and accept the whole run. If the Operator chooses not to sign the waiver, dispatch will split the run so as not to violate the Twelve (12) Hour Driving Rule or Fourteen (14) Hour Availability and the Operator will be assigned the shortened version of the run.

- i. While on Shop, when the Operator is given an assignment, the Operator makes their way to the relief point by whatever means possible and necessary.
- j. When a shop Operator receives an immediate assignment requiring special transportation, such as by a supervisor, shop time stops, and travel time status starts.
- k. The number of Operators and the start time assigned to shop shall be determined by the Dispatch office.
- l. The shop Operator has the responsibility to remain in the immediate vicinity and to keep the dispatcher informed of their whereabouts.
- m. Any Extra Board Operator on shop may request a pass on an assignment, provided there are additional Shop Operators on duty to cover run assignments. Dispatch reserves the right to deny the request. By passing on a run, the operator forfeits their six (6) hours guarantee for the day. They will be released and paid for any time worked to that point.
- n. Reporting to the CBD for shop assignments: Routinely, an Operator will be given at least one (1) hour (unpaid) between assignments requiring travel to or from the CBD. If the Operator is required to be in the CBD in less than one (1) hour, transportation will be provided, and travel time is paid while being transported and while awaiting their assigned block to arrive.

H. SPECIFIC INFORMATION – RUN AROUND STATUS

- 1. The Employer has the right to cancel work prior to assigning that work. However, once an Operator is assigned and the work assignment is then canceled, or any other dispatch error is made, the Operator will be considered on Run Around Status. Once an Operator has started an assignment and is recalled by dispatch, in an emergency situation, the Operator will be in Run Around Status.
- 2. Assignment for a Run Around operator means being notified of a Block Number to Drive, a start and ending time, a place to report, and pay time considering that assignment.
- 3. Any Operator who is on Run Around Status will be placed on the bottom of the Extra Board for the day, and work will be assigned in the order outlined in “Daily Assignment of Open Work” above. An Operator on Run Around Status will receive work before an Operator on Last Out Status.
 - a. If no assignment is given to the operator within two (2) hours, they will be given an NWA (No work available)

for the rest of the day, and paid the time due based on the initial assignment.

- b. If given an assignment, they will be paid the greater of the following:
 - i. The time due based on the initial assignment.
 - ii. The time due based on the new work assignment.

- 4. If a mis-assignment is realized after an operator has already started a run, and the manpower is available to relieve the Operator, the Operator will be relieved in place on Run Around Status.

I. SPECIFIC INFORMATION – LAST OUT STATUS

- 1. When an Operator reports late for work, and their scheduled run has already been assigned to another operator, they will be placed on Last Out Status. The last out status due to a late, is a penalty status and as such that person will not necessarily receive work that day.
- 2. Operators serving last out status, will only receive work behind all employees scheduled/available to work that day.
- 3. When an Operator/Driver has a late, the Dispatcher must decide:
 - a. No work available (NWA)for the employee.
 - b. Assign the employee a work assignment. The work assignment would be the shortest run time available at that time.
 - c. Have the employee to call in at a specific time. Such call-ins will be managed as described below:
 - i. Operators in this status are only required to call the dispatch once. At the call in, the Operator will be given an assignment to confirm to the report times, as outlined below or will be released to a No Work Available (NWA) status.
 - ii. Report Time After Calling In:
 - 1. Reporting to the shop area: The Operator may be required to report to the shop area as early as one and one-half (1 ½) hours of a certain call-in time.
 - 2. Reporting to the CBD: The Operator may be required to report to the CBD as early

as two (2) hours after an assignment of “call in at a certain time “.

3. The dispatcher may ask the Operator to report earlier than the times listed above; however, the Operator is under no obligation to accept this assignment if requested to report earlier than as specified above. The Employer will not impose a penalty on an Operator who chooses not to report earlier than requested.

APPENDIX “B” TRAVEL TIME

Garage	Proposed Relief Location	Remote Relief Veh	Travel Time
NOPSBUS	Rutland Station		0
NOPSBUS	NCTC	✓	15
NOPSBUS	Howard Station	✓	15

NOPSBUS	RRTC	✓	30
NOPSBUS	Manor/Susquehanna	✓	15
NOPSBUS	<u>Kramer Station</u>	✓	6
NOPSBUS	<u>Rundberg@West Loop</u>	✓	5
NOPSBUS	LODE	✓	20
NOPSBUS	NLTC	✓	10
NOPSBUS	26th/San Jacinto	✓	20
NOPSBUS	26th/University	✓	20
NOPSBUS	21st/Whitis	✓	20
NOPSBUS	Techridge	✓	20
NOPSBUS	Pavillion	✓	13
NOPSBUS	Lakeline	✓	20

Garage	Proposed Relief Location		Travel Time
EAST5TH	CBD		12
EAST5TH	PV/5th		0
EAST5TH	5th/Shady		6
EAST5TH	Heflin	✓	13
EAST5TH	WCBS	✓	25
EAST5TH	PVEL		15
EAST5TH	ACC	✓	15
EAST5TH	SCTC	✓	20
EAST5TH	WGTC	✓	20
EAST5TH	7th/Chicon		10
EAST5TH	WCML	✓	25
EAST5TH	BKBJ	✓	20
EAST5TH	LODE	✓	20
EAST5TH	Hancock	✓	15
EAST5TH	MLK/Alexander	✓	15
EAST5TH	23rd/San Jac		15

CONTRACTED BUS OPERATIONS AND MAINTENANCE SERVICES

Attachment 1 – Mod 26 - FRAMEWORK FOR WAGES

November 4, 2021

Capital Metro recognizes that wage levels in the current labor agreement are not adequate to hire and retain a high performing workforce.

Capital Metro is committed to funding wages at the rates described below through contract modification with the Service Provider. Capital Metro requires that the Service Provider utilize the following terms as the "floor" for negotiating a revised labor agreement with the Union.

When bargaining with the Union, the Service Provider is required to offer, at a minimum, the wage components listed below. Non-wage related changes are necessary to meet Capital Metro's goals of creating an engaged and productive workforce and a culture of performance. Service provider must honor those goals when negotiating an amended labor agreement with the Union.

ARTICLE 12 - REPORTING REQUIREMENTS

A. Transportation: A transportation employee unable to report for work, must telephone the dispatch office ~~sixty (60) forty (40)~~ minutes prior to the beginning of their scheduled work shift and inform such supervisor of their impending absence and the reason for it. The Employer will provide telephone support whereby the calling employee can leave a recorded message in case the telephone is not answered. If the employee leaves the recorded message, he/she must leave his/her name, the time called, the reason for the call, and a telephone number at which the employee can be reached should the Employer wish to contact the employee for further information. The Employer must retain the ability for the employees' dispatcher or designee to talk directly to the employee except in cases of emergency.

ARTICLE 21 - INSURANCE AND SICK LEAVE

A. Sick Leave:

Employees who are off work due to a bona fide sickness or non-occupational injury shall be eligible for sick leave.

1. **Accumulation of Sick Leave Benefits** - Sick Leave shall be accumulated at the rate of one (1) day per month of employment.

2. **Use of Sick Leave Benefits** - Sick Leave shall not be paid on scheduled days off, vacation days, and paid holidays. The sick leave payment, to which an employee is entitled, shall be paid at the employee's regular straight time hourly rate for eight (8) hours per each day of absence due to sickness, non-occupational injury, disability, or pregnancy, subject to the limitations set forth in this Article. Paid sick leave shall accrue and be paid in terms of full days only. If an employee works any part of a day and becomes ill before completing his/her day's assignment, the next workday will be

considered his/her first day of illness. Sick leave payment under this section will not be made to employees whose illness or injury is caused or results from the use of intoxicants, narcotics, their own misconduct, illness or injury sustained while on leave of absence without pay, nor shall they be paid for injury suffered in the employ of another Employer.

3. Sick leave benefits will begin on the **first (1st)** ~~second (2nd)~~ day of any one (1) illness or on the first day of hospitalization. ~~Sick leave benefits will begin on the first (1st) day of any one illness for employees with fifty (50) or more days of accrued sick leave, or for all regular full-time employees working out of the north yard prior to January 5, 2020 with five (5) or more years of service.~~

ARTICLE 23 - VACATIONS

F. New Employee Time Off: In lieu of vacation for the first year of employment, new employees will receive three (3) days of PTO (Paid Time Off) after completing thirty (30) calendar days of employment. The thirty (30) day period begins after release from training. PTO days must be approved in advance using the requirements for floating holidays as defined in Article 24. PTO not used before the employees first anniversary will be forfeited. Days off requested and denied will be paid out on the first pay period following the employee's anniversary date.

ARTICLE 24 - HOLIDAY PAY

A. The following shall be paid holidays to eligible employees and such specified holidays are subject to the provisions set forth in this Article:

New Year's Day	Day after Thanksgiving
Martin Luther King Day	Christmas Day
Memorial Day	The employee's birthday
Juneteenth	The employee's anniversary of employment
July Fourth	Floating Holiday after one (1) year of employment
Labor Day	
Thanksgiving Day	

If any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the day reduced service is provided.

ARTICLE 25 - PERFECT ATTENDANCE BONUS

**Moved to Article 40 & 46*

ARTICLE 28 - TRANSPORTATION HOURS AND OVERTIME

B. No employee shall be required to work in excess of twelve (12) hours per service day for more than two (2) consecutive days, unless he/she desires to do so, and the Employer has

authorized waivers. In the event an employee has been required to work twelve (12) hours per service day for two (2) consecutive days, on the third day, the employee shall not be required to work more than eight (8) hours, his or her bid run or hold down run. In addition, no employee shall be required to work in excess of his/her bid assignment for more than five (5) consecutive days unless he/she desires to do so, and the Employer has authorized waivers. **Authorization of or denial of waivers shall be for the whole bargaining unit and not specific to any individual employee.**

ARTICLE 34 ABSENCES / LATE REPORTS - TRANSPORTATION

A. Absences: A transportation employee unable to report for work, must telephone the dispatch office **sixty (60)** ~~forty (40)~~ minutes prior to the beginning of their scheduled work shift and inform such supervisor of their impending absence and the reason for it.

Absenteeism is measured in attendance points. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

An unexcused absence, where the employee calls in at least sixty (60) ~~forty (40)~~ minutes prior to the start of his/her shift, is counted as one (1) point.

Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) or more attendance points within a rolling 12-month period, they will be subject to termination.

Excessive Absenteeism: If the total number of unexcused absences in a twelve (12) month period reaches twenty (20) days the employee may be subject to termination. In the event the employee has a long term illness or injury that is not covered by another leave, the employee should seek a medical leave of absence. Any absence for illness or injury will be considered an excused absence with documentation from a medical provider.

Clean Slate: If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

B. Failure to Report: An employee, who fails to report their absence for forty-eight

(48) hours, shall be terminated for just cause. An employee whose service was terminated shall be reinstated only if the employee supplies evidence that it was not reasonably possible to comply.

C. **Late Report:** A "late report" is failing to report at the employee's scheduled time or failing to notify dispatch ~~sixty (60) forty (40)~~ minutes prior to the beginning of the employee's scheduled work. A "late report" excused in writing by the Employer does not constitute a "late report" under this section.

ARTICLE 40 - WAGE RATES OPERATOR COMPENSATION

Bus Operators	Existing	New			
	1/1/22	1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
Start	\$18.00	\$22.00	\$22.66	\$23.34	\$24.04
1st Anniversary	\$18.22	\$23.00	\$23.69	\$24.40	\$25.13
2nd Anniversary	\$18.40	\$24.00	\$24.72	\$25.46	\$26.23
3rd Anniversary	\$19.13	\$25.00	\$25.75	\$26.52	\$27.32
4th Anniversary	\$20.18	\$26.00	\$26.78	\$27.58	\$28.41
5th Anniversary	\$22.54	\$28.00	\$28.84	\$29.71	\$30.60
6th Anniversary	\$27.00				

Bus Operators	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

The above wage premium shall be in addition the hourly rate of pay for all hours worked.

All pay increases will go into effect the beginning of the first full pay period following the date of the increase.

Extra Board Premium	Current
Extra Operators who work Monday through Friday	\$1.50
Extra Board Operators who work Saturday/Sunday	\$2.00

*The Extra Board premium is only for those employees who bid an Extra Board position during the mark-up process and is paid in addition to the hourly rate of pay for all hours worked. UT Shuttle operators who elect full time status will be treated as bid extra board operators when UT services are not operating and shall receive the above premium.

Pay for Performance (all categories) \$200/month

- A. All pay increases will go into effect the beginning of the first full pay period following the date of the increase.
- B. It is agreed and understood that positive Employee performance is beneficial to the Employee, the Employer, the customer, and the Union.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE: \$200 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.
- Safety Performance: No preventable accidents.
- Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The \$200 monthly lump sum bonus shall be paid in a separate check on the first pay period of the following month from which it was earned.

ARTICLE 46 - MAINTENANCE ~~WAGES~~ COMPENSATION

	Existing	New			
	1/1/22	1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
AA (Master)	\$32.84	\$33.84	\$34.86	\$35.90	\$36.98
A (1st Class)	\$31.69	\$32.69	\$33.67	\$34.68	\$35.72
B (2nd Class)	\$30.59	\$31.59	\$32.54	\$33.51	\$34.52
C (3rd Class)	\$29.84	\$30.84	\$31.77	\$32.72	\$33.70
Parts Clerk (Entry Level)	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32
Parts Clerk (P1)	\$20.64	\$21.64	\$22.29	\$22.96	\$23.65
Parts Clerk (P2)	\$24.00	\$25.00	\$25.75	\$26.52	\$27.32
Utility Worker	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32
Service Island Employee	\$21.86	\$22.86	\$23.55	\$24.25	\$24.98
Part Time Service Island	\$16.29	\$17.29	\$17.81	\$18.34	\$18.89
Shop Utility	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32

Service Writers	\$24.00	\$25.00	\$25.75	\$26.52	\$27.32
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	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

The above wage premium shall be in addition the hourly rate of pay for all hours worked.

Shift Differential	Current	Proposed
Mechanics, Building Maintenance Techs, & Parts personnel		
2nd Shift	\$0.55	\$0.90
3rd Shift	\$0.65	\$1.00
Service Employees		
2nd Shift	\$0.25	\$0.60
3rd Shift	\$0.35	\$0.70

Pay for Performance (all categories) \$200/month

It is agreed and understood that positive Employee performance is beneficial to the Employee, to Employer, the customer, and the Union.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE:

Individual Performance: \$100 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.
- Safety Performance: No preventable accidents
- Performance Standards: No disciplinary actions of any sort Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.

Shop Performance: \$100 every month for each employee when the Miles Between Road Calls goal is met and the employee's scheduled shift achieves 100% of

scheduled pull outs for the month. In the event the goal is not met because the Employer failed to provide the necessary tools and/or equipment to ensure shop performance all employees shall receive the \$100 shop performance bonus.

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The monthly lump sum bonuses shall be paid in a separate check on the first pay period of the following month from which it was earned.

**ARTICLE 47 - UT SHUTTLE WORK
Amend per MOU**

**ARTICLE NEW- SUPERVISORS/DISPATCHERS/ETC.
Add per MOU**

Supervisors/Dispatchers/Trainers	Existing	New			
	1/1/22	1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
Dispatcher/Road Supervisors	\$28.04	\$29.50	\$30.39	\$31.30	\$32.24
Trainer	\$28.04	\$29.50	\$30.39	\$31.30	\$32.24
Maintenance Supv/Qual Assurance	\$33.87	\$35.50	\$36.57	\$37.66	\$38.79

The above scale reflects the starting wage rates for the above classifications. Existing employees with a rate of pay not in the above scale shall receive a \$1.50 increase effective 1/1/22, then 3% each January 1st for 2023, 2024 and 2025.

	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

The above wage premium shall be in addition the hourly rate of pay for all hours worked.

Lead Position Premium \$1.50

Pay for Performance (all categories) \$200/month

- C. All pay increases will go into effect the beginning of the first full pay period following the date of the increase.
- D. It is agreed and understood that positive Employee performance is beneficial to the Employee, the Employer, the customer, and the Union.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE: \$200 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- **Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.**
- **Safety Performance: No preventable accidents.**
- **Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.**

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The \$200 monthly lump sum bonus shall be paid in a separate check on the first pay period of the following month from which it was earned.

Memorandum of Understanding
Between
MV Transportation – Austin, TX
&
ATU Local 1091

MV Transportation-Austin, TX (“Company”) and Amalgamated Transit Union Local 1091 (“Union”) are parties in a Collective Bargaining Agreement (CBA) dated January 5, 2020 through December 31, 2022.

*The Parties agree to replace the current language contained in Article 47 – UT Shuttle Work, with the following:

ARTICLE 47 – UT SHUTTLE WORK

There shall be two categories of UT Shuttle Operators – “Regular” and “Seasonal”. Both Regular and Seasonal UT Shuttle routes will be bid on and awarded by seniority in the December mark-up. During the mark-up, Regular UT Shuttle Operators shall pick a normal UT bid as well as an available fixed-route extra board bid. The extra board Regular Days Off shall remain the same as their regular markup bid work.

Regular UT Shuttle Operators will drive UT Shuttle routes while the UT Shuttle is in service and will be placed on the fixed-route extra board any time the UT Shuttle is not in full service or will be offered open bids based on seniority. If placed on the extra board, they would be placed below the least senior regular extra board driver on that day. Regular UT Shuttle Drivers qualify for all of the full-time benefits in this CBA, not including the benefits specifically listed in this Article.

Seasonal UT Shuttle Operators will drive UT Shuttle routes while the UT Shuttle is in service. Seasonal UT Shuttle Drivers only qualify for the benefits listed below. They do not qualify for any other additional benefits listed in the CBA.

Seasonal UT Shuttle Operators are eligible for:

- Health insurance coverage per Article 21 (A)(1), only if the Driver works over 1,200 hours in the year prior.
- ATU 401(k) plan that provides all participating Seasonal UT Shuttle Operators with a Company matching contribution equal to 50% of the first 6% of contributions which individual employees make to the plan (maximum 3% Company matching contribution).
- \$250 perfect attendance bonus as referenced in Article 25

Union Initials B.P

Company Initials CP

- 100% of uniform allowance as referenced in Article 27
- Paid Holidays and Personal Days: Any non-probationary seasonal shuttle operator who is scheduled to work shall receive pay for the following:
 - Martin Luther King, Jr. Day
 - July 4th
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving

In the event one of the above holidays are bid and the operator is scheduled to work, but service is cancelled he/she shall still receive holiday at his/her regularly scheduled run pay. Seasonal UT Operators who work on the days referenced above will be paid for their regularly scheduled run plus whatever time is actually worked.

- Birthday Holiday: All non-probationary Seasonal UT shuttle Operators shall receive their Birthday each year as a paid holiday. If an operator wishes to use his/her paid Birthday on a day other than his/her Birthday, the operator must give notice to the Company at least forty-eight (48) hours in advance of when the operator wants to use the paid Birthday. An operator who chooses to use his/her Birthday on another day will have three (3) months from their Birthday to use the paid day or the day will be paid out on the next full pay period.

Employees who work a minimum of 500 hours in the preceding July through June shall receive five paid (5) Personal Days each twelve (12) month period allotted each July 1.

- Personal Day Bonus: A Seasonal UT Shuttle Operator who has worked at least 650 hours during the most recent six (6) month period ending June 30 or December 31 shall be entitled to two (2) additional paid personal days.
- An eligible Seasonal UT Operator shall select any personal day(s), separately or consecutively, subject to the following restrictions: The Company must receive the operator's request by telephone or in writing by 5:00 p.m. at least two (2) business days prior to the designated personal day(s). The Company will not unreasonably refuse a personal day request, but may deny such request if the operator's absence will prevent the Company from covering Seasonal UT assignments.

Extra Board: All operators awarded an extra board position must be qualified, as established by the Company, to operate all equipment and perform all routes to which they may be assigned.

There shall be two (2) UT Shuttle Extra Board Lists – One (1) for Regular UT Operators and one (1) for Seasonal UT Operators. There will be a minimum of five (5) Operators on the Seasonal UT Extra Board list when the UT Shuttle is in full service. Seasonal UT Extra Board drivers may volunteer to drive fixed route but cannot be forced. After the fixed route extra board is exhausted, (after “last out” status as referenced in Appendix A (15)(d)), Regular UT extra board operators may be assigned to fixed route based on business need. They will be assigned to fixed route based on their UT seniority.

Alternate Status (UT Shuttle Seasonal Work Only): Operators with two or more years of seniority; may bid voluntary alternate status on UT Shuttle work only. An alternate status position carries no requirement for working regular daily or weekly shifts during a given bid period, subject to the following part (A). An alternate operator does not accrue seniority and may perform any one-day or multiple-day operator assignment or charter / special service. An alternate operator may at any time immediately change to regular status by bidding for and being awarded a regular shift. An alternate operator and a regular operator are subject to the same qualifications for economic benefits and have equal rights to cover all open assignments and charter / special service, subject to the provisions of this Agreement governing seniority, overtime and work assignments.

Voluntary Alternate Status (UT Shuttle Seasonal Work Only): A voluntary alternate operator is an operator who bids for and is awarded a voluntary alternate status position. Voluntary alternate status positions shall be made available for bidding only on UT Shuttle work.

Should an operator on voluntary alternate status during a UT class service phase not perform the following required driving and/or standby shifts, the operator may be discharged effective the last day of the bid period. The operator must perform the shifts during the bid period. An operator must perform at least fifteen (15) times during the fall bid period, at least fifteen (15) times during the spring bid period, at least five (5) times during the summer bid period.

Involuntary Alternate Status (Seasonal UT Shuttle): An operator shall be placed on involuntary alternate status if, at the operator’s bidding time, no work is available.

Bid Periods: For each service phase listed below, an operator will select a regular and/or extra board position or be placed on a leave of absence in accordance with CBA provisions.

Summer Bid Period

UT summer

Fall Bid Period

UT fall registration

UT fall classes

UT fall finals

Spring Bid Period

UT spring registration

UT spring classes (not including spring break)

UT spring finals

Union Initials B.P

Company Initials CP

TENTATIVE AGREEMENT
between
AMALGAMATED TRANSIT UNION LOCAL 1091
and
MV TRANSPORTATION INC.
2910/North Ops
November 10, 2021

ARTICLE 12 - REPORTING REQUIREMENTS

A. Transportation: A transportation employee unable to report for work, must telephone the dispatch office sixty (60) minutes prior to the beginning of their scheduled work shift and inform such supervisor of their impending absence and the reason for it. The Employer will provide telephone support whereby the calling employee can leave a recorded message in case the telephone is not answered. If the employee leaves the recorded message, he/she must leave his/her name, the time called, the reason for the call, and a telephone number at which the employee can be reached should the Employer wish to contact the employee for further information. The Employer must retain the ability for the employees' dispatcher or designee to talk directly to the employee except in cases of emergency.

ARTICLE 21 - INSURANCE AND SICK LEAVE

B. Sick Leave:

Employees who are off work due to a bona fide sickness or non-occupational injury shall be eligible for sick leave.

1. Accumulation of Sick Leave Benefits - Sick Leave shall be accumulated at the rate of one (1) day per month of employment.

2. Use of Sick Leave Benefits - Sick Leave shall not be paid on scheduled days off, vacation days, and paid holidays. The sick leave payment, to which an employee is entitled, shall be paid at the employee's regular straight time hourly rate for eight/ten (8/10) hours per each day of absence due to sickness, non-occupational injury, disability, or pregnancy, subject to the limitations set forth in this Article. Paid sick leave shall accrue and be paid in terms of full days only. If an employee works any part of a day and becomes ill before completing his/her day's assignment, the next workday will be considered his/her first day of illness. Sick leave payment under this section will not be made to employees whose illness or injury is caused or results from the use of intoxicants, narcotics, their own misconduct, illness or injury sustained while on leave of absence without pay, nor shall they be paid for injury suffered in the employ of another Employer.

3. Sick leave benefits will begin on the first (1st) day of any one (1) illness or on the first day of hospitalization.

ARTICLE 23 - VACATIONS

H. New Employee Time Off: In lieu of vacation for the first year of employment, new employees will receive three (3) days of PTO (Paid Time Off) after completing thirty (30) calendar days of employment. The thirty (30) day period begins after release from training. PTO days must be approved in advance using the requirements for floating holidays as defined in Article 24. PTO not used before the employees first anniversary will be forfeited. Days off requested and denied will be paid out on the first pay period following the employee's anniversary date. This section shall apply to all employees including UT operators.

ARTICLE 24 - HOLIDAY PAY

A. The following shall be paid holidays to eligible employees and such specified holidays are subject to the provisions set forth in this Article:

New Year's Day	Day after Thanksgiving
Martin Luther King Day	Christmas Day
Memorial Day	The employee's birthday
Juneteenth	The employee's anniversary of employment
July Fourth	Floating Holiday after one (1) year of employment
Labor Day	
Thanksgiving Day	

If any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the day reduced service is provided.

ARTICLE 25 - PERFECT ATTENDANCE BONUS

**Moved to Article 40 & 46*

ARTICLE 28 - TRANSPORTATION HOURS AND OVERTIME

B. No employee shall be required to work in excess of twelve (12) hours per service day for more than two (2) consecutive days, unless he/she desires to do so, and the Employer has authorized waivers. In the event an employee has been required to work twelve (12) hours per service day for two (2) consecutive days, on the third day, the employee shall not be required to work more than eight (8) hours, his or her bid run or hold down run. In addition, no employee shall be required to work in excess of his/her bid assignment for more than five (5) consecutive days unless he/she desires to do so, and the Employer has authorized waivers. Authorization of or denial of waivers shall be for the whole bargaining unit and not specific to any individual employee.

ARTICLE 34 ABSENCES / LATE REPORTS – TRANSPORTATION

A. Absences: A transportation employee unable to report for work, must telephone the dispatch office sixty (60) minutes prior to the beginning of their scheduled work shift and inform such supervisor of their impending absence and the reason for it.

Absenteeism is measured in attendance points. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

An unexcused absence, where the employee calls in at least sixty (60) minutes prior to the start of his/her shift, is counted as one (1) point.

Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) or more attendance points within a rolling 12-month period, they will be subject to termination.

Excessive Absenteeism: If the total number of unexcused absences in a twelve (12) month period reaches twenty (20) the employee may be subject to termination. In the event the employee has a long term illness or injury that is not covered by another leave, the employee should seek a medical leave of absence. Any absence for illness or injury will be considered an excused absence with documentation from a medical provider.

Clean Slate: If an employee goes "day and point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior days/points will not be considered as a basis for disciplinary action.

B. Failure to Report: An employee, who fails to report their absence for forty-eight (48) hours, shall be terminated for just cause. An employee whose service was terminated shall be reinstated only if the employee supplies evidence that it was not reasonably possible to comply.

C. Late Report: A "late report" is failing to report at the employee's scheduled time or failing to notify dispatch sixty (60) minutes prior to the beginning of the employee's scheduled work. A "late report" excused in writing by the Employer does not constitute a "late report" under this section.

ARTICLE 40 – WAGE RATES OPERATOR

Bus Operators	Existing	New			
		1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
Start	\$18.00	\$22.00	\$22.66	\$23.34	\$24.04
1st Anniversary	\$18.22	\$23.00	\$23.69	\$24.40	\$25.13
2nd Anniversary	\$18.40	\$24.00	\$24.72	\$25.46	\$26.23
3rd Anniversary	\$19.13	\$25.00	\$25.75	\$26.52	\$27.32
4th Anniversary	\$20.18	\$26.00	\$26.78	\$27.58	\$28.41
5th Anniversary	\$22.54	\$28.00	\$28.84	\$29.71	\$30.60
6th Anniversary	\$27.00				

Bus Operators	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

The above wage premium shall be in addition the hourly rate of pay for all hours worked and will take effect on the employee’s 10th, 20th and 30th anniversary date.

All pay increases will go into effect the beginning of the first full pay period following the date of the increase.

Extra Board Premium	Current
Extra Operators who work Monday through Friday	\$1.50
Extra Board Operators who work Saturday/Sunday	\$2.00

*The Extra Board premium is only for those employees who bid an Extra Board position during the mark-up process and is paid in addition to the hourly rate of pay for all hours worked. UT Shuttle operators who elect full time status will be treated as bided extra board operators when UT services are not operating and shall receive the above premium.

All premiums received shall be paid at the overtime rate of pay for any overtime hours worked.

Pay for Performance (all categories) \$200/month

- A. All pay increases will go into effect the beginning of the first full pay period following the date of the increase.
- B. It is agreed and understood that positive Employee performance is beneficial to the Employee, the Employer, the customer, and the Union.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE: \$200 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.
- Safety Performance: No preventable accidents.
- Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.
- Disciplinary actions resolved through the grievance process where the employee is found to be not at fault will not prevent an employee from receiving the performance bonus for any period in which he/she should have received it and will be paid on the first full pay period following settlement of the grievance.

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The \$200 monthly lump sum bonus shall be paid in a separate check on the first pay period of the following month from which it was earned.

ARTICLE 46 - MAINTENANCE WAGES

	Existing	New			
	1/1/22	1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
AA (Master)	\$32.84	\$33.84	\$34.86	\$35.90	\$36.98
A (1st Class)	\$31.69	\$32.69	\$33.67	\$34.68	\$35.72
B (2nd Class)	\$30.59	\$31.59	\$32.54	\$33.51	\$34.52
C (3rd Class)	\$29.84	\$30.84	\$31.77	\$32.72	\$33.70
Parts Clerk (Entry Level)	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32
Parts Clerk (P1)	\$20.64	\$21.64	\$22.29	\$22.96	\$23.65
Parts Clerk (P2)	\$24.00	\$25.00	\$25.75	\$26.52	\$27.32
Utility Worker	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32
Service Island Employee	\$21.86	\$22.86	\$23.55	\$24.25	\$24.98
Part Time Service Island	\$16.29	\$17.29	\$17.81	\$18.34	\$18.89
Shop Utility	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32
Service Writers	\$24.00	\$25.00	\$25.75	\$26.52	\$27.32

	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

Lead: \$1.50

The above wage premium shall be in addition the hourly rate of pay for all hours worked and will take effect on the employee's 10th, 20th and 30th anniversary date.

All premiums received shall be paid at the overtime rate of pay for any overtime hours worked.

Shift Differential	Current	Proposed
Mechanics, Building Maintenance Techs, & Parts personnel		
2nd Shift	\$0.55	\$0.90
3rd Shift	\$0.65	\$1.00
Service Employees		
2nd Shift	\$0.25	\$0.60
3rd Shift	\$0.35	\$0.70

Pay for Performance (all categories) \$200/month

It is agreed and understood that positive Employee performance is beneficial to the Employee, to Employer, the customer, and the Union.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE:

Individual Performance: \$100 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.
- Safety Performance: No preventable accidents
- Performance Standards: No disciplinary actions of any sort Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.

- Disciplinary actions resolved through the grievance process where the employee is found to be not at fault will not prevent an employee from receiving the performance bonus for any period in which he/she should have received it and will be paid on the first full pay period following settlement of the grievance.

Shop Performance: \$100 every month for each employee when the Miles Between Road Calls goal is met and the employee’s scheduled shift achieves 100% of scheduled pull outs for the month. In the event the goal is not met because the Employer failed to provide the necessary parts, tools and/or equipment (including poor p.m. planning and operator shortages) to ensure shop performance all employees shall receive the \$100 shop performance bonus.

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The monthly lump sum bonuses shall be paid in a separate check on the first pay period of the following month from which it was earned.

**ARTICLE 47 - UT SHUTTLE WORK
Amend per MOU**

**ARTICLE NEW- SUPERVISORS/DISPATCHERS/ETC.
Add per MOU**

Supervisors/Dispatchers/Trainers	Existing	New			
	1/1/22	1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
Dispatcher/Road Supervisors	\$28.04	\$29.50	\$30.39	\$31.30	\$32.24
Trainer	\$28.04	\$29.50	\$30.39	\$31.30	\$32.24
Maintenance Supv/Qual Assurance	\$33.87	\$35.50	\$36.57	\$37.66	\$38.79

The above scale reflects the starting wage rates for the above classifications. Existing employees with a rate of pay not in the above scale shall receive a \$1.50 increase effective 1/1/22, then 3% each January 1st for 2023, 2024 and 2025.

	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

The above wage premium shall be in addition the hourly rate of pay for all hours worked and will take effect on the employee’s 10th, 20th and 30th anniversary date.

All premiums received shall be paid at the overtime rate of pay for any overtime hours worked.

Lead Position Premium \$1.50

Pay for Performance (all categories) \$200/month

- C. All pay increases will go into effect the beginning of the first full pay period following the date of the increase.
- D. It is agreed and understood that positive Employee performance is beneficial to the Employee, the Employer, the customer, and the Union.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE: \$200 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.
- Safety Performance: No preventable accidents.
- Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.
- Disciplinary actions resolved through the grievance process where the employee is found to be not at fault will not prevent an employee from receiving the performance bonus for any period in which he/she should have received it and will be paid on the first full pay period following settlement of the grievance.

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The \$200 monthly lump sum bonus shall be paid in a separate check on the first pay period of the following month from which it was earned.

AGREED UPON DATE: ____November 10, 2021_____

Brent Payne, President ATU 1091
UNION REPRESENTATIVE

Jeff Carty, General Manager MV
EMPLOYER

TENTATIVE AGREEMENTS
between
AMALGAMATED TRANSIT UNION LOCAL 1091
and
MV TRANSPORTATION INC.
Supervisors, Dispatchers & Trainers
January 12, 2021

The parties agree that all tentative agreements reached on the classifications listed in Section 1 below, will be an addendum to the parties current CBA and will be incorporated as Article 48 upon the reopening which due to expire 12/31/22.

Section 1: Classifications TA (4/15/20)

This Article shall apply to the following classifications:

- Road/Field Supervisors
- Maintenance Supervisors
- Quality Assurance Supervisors
- Radio Dispatchers
- Run Dispatchers
- Trainers

Section 2: Performance Requirements TA (4/15/20)

The Company and the Union agree that Supervisor, Dispatcher, and Trainer positions are critical job functions that require knowledge, multiple skills and abilities in the craft they support. In addition, these employees will need engage and influence the employees on the road or in the shop they support in a positive way. Therefore, high job expectation and support is necessary from all parties. All Supervisor, Dispatcher, and Trainer positions require an annual performance review. This annual performance review does not prevent management from identifying challenges that need to be addressed before the annual review. But at a minimum, management will meet with the employee to provide support and feedback to the Supervisor by identifying the employee's strengths and areas that are in need for improvement.

Section 3: Annual Performance Review (TA 12/30/20)

The Company and the Union agree to develop the criteria that will be evaluated for the Annual Performance Review.

1. All Supervisors, Dispatchers, and Trainers will be given an annual subjective and objective performance review. The annual review process will include multiple "check-ins" with management throughout the year to discuss employee performance.

2. In the event an employee's annual review is below expectations the employee will be placed on a performance improvement plan. This can happen at any time throughout the year.
3. If an employee is on a performance improvement plan, the employee will be monitored every quarter (three months) and evaluated for improvement.
4. If an employee on a performance improvement plan meets expectations for 3 reviews in a row the employee will be back on the annual schedule.
5. If an employee on a performance improvement review plan does not meet expectations
 - a. After performance improvement plan review 1 – Oral/Written
 - b. After performance improvement plan review 2 – Placed on probationary review
 - c. After performance improvement plan review 3 – Removed from employment

The Union reserves its right to grieve any discipline related to PIP.

Section 4: Probationary/Qualifying Periods (TA 12/30/20)

New employees hired into the unit shall have (90) ninety-day probationary period, which shall begin upon the completion of training. During this (90) ninety-day probationary period, the employee may be disciplined or discharged with or without cause, and any such action may not be challenged through the grievance procedure.

An employee transferred or promoted into the unit shall have a ninety-day (90) qualifying period. During this ninety-day (90) qualifying period, the employee may voluntarily elect to return to his/her former bargaining unit position, or the Employer may elect (without cause, but with explanation) to return the employee to his/her former bargaining unit position, and without loss of seniority once a position becomes available. Employees will not be allowed to transfer back to their former classification if the reason for their removal from their new position is termination with just cause. However, the Union reserves the right to grieve termination when appropriate.

Section 5: Shift Assignments (TA 12/30/20)

It is understood and agreed that the Employer retains the right to establish ~~and alter~~ work shifts and schedules in accordance with public transportation needs, demand and employer policies and the employer's determination in such matters shall be final. All Supervisors, Dispatchers, and Trainers may experience normal variations in work schedule and work hours due to workload demands and business requirements, variations in work schedule shall be voluntary and then in reverse order of seniority.

- a. Provided the Employer continues to operate service seven days per week and barring unforeseen extenuating circumstances, employees whose work schedule is five (5) days per workweek will have two (2) consecutive days of rest per week. Employees whose work schedule is four (4) days per workweek will have three (3) consecutive days of rest per week, except by mutual agreement. It is understood that an employee transferring from work shifts may not have consecutive days of rest.

b. Work shifts shall be determined by the Employer. Supervisors, Radio Dispatchers, Trainers and QA shall bid their work shifts by classification, in seniority order.

1. Road/Field Supervisors and Radio Dispatchers will markup in seniority order every six (6) months.

2. Maintenance Supervisor, Trainers and QA markup by seniority shall occur as per Article 42 in the CBA.

c. Run Dispatchers will continue the regular practice of rotating shifts every four (4) months. Run Dispatchers have the option to mutually agree to trade shifts with another Run Dispatcher at the time of each rotation. Current shift assignments will be grandfathered when the new contract is signed. There are six (6) shifts for each garage and one floater. The shifts rotate on a four (4) month rotation. The lead dispatcher is decided by the Dispatch manager for each garage and does not go in rotation.

The Run Dispatch shifts per garage go in the following order:

1. 430-1230 Monday-Friday
2. 530-1530 (Mark-up) Saturday and Sunday/ 1100-2100 Tuesday and Wednesday
3. 2030-630am Saturday night and Sunday night/ 2100-700am Thursday night and Wednesday night.
4. 1030-2030 Sunday/2100-700am Monday night-Wednesday night
5. 1100-2100 Wednesday-Friday/ 1030-2030 Saturday.
6. **LEAD DISPATCHER SHIFT 800-1600 (Mark-Up) Monday-Friday

Shifts and assignments are subject to change at the Company's discretion, variations in work schedule shall be voluntary and then in reverse order of seniority.

Section 6: Overtime (TA 6/18/20)

Overtime will be paid at one and one-half (1-1/2) times the employee's straight time rate for all time worked in excess of forty (40) hours each week.

Section 7: Attendance: (TA 12/30/20)

The Attendance Policy outlined in Article 34 will be utilized and followed for any and all attendance violations/discipline for all classifications except Maintenance Supervisors. The Attendance Policy outlined in Article 41 will be utilized and followed for any and all attendance violations/discipline for Maintenance Supervisors.

Section 8: Supervisor Recognition of Responsibility (TA 6/18/20)

In order to be effective Supervisors and employees of MV, it is necessary for employees to conduct themselves in a manner that maintains respect, professionalism and objectivity that is indicative of the

fact that these supervisors represent a separate community of interest from the employees that they supervise. This shall include, but not be limited to:

1. Supervisors will represent the position and best interests of MV to the rank-and-file employees and those they supervise.
2. Supervisors are expected to do their utmost to see that employees perform their respective duties.
3. Supervisors will mentor, monitor, and evaluate employee performance, investigate allegations of employee misconduct, commend employees, and enforce MV policies and operating procedures.
4. Supervisors will, while performing their duties, report to MV any violation(s) of MV policies and procedures concerning any other employee(s).
5. Supervisors will actively participate as a team member, express any disagreements or concerns regarding policies or actions directly to management rather than to the employees; implement and carry out management decisions and MV policy, and maintain confidentiality of information entrusted to them as supervisors. Thereafter, this does not prohibit a supervisor who believes a policy or action may constitute a violation of the bargaining agreement from talking with the union.
6. The Employer must provide proper tools, software and training in order for employees to complete daily work assignments.

Section 9: Wages (TA 1/12/21)

Ratification Bonus: Employees actively working for the Company as of January 7, 2021, will receive a one-time ratification bonus of \$1,000.00, less applicable deductions, upon ratification of this agreement. Employees that received the \$1,000.00 bonus in 2020 are not eligible to receive this payment.

Wages

- **2020 Bonus:** Employees actively working for the Company as of January 7, 2021, and that were employed for the entire 2020 calendar year will receive a one-time payment of \$2,000.00, less applicable deductions, upon ratification of this agreement. Employees that were employed for a portion of the 2020 calendar year will receive a pro-rated bonus amount.
- All employees making below \$26.56/hr. at the time of ratification will be moved to \$26.56/hr. upon ratification. These employees along with employees making above \$26.56/hr. will also receive the raises below.
- Employees shall receive the following percentage raises on the dates listed below.

<u>Upon Execution of MOU</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
\$2,000.00 Bonus (see above)	*3%	2.5%

***Starting hourly rates:**

Dispatcher/Road Supervisor: \$27.36

Trainer: \$27.36

Maintenance Supervisor/Quality Assurance Supervisors: \$33.04

*Employees with wage increases of 3% or above upon ratification based on starting hourly wages will move up to the starting rate and will not receive a 1/1/2021 percentage raise.

Lead Positions:

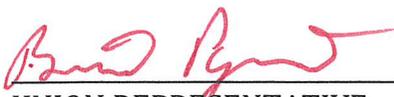
Additional \$1.50/hr. for employees officially working in a lead capacity.

Employees transferring into any positions covered in this Article whose current rate of pay is above the starting rate shall maintain his/her rate of pay upon transfer, employees whose current rate of pay is below shall receive the above starting rate of pay.

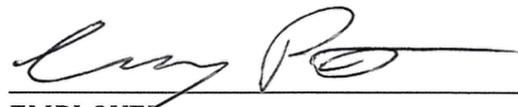
Miscellaneous

- Employees transferring into any positions covered in this Article whose current rate of pay is above the starting rate shall maintain his/her rate of pay upon transfer, employees whose current rate of pay is below shall receive the above starting rate of pay. **(TA 6/18/20)**
- All Supervisors will receive one (1) thirty (30) min. unpaid lunch. **(TA 9/22/20)**
- All employees shall maintain identical credentials for his/her classification, failure to do so may be grounds for disciplinary action, up to and including termination. Employees will have six (6) months to obtain these credentials. If an employee is unable to do so, they will be eligible to apply for other open positions that they qualify for. The required credentials are:
 - o CDL with passenger endorsement
 - o All required training is completed
 - o Employees must always be willing and able to operate any company vehicle while meeting all safety standards. **(TA 1/8/21)**
- Employees shall receive retroactive 2020 sick leave accruals and 2020 401(k) company contributions in accordance with the CBA. If an employee has already received these for 2020, they will not receive any additional sick leave or contributions. **(TA 1/8/21)**

AGREED UPON DATE: January 12, 2021



UNION REPRESENTATIVE



EMPLOYER