

EXHIBITS

EXHIBITS

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Exhibit A: Definitions

ADA: Americans with Disabilities Act

ADA Complaint: An ADA complaint is any complaint that challenges Sound Transit's compliance with the ADA or FTA's regulations regarding ADA.

Baseline Cost: Baseline costs are ordinary cost associated with maintenance and operation of a public transit bus in planned level of service identified in the Service Implementation Plan. Any services that require separate cost submittals and/or are addressed in separate agreements between Sound Transit and the operating partner shall be excluded from the Baseline Cost for ST Express Bus Service.

Bus Cleanliness: Bus Cleanliness is approximated by tracking the number of detailed interior cleanings and the number of daily exterior bus washes. The interior cleaning measure is calculated by identifying the number of buses whose interior was detailed and dividing by the number of buses whose interior was due to be detailed during a month multiplying by 100. The exterior bus wash measure is calculated by identifying the number of bus washes actually accomplished per day and dividing by the total due over the course of a month. The number due is affected by days when freezing or near freezing temperatures, water shortages, power outages or bus wash breakdowns can prevent bus washes from happening. (See **Exhibit H Bus Cleaning.**)

Bus Stop: A bus stop is a designated space for loading and/or unloading bus passengers.

Catastrophic Event: A catastrophic event is one which is unforeseen, serious enough to affect a large percent of Sound Transit's service area or number of routes and lasting more than a couple of days. Catastrophic events generally require more extensive planning and efforts including operating plans, budgets, start-up plans and shutdown plans to handle the situation. Examples of catastrophic events are floods that shut down an operating base, a major earthquake or a large-scale terrorist attack.

Central Link: Sound Transit's Central Link Light Rail Service.

Commuter Rail: Sound Transit's Sounder Commuter Rail Service.

Cost Pools: The organization structure used by King County to accumulate costs from various cost centers and projects into like units. A cost pool is shared among King County fleet types using an allocation rule.

Customer Service: Customer Service is a performance measure that approximate customer satisfaction based on number of complaints. This measure is shown by identifying the number of customer complaints and setting this number in ratio to the number of boardings divided by 100,000. This measure excludes complaints relating to Sound Transit fares, policies and procedures, compliments or suggestions for service changes.

Deadhead: Travel between a base and the beginning or end of a route, or between the ends of one route to the start of another route (vehicle is not in passenger service).

Estimated Timepoint (See Timepoint): An estimated timepoint is notated timepoint in which the scheduled time may likely be inaccurate due to widely varying circumstances. Estimated timepoints occur only on the downstream end of a route and quite often are at the end of a major freeway segment.

Extra Service: Bus trip(s) added to a regular route to address overloads, connections or other customer needs.

Fixed-Route Service: Bus service following a consistent path, generally using the same streets, highways, and other roadways on all scheduled trips as identified in Sound Transit's "Ride the Wave Transit Guide" (or its successor).

Generally Accepted Accounting Principles (GAAP): GAAP is a set of uniform accounting rules for recording and reporting financial data to represent accurately financial results. The Financial Accounting Standards Board and the Government Accounting Standards Board endorse these standards through a combination of authoritative pronouncements created by the policy boards thus providing accepted ways of doing accounting in the United States of America.

Generally Accepted Auditing Standards (GAAS): GAAS is a set of guidelines used by auditors when conducting financial audits on an organization. These standards have created a systematic guideline for auditors to follow, ensuring the accuracy, consistency and verifiability of auditors' actions and reports. For governments, these standards also include Government Auditing Standards (the "Yellow Book") or Generally Accepted Government Auditing Standards (GAGAS).

High Priority Emergencies: See **Exhibit J: ST Express Policies and Procedures.**

Layover/Recovery Time: Out-of-service time allotted a vehicle prior to or between trips for maintaining on-schedule operations; vehicle is not in active passenger service, although passengers may be on-board.

Low Priority Incidents: See **Exhibit J: ST Express Policies and Procedures.**

Maintenance Personnel: Maintenance personnel are individuals employed to perform maintenance and repair of buses.

Major Mechanical System Failure: Major mechanical failure is a road failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns (NTD Definition).

Management Information System: This system (**US DOT Drug and Alcohol Testing MIS**) describes obtaining and recording drug and alcohol usage information per federal government regulations.

Marginal Cost: The variable cost of providing an additional hour of service. Direct costs does not include overhead.

Midday Bus Storage: Midday storage of buses near the major destination served by a route or group of routes allows reducing or eliminating the need to deadhead buses to and from the operating base.

On-Time Performance: On-time performance is the percentage of timepoints served on-time. This is calculated by identifying the number of published timepoints served up to one minute early or more than 5 minutes late (on-time) excluding stops identified as “estimated time points”. (See **Exhibit F4 On-Time Performance** for calculation.)

Other Mechanical System Failure: Other mechanical failure is a road failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. (NTD Definition)

Park-and-Ride Lots: A park and ride lot serves as a transfer center between transportation modes and provides parking for commuters.

Passenger Shelter: A covered waiting area at a transit stop or station, often with benches, that provides protection to riders from inclement weather.

Platform Hours: Platform hours is the time during which an operator operates a vehicle in revenue service, is deadheading or while in recovery.

Preventable Bus Accidents: Preventable bus accidents include any impact between a Sound Transit vehicle and any moving or stationary vehicle, object or person; the current FTA definition will apply. This measure is calculated by identifying the sum of all preventable accidents for the month, multiplying by 100,000 hubodometer (or odometer) miles and dividing by the number of miles operated during the month.

Preventive Maintenance: The Preventive Maintenance measure approximates ensuring the appropriate level of care in maintaining the useful life of the bus. This measure is calculated by identifying the preventive maintenance inspections required during the month and determining whether the inspection was performed within the interval. The number of preventive maintenance inspections performed within the mileage interval is divided by the total number of preventive maintenance inspections and multiplied by 100.

Purchased Transportation: Purchased Transportation is service provided to a public transit agency or governmental unit from a private transportation provider based on a written contract.

Revenue Service (Miles, Hours, and Trips): Revenue service is when a vehicle is available to the general public and an expectation of carrying passengers exists. These passengers directly pay fares, have their fares subsidized by public policy, or provide payment through some contractual arrangement. Vehicles operated in fare free service are in revenue service. Revenue service includes layover / recovery time. Revenue service excludes deadhead, vehicle maintenance testing and miscellaneous operations related to incidental such as training.

Road Failure: Road failure is an incident requiring a bus change, service call, or tow-call.

Route Miles: Mileage traveled by vehicles when available for carrying passengers between end-terminal points.

Security: The Security measure approximates the level of safety passengers may perceive and the appropriate level of effort by the provider to maintain a secure environment for passengers. This measure is calculated by identifying the number of NTD defined security related incidents, dividing by the total boardings during the same period and multiplying by 100.

Service Change: The addition, deletion, or modification of service resulting in the physical realignment of a transit route, or a change in the type or frequency of service provided; may also include schedule or vehicle type changes; may refer to a change in service at the trip, route, or system-wide level as appropriate. May also indicate one of three standardized dates per year when service changes are implemented and new assignments are made to operators.

Service Implementation Plan: Annual service change and service update plan for Regional Express Bus Service approved by the Sound Transit Board.

Service Interruption:

- **Service interruption:** A service interruption occurs when a vehicle, in revenue service, is removed from service for mechanical reasons.
- **Cancelled Trip:** A cancelled trip is one that does not operate in its entirety; no platform miles or hours are incurred. A change of buses in mid-course does not affect whether a trip is labeled "cancelled".
- **Incomplete Trip:** An incomplete trip is one that begins its route but does not complete the trip; a proportional number of platform miles/hours is incurred. A change of buses in mid-course does not affect whether a trip is labeled "incomplete".
- **Missed Trip:** Missed Trip is a term not used within the agreement due to the vague, confusing and inconsistent meanings this term accumulates in everyday language.

Service Performance Standards: Benchmarks established by Sound Transit to assess results of bus route implementation.

Special Service: Special Service is service that is foreseen by at least several days and which operates off-route of any publicized service.

Special Training: Technical training provided because of a response to an operational problem/situation or a mechanical change to buses.

ST Express Bus Service: This service consists of bus routes and times approved by the Sound Transit Board in the Regional Express Bus Service Implementation Plan plus extra and special service as authorized in this agreement.

Tacoma Link: Sound Transit's Tacoma Link Light Rail Service.

Timepoint: Timepoint is a bus stop identified in an internally or externally published schedule.

Transit Center: Transit Centers are locations where groups of buses or other public transportation vehicles congregate, allowing patrons to transfer between routes or services.

Transit centers can vary from major bus stops on public right-of-way to off-street facilities with internal circulation entirely separated from general traffic.

Useful Life: The anticipated life of a capital facility or item as defined by the Federal Transit Administration or by GAAP principles or by agency policy.

Vehicle Availability: Vehicle Availability is a measure of the number of operable vehicles available at peak need. This measure is calculated by identifying the number of ST vehicles available for weekday afternoon peak service, dividing by the PM peak requirement and multiplying by 100.

Exhibit B: ADA Complaint Summary
Month
King County Metro

Date/ Time	Name of Rider Address Phone Number Email Address	Route Number or Facility Name	Description of Complaint	Resolution of Complaint

Exhibit C: Designated Representatives

SOUND TRANSIT

Address: Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

ST Express Bus Operations

Designated Representative:

David Turissini, Bus Operations Manager
Office: (206) 398-5035
Mobile: (206) 856-5292
Duty Officer: (206) 398-5428
Email: dave.turissini@soundtransit.org

KING COUNTY METRO

Address: King County Metro Transit
201 S. Jackson St.
Seattle, WA 98104-3856

ST Express Bus Service

Designated Representative:

Karen Rosenzweig, Transportation Planner IV
Office: (206) 477-5777
Email: karen.rosenzweig@kingcounty.gov
Mailstop: KSC-TR-0426

24 Hour Emergency/Sounder Commuter Rail and Link Light Rail Back up

Designated Representative:

Jeff Wamsley, Superintendent, Transit Control Center
Office: (206) 477-1802 (Don't leave message. If no answer, call Control Center below.)
Cell: (206) 571-1921
Email: jeff.wamsley@kingcounty.gov
Mailstop: TCC-TR-0100

Control Center: (206) 684-1111

Exhibit D: Performance Standards

Agency: King County Metro		Reporting Period:		
Performance Area	Description See Exhibit A Definitions for more information	Standards	Monthly Report	Year-to-Date
On-time Performance	Percent of scheduled timepoints completed up to one minute early and less than five minutes late. (Calculated in Exhibit F4: On-Time Performance)	≥85%		
Cancelled Trips	Whole bus trips not operated as percent of total trips regardless of reason	≤ 0.1%		
Incomplete Trips	Trips that start at beginning terminal but did not reach the end terminal as a percent of total trips regardless of reason	≤ 0.1%		
Interior Detail	Completed interior bus detailing within 10% of target (Exhibit H: Bus Cleaning)	≥90%		
Exterior Clean	Completed exterior bus wash, % of time. (Exhibit H: Bus Cleaning)	≥95%		
Bus Accidents	Number of preventable accidents per 100,000 hubodometer miles (total miles)	≤0.8		
Preventive Maintenance	Percent of preventive maintenance inspections performed within the required interval	≥90%		
Customer Service	Ratio of customer complaints per total boardings	15/100,000		
Security	Percent of NTD defined security related incidents per total boardings	<0.01%		
Vehicles Available	Percent of P.M. peak vehicles available averaged for month	≥90%		

Exhibit E1: Route Statistics Month

King County Metro

Actuals	Boardings			Platform Hrs Operated			Platform Miles Operated			Trips Made			Revenue Hrs Operated			Revenue Miles Operated		
	Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday
522																		
540																		
542																		
545																		
550																		
554																		
555																		
556																		
Totals			-			-			-			-			-			-

Planned	Days Operated			Platform Hrs Scheduled			Platform Miles Scheduled			Trips Schedule			Revenue Hrs Scheduled			Revenue Miles Scheduled		
	Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday
522																		
540																		
542																		
545																		
550																		
554																		
555																		
556																		
Totals			-			-			-			-			-			-

Exhibit E2: Safety

For each route affected, complete one spreadsheet		Month		Route		Agency				
Item Code	Item	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespassers	Others	Total Injuries	Total Incidents	Amount of Property Damage
01	Collisions with vehicles	0	0	0	0	0	0	0	0	\$0.00
01a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
02	Collisions with objects	0	0	0	0	0	0	0	0	\$0.00
02a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
03	Collisions with persons	0	0	0	0	0	0	0	0	\$0.00
03a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
03b	(attempted/successful suicides)	0	0	0	0	0	0	0	0	\$0.00
04	Derailments/buses going off road	0	0	0	0	0	0	0	0	\$0.00
05	Personal Casualties: Parking facility	0	0	0	0	0	0	0	0	\$0.00
06	Personal Casualties: Inside vehicle	0	0	0	0	0	0	0	0	\$0.00
07	Personal Casualties: On right-of-way	0	0	0	0	0	0	0	0	\$0.00
08	Personal Casualties: Boarding & alighting vehicle	0	0	0	0	0	0	0	0	\$0.00
08a	(associated with lifts)	0	0	0	0	0	0	0	0	\$0.00
09	In stations/bus stops	0	0	0	0	0	0	0	0	\$0.00
09a	(associated with escalators)	0	0	0	0	0	0	0	0	\$0.00
09b	(associated with elevators)	0	0	0	0	0	0	0	0	\$0.00
10	Non-Arson Fires: In vehicles	0	0	0	0	0	0	0	0	\$0.00
11	Non-Arson Fires: In stations	0	0	0	0	0	0	0	0	\$0.00
12	Right-of-way and others	0	0	0	0	0	0	0	0	\$0.00

Exhibit E3: Security

Complete one spreadsheet each month.	Month		Route		Agency	
Report Offenses	Incidents In Vehicle	In Revenue Facility	In Non-Revenue Facility	On right of way	Total Incidents	Amount Property Damage
Forcible Rape						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Robbery						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Aggravated Assaults						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Burglary						
	0	0	0	0	0	\$0
Larceny/Theft Offenses						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Motor Vehicle Theft						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Arson						
	0	0	0	0	0	\$0
Part II						
Fare Evasion (citations)	0	0	0	0	0	\$0
Other Assaults (arrests)	0	0	0	0	0	\$0
Trespassing (arrests)	0	0	0	0	0	\$0
Vandalism (arrests)	0	0	0	0	0	\$0
Other Security Issues						
Bomb Threats	0	0	0	0	0	\$0
Bombing	0	0	0	0	0	\$0
Chemical/Biological/Nuclear Release	0	0	0	0	0	\$0
Cyber Incident	0	0	0	0	0	\$0
Hijacking	0	0	0	0	0	\$0
Non-Violent Civil Disturbances	0	0	0	0	0	\$0
Sabotage	0	0	0	0	0	\$0
Total Property Damage					0	\$0

Exhibit E4: Customer Service Comments

Comment #	Comment Date	Route	Issue Type	Incident Date	Caller Comments

Exhibit F1: Reports and Documents
(Current as of Agreement Adoption but may change frequently - see current list)

Section 6.5.2 Other Reports

Report Name	Report Contents	Exhibit No	FREQUENCY	SENT TO
Environmental Policy Statement	KCM agrees to reasonable efforts to comply with ST's environmental programs	3.5	Once	David Turissini
Drug and alcohol certification compliance		2.0 Exhibit I	Annually	David Turissini
Drug and alcohol testing policy		2.0 Exhibit I	Annually	David Turissini
NTD Financial Data Report		2.1.2	Annually	David Turissini or Tiffany Kauth
Modal Operating Expenses	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
Operating Expense Reconciliation	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
AR Listing by Service Type	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
FTEs and Hours - Rtc	Based on trial balance - Mar 31	2.1.2	Annually, 3/31	Tiffany Kauth
System Security and Emergency Preparedness Plan		2.3.1	Annually	David Turissini or Ken Cummins
System Safety Program Plan (SSPP)		2.4	Annually	David Turissini or Dana Stahl
Recruitment Program	Operator/technician/supervisor recruitment information/program	6.1.1	Annually	David Turissini
Operators/First Line Supervisors Training Plan/Information				
Medical certification Requirements	Operator medical certification requirement information	6.1.3	Annually	David Turissini
Operator's Manual	Operator Manual and all correspondence to operators regarding policy	9.1	Annually	David Turissini
CAM	Spreadsheet of Division summary	12.1.4c, Exhibit G4		
Cost Assumptions	written narrative supporting CAM	12.1.4c	Annually	David Huffaker
Cost Submittal Letter	Estimate costs for baseline, special and extra; letters drafted by ST and countersigned by KCM.	12.1.3	Annually	David Huffaker
Employee performance management program	Includes ADA audits	6.3	Annually	David Turissini
Maintenance Plan	PM cycles	8.3	Annually	David Turissini
Maintenance Audit Responses	Reponse to audit letter	5.2.2, 8.8	Quarterly	David Turissini, Tim Wagner
Schedules, Headways and Blocking Reports		7.2.6	Service Change	Service Planning
Changes to Facilities/Signage		7.2.6	120 days before service change	Service Planning and Facilities
Monthly Report:		6.5.1		
ADA Complaint Summary		2.2.1 Exhibit B2	Monthly	David Turissini
Performance Standards		6.4 Exhibit D	Monthly	David Turissini
Route Level Statistics		6.4 Exhibit E1	Monthly	David Turissini
Safety		2.4.1 Exhibit E2	Monthly	David Turissini
Security Incidents		2.3.2 Exhibit E3	Monthly	David Turissini
Customer Service Comments	Detail complaint, action taken, dates occurring	10.2.1 Exhibit E4	Monthly	David Turissini
Preventable Accident Rate by Route		9.3.c Exhibit F2	Monthly	David Turissini
Accident Detail		9.3.c Exhibit F3	Monthly	David Turissini
On-Time Performance	Percent of bus trips within 0 minutes early to five minutes late	6.4 Exhibit D	Monthly	David Turissini
Vehicle Maintenance Report	Fluids, mechanical failures by miles, PM and major repairs	8.3, 8.5.1, 9.2.2 Exhibit F5	Monthly	David Turissini
Vehicle Warranty Claims	Claims in month and claims remaining from previous months	8.9 Exhibit F6	Monthly	Tim Wagner
Exclusion Activity	Persons banned from service	2.3.2 Exhibit F7	Monthly	David Turissini
Overload:	Routes and runs which experience an overload of passengers	6.5.1	Monthly	David Turissini
Trip Ridership	Trip Data	6.5.1	Monthly	David Turissini
Miles and Fuel	Energy Consumption and mileage	Fleetwatch	Monthly	Tim Wagner
Cross-Use of Fleet	Use of KCM buses for ST service	6.5.1 Exhibit G2	Monthly	David Turissini
Monthly Invoices	Invoice and backup data	12.6.1 Exhibit G2	Monthly	Accounts Payable
Special and Extra Trips	additional trips ridership, miles and hours	9.4.1, 12.6.1	Monthly	David Turissini
Weekly Report		6.5.2	Weekly	David Turissini

Exhibit F1: Reports and Documents
(Current as of Agreement Adoption but may change frequently - see current list)

Section 6.5.2 Other Reports

Report Name	Report Contents	Exhibit No	FREQUENCY	SENT TO
ST Weekly Assignment	Fleet Availability by Day and Total by Week	6.5.2	Weekly	David Turissini
Daily Report		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Accidents		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Base Delays		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Security Incidents		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Service Disruptions		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
ADA Complaint Initial Report	ADA Complaint	2.2.1	Event Basis	David Turissini and Michael Miller
ADA Complaint Resolution	ADA Complaint and how resolved	2.2.1	Event Basis	David Turissini and Michael Miller
Final Report (Safety Event)	Final resolution or outcome	2.4, 9.2.4	Event Basis	David Turissini
Accident Estimates	Accident Estimates	8.3.2	Event Basis	Tim Wagner
Task Order cost estimates	Task Order cost estimates	8.3.3	Event Basis	David Turissini
Decommission Fleet Report	Decommission Fleet Report	8.3.3	Event Basis	Tim Wagner
Accident Reports	Accident Reports	9.2.4	Event basis	David Turissini
Service and facility changes	Service and facility changes	10.2.3 11.0 Exhibit K	Event basis	Customer Service
Initial Event Report (High Priority)	Event details	9.2.4, Exhibit J	Event basis	David Turissini
Final Event Report (High Priority)	Resolution, outcome	9.2.4, Exhibit J	Event basis	David Turissini
Lost and Found Request	Lost and Found Request	10.2.2 Exhibit J	Event Basis	Customer Service
Emergency Costs	Initial description, proposed timeline and estimated cost	12.3	Event Basis	David Turissini
Fleet Equipment Documentation	Fleet Equipment Documentation	8.8	Ad hoc	Tim Wagner
Copies of Fuel Invoices	Fuel price documentation	12.1.1	Ad hoc	David Turissini
Vehicle Purchase Support	OBTS part numbers, etc.	8.3.3	Ad hoc	Tim Wagner

Exhibit F2: Preventable Accident Rate by Route

Preventable Accident Rate per 100,000 Hubodometer/Odometer Miles		
Agency: King County Metro		Month:
Miles	Preventable Accident Rate (Month)	YTD Accident Rate
Route	Preventable Accidents Current Month	Preventable Accidents YTD
522		
540		
542		
545		
550		
554		
555		
556		
Other		
Totals	0	0

Note: This table will comply with FTA's NTD reporting requirements.

Exhibit F3: Accident Detail

King County Metro Month/Year:									
Date	Route	Op #	Bus #	Time	Location	Description of Accident	Cause (Initial Estimate)	P/N	Actions Taken

Note: This table will comply with FTA's NTD reporting requirements.

P/N = Preventable or Not-Preventable

Exhibit F4: On-Time Performance

King County Metro

Month:

Route	Total Timepoints	Estimated Timepoints	Remaining Timepoints	Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Weekday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
540							
542							
545							
550							
554							
555							
556							
Totals							

Route	Total Timepoints			Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Saturday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
545							
550							
554							
Totals							

Route	Total Timepoints			Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Sunday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
545							
550							
554							
Totals							

Total Weekday	-
Number of Weekdays	
Total of this Calculation A	0.00
Total Saturday	-
Number of Saturday	
Total of this Calculation B	0.00
Total Sunday	-
Number of Sunday	
Total of this Calculation C	0.00
Total of all calculations	0.00
Total Number of Days	0
Overall System On-Time Performance (Insert in Exhibit D)	#DIV/0!

Note: "Timepoints" for this table is the total number of timepoints measured which at maximum would be the number of timepoints on a route multiplied by the number of trips passing by that point during the month.

Exhibit F5: Vehicle Maintenance

Preventive Maintenance	
Not all listed PM items are monthly items	

Measure	# Completed
PM	
LOF (B-SCHD)	
ATF (C-D-E-F SCHD)	
LIFT PM	
TUNE-UP	
HOF (hydraulic) (F-SCHD)	
DIF (differential) (F-SCHD)	
CLI	
ANNUNCIATORS	
CAMERAS	
APC	
AC PM	
COOLING SVC	
AMREX (GASF)	
OTHER (RAD/BATT)	
ARTIC JOINT PM	
WARRANTY	
SMART	
TOTAL	0

Measure	# Completed
% Non-maintenance hours of total maint.	
% of PM Hours	
% of other repair hours	
% of open work orders due to parts shortage	
Avg. parts inventory turn over ratio	

Mileage Accrual and Petroleum Produce Report					
Month:			Base: East Base		
Fleet Type	Fleet Quantity	Monthly Mileage	Fuel Use Gal.	Engine Oil Total-Qts	Coolant Total-Qts
40-ft Buses (diesel)		a			
40-ft Buses (hybrid)		b			
60-ft Buses (diesel)		c			
60-ft Buses (hybrid)		d			
TOTALS	0	k	0	0	0

Road Failures Year Summary			
Month	Major Mechanical	Other Mechanical	Total
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	m	n	p

ALL Road Failures					
Component	40-ft Buses (diesel)	40-ft Buses (hybrid)	60-ft Buses (diesel)	60-ft Buses (hybrid)	Total
Engine					
Drive train					
Brakes					
Pneumatics					
Cab & Chassis					
Steering					
Fuel					
Tires					
Electrical					
Other Safety Issues					
Subtotal Major Mechanical Issues		0	0	0	m
Fare box					
Radio					
Climate Control					
W/C Lift					
Annunciators					
Dirty Bus					
Body					
Other Mechanical Issues					
Subtotal Other Mechanical Issues		0	0	0	n
Total Mechanical Failures		0	0	0	#VALUE!
Accidents					
Other Issues (non-Mechanical)					
Total Failures		0	0	0	p
Monthly Fleet Mileage	a	b	c	d	k
Miles between Road Failures		#VALUE!	#VALUE!	#VALUE!	#VALUE!

Required for NTD

Replacements	# Completed
Engine	
Transmissions	

Note: Use NTD definition (See Exhibit A Definitions for "Major Mechanical Issues" and "Other Mechanical Issues").

Exhibit F6: Warranty Report

King County Metro

Month:

Coach	Claim Number	Invoice Number	Date Submitted	Claim Rejected	Claim Amount	Amount Received	Check Number	Note
Totals								

Exhibit F7: Exclusion Activity

King County Metro

Month:

Last Name	First Name	Date of Birth	Date of Trespass	Trespass Expiration	Transpassed by

Exhibit F8: Overloads

King County Metro Transit

Month:

Year:

Route	Run	Blk Rte	Date/Time	Location	Direction

Exhibit F9: Trip Ridership

King County Metro Transit

Month:

Year:

Route	In/Out	Key Trip	Day	Obs	AvgOns	AvgOffs	AvgMaxLoad	Start Time	End Time	Start TimePoint	End TimePoint

Exhibit F10: Miles and Fuels

King County Metro Transit

Month:

Year:

Unit	Status	Fleet	Base	Period	Miles	Diesels	MPG

Exhibit F11: Cross-Use of Fleet
King County Metro Transit

KCM Bus on ST Service					
Date	Routes	Number of Runs Affected	Platform Hours	Platform Miles	Type of Bus

ST Bus on KCM Service					
Date	Routes	Number of Runs Affected	Platform Hours	Platform Miles	Type of Bus

Exhibit G1: Rate Setting

Baseline	Expenses by Function				
Year: Expense Objects	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General	Total
Labor:					
Operator Wages & Salaries	0	0	0	0	0
Other Wages & Salaries	0	0	0	0	0
Total Labor	0	0	0	0	0
Fringe Benefits	0	0	0	0	0
Services	0	0	0	0	0
Materials & Supplies:					
Fuel & Lubricants (3)	0	0	0	0	0
Tires & Tubes	0	0	0	0	0
Repair Parts	0	0	0	0	0
Other	0	0	0	0	0
Total Materials & Supplies	0	0	0	0	0
Utilities	0	0	0	0	0
Casualty & Liability	0	0	0	0	0
Taxes	0	0	0	0	0
Purchased Transportation	0	0	0	0	0
Miscellaneous	0	0	0	0	0
Expense Transfers (1)	0	0	0	0	0
Total	0	0	0	0	0

Other Items:		
Leases & Rentals		
Depreciation (5)		
Estimated Reduction (6)		
Transfers		
Total Other Items		\$ -

Total All Items \$ -

Total Planned Platform Hours

Total Cost per Platform Hour \$

Marginal Rates:	Cost per Platform Hour
Articulated Bus (60')	\$ -
Standard Bus (40')	\$ -
Small Bus or Van	\$ -
Operator Only	\$ -

King County Metro Assumptions

Exhibit G2: Monthly Invoice Summary

Month:
PO xxxxxx OS

A. Baseline Cost

Annual Cost:	\$	-	divided by	12	=	\$
--------------	----	---	------------	----	---	----

B. Extra Service Cost (Backup data attached) (Invoiced Quarterly)

Platform Hours	#	Rate	\$	=	\$
----------------	---	------	----	---	----

C. Task Orders (Backup data attached) (Invoiced as needed)

Task Order		Amount
#	Op - Retrofits	\$
	Op - Major Component	\$
	Op - Decommission	\$
Subtotal		\$

Total Invoice **\$**

On Separate Invoice

PO XXXXXX OB

1 Special Service Cost (Backup data attached) (Invoiced Quarterly)

Purpose	Total Hours	Rate	Extended
Sounder Backup	#	\$ -	\$
Other	#	\$ -	\$
Total			\$

Note:

Task Orders for Capital Projects will have a separate Purchase Order and must be billed separately.

Exhibit G3: Financial Data Submissions

Year	Item and Due Dates
2015	<p>02/28/15: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/15: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/15: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/15: Periodic financial and operational review</p> <p>10/31/15: Update Baseline Cost for next year</p> <p>11/10/15: Sound Transit comments due</p> <p>12/15/15: Parties finalize 2016 Baseline Cost</p>
2016	<p>02/28/16: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/16: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/16: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/16: Periodic financial and operational review</p> <p>10/31/16: Update Baseline Cost for next year</p> <p>11/10/16: Sound Transit comments due</p> <p>12/15/16: Parties finalize 2017 Baseline Cost</p>
2017	<p>02/28/17: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/17: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/17: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/17: Periodic financial and operational review</p> <p>10/31/17: Update Baseline Cost for next year</p> <p>11/10/17: Sound Transit comments due</p> <p>12/15/17: Parties finalize 2018 Baseline Cost</p>
	Option Years
2018	<p>02/28/18: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/18: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/18: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/18: Periodic financial and operational review</p> <p>10/31/18: Update Baseline Cost for next year</p>

	<p>11/10/18: Sound Transit comments due</p> <p>12/15/18: Parties finalize 2019 Baseline Cost</p>
2019	<p>02/28/19: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/19: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/19: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/19: Periodic financial and operational review</p>
2020	<p>02/28/20: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/20: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/20: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p>

Exhibit G4: Extra Service Hours

King County Metro Transit

Date	Route	Trips	Passengers	Platform hours	Mileage

Exhibit H: Bus Cleaning Matrix

Task items	Frequency	Description
General interior cleaning	Each service day	<ul style="list-style-type: none"> • Sweep or blow out inside – no garbage or dirt visible • Spills (coffee stains, etc.) mopped from floor and spot cleaned from the seats • Noticeably dirty windows cleaned • Offensive graffiti cleaned prior to next service day
Exterior bus wash*	2 times/week	Buses washed (bus wash) twice per week
Wheel washing*	2 times/week	Thorough washing - all wheels
Interior detail	Every six weeks	<ul style="list-style-type: none"> • To be cleaned: <ul style="list-style-type: none"> ▪ All windows ▪ mirrors ▪ Ceiling ▪ Driver's area – dashes, gauges, floor ▪ Modesty shield ▪ Flooring under control pedals • Floor – remove all gum, sweep, and mop • Side panel – wipe down and clean paying special attention to crevices • Seats: <ul style="list-style-type: none"> ▪ Vacuum ▪ Marks and gum removed – spot-cleaned as needed ▪ Headrest covers should be replaced if torn, cut or missing ▪ Reclining mechanisms checked and written-up if broken • Stair wells – sweep and mop • Parcel racks and stanchions: <ul style="list-style-type: none"> ▪ Garbage removed ▪ Wipe down inside and outside ▪ Reading and dome lights cleaned
Additional Cleaning	Semi-annual or more often as needed	<ul style="list-style-type: none"> • All seats should be inspected, steamcleaned and fabric replaced (if needed) • As identified through inspection, other specific and intensive cleaning may be required

**Except during freezing temperature (32 degrees Fahrenheit and below), water shortages, power outages, and major bus wash breakdowns. To conserve water resources, exterior bus washing will be reduced to three days per week during summer months (July – September).*

Exhibit I

Federal Transit Administration (FTA) Provisions (State of Good Repair)

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Exhibit I

Federal Transit Administration (FTA) Provisions (State of Good Repair)

1.0 Definitions

1.1 “Contractor” means King County.

2.0 Master Agreement

This agreement is partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between Sound Transit and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms are deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any Sound Transit requests that would cause the Sound Transit to be in violation of the FTA terms and conditions.

2.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor will accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

2.2 Federal Changes

The Contractor will comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to comply shall constitute a material breach of this Contract.

2.3 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and will not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this

agreement) pertaining to any matter resulting from this Contract. The Contractor will include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. This clause may not be modified, except to identify the Subcontractor who is subject to its provisions.

3.0 Civil Rights

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

3.1 Nondiscrimination in Federal Public Transportation Programs

The Contractor will comply, and ensure compliance of each sub-contractor at any tier under the project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibit discrimination in employment or business opportunity.

3.2 Nondiscrimination on the Basis of Disability

The Contractor will comply, and ensures the compliance of each sub-contractor at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- a) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), prohibits discrimination on the basis of disability.
- b) The ADA, as amended (42 U.S.C. 12101 et seq.), prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.
- c) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities (including private entities “standing in the shoes” of a public entity as a subrecipient or under a contract or other arrangement) providing fixed-route service to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.
- d) Providers of fixed route service must generally utilize accessible vehicles. Private entities may utilize non-accessible vehicles if they can provide equivalent service in terms of schedules and headways, in addition to the equivalent service requirements described above for demand responsive

service. Public entities must also provide complementary paratransit service to fixed route service as defined in 49 CFR 37.121.

- e) Providers of demand responsive service must utilize accessible vehicles, as defined at 49 CFR 37.7, or meet the applicable equivalent service standard. For private and public entities, the service must be equivalent in regards to schedules, response times, geographic areas of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions based on trip purpose.
- f) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

3.3 **Nondiscrimination—Title VI**

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

- a) **Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)** provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b) **U.S. Department of Transportation (DOT) regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21**
- c) **FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Title VI regulations (49 CFR part 21), DOT’s Order 5610.2 on Environmental Justice (62 FR 18377, April 15, 1997), and DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005).
- d) **U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (December 14, 2005)** - this Executive Order 13166 guidance clarifies the responsibilities of recipients of federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

- e) **FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Order 5610.2, Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 12898 on Environmental Justice. The DOT order describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles into existing programs, policies, and activities.
- f) **U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations - DOT Order 5610.2** describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities;

3.4 **Equal Employment Opportunity**

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e *et seq.*), and with 49 U.S.C. 5332 and any implementing regulations DOT may issue.

- a) **Nondiscrimination on the Basis of Sex** - the Contractor will comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et seq.*), with DOT implementing regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance” (49 CFR part 25).
- b) **Nondiscrimination on the Basis of Age** - the Contractor will comply with all applicable requirements of the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), and Department of Health and Human Services’ (DHHS) implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR part 90), which prohibit discrimination against individuals on the basis of age. In addition, the Contractor agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA) (29 U.S.C. 621 through 634), and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act” (29 CFR part 1625), which prohibit employment discrimination against individuals on the basis of age.

- c) **Disadvantaged Business Enterprise (DBE) Program** - to the extent required by federal law, regulation, or directive, the Contractor will take the following measures to facilitate participation by DBEs:
- (i) The Contractor will comply with MAP-21 Section 1101(b), 23 U.S.C. 101, which directs the Secretary of Transportation to expend not less than 10 percent of authorized federal funds with DBEs. This 10 percent national goal is aspirational and is used by the U.S. Department of Transportation to help monitor and evaluate DBE participation in DOT-assisted contracting opportunities.
 - (ii) The Contractor will comply with DOT regulation, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26. Among other provisions, this regulation requires certain recipients of DOT federal financial assistance, namely state and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT-assisted contracts.
 - (iii) The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third-party contract, or subagreement supported with federal assistance derived from DOT, or in the administration of its DBE Program, and will comply with the requirements of 49 CFR part 26. The Contractor will take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and subagreements supported with federal assistance derived from DOT. As required by 49 CFR part 26 and approved by DOT, the recipient's DBE Program is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The Contractor agrees that implementation of this DBE Program is a legal obligation, and that failure to carry out its terms may be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification by DOT to the recipient of a failure to implement its approved DBE Program, DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*

4.0 Commercial Driver's License (CDL)

All drivers of motor vehicles designed or used to transport more than fifteen passengers (including the driver) or of vehicles which have a gross combination weight rating of

26,001 pounds or more must have a CDL. Mechanics that drive the vehicles must also have a CDL.

5.0 Debarment and Suspension

The Contractor will comply with the DOT Governmentwide Debarment and Suspension (Nonprocurement) regulations (2 CFR part 1200) is to ensure that federal assistance funds are not provided to anyone who has been debarred, suspended, determined ineligible, or voluntarily excluded from participation in federally assisted transactions. The U.S. General Services Administration's (GSA) System for Award Management (SAM) provides a single comprehensive list of individuals and firms excluded by federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. GSA maintains a website, at <https://www.sam.gov>, which is updated in real time as changes to the data occur.

- 5.1 DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 1200, incorporating OMB's debarment and suspension guidelines, 2 CFR part 180, requires disclosure of the status of persons and entities participating in:
 - a) Third-party contracts or subagreements of \$25,000 or more at any tier;
 - b) Third-party contracts of any amount for federally required audit services (such as those required under the Single Audit Act Amendments); and
 - c) Third-party contracts or subagreements requiring official DOT approval.
- 5.2 Both participants in third-party contracts of any tier and subagreements of any tier are expected to ensure the status of persons participating in that agreement.
- 5.3 The awarding party must verify that the person is not excluded or disqualified by:
 - a) Checking the SAM list of excluded parties maintained by the GSA and available at <https://www.sam.gov> (**Note:** Strongly recommended by FTA);
 - b) Collecting a certification from the prospective awardee; or
 - c) Adding a clause or condition to the third-party contract or subagreement with that awardee.

In addition, the Contractor and subcontractors participating in lower tier transactions must extend these requirements to their subcontractors. The prospective contractor, in turn must notify the recipient or third-party contractor (person at the next higher tier) if it knows whether or not it or any of its principals are presently excluded or disqualified under these regulations.

6.0 Drug and Alcohol Testing

In the interest of safety in transit operations, Contractor, in accordance with 49 U.S.C. 533, will establish a drug and alcohol testing program. FTA's implementing regulation is set forth at 49 CFR part 40 and 655.

The purpose of the testing program is to help prevent accidents, fatalities, and injuries resulting from misuse of alcohol or the use of prohibited drugs by employees who perform safety-sensitive functions. Contractor must certify annually that they are in compliance with DOT and FTA regulations concerning drug and alcohol testing (49 CFR parts 40 and 655, respectively).

FTA's regulation (49 CFR part 655) applies to "employers," and the term employer is defined as "a recipient [of FTA funding] or other entity that provides [public] transportation service or which performs a safety-sensitive function for such recipient or other entity." The term includes operators, and contractors. The regulation applies to the testing, start-up, and actual revenue operations of FTA-funded transit systems.

Contractor will test its employees who perform one or more of five transit safety-sensitive functions, which are defined at 49 CFR 655.4. The regulation requires the following six types of testing for illegal drug use and alcohol misuse: pre-employment (including transfer from a non-safety-sensitive position to a safety-sensitive position, and removal from the random pool for ninety days or more); reasonable suspicion; random; post-accident; return-to-duty (after a violation); and follow-up (a minimum of six tests in twelve months after returning to duty). Under 49 CFR part 40, return-to-duty and follow-up tests are required to be directly observed.

Contractor will establish and implement a substance abuse prevention program consisting primarily of a testing program but with elements requiring training and educating safety-sensitive employees. Contractor will develop a detailed policy statement that must be distributed to all safety-sensitive employees and employee organizations. In addition, 49 CFR part 655 Subpart D establishes prohibited alcohol concentration levels and behavior, and employers are directed to take specific action on the basis of the level of alcohol concentration.

Technical assistance materials and training information to help recipients implement the rules are available at FTA's website, <http://www.fta.dot.gov/safetysecurity/12533.html>, or through contacting the FTA Office of Transit Safety and Oversight, FTA headquarters.

7.0 Employee Political Activity

To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. Sections 1501-1508, and Sections 7324-7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C.

142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

8.0 Energy Conservation

The Contractor will comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.* The Contractor, to the extent applicable, will perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C. Only after the completion of an energy assessment will FTA approve assistance for the construction, reconstruction, or modification of buildings for which the recipient submits an application. An energy assessment consists of an analysis of the total energy requirements of a building, within the scope of the proposed construction activity and at a level commensurate with the project size and scope. The energy assessment should consider: overall design of the facility or modification; materials and techniques used in construction or rehabilitation; special or innovative conservation features that may be used; fuel requirements for heating, cooling, and operations essential to the function of the structure projected over the life of the facility and including projected costs of this fuel; and the kind of energy the recipient will use.

9.0 Labor Protection

9.1 Davis-Bacon Act

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing-wage requirements on construction projects. In the event that any Contractor task involves construction, Section 5333(a) requires the secretary to ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the secretary of Labor and in accordance with the Davis-Bacon Act, as amended. The secretary may not approve any such loan or grant without first obtaining assurance that required labor standards would be maintained upon the construction work. This assurance is obtained when recipients accept grant funds and sign the Master Agreement.

9.2 Transit Employee Protection

Before FTA may award a grant for capital or operating assistance, fair and equitable arrangements must be made to protect the interests of transit employees affected by the proposed FTA assistance, 49 U.S.C. 5333(b) (formerly Section 13(c) of the Federal Transit Act, as amended). Those arrangements must be certified by the secretary of Labor as meeting the requirements of the law.

Questions concerning employee protective arrangements and related matters pertaining to transit employees should be addressed to the Division of Statutory Programs, Employment Standards Administration, U.S. Department of Labor, Room N-1519, 200 Constitution Avenue, NW, Washington, DC 20210; telephone, 202-693-1193; FAX, 202-693-1344.

9.3 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 work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

9.4 Liability for Unpaid Wages Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor will 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 contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

9.5 Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation or Sound Transit may, 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 monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime 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 paragraph B of this section. (29 CFR § 5.5(b)(3)).

9.6 Payroll and Basic Records

The Contractor or subcontractor will maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including

guards and watchmen, working on the Contract. Such records must contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

10.0 Use of Competitive Procurements

The Contractor will follow procurement requirements specified under 49 U.S.C. 5323 and 49 U.S.C. 5325. This includes utilizing a competitive procurement process and complying with applicable Buy America laws.

Contractor must use and certify competitive procurement procedures as determined by FTA and will not use procurements employing exclusionary or discriminatory specifications. 49 U.S.C. 5323(h)(2).

FTA Circular 4220.1, "Third Party Contracting Guidance," sets forth the requirements and procedures applicable to third-party contracts. A third-party contract refers to any purchase order or contract awarded by a recipient to a vendor or contractor using federal financial assistance awarded by FTA. FTA Circular 4220.1 contains guidelines for the general procurement requirements of the DOT Common Grant Rule, 49 CFR parts 18 and 19, and also includes specific statutory procurement provisions required by FTA's enabling legislation and other special concerns to FTA. Note that both the Common Grant Rule prohibits state or local preference provisions in procurements, except in certain restricted circumstances.

In addition to procurement and audit provisions that apply to architectural, engineering, and related services, 49 U.S.C. 5325 includes provisions affecting third-party procurements, including the general requirements for competition and prohibitions on the use of exclusionary or discriminatory specifications, requirements for award to other than low bidders, requirements for awards to responsible contractors, special rolling stock limitations, contract terms limited to five years, access of federal officials and the comptroller general to project records, authority for design-build projects, and an express federal preemption of any state law requiring bus purchases from in-state dealers.

11.0 Restrictions on Lobbying

Contractor may not use federal financial assistance to influence any member of Congress or an officer or employee of any agency in connection with the making of any federal contract, grant, or Cooperative Agreement in accordance with 31 U.S.C.1352(a). The Contractor and subcontractors at any tier awarded FTA assistance exceeding \$100,000 must complete and submit standard form SF-LLL, sign a certification so stating, and must disclose the expenditure of non-federal funds for such purposes. 49 CFR part 20.

Contractor may not use federal funds for lobbying congressional representatives or senators indirectly, such as by contributing to a lobbying organization or funding a grass-roots campaign to influence legislation.

12.0 Safety

MAP-21 amended 49 U.S.C. 5329 to provide FTA with the authority to establish a new comprehensive framework to oversee the safety of public transportation throughout the United States. The law requires, among other things, that DOT issue a National Public Transportation Safety Plan, establish safety performance criteria for all modes of public transportation, define a "state of good repair," establish minimum safety performance standards for public transportation vehicles, and develop a safety certification training program. Contractor will establish comprehensive agency safety plans for bus operations in accordance with FTA regulations when they are issued.

13.0 Sensitive Security Information

To the extent applicable, the Contractor will comply with 49 U.S.C. 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR part 15, and with 49 U.S.C. 114(s) and implementing Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR part 1520.

14.0 Fly America

The Contractor will in accordance with 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17, utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers, to the extent such service is available, unless travel by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and will, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor will include the requirements of this section in all subcontracts that may involve international air transportation.

15.0 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that Sound Transit, the Comptroller General of the United States or any of their duly authorized representatives, will, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to work under this contract. Further, Contractor agrees to maintain all required records for at least three years after Sound Transit makes final payment and all other pending matters are closed.

16.0 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or

fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project. The Contractor will include this clause in all subcontracts awarded under this Contract.

17.0 Environmental Requirements

The Contractor will comply with the following requirements:

17.1 Environmental Protection

The Contractor will comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, et seq., consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 et seq. and 40 CFR Part 1500, et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

17.2 Air Quality

The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor will report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The Contractor will include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17.3 Clean Water

The Contractor will comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor will report each violation to the Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor will protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6. The Contractor will include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

18.0 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor will provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

19.0 Patent Rights

19.1 If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify Sound Transit immediately and provide a detailed report in a format satisfactory to the FTA. The rights and responsibilities of the Contractor and the Sound Transit with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

19.2 Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), Sound Transit and the Contractor will take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

19.3 The Contractor will include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Contract to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.0 Rights to Data and Copyrights

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

20.1 Federal Rights in Data and Copyrights

The Contractor will provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this subsection.

20.2 License Fees and Restrictions

FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Work to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.3 Restrictions on Access to Patent Rights

Nothing in this subsection pertaining to rights in data implies either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

20.4 Data Developed Without Federal Funding or Support

In connection with the Contract, the Contractor may find it necessary to provide data to Sound Transit developed without any Federal funding or support by the Federal Government. The requirements of Federal Rights in Data and Copyrights do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with this Contract. Nevertheless, Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

21.0 Termination Provisions Required

All Contracts and subcontracts in excess of \$10,000 must contain contractual provisions or conditions that allow for termination for cause and convenience by Sound Transit including the manner by which it shall be effected and the basis for settlement.

22.0 Breach Provisions Required

All Contracts in excess of \$100,000 must contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor will include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

23.0 Substance Abuse

Contractor and its subcontractors will comply with U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 et seq., including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.