



# Agenda

## Dallas Area Rapid Transit COMMITTEE-OF-THE-WHOLE

**Tuesday, January 13, 2026, 3:00 P.M. – Board Room  
1401 Pacific Ave., Dallas, Texas 75202**

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### **General Items:**

1. Approval of Minutes: December 9, 2025
2. Items of Interest
3. Public Comments – Agenda Item Specific

### **Consent Items:**

#### **Administration:**

4. Approval of DART's Annual Public Transportation Agency Safety Plan  
(Gary Slagel/Donna Johnson)
5. Authorization to Delegate Contracting Officer Authority  
(Gary Slagel/Jamie Adelman)
6. Approval of Contract for Leave of Absence Program Services  
(Gary Slagel/Jamie Adelman)
7. Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and Trinity Metro for GoPass® Application Licensing  
(Gary Slagel/Jamie Adelman)
8. Approval of Contract for Data Center Hosting (Gary Slagel/Jamie Adelman)

#### **Development & Innovation:**

9. Approval of a Site-Specific Shuttle Agreement with McKinney Avenue Transit Authority (Patrick J. Kennedy/Dee Leggett)
10. Approval of Contract Modification to Exercise a One-Year Option for General Planning Consultant Services VIII Contract (Patrick J. Kennedy/Dee Leggett)
11. Approval of Contract for Bus Lot Scrubbers and Sweeper Equipment  
(Patrick J. Kennedy/Trenise Winters)
12. Approval of Contract for DART Light Rail Vehicle Brake Disc and Hardware Kits  
(Patrick J. Kennedy/Trenise Winters)
13. Approval of Contract Modification for the Non-Revenue Vehicle Fuel Management System (Patrick J. Kennedy/Trenise Winters)
14. Approval of Contract Modification for Janitorial Services for Passenger Facilities  
(Patrick J. Kennedy/Trenise Winters)
15. Approval of Contract Modification for Janitorial Services for Operating Facilities  
(Patrick J. Kennedy/Trenise Winters)



# Agenda

16. Approval of Contract Modification for Elevator and Escalator Lift Equipment Maintenance (Patrick J. Kennedy/Trenise Winters)
17. Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Improvements at Haltom Road, Beach Street and Riverside Drive (Patrick J. Kennedy/Trenise Winters)
18. Approval of Contract Modification for Armed Security Guard Services (Patrick J. Kennedy/Charles Cato)

## **Individual Items:**

### **Development & Innovation:**

19. Approval of Contract for Modernization of Elevators (Patrick J. Kennedy/Dee Leggett)

***[10 minutes – presentation; 10 minutes – Q&A]***

20. Approval of Contract Modification to Increase Contract Value for the Silver Line Equipment Maintenance Facility Construction to Include Supplemental Wi-Fi at the Vehicle Yard (Patrick J. Kennedy/Dee Leggett)

***[5 minutes – presentation; 5 minutes – Q&A]***

21. Approval of a Call for Public Hearing for Potential May 2026 Service Changes (Patrick J. Kennedy/Dee Leggett)

***[20 minutes – presentation; 40 minutes – Q&A]***

22. \*Briefing on DART Services for FIFA World Cup 2026 (Patrick J. Kennedy/Dee Leggett)

***[15 minutes – presentation; 10 minutes – Q&A]***

## **Other Items:**

23. Adjournment

*\* indicates a Briefing Item Only*

The Dallas Area Rapid Transit Committee-of-the-Whole may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues; under Section 551.072, Deliberation Regarding Real Property for real estate issues, or under Section 551.074 for Personnel matters; or under Section 551.076 or 551.089 for deliberation regarding deployment or implementation of Security Personnel or devices arising or regarding any item listed on this Agenda.

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**MINUTES**  
**DALLAS AREA RAPID TRANSIT**  
**COMMITTEE-OF-THE-WHOLE**  
**Tuesday, December 9, 2025**

The Dallas Area Rapid Transit **Committee-of-the-Whole** meeting convened on **Tuesday, December 9, 2025, at 12:13 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Bryant presiding.

These minutes provide a brief overview and are not a transcript. For complete details, please visit the following link: [DART.org/about/public-access-information/board-meetings-information](https://DART.org/about/public-access-information/board-meetings-information).

**City of Dallas**

Randall B. Bryant – **Board Chair**

Carmen Garcia – **Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

**City of Garland**

Marc C. Abraham - **Board Vice Chair**

**City of Irving**

Rick H. Stopfer

**City of Plano**

Anthony Ricciardelli

**Cities of Carrollton and Irving**

Doug S. Hrbacek

**Cities of Cockrell Hill and Dallas**

Enrique A. MacGregor

**Cities of Farmers Branch and Plano**

M. Nathan Barbera

**Cities of Garland, Rowlett, and Glenn Heights**

Mark C. Enoch – **Assistant Secretary**

**Cities of Richardson and University Park; Towns of Addison and Highland Park**

Gary A. Slagel

Michele Wong Krause was absent.

## General Items

1. This item will be discussed at the Board Meeting only.

2. Approval of Minutes: November 18, 2025

Assisted Secretary Enoch made a motion to adopt the November 18, 2025, Committee-of-the-Whole as written.

Secretary Garcia seconded, and the Minutes were adopted as written.

3. Items of Interest

These items were presented.

4. Public Comments – Agenda Item Specific

There were no public comments.

## Consent Items: 5-6 and 8-14

Director Hrbacek requested that Consent Item 7, +Approval of an Interlocal Agreement between Dallas Area Rapid Transit and Dallas Independent School District for Student Passes, be moved to Individual Items for discussion.

Director Slagel made a motion to approve Consent items 5 through 6 and 8 through 15.

## *Administration:*

5. +Approval of Contract for VMware Cloud Foundation License and Maintenance

Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to award a three-year contract with no options to Presidio Networked Solution Group, LLC, for VMware Cloud Foundation License & Maintenance Renewal [Contract No. C-2095118-01], for a total authorized amount not to exceed \$838,442.

6. +Approval of Contract for Workers' Compensation Third-Party Administrator Services

Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to award a five-year contract with two one-year options for Workers' Compensation Third-Party Administrator Services [Contract No. C-2089620-01] to Sedgwick Claims Management Services, Inc., for a total authorized amount not to exceed \$2,504,620.

## *Development & Innovation:*

8. +Approval of Contract for a Security and Access Control System at Trinity Railway Express Equipment Maintenance Facility

Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to award a one-year contract with no options for the installation of a security and access control system at the Trinity Railway Express Equipment Maintenance Facility [C-2093911-01] to Preferred Technologies, LLC, for an amount not to exceed \$265,193, plus a contingency for unanticipated expenses in the amount of \$13,260, for a total authorized amount not to exceed \$278,453.

9. **+Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Fence Installation at Fort Worth Central Station**  
Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to execute a contract modification with Herzog Transit Services, Inc., for the installation of fencing at Fort Worth Central Station [Contract No. 2005858-01], in the not-to-exceed amount of \$90,027, for a new total authorized amount not to exceed \$723,662,113.

10. **+Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Improvements at Rogers Road**  
Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to execute a contract modification with Herzog Transit Services, Inc., to provide additional funding to the Trinity Railway Express Operations and Maintenance Contract [Contract No. C-2005858-01], for a reimbursable project that provides pre-emption crossing enhancements that improve safety at Rogers Road for an amount of \$265,232, for a new total authorized amount not to exceed \$723,927,345.

11. **+Approval of Authorization of Funds for Positive Train Control Maintenance Service Agreement for Trinity Railway Express and Silver Line**  
Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to increase funding for DART's portion of the existing Positive Train Control (PTC) Maintenance Service Agreement between Trinity Metro and Wabtec Railway Electronics, Inc. This funding extends the current term by three years with two one-year options (if all options are exercised) and adds funding for the existing Trinity Railway Express (TRE) services and new Silver Line services to the existing Trinity Metro PTC agreement, for a total authorized amount not to exceed \$7,599,822.

12. **+Approval of Contract for Light Rail Vehicle Coupler Parts**  
Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to award a two-year contract for the purchase of Light Rail Vehicle Coupler Parts to Wabtec Passenger Transit for DART's Kinkisharyo fleets, for a total authorized amount not to exceed \$991,057.

13. **+Approval of Contract for Light Rail Vehicle Air Spring Assemblies**  
Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to award a two-year contract for Light Rail Vehicle (LRV) air spring assemblies for DART's Kinkisharyo Fleets to Bridgestone Industrial Products America, Inc. [C-2088518-01], for the total authorized amount not to exceed \$1,568,844.

**14. +Approval of Extension to On-Call Construction Services Contracts**

**Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to exercise the six-month contract extension for each of the awarded contracts, in accordance with DART Procurement Regulations, for On-Call Construction Services, with the total authorized not-to-exceed amount remaining at \$13,500,000.**

**Section 1: C-2069980-01, Parent Contract, extend to June 30, 2026.**

**Section 2: C-2069980-02, Phillips/May Corporation, extend to June 30, 2026.**

**Section 3: C-2069980-03, VesCorp Construction, LLC, extend to June 30, 2026.**

**Section 4: C-2069980-04, Advanced Construction Group, extend to June 30, 2026.**

**Section 5: C-2069980-05, Omega Contracting, LLC, extend to June 30, 2026.**

**Section 6: C-2069980-06, Florico, Inc., extend to June 30, 2026.**

**Assisted Secretary Enoch seconded, and the Consent items were adopted unanimously.**

**Consent Item moved to Individual Consideration**

***Administration***

**7. +Approval of an Interlocal Agreement between Dallas Area Rapid Transit and Dallas Independent School District for Student Passes**

Jamie Adelman, Vice President and Chief Financial Officer, introduced Patrick Mccurley, Director of Fare Payment and Revenue Administration, who briefed the committee.

**After discussion, Director Slagel moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to execute an interlocal agreement with Dallas Independent School District, substantially in the form shown in Exhibit 1 to the Resolution, to purchase and distribute education semester passes and reduced local day and monthly passes.**

**Secretary Garcia seconded, and the item was adopted unanimously.**

**Individual Items 15-24**

***Administration:***

Director West entered the meeting at 12:34 p.m.

Director Kennedy entered the meeting at 12:45 p.m.

**15. Approval of Dallas Area Rapid Transit's Title VI Program**

Michael Collins, Senior Vice President, Equal Employment Opportunity and Cultural Engagement, briefed the Committee

**Assistant Secretary Enoch moved to approve this draft resolution to the Board of Directors, stating that:**

**Section 1: DART's Title VI Program is approved and adopted.**

**Section 2: The President & Chief Executive Officer or her designee is authorized to submit DART's Title VI Program to the Federal Transit Administration.**

Director MacGregor seconded, and the motion was adopted with Director Ricciardelli abstaining.

**16. \*Briefing on 2025 Customer Satisfaction Survey**

Anna Kurian, Vice President of Marketing, briefed the committee.

**17. \*Briefing on Security Policy**

Randall B. Bryant, Chairman, briefed the committee

***Development & Innovation:***

**18. +Approval of Contract Modification to Increase Contract Value for the Design-Build Services for the Silver Line Regional Rail Project to Include License for Station Cameras**

Trey Walker, Vice President of Capitol Programs, briefed the committee.

**Director Kennedy moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to increase the contract value for design-build services with Archer Western Herzog 4.0, Joint Venture, (AWH) [Contract No. C-2033270-01] for the Silver Line Regional Rail Project to include procurement of licensing for station cameras in the amount of \$169,059, to be funded from the contract contingency, for a new contract amount of \$1,518,888,869, and no increase to the Board-authorized amount not to exceed \$1,560,737,685.**

Secretary Garcia seconded, and the motion was adopted unanimously.

**19. +Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase II Construction to Include Change to Retaining Wall Type and Increase to Board Authorized Amount Not to Exceed to Include North Central Texas Council of Governments Funding**

Trey Walker, Vice President of Capitol Programs, briefed the committee.

**Director Slagel moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to increase the contract value for construction of the Regional Trail Phase II with Archer Western Construction, LLC, to include changes to the type of retaining wall constructed in three locations in the amount of \$807,338, to be funded by new North Central Texas Council of Governments funds, for a new total contract amount of \$92,450,550, and a new total authorized amount not to exceed \$95,358,689.**

**Assistant Secretary Enoch seconded, and the item was adopted with Mayor Stopfer opposing.**

Director Milligan entered the meeting at 1:47 p.m.

Vice Chair Abrahams entered the meeting at 2:16 p.m.

20. **+Authorization of an Agreement with the City of Dallas Regarding the Convention Center Project.**

Caitlin Holland, Vice President of Real Estate and Economic Development, briefed the committee.

**Director Slagel moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to execute an agreement with the City of Dallas regarding the Convention Center Project substantially in the form attached as Exhibit 1 to the resolution, subject to legal review.**

**Secretary Garcia seconded, and the item was adopted with Director Hrbacek and Barbera opposing.**

21. **+Approval of a Lease with Gateway Community Soccer, LLC, for Property Located at 816 Sabine Street in the City of Dallas, Texas**

Caitlin Holland, Vice President of Real Estate and Economic Development, briefed the committee.

**After discussion, Director Ricciardelli moved to postpone action for the item to the January 13, 2026, Committee-of-the-Whole meeting.**

**Director Milligan seconded the motion. The motion was approved with Director Slagel opposing.**

22. **\*Update on Current Transit-Oriented Development Projects, DART's Automatic Participation in Tax Increment Reinvestment Zones, and Other Economic**

Caitlin Holland, Vice President of Real Estate and Economic Development, briefed the committee.

23. **\*Briefing on Fiscal Year 2025 Fourth Quarter Ridership, State Fair Results, and Silver Line Update**

Dee Leggett, Executive Vice President/Chief Development Officer, briefed the committee.

24. **\*Briefing on Potential 2026 Service Changes**

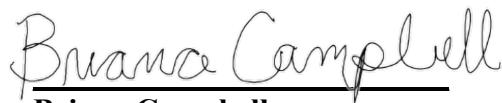
Rob Smith, Vice President, Service Planning and Scheduling, briefed the committee.

## Other Items

25. **This item will be discussed at the Board Meeting only.**

26. **Adjournment**

There being no further business to discuss, the meeting adjourned at 4:29 p.m.



**Briana Campbell,  
Secretary of the Board**

/bc



# Agenda Report

<b>Voting Requirements:</b> <b>Majority</b>
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**DATE:** January 13, 2026

**SUBJECT:** Approval of DART's Annual Public Transportation Agency Safety Plan

## RECOMMENDATION

Approval of a resolution to: 1) approve DART's Annual Public Transportation Agency Safety Plan as shown in Exhibit 1 to the Resolution; and 2) authorize DART's Annual Public Transportation Agency Safety Plan to be signed by the Sr. Vice President and Chief Safety Officer, President & Chief Executive Officer, and Board Chair.

## FINANCIAL CONSIDERATIONS

- Approval of DART's Annual Public Transportation Agency Safety Plan has no financial impact to DART.

## BUSINESS PURPOSE

- Federal Transit Administration Regulation 49 CFR Part 673 requires the development of a Public Transportation Agency Safety Plan (PTASP) by all public transit systems that receive federal funding. Among other requirements, the rule calls on agencies to incorporate the following components in the Plan: Safety Policy, Safety Risk Management, Safety Assurance, and Safety Promotion, and for the document to be submitted to the agency's Board of Directors for approval.
- Following approval of the PTASP by DART's Joint Labor-Management Rail Safety Committee and the DART Board, the PTASP is signed by the Sr. Vice President and Chief Safety Officer, President & Chief Executive Officer, and DART Board Chair. Once the document has been signed, it will be submitted to the Texas Department of Transportation for final approval.
- Approval of DART's Annual Public Transportation Agency Safety Plan will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

## LEGAL CONSIDERATIONS

Section 452.054 of the Texas Transportation Code authorizes DART to exercise all powers necessary or convenient to carry out the purposes or provisions of the statute.

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of DART's Annual Public Transportation Agency Safety Plan**

WHEREAS, Federal Transit Administration (FTA) Regulation 49 CFR Part 673 requires all public transit systems that receive federal funding to develop a Public Transportation Agency Safety Plan (PTASP) and submit the PTASP to FTA on an annual basis; and

WHEREAS, in accordance with the regulation, DART has incorporated the following components in the Plan: Safety Policy, Safety Risk Management, Safety Assurance, and Safety Promotion, and has presented the document to the DART Board for approval; and

WHEREAS, approval of this resolution will authorize the PTASP to be signed by the Sr. Vice President and Chief Safety Officer, President & Chief Executive Officer, and DART Board Chair to be submitted to the Texas Department of Transportation for final approval; and

WHEREAS, approval of DART's Annual Public Transportation Agency Safety Plan has no financial impact to DART.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit (DART) Board of Directors that:

Section 1: DART's Annual Public Transportation Agency Safety Plan as shown in Exhibit 1 to the Resolution is approved.

Section 2: DART's Sr. Vice President and Chief Safety Officer, President & Chief Executive Officer, and Board Chair are authorized to sign the Annual Public Transportation Agency Safety Plan prior to submission of the Plan to the Texas Department of Transportation.

## **Approval of DART's Annual Public Transportation Agency Safety Plan**

Prepared by: /s/ Donna E. Johnson

Donna E. Johnson

Sr. Vice President and

Chief Safety Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer

# Dallas Area Rapid Transit (DART)



Public Transportation Agency Safety Plan (PTASP)  
1401 N. Pacific Avenue, Dallas, TX 75202

**January 2026**



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Public Transportation Agency Safety Plan (PTASP) - Rev. 6

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## Public Transportation Agency Safety Plan (PTASP) Approvals

Dallas Area Rapid Transit (DART) provides certification of compliance with the Public Transportation Agency Safety Plan (PTASP) set forth by the Federal Transit Administration. This compliance includes the signatures of the DART President & Chief Executive Officer, the DART Chair, Board of Directors and Sr. VP & Chief Safety Officer who have verified that the document held within has met all the applicable compliance standards contained within the Code of Federal Regulations 49 Part 673 and the Texas State Safety Oversight Agency Program Standard.

APPROVED BY:

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Nadine S. Lee  
DART President & Chief Executive Officer

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Date

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Randall B. Bryant  
Board Chair, DART Board of Directors

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Date

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Donna Johnson  
DART Sr. Vice President & Chief Safety Officer

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Date



## Revision History

Revision Number	Revision Date	Description
0	December 2019	Initial Draft and Release
1	December 2020	Annual Update
2	September 2021	Annual Update
3	October 2022	Annual Update
4	October 2023	Annual Update
5	January 2025	Annual Update
6	January 2026	Annual Update



## Acronyms

Acronym	Definition
AE	Accountable Executive
AHJ	Authorities Having Jurisdiction
ASP	Agency Safety Plan (interchangeable with PTASP)
CAP	Corrective Action Plan
CBD	Central Business District
CFR	Code of Federal Regulation
CRC	Certification Review Committee
CSO	Chief Safety Officer
CSSM	Construction Safety and Security Manual
DART	Dallas Area Rapid Transit
DDC	Development Document Control
DSS	Director of Systems Safety
EAP	Employee Assistance Program
ELT	Executive Leadership Team
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
ERRTC	Executive Round Table Review Team Committee
ESS	Energy Storage System
FLSC	Fire Life Safety Committee
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
HAZCOM	Hazardous Communications
HMP	Hazard Management Program



Acronym	Definition
HRI	Hazard Risk Index
ILA	Inter Local Agreement
KPI	Key Performance Indicators
LRT	Light Rail Transit
LRV	Light Rail Vehicle
MAXIMO	Maintenance Management System
MPO	Metropolitan Planning Organization
NCTCOG	North Central Texas Council of Government
NFPA	National Fire Protection Association
NTD	National Transit Database
NTSB	National Transportation Safety Board
OSHA	Occupational Safety Health Administration
OSONOC	Other Safety Occurrence Not Otherwise Classified
PMI	Preventive Maintenance Inspections
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
PTSCTP	Public Transportation Safety Certification Training Program
RFGPTS	Rail Fixed Guideway Public Transportation System
RBI	Risk Based Inspection
RMIS	Risk Management Information System
RSCJLM	DART Rail Safety Committee Joint Labor Management
RTA	Rail Transit Agency
RTRWP	Rail Transit Roadway Worker Protection
SA	Safety Assurance
SCB	Standard Campaign Bulletin



Acronym	Definition
SDS	Safety Data Sheet
SME	Subject Matter Expert
SMP	Safety Management Policy
SMS	Safety Management System
SOP	Standard Operating Procedures
SP	Safety Promotion
SPB	Standard Practice Bulletins
SPCC	Spill Prevention Controls and Countermeasures
SRM	Safety Risk Management
SSCP	Safety and Security Certification Plan
SSOA	State Safety Oversight Agency
SSOPS	State Safety Oversight Program Standard
SWP3	Storm Water Pollution Prevention Plans
TAC	Texas Administrative Code
TCC	Train Control Center
TCEQ	Texas Commission on Environmental Quality
TDSHS	Texas Department of State Health Services
TES	Track Electrification Services
TVA	Threat and Vulnerability Analysis
TxDOT	Texas Department of Transportation
USC	United States Code
WI	Work Instructions



## Definitions

**Accident** is an Agency event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision involving a rail transit vehicle; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

**Accountable Executive** is DART's President & Chief Executive Officer who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of DART; responsibility for carrying out the DART's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both DART's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and DART's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

**Administrator** is the Federal Transit Administrator or the Administrator's designee.

**Assault on a transit worker** is a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker. (as defined under 49 U.S.C. 5302)

**CDC** is the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

**Chief Safety Officer** is an adequately trained individual who has responsibility for safety and reports directly to a transit agency's Chief Executive Officer, General Manager, President, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

**Commission** is the Texas Transportation Commission.

**Contractor** is an entity that performs tasks on behalf of FTA, a State Safety Oversight Agency, or a Rail Transit Agency, through contract or other agreement.

**Corrective Action Plan** is a plan developed by DART that describes the actions that DART will take to minimize, control, correct, or eliminate risks and hazards, and the schedule for taking those actions. Either a State Safety Oversight Agency or FTA may require DART to develop and carry out a corrective action plan.

**DART Senior Management** is Director and above (e.g. AVP, Directors, VP, ELT) (**Appendix B**)

**DART Executive Leadership** is the Leadership Roundtable Team who are direct reports to the CEO (e.g. Sr. VP, VP and above) (**Appendix B**)



**Emergency** is a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency, and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170). (as defined under 49 U.S.C. 5324)

**Equivalent entity** is an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

**Fatality** is a death that results from an event and that occurs within 30 days after the date of the event.

**FRA** is the Federal Railroad Administration, an agency within the United States Department of Transportation.

**FTA** is the Federal Transit Administration, an agency within the United States Department of Transportation.

**Goal** is desired result that DART foresee, plan and commit to achieving.

**Hazard** is 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 a public transportation system; or damage to the environment.

**Injury** is any harm to persons as a result of an event that requires immediate medical attention away from the scene.

**Investigation** is the process of determining the causal and contributing factors of a safety event or hazard, for the purpose of preventing recurrence and mitigating safety risk.

**Joint labor-management process** is a formal approach to discuss topics affecting transit workers and the public transportation system.

**National Public Transportation Safety Plan** is the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

**Near-miss** is a narrowly avoided safety event.

**NTSB** is the National Transportation Safety Board, an independent Federal agency.

**Objective** is a thing aimed at or sought; a goal or specific measurable statement that supports achievement of the goal Operator of a public transportation system is a provider of public transportation.

**Performance measure** is an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.



**Person** is a passenger, employee, contractor, pedestrian, trespasser, or any individual on the property of a rail fixed guideway public transportation system.

**Pre-revenue Operations** is operation of the rail fixed guideway public transportation system prior to revenue service that includes identification and performance of tests, drills, exercises, and audits designed to verify the functional capability and readiness of the system.

**Potential Consequence** is the effect of a hazard.

**Public transportation** is regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include (as defined under 49 U.S.C. 5302):

- 1) intercity passenger rail transportation provided by the entity described in 49 U.S.C. chapter 243 (or a successor to such entity);
- 2) intercity bus service;
- 3) charter bus service;
- 4) school bus service;
- 5) sightseeing service;
- 6) courtesy shuttle service for patrons of one or more specific establishments; OR
- 7) intra-terminal or intra-facility shuttle services.

**Public Transportation Agency Safety Plan (PTASP)** is the documented comprehensive DART's safety plan that is required by 49 U.S.C. 5329(d).

**Public Transportation Safety Certification Training Program** is either the certification training program for Federal and State employees, or other designated personnel, who conduct safety audits and examinations of public transportation systems, and employees of public transportation agencies directly responsible for safety oversight, established through interim provisions in accordance with 49 U.S.C. 5329(c)(2), or the program authorized by 49 U.S.C. 5329(c)(1).

**Rail Fixed Guideway Public Transportation System (RFGPTS)** is any fixed guideway system, or any such system in engineering or construction, that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration. These include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway. Rail fixed guideway public transportation system is also a Rail Transit Agency (RTA).

**Rail Transit Agency (RTA)** is any entity that provides services on a rail fixed guideway public transportation system. For the purposes of this PTASP, any reference to RTA would be the same as DART.

**Responsibility** is functions and duties that describe the purpose of what an individual is required to do with regard to the operation of the Safety Management System.

**Revenue Service** is operation of the rail fixed guideway public transportation system to carry passengers that pay fares, provide payment through a contractual arrangement, or have the fares



subsidized by public policy. Vehicles operated in fare free service are also considered in revenue service.

**Risk-Based Inspection** is an inspection conducted as part of a risk-based inspection program.

**Roadway** is land on which DART tracks and support infrastructure have been constructed to support the movement of DART's Light Rail vehicles, excluding station platforms.

**Safety** is freedom from harm resulting from unintentional acts or circumstances.

**Safety Assurance (SA)** is a process within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

**Safety Committee** is the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329.

**Safety Event** is an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

**Safety Management Policy** is a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.

**Safety Management System (SMS)** is the formal, 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 hazards and safety risks.

**Safety Management System (SMS) Executive** is a Chief Safety Officer or an equivalent.

**Safety performance target** is a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.

**Safety Promotion (SP)** is a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

**Safety risk** is the composite of predicted severity and likelihood of a potential consequence of a hazard.

**Safety risk assessment** is the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

**Safety Risk Management (SRM)** is a process within a Rail Transit Agency's Safety Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk of their potential consequences.



**Safety risk mitigation** is a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.

**Safety set-aside** is the allocation of not less than 0.75 percent of assistance received by a large, urbanized area provider under 49 U.S.C. 5307 to safety-related projects eligible under 49 U.S.C. 5307.

**State** is a state of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

**State of Good Repair** is the condition in which a capital asset is able to operate at a full level of performance.

**State Safety Oversight Agency (SSOA)** is an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e), (k), and the regulations set forth in this part.

**Substantial damage** is damage to transit or non-transit property including vehicles, facilities, equipment, rolling stock, or infrastructure that disrupts the operations of the rail transit agency and adversely affects the structural strength, performance, or operating characteristics of the property, requiring towing, rescue, on-site maintenance, or immediate removal prior to safe operation.

**System Reliability** The system reliability measure expresses the relationship between safety and asset condition. The rate of vehicle failures in service, defined as mean distance between major mechanical failures, is measured as revenue miles operated divided by the number of major mechanical failures.

**Transit agency** is an operator of a public transportation system that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

**Transit Asset Management Plan** is the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

**Transit worker** is any employee, contractor, or volunteer working on behalf of the transit agency.

**Vehicle** is any rolling stock used on DART's Rail Transit vehicle tracks, including but not limited to passenger and maintenance vehicles.

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## I. FORWARD

The Dallas Area Rapid Transit (DART) system was organized with the mission to benefit the region by providing a sustainable system of innovative, affordable, reliable and safe mobility options for our riders that enhances the quality of life and stimulates economic development. Accordingly, safety is a primary concern that affects all levels of DART activities including the operations, maintenance, and administrative functions of the organization. All employees and contractors of DART are expected to conduct their duties safely, aimed at preventing, controlling and minimizing undesired events, such as customer or employee injury, equipment or property damage, or degradation to system safety in any DART function. Employees and customers are DART's most important assets, and their safety is DART's greatest responsibility. While minimizing unsafe conditions in DART's transportation system and facilities is the responsibility of each employee, they are first and foremost the responsibility of DART's management. The Agency's safety documents which set forth its PTASP, including those documents related to the implementation of its SMS, and results from SMS processes and activities. The PTASP and SMS documents include in whole, or by reference, the programs, policies, and procedures that DART uses to carry out its PTASP. All PTASP and SMS documents are maintained for a minimum of three years after they are created and made available upon request by FTA, State Safety Oversight or any other Federal entity.

DART is fully committed to providing a safe work environment and safe vehicles, systems, and facilities. The Federal Transit Administration's (FTA) final rule, 49 CFR Part 673, Public Transportation Agency Safety Plan, became effective on July 19, 2019. This rule requires operators of public transportation systems that receive federal funds under the FTA Urbanized Area Formula Grants -5307 such as DART, to establish a Public Transportation Agency Safety Plan (PTASP) that meets the requirements of 49 CFR Part 673. The PTASP must at a minimum:

1. Be signed by the Accountable Executive and approved by the Rail Safety Committee Joint Labor Management established pursuant to § 673.19, followed by the agency's Board of Directors, or an equivalent entity.
2. Document the processes and activities related to Safety Management System (SMS) implementation.
3. Include Safety performance targets for the safety risk reduction program and annual safety performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.
4. Address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.
5. Establish a process and timeline for conducting annual reviews and updates of the PTASP.
6. Include or incorporate by reference: -
  - i. An emergency preparedness and response plan or procedures that address, at a minimum, the assignment of transit worker responsibilities during an emergency,



and coordination with Federal, State, regional, and local officials with roles and responsibilities for emergency preparedness and response in the transit agency's service area.

- ii. Any policies and procedures regarding rail transit workers on the roadway that DART has issued; and
- iii. The DART's policies and procedures developed in consultation with State Safety Oversight Agency to provide access and required data for the State Safety Oversight Agency's risk-based inspection program.

7. Must include a safety risk reduction program for DART operations to improve safety performance by reducing the number and rates of safety events, injuries and assaults on transit workers. Consistent with 49 CFR part 673.25, the safety risk reduction program must, at a minimum:

- i. Address the reduction and mitigation of vehicular and pedestrian safety events involving transit vehicles that includes safety risk mitigations.
- ii. Address the reduction and mitigation of assaults on transit workers that includes safety risk mitigations.
- iii. Include the safety performance targets set by the Safety Committee pursuant to 49 CFR part 673.19 (d)(2) for the safety risk reduction program performance measures established in the NPTSP. These targets must be set: -
  - a. Based on a three-year rolling average of the data submitted by DART to NTD.
  - b. For all modes of public transportation and
- iv. Include or incorporate by reference the safety risk mitigations identified and recommended by the Safety Committee.

As DART operates a light rail system subject to FTA's State Safety Oversight (SSO) Program, as stated in 49 CFR Part 674, DART has developed this PTASP in compliance with 49 CFR Part 673 and the Texas Department of Transportation (TxDOT) SSO Agency's Program Standard. DART's PTASP requires annual review and revision (as necessary) and subsequent approval by the Rail Safety Committee Joint Labor-Management followed by DART's Board of Directors. Each of DART's divisions and department management teams are charged with the responsibility of implementing and assuring the success of the PTASP.



## II. SCOPE AND SYSTEM DESCRIPTION

The Public Transportation Agency Safety Plan (PTASP) applies to the Dallas Area Rapid Transit (DART) light rail operations affected by the planning, design, construction, procurement, testing, operation, and maintenance of its light rail transit systems. Safety issues affecting all units within the rail division of DART are managed in accordance with the procedures outlined in the PTASP. DART's Safety Management Policy Statement, which articulates the commitment of DART's President & Chief Executive Officer and DART Executive Leadership Team to DART's Safety Management System (SMS) and the implementation of this PTASP, is included in **Appendix A**. Organization charts depicting DART's structure and hierarchy are included in **Appendix B**.

### DART Mission Statement

DART's mission statement defines the purpose for which the Agency was created and is stated as follows:

“We create best-in-class mobility experiences that help people and communities connect and flourish.”

### Service Area

DART is a large, urbanized agency that receives Section 5307 funding and serves its 13 service area cities with modern public transit services and customer facilities. DART's extensive network of Light Rail, Trinity Railway Express commuter rail, bus routes and paratransit services move more than 220,000 passengers per day across a 700-square mile service area.

### Light Rail Transit (LRT) System Description

The LRT system is a double-track system with high voltage supplied direct to a current feeding overhead catenary. It operates over a wide range of rights-of-way including the Central Business District (CBD) transit mall, tunnels, aerial structures, and reserved medians. It serves 65 stations spaced 0.5 to 1.5 miles apart. Headways provide service every 3 to 10 minutes on the trunk line and 15 to 30 minutes on the branch lines, with FY24 average weekday ridership of 67,038 (Source: DART Reference Book, May 2025).

DART's LRT system connects South and West Oak Cliff, downtown Dallas, the Northeast Corridor to Rowlett, the North Central Corridor to Plano, and the Northwest to Frankford Road and Irving. Approximately 23% of DART's Light Rail System operates in FRA shared corridor. **Table 1** below lists the light rail alignment that makes up the current system. **Appendix C** provides the DART LRT system map.



Table 1: DART Light Rail Transit Alignment Description

ALIGNMENT	DESCRIPTION
Red Line North	Westmoreland Station to Parker Road Station
Red Line South	Parker Road Station to Westmoreland Station
Blue Line North	UNT Dallas Station to Downtown Rowlett Station
Blue Line South	Downtown Rowlett Station to UNT Dallas Station
Green Line North	Buckner Station to Frankford Station
Green Line South	Frankford Station to Buckner Station
Orange Line North	DFW Airport Station to LBJ Central Station/Parker Road Station
Orange Line South	Parker Road Station/LBJ Central Station to DFW Airport Station
Central Business District	Pearl Street Station to West End Station (All Lines pass through the Central Business District)
SMU/Mockingbird and City Place /Uptown Stations	Red/Orange and Blue Line pass through Station

## Light Rail Vehicles

The LRT system operates a fleet of 163 Light Rail Vehicles (LRV), provided in **Appendix I**. Each LRV is 123'7" feet long and weighs 146,000 pounds. Each vehicle has a top operating speed of 65 miles per hour and a passenger capacity of up to 94 seated/274 crush (165 peak per DART policy) (Source: DART Reference Book, May 2025).

LRV operations are required to be conducted in accordance with the requirements of the Rail Book of Operating Rules, provided in **Appendix D**.

## Streetcar

The Dallas Streetcar system is operated with a fleet of four modern Streetcars vehicles that are 66 feet long and weigh 81,900 pounds. Each Streetcar is operated by onboard Energy Storage System (ESS), consisting of a rechargeable battery pack, which is recharged by raising the pantograph whenever operating in overhead catenary territory. The catenary is energized by a traction power substation that supplies high voltage. Each Streetcar is housed at DART's Central Rail Operating Facility and must travel over existing LRV alignment to arrive to the dedicated Streetcar system.



## Bus Transit System Description

DART provides mass transit bus service to the residents of the DART service area, which covers 700 square miles with a total population of 2.6 million people. Bus service is provided 22 hours a day, 7 days a week. The DART bus network includes 79 bus routes, 14 bus transit centers/transfer centers/transfer locations/park-and-rides and 7,018 bus stops. Buses traverse 1,300+ miles of roadway in the service area, averaging 90,153 weekday passengers in FY24 (Source: DART Reference Book, May 2025). **Appendix E** includes a list of the Transit System Bus Routes.

Bus service is provided with a fleet of 570 buses. The fleet has been updated with a combination of 30' and 40' buses. Both fleets have a low-floor design increasing the ease and safety of boarding the vehicle. Buses are equipped with cameras to increase the safety and security of the riding public. (Source: DART Reference Book, May 2024).

Bus and van operations are divided into four categories reflecting the types of service provided, as indicated in Table 2, below.

**Table 2: DART Bus and Van Passenger Service**

	SERVICE	AREA OPERATION	SERVICE PROVIDED	VEHICLES	NOTES
1	Fixed Route	Urban areas Suburban areas - Between DART's transit centers & rail stations	Reduced bus speeds Frequent stops for boarding/alighting of passengers or making transfers	DART - Owned	
2	Express Bus	Suburban areas – From transit centers, park-and- ride locations into downtown Dallas	Few stops Higher bus speeds with travel over expressways	DART – Owned	See <b>Appendix I</b> for DART-owned Fleet Stock.
3	Go Link	Contracted service Operated in designated areas	Replace fixed route service that does not meet DART route efficiency standards	Vans Taxis Uber	Mobility on Demand contracted service
4	Paratransit	All member city jurisdictions	For passengers with disabilities	Vans Minivans Taxis	Contracted service that provides its own safety programming



## **DART Facilities**

Appendix F provides a list of DART facilities, including the facility type and location.

## **The DART Transit System Plan**

DART's Board of Directors adopted the Transit System Plan for DART on June 27, 1989. The Plan was subsequently revised in 1995, 1997 and 2006. The Transit System Plan calls for the design of projects to improve mobility and public transit services in the metropolitan Dallas area. DART established a Capital Improvement Program to expand its passenger amenities and facilities, and to upgrade and improve its operational facilities and equipment. The Transit System Plan and Capital Improvement Program define DART's current services and recommend expansion of those services when warranted. The Transit System Plan includes 93 miles of light rail transit, 34 miles of commuter rail service, and 1,003 miles of bus routes. The Transit System Plan also coordinates bus service with rail service and expanded passenger facilities and amenities. It eliminates bus routes that duplicate or run parallel to the light rail system and establishes feeder bus routes to bring passengers to the rail system.

## **III. MODE(S) OF SERVICE COVERED BY THE AGENCY SAFETY PLAN**

The current DART PTASP applies to rail operations.

## **IV. PTASP/SMS EXECUTIVES**

### **Accountable Executive**

DART's President & Chief Executive Officer is designated as the Agency's Accountable Executive. As such, the President & Chief Executive Officer is accountable for ensuring that the Agency's Safety Management System (SMS) is effectively implemented throughout DART's public transportation system. Additionally, the President & Chief Executive Officer is accountable for ensuring action is taken to address substandard performance in the Agency's SMS.

### **Chief Safety Officer**

The Sr. Vice President & Chief Safety Officer (CSO) is designated by DART's President & Chief Executive Officer (Accountable Executive), as the SMS Executive. The Sr. Vice President, CSO holds a direct line of communication and reporting to the Accountable Executive. As an adequately trained senior leader at DART, the Sr. Vice President & CSO has the authority and responsibility for the establishment, implementation, and operation of a compliant PTASP. The Sr. Vice President & CSO is also responsible for the implementation of SMS throughout the DART organization. This responsibility includes:

- Planning and fostering a positive SMS culture.




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- Ensuring the PTASP is reviewed annually (and updated as needed).
- Coordinating Safety Risk Management (SRM) across the DART organization.
- Overseeing and coordinating Safety Assurance practices throughout the DART organization.
- Monitoring safety performance and targets through data collection and analysis.
- Tracking of safety critical issues.

The Sr. Vice President, CSO does not serve in other operational or maintenance capacities.

## V. PURPOSE, GOALS, AND OBJECTIVES

### Purpose

The purpose of the PTASP is to establish formal mechanisms each DART department must use to identify hazards associated with DART's transportation systems; eliminate, minimize or control hazards; and to prevent injuries, accidents and other losses. The PTASP demonstrates DART's commitment to safety and compliance with Federal, State and local regulations.

### Goals

The goals of the PTASP are to establish processes and procedures that will:

- Enable the identification, elimination, minimization and control safety hazards and their risks.
- Allow DART to maintain a superior level of safety in its transportation operations and in work environments.
- Comply with the applicable requirements for regulatory agencies.
- Maximize the safety of future operations through design, procurement, construction, and testing processes.

### Objectives

DART's management is responsible for providing leadership in promoting safety and ensuring employees are committed to the safety of DART's customers, employees, property, and the public coming in contact with DART's system. Each DART department is directed and empowered to administer the PTASP and its specific activities for the prevention, control, and resolution of unsafe conditions and actions. DART's successful safety record results from the use of this Plan, and from the regular review and revision process that has been established to assure the PTASP remains current.

The following objectives have been established to assist DART in achieving its safety initiatives. Each department is responsible for establishing activities and goals to assist DART in meeting its principal objectives. **Appendix G** provides DART's Departmental Safety Responsibilities Matrix, which details the departments, tasks and responsibilities required to be implemented to meet the following objectives.

- Establish safety policies, procedures and requirements that integrate safety into DART's decision-making and operations.



- Hire and train qualified personnel.
- Assign responsibility related to safety policies, procedures, and requirements.
- Establish standards and procedures for safety training and performance.
- Verify employee adherence to safety policies, procedures, and requirements.
- Meet or exceed safety requirements in specifications, facility construction, equipment installation, vehicle operations and maintenance, and system testing, operations and maintenance.
- Evaluate routes and scheduling for safety issues.
- Evaluate and verify the operational readiness of new transportation systems.
- Evaluate the safety implications of proposed modifications prior to implementation.
- Investigate accidents, fires, injuries, and incidents.
- Identify, analyze, and resolve hazards in a timely manner.

## VI. STATE SAFETY OVERSIGHT AUTHORITY

In 1997, the Texas Legislature, with enactment of Senate Bill (S.B.) 735 designating the Texas Department of Transportation (TxDOT) as the SSOA. TxDOT derives its authority through Texas Transportation Code, Chapter 455, General Powers and Duties of Department of Transportation Regarding Mass Transportation.

During the 85th Regular Legislative Session, S.B. 1523 was enacted on June 1, 2017. This statute provides TxDOT the authority to establish and enforce minimum standards for the safety of all Rail Transit Agencies (RTA) within its oversight. These standards are consistent with the National Public Transportation Safety Plan, Public Transportation Safety Certification Training Program, rules for Public Transportation Agency Safety Plans, and all other applicable federal and state laws.

Chapter 7, Subchapter E. - Rail Fixed Guideway System State Safety Oversight Program, of the Texas Administrative Code (TAC) describes how TxDOT will carry out its SSO Program responsibilities consistent with both State and Federal requirements. DART's LRT system is subject to these standards and requirements.

On March 16, 2016, FTA published 49 CFR Part 674 to carry out the mandate of 49 U.S.C. 5329(e) for States to perform oversight of rail fixed guideway public transportation systems within their jurisdictions. TxDOT's SSO Program, as documented in its SSO Program Standard, has been established to meet these updated requirements.

DART will follow the requirements found within the current TxDOT SSO Program Standard for the following requirements: -

- a. Allegations of Non-Compliance
- b. SSOA Annual Report to FTA
- c. Triennial Audits of DART/City of Dallas Streetcar
- d. Escalation of Enforcement Action
- e. Emergency order to Address Imminent Public Safety Concerns




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- f. Risk Based Inspections (RBI)
- g. Roadway Worker Protection (RWP)
- h. Special Directives and Special Advisories

**a. Allegations of Non-Compliance**

When a DART employee believes there has been noncompliance with DART's PTASP, they must initially submit the allegation of noncompliance to the AVP of Agency Safety & Compliance for investigation and mitigation of the allegation. If the allegation is not resolved, the employee may submit the allegation of noncompliance to TxDOT.

**Notification Requirements**

- Initial notification, allegation of noncompliance – contact AVP of Agency Safety & Compliance.
- If unresolved within 30 calendar days, then allegation of noncompliance may be reported through TxDOT's TRACKS compliant system, email, or telephone.
  - Electronic submission: Via TxDOT's TRACKS complaint system at <https://www.txdot.gov/about/contact-us/complaints.html>
  - Email: [sso\\_reporting@txdot.gov](mailto:sso_reporting@txdot.gov).
  - Phone: Call (512) 486-5977.
- Allegations may be submitted anonymously to both AVP of Agency Safety & Compliance and TxDOT; however, DART employees are encouraged to provide their contact information in case additional information is warranted to investigate the allegation.
- The notification must include sufficient detail for AVP of Agency Safety & Compliance or TxDOT to determine if the allegation falls under TxDOT's jurisdiction as well as identify the relevant facts related to the allegation.

**Responsibility**

AVP of Agency Safety and Compliance will conduct a full investigation and report the findings and resolutions to the employee who is submitting the compliant within 30 calendar days. If there is no resolution the AVP of Agency Safety and Compliance will report the status to TxDOT who may choose to proceed with an investigation.

The TxDOT SSO Program Manager is responsible for acknowledging the receipt of the allegation, managing the investigation process, and submitting the findings and report to TxDOT's Public Transportation Division leadership within 30 calendar days. In cases where the allegation is referred to DART, the Chief Safety Officer (CSO) or designee of DART is responsible for conducting the investigation and ensuring the appropriate safety risk management processes are followed.

Coordination between the TxDOT SSO Program Manager and DART's CSO or designee is crucial for ensuring a thorough, unbiased investigation.



## Timelines and Deadlines

- Agency Safety & compliance 30 days, investigation and mitigation
- TxDOT must acknowledge receipt of initial allegation report promptly
- TxDOT will ensure the completion of a thorough, impartial investigation and complete investigation report within 30 calendar days
- Extensions may be granted by the Public Transportation Division leadership if valid reasons for delay arise.
- If TxDOT determines the allegation does not constitute noncompliance with DART's PTASP, but rather an issue DART can address through its safety risk management process, TxDOT will notify the complainant accordingly.

### b. SSOA Annual Report to FTA

To assist TxDOT in fulfilling its obligations to submit the annual report to the FTA by the March 15<sup>th</sup> deadline, DART will ensure that all required data, information and documentation, including any additional materials requested by TxDOT are provided. DART will also promptly respond to any requested documents from TxDOT and ensure that all submitted documents are up to date and complete.

TxDOT will review the required items and notify DART Safety Staff of any missing or outdated documents or data that need to be corrected. To ensure timely submission of the annual report, DART will make all requested corrections and submit any missing documentation to TxDOT by February 1<sup>st</sup>. Throughout this process, TxDOT's SSO Program Managers will coordinate with DART staff to ensure that all data and documents are provided and corrected as needed, ensuring that TxDOT can meet the FTA's March 15<sup>th</sup> deadline for the annual report submission.

### c. Triennial Audits of DART

At least once every three years, TxDOT shall conduct a Triennial Audit of DART's implementation of its PTASP. The triennial is considered conducted as of the date TxDOT holds an audit exit debrief with DART. It will be at TxDOT's discretion whether the Triennial Audit will be conducted as a single on-site assessment or in an on-going manner over the three-year cycle.

TxDOT will notify DART's Accountable Executive and Chief Safety Officer of the Triennial Audit at least 60 days before it's scheduled.

### Key Staff Accountability/Responsibilities:

**TxDOT:** Prepares the audit plan, coordinates with DART safety staff to develop the schedule and coordinate document reviews and interviews, conducts the audit, and issues a draft report within 60 days. TxDOT will finalize the audit report within 15 days of receiving DART's comments and reviews DART's Corrective Action Plans (CAPs) within 30 days. TxDOT also monitors CAP implementation and notifies DART when the audit is closed.



**DART:** Provides requested documents, participates in interviews, and submits comments on the draft report within 30 days. DART will also develop CAPs to address findings within 30 days of receiving the final report.

## Timelines and Deadlines

- TxDOT will notify DART at least 60 days in advance and finalize the interview schedule in coordination with DART safety staff no less than 30 days before the audit.
- TxDOT will issue a draft audit report within 60 calendar days of the completion of the on-site audit and submit to DART for review and comment.
- DART will submit comments within 30 calendar days of receipt of draft triennial audit report.
- TxDOT will issue final triennial audit report within 15 calendar days of DART comments.
- DART develop CAPs to address findings within 30 calendar days of receiving the final audit report.
- TxDOT will review DART's proposed CAPs within 30 calendar days of receipt.
- TxDOT monitors CAPs and closes the audit once findings are addressed.

### d. Escalation of Enforcement Action

In cases of violation of federal or state regulations, TxDOT may initiate an administrative action by issuing a written notification of the violation to DART. This notification will specify the violations, the actions TxDOT intends to take, and the compliance measures DART must follow to address the violation. The notification will also provide information about DART's right to request an administrative review if it disagrees with TxDOT's determination. DART is required to submit documentation to demonstrate compliance or to formally appeal TxDOT's decision.

TxDOT will review the appeal and issue a final determination within 60 calendar days of receiving the appeal. If DART fails to take the required actions, TxDOT may escalate enforcement, which could involve rescinding the approval of DART's safety plan, issuing an emergency order to address public safety concerns, or seeking a temporary injunction to enforce emergency measures. Detailed information regarding administrative actions and the review process is available in the Texas Administrative Code, Chapter 7, Subchapter E.



## VII. RISK-BASED INSPECTIONS

As stated in TxDOT's SSO Program Standard, dated August 2024 Section 1.12 Risk-based Inspections:

Section 1.12 Risk-based Inspection, further states:

“On November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA), which continues the public transportation safety program. The IIJA amended 49 U.S.C Section 5329 to require SSOAs to conduct risk-based inspections (RBIs) of the RTAs they oversee. The IIJA also added a provision directing the FTA to issue a Special Directive to each SSOA on the development and implementation of RBI programs. On October 21, 2022, under the authority of 49 U.S.C. Section 5329 (k) and 49 CFR Part 670, the FTA issued Special Directive 22-47 to TxDOT requiring the Department, as the SSOA, to develop and implement an RBI program using qualitative and quantitative data analysis to prioritize inspections to address safety concerns and hazards associated with RTA safety risk. Special Directive 22-47 requires TxDOT to have an FTA approved RBI program by October 2024. The FTA, through the RBI Toolkit, requires SSOAs to submit their RBI programs for FTA review and approval by May 2024. TxDOT successfully submitted its RBI Program to the FTA in May 2024. FTA approved TxDOT's RBI Program (see Appendix G) on August 7, 2024, and TxDOT has one year to demonstrate at least six months of implementation. TxDOT developed its RBI Program to address the Department's authority and capability to enter and conduct inspections of each RTA, including those that occur with and without advance notice. Additionally, TxDOT's program includes information regarding inspection access to and data collection from each RTA to support its risk- based inspection monitoring and prioritization activities, including data the RTA collects when identifying and evaluating safety risk. ”

TxDOT's Risk-Based Inspection Program document is included in **Appendix H**.

## VIII. PTASP DEVELOPMENT, ANNUAL REVIEW, UPDATES AND APPROVAL

### FTA Requirements

Published in July 2018, 49 CFR, Part 673, establishes requirements for PTASPs in order to carry out the explicit statutory mandates of the Moving Ahead for Progress in the 21st Century Act (Pub. L. 112-141; July 6, 2012) (MAP-21), which was reauthorized by the Fixing America's Surface Transportation Act (Pub. L. 114-94; December 4, 2015) (FAST Act), and codified as 49 U.S.C. 5329(d) to strengthen the safety of public transportation systems receiving Federal financial assistance under 49 U.S.C. Chapter 53. The rule requires Rail Fixed Guideway Public Transportation Systems to adopt SMS principles and methods; to develop, certify, implement, and update PTASPs; and to coordinate PTASP elements with other FTA programs and rules, as specified in 49 U.S.C. 5303, 5304, and 5329. 49 CFR Part 673 became effective on July 19, 2019, and DART was required to have its PTASP approved by TxDOT's SSO Program by July 20, 2020.



## SSO Program Standard Requirements

As stated in TxDOT's SSO Program Standard, dated August 2024 Section 4.2, PTASP General Requirements, further states:

“The PTASP must comply with 49 CFR 673.11 General Requirements, which include the following elements:

- (1) The PTASP, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Board of Directors, or an Equivalent Authority.
  - (a) For a large-urbanized area provider, the Safety Committee established pursuant to § 673.19, followed by the transit agency's Board of Directors or an equivalent entity; or
  - (b) For all other transit agencies, the transit agency's Board of Directors or an equivalent entity.
- (2) The PTASP must document the processes and activities related to Safety Management System (SMS) implementation, as required under Subpart C of 49 CFR 673.
- (3) The PTASP must include annual safety performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. Safety Performance targets for the safety risk reduction program are only required for large-urbanized area providers. **NOTE:** The RTA must coordinate with their MPO and State to communicate their safety performance measures.
- (4) The PTASP must address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Compliance with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C) is not required until standards have been established through the public notice and comment process.
- (5) Each transit agency must establish a process and timeline for conducting an annual review and update of the PTASP.
- (6) A rail transit agency must include or incorporate by reference in its PTASP Plan:
  - a) An emergency preparedness and response plan or procedures that addresses, at a minimum, the assignment of employee responsibilities during an emergency, and coordination with Federal, State, regional, and local officials with roles and responsibilities for emergency preparedness and response in the transit agency's service area.
  - b) Any policies and procedures regarding rail transit workers on the roadway the rail transit agency has issued; and
  - c) The transit agency's policies and procedures developed in consultation with the SSOA to provide access and required data for the SSOA's RBI program.
- (7) The PTASP of each large-urbanized area provider must include a safety risk reduction program for transit operations to improve safety performance by reducing the number and rates of safety



events, injuries, and assaults on transit workers. The safety risk reduction program must, at a minimum:

- a) Address the reduction and mitigation of vehicular and pedestrian safety events involving transit vehicles that includes safety risk mitigations consistent with § 673.25(d)(3);
- b) Address the reduction and mitigation of assaults on transit workers that includes safety risk mitigations consistent with § 673.25(d)(4);
- c) Include the safety performance targets set by the Safety Committee pursuant to § 673.19(d)(2) for the safety risk reduction program performance measures established in the NPTSP. These targets must be set—
  - i. Based on a three-year rolling average of the data submitted by the large, urbanized area provider to the National Transit Database (NTD);
  - ii. For all modes of public transportation; and
  - iii. Based on the level of detail the large, urbanized area provider is required to report to the NTD. The Safety Committee is not required to set a target for a performance measure until the large, urbanized area provider has been required to report three years of data to the NTD corresponding to such performance measure.
- d) Include or incorporate by reference the safety risk mitigations identified and recommended by the Safety Committee as described in § 673.25(d)(5).
- e) A transit agency may develop one PTASP for all modes of service or may develop a PTASP for each mode of service not subject to safety regulation by another Federal entity.
- f) A transit agency must maintain its PTASP in accordance with the recordkeeping requirements in subpart E of this part.”

## Annual review and update of the PTASP

The PTASP is reviewed on an annual basis or as required. Per TxDOT Program Standard section 4.4., DART can modify and implement processes described within the PTASP prior to the annual PTASP update with prior email approval by TxDOT.

The annual rail safety review triggers the document review and update process. Per 49 CFR Part 673.11(a)(4), DART is required to annually assess its PTASP to determine if modifications or updates are necessary. The PTASP review process will include all safety related items, including items within the PTASP and items associated by reference to be reviewed and updated during their designated review cycle. DART conducts this annual review to ensure the PTASP is current and in compliance with Federal rules and those of the TxDOT SSO Program Standard. DART is required to submit referenced material and supporting procedures to document how each required element is addressed. The PTASP and supporting procedures are submitted electronically to TxDOT.



No later than September 1<sup>st</sup> each year, DART shall conduct a review of its PTASP and notify TxDOT via email if the PTASP is current or requires an update. If DART determines the PTASP must be updated, the notification shall summarize the areas requiring an update and the anticipated date the revised PTASP will be submitted to TxDOT.

As per TxDOT Program Standard DART submits the revised draft PTASP for TxDOT review before seeking approval from the Accountable Executive and DART Board. Draft revised PTASPs must be submitted to TxDOT by November 15<sup>th</sup>. The revised PTASP must be approved by DART and submitted to TxDOT no later than January 31<sup>st</sup>.

## Annual PTASP Update Procedures

The following departments and personnel are responsible for initiating, developing, approving, and issuing changes to the PTASP:

- Sr. Vice President, Chief Safety Officer (CSO) (approval and signature)
- AVP of Agency Safety & Compliance
- Director of Agency Safety & Compliance
- DART Executive Leadership
- Rail Safety Committee Joint Labor-Management –(RSCJLM) (approval)
- Accountable Executive (approval and signature)
- DART Board of Directors (approval)
- Board Chair (approval and signature)

After submission of an updated DART PTASP, a TxDOT request or any number of other variables could warrant an assessment and update of the PTASP more frequently than the annual minimum. New regulations, significant organizational structure changes, and/or internal or external audit review activities could prompt additional assessments. DART's Agency Safety & Compliance works closely with TxDOT SSO for guidance and technical assistance during the PTASP approval process.

If the PTASP submission is not sufficient for approval, TxDOT notifies DART and requests additional documentation or clarification. Upon receipt of requested information, the process restarts. If the PTASP fails to comply with the TxDOT SSO Program Standard, DART's President & Chief Executive Officer is formally notified via letter. A completed checklist identifying the required changes and any required documentation accompanies the TxDOT letter.

If the Accountable Executive determines that the PTASP is not current, the letter must detail DART's action plan to achieve compliance. Once the PTASP is approved, DART is required to submit a formal letter of certification signed by DART's President & Chief Executive Officer to notify TxDOT that the PTASP is current and in compliance with TxDOT SSO Program Standard.



## TxDOT SSO Reporting Requirements

TxDOT will review and evaluate each PTASP for compliance with 49 CFR Part 673, the TxDOT Program Standard, and the National Public Transportation Safety Plan. At the time the PTASP is submitted for initial approval and for subsequent updates, if requested DART will submit referenced materials and supporting procedures to document each required element. Examples of referenced materials and supporting procedures include but are not limited to: standard operating procedures; training plans; rule books and bulletins; hazard management plans; maintenance rules and procedures; emergency response plans and agreements; and compliance programs. On-site meetings and teleconferences may be conducted to address issues identified during the review of the PTASP. The PTASP and supporting procedures shall be submitted by email or via a method specified by TxDOT.

## PTASP Annual Certification

On an annual basis, the Sr. Vice President & CSO completes a comprehensive review of the PTASP, addresses needed updates and ensures that the PTASP is compliant with 49 CFR Part 673 and the TxDOT SSO Program Standard. Upon final certification, the Sr. Vice President & CSO reviews the final PTASP with the President & Chief Executive Officer, ensuring that all signatures (including Board of Directors approval) are included on the approval page of the PTASP.

Following annual review and approval of the PTASP by the DART President & Chief Executive Officer, Sr. Vice President & Chief Safety Officer, Rail Safety Committee Joint Labor-Management, DART's Board of Directors, and TxDOT SSOA, DART senior leadership will continue PTASP implementation.

If the President & Chief Executive Officer cannot attest to compliance, the annual certification letter must include a plan describing the process that will be used to update the PTASP and provide a timeframe for completion.



## PTASP Timeline:

Timeline	Description
May 1 – July 31	Agency Safety & Compliance will ensure that comment form and previous year's PTASP are available for Executive Leadership, ERRTC and RSCJLM to review and provide feedback on any changes necessary to address procedural changes, organizational structure change or regulatory requirements.
August 1 – 31	Agency Safety & Compliance will determine if the PTASP is current or requires update based on internal review comments and any Regulatory changes
No later than September 1	Agency Safety & Compliance will notify TxDOT SSOA via email if PTASP is current or requires update.
October 1 - November 14	If an update to the PTASP is necessary, Agency Safety & Compliance will include all the comments received and address any regulatory changes to be included in the draft of the PTASP document.
November 15	The PTASP draft will be submitted for TxDOT review, comment and conditional approval.
December 1 – 31	Continued review cycles with TxDOT to obtain conditional approval of the PTASP.
January 1 – January 30	PTASP will be circulated for Joint Labor & Management Safety Committee approval and final signature of DART Sr. VP & CSO, DART President & Chief Executive Officer (CEO) and Board Chair, DART Board of Directors.
By January 31	Finalized PTASP will be submitted to TxDOT.



## IX. EMERGENCY PREPAREDNESS AND RESPONSE PLAN

The DART Emergency Preparedness Section is directed by the DART Chief of Police and Emergency Management with the reporting responsibility to the Sr. VP & Chief Safety Officer. It is responsible for all agency level emergency response and contingency plans. The Emergency Preparedness Manager works with Emergency Management Coordinators in member cities and counties to ensure there is a unified emergency response among DART's member cities. Coordination takes place through meetings, email, phone conferences or other means as determined by the Emergency Management Coordinators.

The section also participates in emergency response groups in the region and member cities. Regularly scheduled meetings include:

- Emergency Manager Working Group
- Regional Training and Exercise Working Group
- Regional Emergency Managers
- Various World Cup Working Groups

Other regional groups may also be hosted by NCTCOG or ad hoc over any topic affecting the region such as updating sheltering plans, infectious disease management or outdoor warning system guidance. The World Cup meetings are to create specific safety and emergency response plans for the FIFA 2026 World Cup.

These meetings keep emergency managers and DART responders apprised of current issues and address Federal and State requirements to ensure inter-agency contact information is current and that appropriate measures known and can be taken during serious, unexpected, and or dangerous situations requiring immediate action for incidents involving DART assets.

DART Emergency Preparedness uses FEMA and APTA guidelines, lessons learned and industry best practices, to refine and improve our emergency preparedness plans and procedures. Changes in DART's Emergency Preparedness policies and procedures can be made in response to the findings presented in the exercise or actual incident debriefings. For any public health emergency,

DART works closely with city and county public health departments. DART will follow Centers for Disease Control and Prevention (CDC) and State health authority guidelines to minimize exposure of the public and personnel to infectious diseases. (See Administrative Policy No. 5.03).

The DART Emergency Preparedness section will facilitate the agency integrated Preparedness Plan (IPP). This plan will be the base document for all preparedness plans, such as the Emergency Operations Plan (EOP), and training. The EOP integrates agency emergency preparedness and response with that of the broader local and regional emergency response community. The EOP focuses on courses of action to prepare for and respond to an emergency with the intent to accomplish the following: limit risk, protect and save lives of DART customers and employees;



preserve the continuity of DART's mission-essential functions; and minimize service disruption and economic loss. The EOP Outlines the activities and responsibilities for the departments and sections of the DART transit system, and consists of the following components:

- ⇒ The Base Plan provides the legal basis, purpose, situation, assumptions, concept of operations (CONOPS), organization, assignment of responsibilities, administration, logistics, planning, and operational activities that govern DART incident management and emergency response operations.
- ⇒ The Departmental Responsibilities focus on missions, such as Communications and Damage Assessment, and describe the actions, roles and responsibilities that participating departments have for completing tasks or functions. They discuss how the department manages an incident before, during, and after the emergency. However, these address only general strategies used for any emergency.

For purposes of the DART EOP and the Dallas Streetcar is integrated into tall DART emergency response actions and considered part of the DART system or service reference in the document unless noted otherwise. The EOP is reviewed annually and revised as necessary to ensure it incorporates lessons learned and is in-line with current Federal and industry guidelines and requirements and reflects DART's current organization. Coordination between local, State, and Federal authorities, as well as supporting non-profit organizations and the private sector, may be necessary to effectively manage the response to and recovery of the North Central Texas Region and DART. DART must coordinate with multiple EOCs, offices, and authorities at the local, state, and federal levels due to providing transit services to thirteen-member cities and six counties. The EOP may be reviewed by Federal and State stakeholders upon request and on-site at DART's headquarters.

Weather specific information, such as tornado shelter locations and winter weather preparation, is updated annually and posted on InfoStation. Active threat training is available through the Police Department or on-line through the Federal Emergency Management Agency (FEMA) independent study training. Other information on topics of interest is provided by InfoStation or through the digital dashboard.



## Emergency Exercises

DART plans regional exercises developed to provide responders with familiarity with DART vehicles and properties to ensure responders are knowledgeable of DART response activities that will occur in the field as well as our emergency response structure. DART also participates in local and regional exercises to ensure agencies and local responders take the unique capabilities and knowledge of our personnel and how that can be used to assist with emergency events or disasters. The DART Emergency Preparedness Section coordinates with DART departments and first responders for effective joint training exercises. Objectives of the training exercises are to:

- Practice group problem solving.
- Familiarize DART senior officials with DART's emergency plans, procedures, and policies.
- Evaluate the effectiveness of standard operating procedures.
- Familiarize local jurisdictions with DART's emergency plans, procedures, and policies.
- Examine personnel contingencies.
- Test consistency of group message interpretations.
- Participate in information sharing.
- Assess interagency communication and coordination.

DART participates in state and regional exercises and conducts after action reviews to ensure lessons learned are incorporated into the emergency preparedness programs of all participants. Participants include counties, cities, towns, police departments, fire departments, hospitals, airports, emergency management, and specialized response teams such as SWAT, HAZMAT, and USAR. The number and type of participants vary in accordance with the exercise. This is a regional effort.

Agency Safety & Compliance collaborates with the Emergency Preparedness group as participants on exercises and coordinates agency policy that affect the entire organization. Agency Safety & Compliance Program Managers attend exercises, simulations and tabletop exercises to ensure that measures are in place to safeguard property, participants, stakeholders and the public at large.

After Action Reviews are conducted by the Emergency Preparedness group for exercises and major real-world incidents. Observations and findings are compiled into Improvement Plan matrix by the Manager of Emergency Preparedness and the DART Chief Safety Officer, who assigns responsibility and timelines. With this collaborative effort, the observations and findings are tracked to completion and documented following TxDOT's Program Standard.



## Emergency Response

Emergency response actions are detailed in the Emergency Operations Plan. DART's Emergency Operations Center is activated when the President & Chief Executive Officer or their designee determines that service interruptions beyond the norm or the potential of public or employee harm is imminent. In the EOC structure the executive management team, the Chief Safety Officer, and department heads form an advisory group to assess mitigations and strategize how best to communicate, partner, resolve and reduce the risk of each event to an acceptable level. The Manager of Emergency Preparedness is the designated EOC Director. With direction from the President & Chief Executive Officer, the EOC Director will coordinate response efforts across the agency and with partner agencies to utilize their individual resources and expertise to reduce or eliminate the event causations. The Chief Safety Officer is responsible for ensuring all response plans are executed in accordance with all Safety regulations.

Upon a return to normalcy, usually within 10 business days, an after-action review is scheduled by the Manager of Emergency Preparedness to analyze the event, determine if lessons learned occurred and to determine if future events of a similar nature, can best be processed differently to stream-line the effectiveness of the agency response.

## Emergency Response Training

System familiarization training is scheduled bi-annually for local fire departments by Agency Safety & Compliance or designee as familiarization primarily focusing on approaching a vehicle safely and knowing possible safety hazards during a response. Records for training are maintained by the local responders' organization. Summary after action reviews of agency exercises and Improvement Plans due to real-world emergencies are written and maintained by the Emergency Preparedness Section. Any training videos created during exercises are provided to all appropriate responders as a training tool.

DART recognizes the importance of providing emergency information to our customers. DART's Communication Department provides on-board security brochures to educate passengers on what to consider suspicious and how to report an incident. Incidents can be reported through the DART Say Something app or through GoPass.

Employees are notified via email, intranet postings, bulletins, or notifications from the Executive Leadership of new emergency conditions or special events that may require modification to or activation of DART's emergency response program.



## X. SAFETY PERFORMANCE TARGETS

Pursuant to 49 U.S.C. § 5329(d), DART's PTASP includes safety performance targets based on the safety performance measures in the National Safety Plan. These measures help to inform DART staff of the actions required to be taken to improve DART's safety outcomes and SMS. DART's performance targets are specific, measurable, attainable, relevant, and time-bound (SMART). Safety Performance Targets are produced by the data compliance Division of Agency Safety & Compliance. Historical data is for each category of the seven FTA guidance measures provided by part 673.15(b) for RTAs continuous improvement processes. Each measure is vetted by the DART Sr. VP & Chief Safety Officer who communicates with TxDOT SSOA Program Manager and the local Metropolitan Planning Organization (MPO) for guidance and concurrence in establishing relevant targets.

Agency Safety & Compliance captures all reported safety events that occur during transit operations and the performance of regular supervisory or maintenance activities. A reduction in safety events will support efforts to reduce fatalities and injuries, as well as damage to transit assets. Measuring the number of safety events by mode over vehicle revenue miles provides a safety event rate from which future performance can be compared.

As part of the annual review of the DART PTASP, the Sr. Manager of Safety and Data Compliance and the CSO assist in the development of safety performance targets for the safety committee based on a three-year rolling average of the data submitted by DART to NTD. The safety committee will then review and approve and thereby set safety performance targets for the risk reduction program.

### Fatalities, Injuries, Safety Events, and System Reliability

DART's safety performance targets for Calendar Year 2026 are included below. Each target category is included as a rate per 100,000 total revenue miles and a total number of incidents, not to exceed annually. If the Agency found to have not met the Safety performance targets, the Agency Safety & Compliance staff will bring the deficiency to the Safety Committee to evaluate each data point to come up with mitigation strategy. After the evaluation from Safety Committee, the Agency Chief Safety Officer will develop a plan to be approved by the Accountable Executive to address the deficiency.



## CY 26 DART LRV Performance Targets

	Not to Exceed Annually	Per 100K Performance Target
Major Event	126	1.25
Collision (All)	31	0.31
Pedestrian Collision	15	0.15
Vehicular Collision	16	0.16
Fatalities (All)	7	0.07
Transit Worker Fatality	0	0
Injuries (All)	104	1.04
Transit Worker Injury	2	0.02
Assaults on Transit Workers	5	0.05
System Reliability (Major Mechanical System failures)	220	2.19

## Coordination with SSO

The Sr. Manager of Safety Data & Compliance creates annual safety performance targets using three-year rolling average of the safety event data submitted by DART to NTD and utilizes input from the Chief Safety Officer who determines the aggressiveness of each forecasting indicator. Annually this matrix is presented to the agency stakeholders and the TxDOT SSOA Program Manager for guidance. The process of setting targets and measuring progress reflects the increased expectations for improving transit safety.

Each year, the Sr. VP & Chief Safety Officer will provide a matrix of FTA mandated Safety Performance Targets proposals for review to the TxDOT SSOA Program Manager. Once communicated, these targets will also be forwarded to the regional Metropolitan Planning Organization (MPO) via e-mail.

## Coordination with Metropolitan Planning Organization (MPO)

The North Texas Council of Governments (NTCOG) is the local Metropolitan Planning Organization (MPO) that is the policy board of an organization created and designated to carry out the metropolitan transportation planning process. This organization continues to set priorities for implementing projects listed in the transportation improvement program and is responsible for additional planning products.

The safety performance targets that are shared with the MPO provide data that is critical to ensuring consistency with state / regional planning processes.



## XI. RISK REDUCTION PROGRAM

The Safety Risk Reduction Program is to comply with FTA Regulation 49CFR Part 673.11 (a)(3) Public Transportation Agency Safety Plans. The safety risk reduction program aims to assist the agency in achieving our performance targets and to improve safety by reducing the frequency of collision events, injuries, and assaults on transit workers. As part of the DART's safety risk reduction program, the Safety Committee recommends a safety risk mitigation based on safety risk assessment. When the Safety Committee recommends a safety risk mitigation unrelated to the safety risk reduction program, and the Accountable Executive decides not to implement the safety risk mitigation, the Accountable Executive submits a written explanation of the decision to the Safety Committee and the Board of Directors.

This safety risk reduction program focuses on:

- The reduction of vehicular and pedestrian events involving transit vehicles
- Measures to reduce visibility impairments for transit vehicle operators that contribute to accidents.
- Mitigation of assaults on transit workers, including mitigation infrastructure and technology on transit vehicles and in transit facilities.

### **Reduction of Vehicular and Pedestrian Events**

As part of DART's Safety Promotion of the PTASP a Safety Program Manager is assigned and provides oversight for each division of the agency (i.e. Operations, Maintenance etc.). Safety Program Managers perform a variety of functions to aid in the reduction of events involving transit vehicles, employees, passengers, and the public. These functions include but are not limited to:

- In person office accessibility where all employees have a direct line of communication with Agency Safety and Compliance.
- A review and assessment of hazards reported formally through the Hazard ID workflow or if communicated through informal discussions.
- Investigation of a variety of events including but not limited to transit vehicle collisions, employee injuries, unsafe work conditions etc.
- Generating periodic Safety Minute Clinics centered on educating employees on recent event trends and prevention methods.
- A monthly review of KPIs and coordinating with Division level personnel to develop strategies such as safety campaigns and efficiency audits to address unfavorable trends or deficiencies.
- Hosting quarterly safety meetings to educate employees on safety performance and methods to prevent collision events. Providing a platform for open dialogue on safety concerns.



## **Safety Committee**

As part of DART's Safety Promotion of the PTASP the Joint Labor and Management Safety Committees meet monthly to review the previous month and year-to-date KPIs to discuss trends and mitigation efforts. Additionally, committee members provide vital updates that may impact employee work conditions and are openly discussed during the monthly meeting and if necessary, a vote can be requested to proceed with any changes. Reference **Appendix R** for the Joint Labor & Management Safety Committee Charter procedures regarding the composition, responsibilities, and operations of the safety committee.

## **Measures To Reduce Visibility Impairments**

DART is currently in the procurement process of new buses which have been specified to include sunshades on both street side and front windshield to reduce visibility impairment.

DART will be piloting new technology on bus and light rail vehicles that includes sideview camera mirrors to minimize transit vehicle blind spots that contribute to collision events with other vehicles and pedestrians.

## **Mitigation of Assaults on Transit Workers**

In April of 2024, DART launched, Navigating Conflict - De-escalation Training. This agency wide initiative is centered on raising awareness of assaults on Frontline Transit Workers and teaching them techniques to identify and defuse situations they may encounter with transit passengers or the public.

- The Safety Training Division offers classes on a weekly basis and maintains a database of attendees to ensure all public facing employees have received this required training.
- This training is NOT limited to front-line employees and has been highly recommended to all DART employees considering the variety of departmental projects and events where employees may interact with passengers or the public in any capacity.
- This training has been designated as required bi-annual training.
- DART currently provides all employees up to 8 free counseling session via the Employee Assistance Program provided through New Directions. The information on how to access this service is posted on DART's Intranet and provided in the employee benefits brochure.



## Transit Vehicle

DART currently has three modes of transit, Bus, Light Rail Vehicle (LRV) and Streetcar. Below is a breakdown of protection measure for each mode of transit.

1. Bus: There are a total of 570 buses that are each equipped with a secured barrier creating separation between the operator and passengers. Barrier shields have been retrofitted due to the various series of buses. Operators are prohibited from enforcing fare collection and trained to capture no fare collecting using the Mobile Data Terminal (MDT) Unit equipped on the bus. Additionally, Operators are trained to notify Bus Dispatch to report repeat fare evaders which is reported to the DART Police Department.
2. LRV: There are a total of 163 light rail vehicles. The current design of the rail operator cab provides full separation between passengers and the public. Rail Operators do not collect or enforce fare. DART currently employs Fare Enforcement Officers.
3. Streetcar: There is a total of 4 Streetcars. The current design of the Streetcar provides full separation between passengers and the public. Rail Operators do not collect or enforce fare. DART currently employs Fare Enforcement Officers.

***Note: To ensure barrier doors are functional operators are required to conduct pre- trip inspections and report any defects prior to pull-out so the deficiency can be repaired, or another transit vehicle is issued.***

4. All revenue transit vehicles are equipped with Close Circuit Television (CCTV) video that is retrievable after an event occurs.
5. DART is currently in the procurement process of new buses and light rail vehicles that have been specified to include operating compartments that include a barrier between the operator and the passengers.

## **CY 2025 DART LRV Safety Performance Measures for Safety Risk Reduction Program**

<b>Safety Risk Reduction Program Measure</b>	<b>Not to Exceed Annually</b>	<b>Per 100K Performance Target</b>
Major Events	126	1.25
Collisions	31	0.31
Injuries	104	1.04
Assaults on Transit Workers	2	0.05



If DART doesn't meet the above safety performance measures for safety risk reduction program, safety risk will be assessed and mitigated following the process stated in Section 2.0. Safety Risk Management of this document. To address the requirements stated in 49 CFR 673.27(d)(3), DART will allocate its safety set-aside in the following fiscal year to safety-related projects eligible under 49 U.S.C. 5307 that are reasonably likely to assist DART in meeting the safety performance target in the future.

## **XII. DEVELOPMENT AND IMPLEMENTATION OF SMS**

The President & Chief Executive Officer has delegated responsibility for implementing and maintaining the PTASP to DART's Sr. Vice President & CSO. The Sr. Vice President & CSO oversees the Safety Department, which monitors PTASP development, implementation, and continuous improvement of the SMS. Safety is promoted through adherence to our Safety Management System (SMS) with its components of Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion. Management across the agency is expected to adhere to the DART's SMS Framework and understand the components of our SMS, which is appropriately scaled to the size, scope, and complexity of the DART.

### **Safety Task Responsibility Matrix**

The Safety Task Responsibility Matrix, which identifies the specific DART Departments and tasks to be completed to implement DART's SMS is provided in **Appendix G**.



## 1. SAFETY MANAGEMENT POLICY

DART has established a Safety Management Policy Statement for its Light Rail Transit (LRT) system.

### 1.1. DART, President & Chief Executive Officer's Safety Management Policy Statement

DART was organized with the mission to create best-in-class mobility experiences that help people and communities connect and flourish. Accordingly, safety is a primary concern that affects all levels of DART activities including operations, maintenance, and administrative functions of the organization. All employees and contractors of DART are expected to conduct their duties safely, aimed at preventing, controlling and minimizing undesired events, such as customer or employee injury, equipment or property damage, or degradation to system safety in any DART function. Employees and customers are DART's most important assets, and their safety is DART's greatest responsibility.

This full policy statement, reviewed and signed by the DART President & Chief Executive Officer and DART Executive Leadership Team is included in **Appendix A**.

### 1.2. DART's Safety Principles

In line with DART's Safety Management Policy, DART has established the following Safety principles as a basis for implementing its Safety Management System (SMS):

- Injuries and occupational illness can be prevented.
- Preventing injuries and incidents is good business.
- Operating exposures can be safeguarded.
- Management will train all employees to work safely.
- Appropriate safety equipment will be available to all employees.
- Safety is the responsibility of every employee.



## 1.3. Employee Safety Reporting Program

DART utilizes a reporting program for employees via email, phone contact or direct contact for issues that may affect their safety. Employees can direct their safety concerns, including assaults on transit workers, near-misses, and unsafe acts, to their supervisor or safety staff. Employees may remain anonymous by reporting safety concerns via the Anonymous reporting program.

DART also utilizes the Hazard ID Workflow system to allow employees to submit a safety concern. This system wide approach to hazard awareness can be utilized at DART facilities and is managed by the Safety Program Managers. When a hazard has been submitted for review and resolution, the following procedure is used to reduce or eliminate it. The employee inputs the Hazard into the Hazard ID Workflow System, which forwards it to the employee's manager. If the manager is unable to resolve the issue within 30 days, the Hazard ID is forwarded to Safety or to the appropriate safety committee. The safety committee responds to the Hazard ID and, if required, recommends a course of action.

If the Hazard is not resolved within 90 days, the Hazard ID will be forwarded to ERRTC for consideration and review. The ERRTC may review the hazard and initiate its own resolution. The ERRTC's decision is final.

### 1.3.1. Protections for Employees Who Report Safety Conditions

DART explicitly forbids any action(s) to be taken against any employee or contractor who discloses a safety concern through the safety reporting program, unless such disclosure indicates beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures. This policy can be found in the Administrative Employment Manual. Section 3.2.A and in the Hourly Employment Manual, Section 2.3.f.

It is the responsibility of each employee to report unsafe work conditions. Employees, who are uncomfortable reporting to their immediate supervisor/manager, may contact any member of DART's Executive Roundtable Review Team Committee or speak directly to the staff within the office of the Sr. Vice President, CSO. DART maintains a zero tolerance for retaliatory behavior towards any employee and for any reason: especially reporting safety concerns. The Sr. Vice President, CSO or his/her staff members will enter the safety concern into the Hazard ID Workflow system, interview the reporting employee and determine the best course of action to address the employee's concerns/reason(s) for electing to bypass his/her immediate supervisor; to include referring the employee to the Human Resources Department for follow-up.

### 1.3.2. Employee Behaviors Subject to Disciplinary Action(s)

Employees are subject to the provisions of DART Employment Manuals, Substance Abuse Policy and all DART regulations. Additional employee expectations are further detailed in the DART Light Rail Book of Operating Rules included in **Appendix D**. Some of the descriptions of employee behaviors that may result in disciplinary action are listed under Hourly Employment



Manual Chapter 8, Administrative Employment Manual Chapter 9 and Administration of Corrective and Disciplinary Action (TOG-1002).

## 1.4. Safety Management Policy Communication

DART's Executive Leadership Team (ELT) is responsible for communicating to their subordinate staff the agency culture that fosters safe operational policies and practices. To effectively promote a positive safety culture, DART's safety management policy is regularly communicated by several methods. The communication of the Safety Management Policy will be conveyed with a strategy beginning with DART's Executive Leadership Team and Agency Safety & Compliance.

The Safety policy is delivered to employees during the new hire orientation process, through agency wide safety campaigns as well as utilizing DART's intranet (InfoStation) to continually promote our safety policies and ensure that any modifications to safety policies are immediately available for employees to review.

Additionally, our safety management policy is promoted through quarterly safety meetings, informal minute clinics that are held with our front-line employees, electronic bulletin boards, and Agency wide e-mail with the ability to target a specific employee group.

## 1.5. Authorities, Accountabilities, and Responsibilities for Safety Management and SMS Implementation

DART's Organizational Chart is included in **Appendix B**.

### 1.5.1. Accountable Executive

The President & Chief Executive Officer is the Accountable Executive administering the goals and policies approved by the DART Board of Directors and providing leadership for the management of safety performance targets within the organization. As such, the President & Chief Executive Officer is ultimately accountable for DART's SMS and considers safety committee recommendations and implement safety risk mitigations for the safety risk reduction program. This includes the effective use of resources for the mitigation of safety risk through collaboration with stakeholders and making safety influenced decisions.

The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for DART's safety performance cannot be delegated and always rests with the Accountable Executive.

### 1.5.2. Chief Safety Officer (CSO)

The Sr. Vice President of Agency Safety & Compliance serves as DART's CSO and reports to DART's President & Chief Executive Officer. The location of this position within the



Agency's reporting structure emphasizes the critical importance of Safety to the organization. The CSO is authorized by the Accountable Executive to create, implement and administer an integrated and coordinated PTASP, to include the establishment of SMS for the purposes of identifying, preventing controlling and resolving unsafe conditions.

### 1.5.3. Agency Leadership and Executive Management (Key Staff)

Responsibilities of Agency Leadership and Executive Management are summarized in Table 3 below.

Table 3: General Safety Responsibilities

DEPARTMENT	DESCRIPTION
Agency Safety & Compliance	<ul style="list-style-type: none"> <li>Develops and administers programs for safety audits and compliance; accident prevention; industrial safety, investigation, and documentation; medical compliance; safety training; operations monitoring; and coordination of state safety oversight activities for light rail applicable operations.</li> <li>Day to day implementation of DART's SMS</li> <li>Is empowered to: <ul style="list-style-type: none"> <li>Enter DART properties on own authority at any time while performing duties.</li> <li>Perform audits, field exercises, and inspections, both announced and unannounced.</li> <li>Obtain data and evidential material upon request in the course of an investigation or other safety activity.</li> <li>Stop work where continuation would endanger life, health or cause significant damage to property.</li> <li>Stop work if any change or modification to the system or procedural change haven't gone through Management of Change.</li> <li>Assessing changes that may introduce new hazards that impact agencies safety performance through the management of change process.</li> </ul> </li> </ul>
Executive Leadership	<ul style="list-style-type: none"> <li>Approves organizational safety policies.</li> <li>Establishes safety goals and objectives.</li> <li>Assigns safety responsibility and authority.</li> <li>Designs systems to measure safety performance.</li> <li>Participates on the DART ERRTC</li> <li>Day to day implementation of DART's SMS</li> <li>Holds managers accountable for achieving safety goals and objectives.</li> <li>Approves budgets and ensures adequate resources are available</li> </ul>
Senior Management	<ul style="list-style-type: none"> <li>Establish appropriate budgets and allocate resources necessary to implement safety policies; monitor and enforce section compliance with safety standards and procedures.</li> <li>Participate in Safety Committees.</li> </ul>



DEPARTMENT	DESCRIPTION
Managers & Supervisors	<ul style="list-style-type: none"> <li>Conduct accident investigations.</li> <li>Participate in the hazard identification and resolution process.</li> <li>Participate in bus and rail joint safety committees.</li> <li>Day to day implementation of DART's SMS</li> </ul>
DART Employees	<ul style="list-style-type: none"> <li>Follow established safety rules, procedures, policies, and work practices.</li> <li>Report unsafe conditions and behaviors to immediate supervisor, Senior Management, or Safety Management.</li> <li>Contribute to the background information for the DART Hazard ID and to the workflow reporting system.</li> </ul>

Table 4: Responsibilities of Operations Personnel

DEPARTMENT	SERVICE	DESCRIPTION
Transportation	Bus and LRT Services	<ul style="list-style-type: none"> <li>Bus and LRT service to DART's service area</li> <li>Training for bus and rail operators and supervisory employees</li> <li>Evaluation of routes, schedules, bus stops, shelters and facilities to determine the effectiveness and condition of service and amenities</li> <li>Assistance to customers at each transit center or transfer station and monitoring of the centers' maintenance and security</li> </ul>
	System Monitoring	<ul style="list-style-type: none"> <li>Bus &amp; LRT Operators' service and performance</li> <li>Two-way radio communication</li> <li>Integrated testing and preparation for the opening of future light rail line segments</li> </ul>
Maintenance	System Support	<ul style="list-style-type: none"> <li>Technical training for maintenance employees</li> <li>Technical information related to vehicles, equipment and facilities</li> <li>Preventive maintenance inspections (PMI) and repairs</li> <li>Specifications, procedures and requirements for the purchase, maintenance and improvement of vehicles, equipment and facilities</li> <li>Management of contracts for grounds keeping and janitorial services</li> </ul>
	System Maintenance	<ul style="list-style-type: none"> <li>Repair and maintenance of operating facilities and equipment, LRT track, right-of-way, tunnels and bridges</li> <li>DART electronics, radio, fare collection and communications equipment for bus and rail operations, and DART police (non-revenue vehicles, electronic equipment, and facility)</li> </ul>



DEPARTMENT	SERVICE	DESCRIPTION
		<ul style="list-style-type: none"> <li>• Tests, inspections and maintenance of LRT system and equipment</li> <li>• Maintenance of system-wide passenger amenities, including rail stations, transit centers, bus stops, shelters and benches.</li> </ul>
	System Monitoring	<ul style="list-style-type: none"> <li>• Analysis of wear, metal and fluid contamination</li> <li>• Corrosion-control test stations and emergency repairs</li> <li>• Consumable goods and services for contractual compliance to technical specifications and quality</li> <li>• Equipment maintenance for contracted paratransit services</li> </ul>

#### 1.5.4. DART Safety Committees (ERRTC/RSCJLM)

The PTASP implementation and operation, including support of SMS functions, is carried out through the DART Rail Safety Committee Joint Labor-Management (RSCJLM) and DART Executive Roundtable Review Team Committee (ERRTC). The RSCJLM is composed primarily of DART Vice President level personnel that have direct responsibilities for the daily operations of the light rail system. These leaders possess a high level of rail knowledge and expertise which strengthens their abilities to effectively mitigate hazards. The Director of Agency Safety & Compliance monitors the internal hazard database and assigns directly conveyed hazards to Agency Safety & Compliance staff. The Director additionally tracks the remaining hazards to determine if resolution can be achieved on the departmental level or if the RSCJLM involvement is warranted.

The DART RSCJLM meets monthly to review newly identified hazards, analyze safety related reports, recommend mitigations to previously identified hazards and to make safety related decisions in accordance with their authority. The Director of Agency Safety & Compliance chairs the Committee. The charter of the RSCJLM identifies the following representatives by function:

Management Voting Committee Members:	Frontline Voting Committee Members:
Director of Agency Safety & Compliance – Chair	ATU Vice President
AVP Agency Safety & Compliance	ATU President
VP Rail Operations	Frontline Rail Operations Union Representative
VP/AVP Rail Maintenance	Frontline Fleet Maintenance Union Representative
VP Maintenance of Way & Facility Maintenance	Frontline MOW Union Representative



Management Voting Committee Members:	Frontline Voting Committee Members:
Police Major	Frontline Police Union Representative (UTP of Dallas Lodge 80)
AVP Development Program Support	Rail Operator
Manager Engineering	Engineering Specialist Union Representative
Director of Reliability Engineering and Streetcar	Frontline Streetcar Union Representative
City of Dallas Streetcar Representative	Streetcar Operator
Sr. AVP Materials Management	Frontline Materials Management Union Representative

The role of the Director of Agency Safety & Compliance includes:

- a) Chair the BSCJLM and RSCJLM meetings.
- b) Initiate the review and update process.
- c) Review the findings and responses from internal and external audits and forwards to ERRTC.
- d) Ensure that revisions to the PTASP are completed and retains a copy of the revised document.
- e) Ensure most recent version of PTASP is present on DART Intranet.
- f) Ensure that RSCJLM meeting minutes are developed for each meeting and distributed to the committee members via email.

If the Director of Agency Safety & Compliance deems a hazard to have immediate and detrimental negative consequences via the assessment performed in conjunction with the MIL-STD-882D matrix, an emergency session of the RSCJLM will be instituted. All hazards that have risen to the level of Acceptable with ERRTC review trigger immediate committee level attention. Once an RSCJLM session convenes the members are briefed on the hazard and the hazard is reassessed for validity. RSCJLM general agreements include actions to mitigate hazards and are documented in the workflow system. Hazards that require policy modifications or expenditures that rise to capital expenditure level are forwarded to the DART Executive Roundtable Review Team Committee level for mitigation.

The DART Executive Roundtable Review Team Committee is briefed by the Director of Agency Safety & Compliance providing insight on all hazards aged beyond ninety days or that may require executive level mitigation efforts.

If hazard resolution requires immediate mitigation due to an undesirable risk assessment, then an emergency session of the ERRTC is also convened. The purpose of this elevation is to allow for succinct, informed decisions at the agency's senior executive level where immediate decisions of policy and resource allocations are ratified.



The ERRTC meets monthly or more frequently if deemed necessary by the DART Sr. Vice President, CSO. The ERRTC holds the final decision-making approval within the Hazard Management process. Hazards presented at this level potentially could lead to system modifications, large expenditures or operating rules changes. In some instances, the ERRTC could decide the likeliness of occurrence is minimal or given the circumstance the risk is acceptable to the agency. The ERRTC encompasses the following Executive Personnel:

- Sr. VP & Chief Safety Officer, Chair
- AVP Agency Safety & Compliance
- Director Agency Safety & Compliance
- EVP Chief Operations Officer (COO)
- EVP Chief Financial Officer (CFO)
- EVP Chief Development Officer
- Chief of Staff
- Chief of Police Emergency Management
- VP Operations Administrations
- VP Maintenance of Way
- DART ATU President
- Frontline Union Representative
- Manager Workers Compensation
- Ad-hoc Member: City of Dallas Representative (as needed)

The role of the Sr. Vice President, CSO includes:

- Chairs the ERRTC meetings.
- Schedules committee meetings, prepares agendas, requests assistance from non-members, and distributes ERRTC reports.
- Maintains documentation of ERRTC proceedings, including system modifications reviewed by the ERRTC.
- Provides administrative, coordination, and analysis support for ERRTC activities.
- Reviews monthly reports from ERRTC members to ensure required system safety activities are carried out, and issues reports.
- Sends the proceedings of the ERRTC, which includes the minutes from the RSCJLM and BSC meetings, to TxDOT officials.
- Documents system changes and required actions when ERRTC reaches consensus.
- Tracks changes needing unbudgeted funding and ensures funding is obtained.
- Requests referral to the ELT for changes that cannot be resolved by consensus of the ERRTC.



## 2.0. SAFETY RISK MANAGEMENT (SRM)

DART's Hazard Management Program is currently overseen by two (2) distinct divisions within the organization. Operations Hazard Management is managed through the Hazard WF. All safety aspects related to revenue service operations, maintenance, and public safety are managed by DART Agency Safety & Compliance. The project Hazard Management Process is managed through SSC plans that meet the requirements of the DART SSCP. All safety aspects related to capital projects, new starts, and service expansions are managed by the Development Program Support division of the Development Department, until these assets are turned over to operations for revenue service.

The DART Safety & Security Certification Plan (SSCP) includes a Hazard and Vulnerability Management Program that details the steps to mitigation of hazards identified via individuals or systems. The program categorizes, assesses, ranks, administers, resolves, closes and tracks identified hazards generally discovered during the design process, however this procedure remains valid throughout construction. The Typical Hazard Analysis Worksheet and Typical Hazard Tracking Matrix are tools that document these identified hazards.

The DART Safety & Security Certification Plan (SSCP) addresses Hazard Identification in design review and establishes the team that tracks and maintains via the Hazard Resolution Matrix flowchart. This flowchart was developed from the examples in the FTA Guidelines for Hazard Management and highlights the flow and control of information.

DART's PTASP is intended to support the hazard management process (HMP) by outlining the process for hazard identification, review and mitigation. The HMP is structured to adhere to the requirements of the TxDOT SSO Program Standard. Per application of the HMP for any hazard identified as an “unacceptable hazardous condition”, the SSO tracker is configured to report such types of hazardous conditions to TxDOT SSO. In addition, the appropriate safety committee will investigate, led by Agency Safety & Compliance. At conclusion, the final investigation report will be provided to TxDOT SSO for review and comment. Any corrective action plans developed because of the investigation will be reviewed by TxDOT SSO, which retains the authority to request a status briefing on any unacceptable hazardous condition investigation. TxDOT, at its discretion, may choose to conduct an independent investigation of any event meeting the thresholds specified in Program Standard. TxDOT will notify DART as to



the personnel who will be conducting the independent investigation and provide a preliminary schedule as to the investigation process. The TxDOT investigation report will be submitted to DART within 45 days of the completion of the investigation. If DART disagrees with TxDOT's investigation, then DART may submit a written dissent from the report, which TxDOT will include in the final investigation report, DART must submit their dissent via email to their SSO Program Manager within 15 days of TxDOT's completion of the investigation report.

Hazard management is a process to discover, mitigate, and control conditions that, if not altered, have the potential to cause accidents, injuries or other losses. Sources for identifying hazards include:

- **FTA**
- **TxDOT**
- **Reports from passengers** – DART Customer Service receives reports from passengers and documents their concerns.
- **Reports from operators and other field personnel** – Operator accident reports are submitted through the accident reporting portal on DART InfoStation. These reports can be tracked via the workflow process, OCC Log, related supervisor report and the Risk Management Information System (RMIS) database system
- **Reports from maintenance personnel** – Maintenance reports are submitted through the accident reporting portal on DART InfoStation. These reports can be tracked via the workflow process, OCC Log, related supervisor report and the RMIS system. In addition, supplement maintenance report also uses Maximo database to report damage, labor and to track any form of repair costs
- **Investigations and review of accidents/incidents** – Reports from accidents and incidents are tracked through the OCC Log, workflow, SSO Tracker and RMIS.
- **Accident statistics and risk-management information** – Accident information is captured in the safety event database and/or employee accident report data warehouse. This data is then analyzed and reviewed by Safety & Data Compliance Division team.
- **Hazard Identification System data regarding safety-related items** – The DART hazard ID process allows employees to submit any potential safety issues or hazards into the workflow. In addition to beginning the workflow for hazard analysis, the system also maintains a history of employee reports and details of those reports.
- **Internal Audits** – Results of Internal Audits are reviewed by Agency Safety & Compliance.
- **Safety data obtained from external sources** – When DART receives a communication from an external source, the format is retrieved via email in pdf or word document format and is stored in the Agency Safety & Compliance Department. Items submitted are managed and stored via the DART organization Record Management filing system.
- **CDC or a State health authority** – Data and information regarding exposure to infectious disease.



Hazards identified by internal sources will be input by the reporting employee or their direct Supervisor/Manager. Hazards identified by external sources or employees that wish to remain anonymous will be input by Chief Safety Officer or Safety Program Manager. DART submits monthly hazard logs to TxDOT summarizing safety risk mitigation information for hazards that have remained unresolved for more than 30 days.

## 2.1. SRM Activities:

The process of identifying and resolving hazards in the system is based on the U.S. Military Standard MIL-STD-882D and involves:

1. Hazard Identification
2. Hazard Risk Assessment
3. Hazard Risk Mitigation
4. Follow-up on Risk Mitigation effectiveness to include necessary Corrective Action Plans (CAPs) (see **Appendix J**)

### 2.1.1. Hazard Identification

DART uses a hazard identification workflow system that reflects the consolidation of information in the Hazard Management Process (HMP). This workflow system, which also serves as a hazard tracking system, is maintained by the Director of Agency Safety & Compliance. The hazard identification workflow system contains all hazards identified through the various methods applied and is available for all employees review through DART's intranet (InfoStation). Monthly Safety Committee Minutes are submitted to TxDOT SSO upon request. TxDOT SSO reviews the minutes and hazard activity and forwards any questions or requests to the CSO.

In addition, DART conducts meetings with TxDOT SSO upon request and maintains electronic contact on a regular basis. During application of the HMP, for any hazard identified as an “unacceptable hazardous condition”, the safety Department notifies the TxDOT SSO designated point-of-contact within 24 hours using the SSO Tracker System. The appropriate safety committee, led by the Agency Safety & Compliance, investigates each hazard and forwards each finding to TxDOT SSO for review and comment at the end of the investigation via the SSO Tracker System. Any CAPs developed because of the investigation are forwarded for SSO approval via the SSO Tracker System. Once TxDOT SSO approves the RTA's CAP request, mitigation begins. TxDOT SSO retains the authority to request a status briefing on any unacceptable hazardous condition investigation.

The following procedure is used to reduce or eliminate a hazard when it has been submitted for review and resolution. All employees have the ability to input a hazard ID into the Hazard Workflow system, which forwards it to the employee's manager. If the manager is unable to resolve the issue, they can request mitigation discussion of the hazard at the next scheduled Safety Committee meeting which is held monthly. The RSCJLM responds to the Hazard ID and, if

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required, recommends a course of action. The RSCJLM must address each open Hazard ID every month until a resolution is reached.

If the Hazard is not resolved within 90 days, the Hazard ID will be escalated to ERRTC for consideration. The ERRTC may review the hazard and initiate its own resolution. The ERRTC's decision is final.

The SRM process requires understanding the differences between hazards, events and potential consequences. The SRM definitions checklist presented in **Figure 1** helps support the DART Executive Roundtable Review Team Committee's understanding of these terms when considering safety concerns.

Figure 1: SRM Definitions Checklist

<b>What is it?</b>  If you can select all 3 in one box, it's .....	<b>A Potential Consequence</b> <input type="checkbox"/> Not a real or potential condition <input type="checkbox"/> Can be caused by a hazard <input type="checkbox"/> Hasn't occurred yet but could be similar to a past event
<b>A Hazard</b>  <input type="checkbox"/> Real or potential condition <input type="checkbox"/> Can cause a consequence <input type="checkbox"/> Not an event	<b>An Event</b>  <input type="checkbox"/> Accident, incident or occurrence <input type="checkbox"/> Not a real or potential condition <input type="checkbox"/> Has already occurred

## 2.1.2. Hazard Risk Assessment

Hazard risk assessment determines if the risk of a hazard is acceptable and whether corrective action is warranted. A safety risk assessment includes an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing safety risk mitigations, to determine if safety risk mitigation is necessary and to inform prioritization of safety risk mitigations.

Hazard Severity is a measurement of outcomes that can result from human error, environmental conditions, design inadequacies, subsystem or component failure, or malfunction and procedural deficiencies. Within 24 hours of Hazard submittal, the Safety Program Manager completes an initial Hazard Analysis. For hazards that are identified during non-business days, an initial hazard rating will be done within 24 hours beginning the next business day. The Safety Program Manager will assign one of four severity categories. The severity categories are included in **Table 5** below.



Table 5: Hazard Severity Table

Severity	CHARACTERISTICS			
	People	Equip/Services	Financial	Reputational
Catastrophic 1	<ul style="list-style-type: none"> <li>• Several deaths</li> <li>• Numerous severe injuries</li> </ul>	Total loss of equipment or System interruption requiring months to repair	Estimated loss in excess of \$5 million	<ul style="list-style-type: none"> <li>• Ongoing media coverage</li> <li>• Irreparable reputational damage</li> <li>• Government intervention</li> <li>• Duration weeks to months</li> </ul>
Critical 2	<ul style="list-style-type: none"> <li>• One death</li> <li>• Several severely injured</li> </ul>	Significant loss of equipment or system interruption requiring weeks to repair.	Estimated loss in range of \$500 to \$4.99 million.	<ul style="list-style-type: none"> <li>• Prolonged media campaign</li> <li>• Serious reputational damage</li> <li>• Sustained government involvement</li> <li>• Duration days to weeks</li> </ul>
Marginal 3	<ul style="list-style-type: none"> <li>• Severe injuries</li> <li>• Multiple minor injuries</li> </ul>	Some loss of equipment or system interruption requiring seven or fewer days to repair.  Some loss of equipment no system interruption, less than 24 hours to repair	Estimated loss in range of \$1000 to \$499,999	<ul style="list-style-type: none"> <li>• Adverse media coverage</li> <li>• Reputational damage</li> <li>• Government involvement</li> <li>• Duration days</li> <li>• Local media coverage</li> <li>• Some reputational damage</li> </ul>
Negligible 4	<ul style="list-style-type: none"> <li>• Minor injuries</li> <li>• No injuries</li> </ul>	Minor damage to equipment, no system interruption, no immediate repair necessary.	Estimated loss less than \$1,000	<ul style="list-style-type: none"> <li>• No adverse media coverage</li> <li>• No reputational damage</li> </ul>

**Hazard Probability** is derived from research, analysis, and evaluation of safety data. The probability categories are included in **Table 6** below:

Table 6: Hazard Probability Table

Probability Level	Specific Individual Item	Fleet or Inventory	Frequency
Frequent A	Likely to occur frequently in the life of an item	Continuously experienced	≥36/year
Probable B	Likely to occur several times in the life of an item	Will occur frequently	>12 to <36/year (1 to 3 per Month)
Occasional C	Likely to occur sometime in the life of an item	Will occur a few times	>.1 to <1/year
Remote D	Unlikely but possible to occur in the life of an item	Possible to occur in the life of the system	>.0001 to <.1/year
Improbable E	So Unlikely, it can be assumed occurrence may not be experienced	It can be assumed it will not occur	<.0001/year

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After assessing the severity and probability of a hazard and the corresponding potential consequences, the Safety Program Manager assigns a Hazard Risk Index (HRI) rating, included in Table 7 below, and prioritizes hazards based on safety risk:

Table 7: Hazard Risk Index Matrix

Frequency	Severity			
	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
Frequent A	1/A	2/A	3/A	4/A
Probable B	1/B	2/B	3/B	4/B
Occasional C	1/C	2/C	3/C	4/C
Remote D	1/D	2/D	3/D	4/D
Improbable E	1/E	2/E	3/E	4/E

Based on the completion of the analysis and classification of the Hazard Risk Index, DART utilizes the Hazard Resolution, in Table 8 to assist with identification of acceptance criteria:

Table 8: Hazard Resolution Table

Severity/Frequency	Resolution
1/A, 1/B, 1/C, 2/A, 2/B	Unacceptable
1/D, 2/C, 3/A, 3/B	Acceptable with ERRTC review
1/E, 2/D, 2/E, 3/C, 3/D, 3/E, 4/A, 4/B	Acceptable with BSCJLM/RSCJLM review
4/C, 4/D, 4/E	Acceptable without review

Safety critical hazards that have been identified must be controlled/eliminated to an acceptable level so that the hazard does not continue to pose a danger. The controls may be done in a temporary manner in consultation with Agency Safety & Compliance until a long-term mitigation has been implemented. Dependent on the risk ranking of the hazards' likelihood and severity, a multi-departmental team may be established to analyze and control these risks/hazards. The teams will be comprised of the following personnel:

- Subject matter experts (SMEs) for the system
- Front-line personnel and supervisors
- All levels of labor
- SSO Agency participation is encouraged
- Safety staff, as support.



### 2.1.3. Hazard Risk Mitigation

Hazard Risk Mitigation starts with the employee's immediate Supervisor/Manager who then collaborates with the appropriate department(s) to determine what steps are needed to eliminate or mitigate the hazard to an acceptable level. Once the hazard is resolved, Agency Safety & Compliance will reevaluate the risk utilizing MILSTD 882D to determine if the risk has been reduced to an acceptable level. Prior to closure of the Hazard ID, a summary documenting and tracking the steps that led to the risk reduction is added to the workflow.

If the elimination/mitigation cannot be handled by the employee's immediate supervisor/Manager, the supervisor/Manager will collaborate with the appropriate personnel required to mitigate the hazard i.e., Agency Safety & Compliance, Subject Matter Experts (SME), Departmental Leaders etc. to determine a required course of action. A source for safety risk mitigation can be guidance provided by SSOA, FTA and in the case of infectious diseases guidelines provided by CDC or a State health authority will be used to prevent or control exposure. In the event the elimination/mitigation of the hazard cannot be resolved, Agency Safety & Compliance (Safety Program Manager) will escalate the Hazard to RSCJLM who then assesses the hazard and determines the appropriate course of action.

It is important to note, however, that a combination of several or all of the following may be used, depending on the nature and extent of the hazard:

- Design for minimum risk
- Incorporate the use of safety devices
- Provide warning devices
- Implement special safety procedures and conduct training

Designing for Minimum Risk attempts to eliminate hazards during the design process. If an identified hazard cannot be eliminated, its associated risk will be reduced to an acceptable level through design selection. This may be constrained by time, money, manpower, or other limitations. If the hazard cannot be eliminated or its risk controlled to an acceptable level through design, Safety Devices will be used to reduce risk to an acceptable level.

If neither design nor safety features or devices can reduce the risk to an acceptable level, Warning Devices are used to detect the condition and to produce a warning signal to alert individuals to the hazard. Warning signals and their operation shall be designed to minimize the probability of individuals reacting incorrectly to the signals and shall be standardized and similar.

Lastly, if the hazard cannot be eliminated or its associated risk adequately controlled through design, safety features/devices such as personal protective equipment (PPE) or warning devices, approved procedures and training must be implemented and used to reduce the risk.



## 3.0. SAFETY ASSURANCE

Safety Component 3 of the PTASP outlines the Safety Assurance (SA) processes used by DART to implement, review and quantify the organization's adherence to applicable rules, regulations and standards. These SA processes provide DART and its executive leadership with a means of assessing if DART is meeting its safety objectives and performance goals. As part of the annual review of the PTASP, DART assesses the effectiveness of its safety risk controls, Management of Change, and the continual improvement of DART's SMS. Results of this annual review are used to update the DART PTASP Section V. Safety Goals and Objectives as needed.

### 3.1. Safety Performance Monitoring/Safety Data Acquisition and Analysis

DART's Safety staff is responsible for obtaining the data required to identify, assess, mitigate and follow-up on safety related issues from the following sources:

- Hazard Identification System – Everyone
- Daily Operation Logs – Transportation
- Maintenance Department Documentation – Maintenance
- Field Supervisor Reports – Transportation and Maintenance
- Safety KPI Reports – Agency Safety & Compliance
- Workers Compensation Data – Risk Management Division
- Police Reports – DART Police
- Customer Service complaints and safety-related suggestions – Customer Service
- Internal Audits – Audit Department/Annual Internal Safety Review
- Information and data received from FTA, TxDOT SSOA, and other oversight authorities
- DART Board of Directors – President & Chief Executive Officer, Deputy Director, Office of Board Support

Safety accepts data in multiple formats comprising information from audits, word of mouth, email, Hazard IDs, accident and incident reports, letters and customer concerns.

For every reported event, DART collects data and enters it into the event database managed by the Risk Management Department. Agency Safety & Compliance, Data Compliance Division pulls the data from the safety event database and/or employee accident report data warehouse to



tableau software. Depending on the output requested, this division analyzes data daily, weekly or monthly highlighting trends and extracting meaningful data for internal and external clients.

The Data Analysts assigned to Safety & Data Compliance Division validates data for relevance and checks each record if it has been classified for preventability and severity. If the record is missing information the analyst must contact appropriate personnel to ensure each data set is complete. Once the data is complete and accurate, the Data Analyst prepares multiple reports for internal and external agency use. The summary of reports are as follows:

- The details of collision events are compiled monthly by type and tabulated and categorized on the preventability of an event. Each report is distributed for the monthly DART Executive Roundtable Review Team Committee Meeting, Joint Labor Management Safety Committees and quarterly reports. The reports include information on accidents per 100,000 miles in comparison to the previous year's data and with the not-to-exceed goal.
- Summary of Accidents and Incidents by Type and Preventability for Key Performance Indicators (KPI). This report is prepared weekly, monthly or/and upon request.
- Reporting of relevant data to the National Transit Database (NTD) based on the requirements outlined by the NTD Safety and Security Reporting Guide. This report is generated by the Safety & Data Compliance Division monthly for NTD reporting and one annual report (S&S20) is completed each January and that must be certified by the CEO (NTD CEO Delegate).
- Monthly reporting of shared corridor Accident and Incident data to the Federal Railroad Administration (FRA) based on FRA reporting guidelines.
- Monthly Executive Summary Report of Accidents and Incidents for Senior Management Review.
- Reports are forwarded to each Safety Program Manager who will coordinate with Division level personnel to develop strategies to address unfavorable trends or deficiencies. If the trend or deficiency cannot be addressed at the site level a hazard ID could be initiated for further tracking and trending purposes.

Internal Reports are distributed both electronically and as hard copies to the Leadership Roundtable, ERRTC and the Finance Department. External Reports, such as those made to the NTD website, are submitted through the website or electronically based on the external organizations' reporting guidelines.

### 3.1.1. Corrective Action Plans (CAP)

DART Agency Safety & Compliance is responsible for maintaining and tracking the corrective actions and subsequent statuses that are identified from hazard identification, accidents, incidents or internal and external review findings. A Corrective Action Plan (CAP) Log is used by DART to compile and track this information. DART is currently utilizing a commercial database software package as the means for documentation of the CAP log. Details regarding DART's CAP program can be found in **Appendix J**.



### 3.1.2. MOW/Facility Maintenance

The MOW Director or their designee assigns inspections to personnel based on the Facilities Preventive Maintenance Manual. Facilities, systems, rolling stock and equipment all have different intervals at which inspections and preventive procedures must occur. The purpose of the PMI Manual is to provide personnel with information necessary to perform each PMI.

While performing the PMI inspection, personnel document deficiencies that require repair, adjustment, or that warrant replacement. Workorders that are contained in the MAXIMO asset management program capture each assignment resulting from an inspection. It is the responsibility of the manager and or shift supervisor to schedule repairs of the defects found during the PMI as well as log any safety concerns/hazards identified in the course of the PMI inspection process within the MAXIMO asset management program. The MOW Director or their designee are to document compliance with local, state and federal regulations.

#### 3.1.2.1. Regular Inspection and Testing

Various inspections are conducted according to pre-determined schedules as shown in **Appendix K**, and repairs are completed as conditions require. Procedures to be used are outlined in the PMI Manuals and within published Work Instructions, Standard Campaign Bulletins, Standard Practice Bulletins and Standard Operating Procedures. Inspection results are documented and entered into a work order in the Maintenance Management System (MAXIMO).

For Hazards detected during regular inspection and testing a workflow will be initiated via the internal hazard reporting system. The hazard will be reviewed and tracked by Agency Safety & Compliance and assigned to the appropriate committee for identification, analysis, and mitigation solutions. Applying these procedures increases the probability of eliminating or reducing hazards while documenting their existence for tracking purposes. The inspection guides indicate the steps to be performed to complete proper preventive maintenance inspections of DART owned facilities or assets.

#### Example Inspection Information

Inspection Intervals	Standard Practice Bulletins/Work Instructions
Weekly; Monthly; Quarterly; and Bi-Annual	Work Instructions (WI) and/or Standard Practice Bulletins (SPB) shall be used to supplement or supersede information in this manual, as required on a Monthly, Quarterly, or Bi-Annual; and/or interim basis.



### 3.1.2.2. Checklists

Checklists for specific inspection reports reside in the Maintenance Department and can be accessed electronically. The MAXIMO Computer Program tracks and manages inventory, training records, preventive maintenance, and other activities pertinent to Maintenance.

### 3.1.2.3. Coordination with Hazard Management

If replacement or repair of a facility or equipment does not mitigate the hazard, the Hazard Management process, as prescribed by DART's SRM requirements must be implemented (See SMS Component 2).

## 3.1.3. Maintenance Audits and Inspection

An effective and efficient maintenance program helps to reduce risk to the overall DART system, including employees, passengers, emergency responders, and the general public. The DART maintenance program also helps to ensure that safe and reliable public transportation is provided while reducing the need for updates or equipment replacement, which may require additional funding.

### Vehicle Maintenance and Inspection Program

All DART LRT Operators are trained to perform a Pre-Departure Inspection of the Light Rail Vehicle prior to entering revenue service. If any issue or condition is identified by the operator as being unsafe for service, it must be reported to the Yard Control Center. This frequency of inspections allows abnormal conditions to be identified early on before they become catastrophic.

The DART LRT Maintenance Program for Regular Inspection and Testing is based on inspections that conform to the manufacturers' guidelines. They are typically based on miles of operation or time in service. Each inspection cycle has a separate inspection manual defining the mileage points at which inspections are to be completed. In addition to regular maintenance and repair, some components are programmed for change-out on a multi-year schedule. Table 9 identifies the type and frequency of inspections for light rail vehicles.

**Table 9: Vehicle Maintenance**

Type	Frequency	Conducted by	Reason
Pre-Trip	Daily	LRV Operator	Daily review of vehicle condition to identify issues that may be hazardous to DART Operations.
Mileage Based*	10,000 miles of operation 20,000 miles of operation 60,000 miles of operation	LRT Vehicle Maintenance	Preventative Maintenance of LRV based on manufacturer recommendations and maintenance manual.
Post-Accident	Post-Accident	LRT Vehicle Maintenance	To assess any damage as the result of an accident / incident; use for revenue service based on degree of damage found

\*Checklists for each level of inspection in the vehicle Maintenance Department can be accessed electronically, via the MAXIMO Computer Program. This program tracks and manages all preventative maintenance, running repair and other activities pertinent to vehicle maintenance.

Inspection results are documented and entered into a work order in the Maintenance Management System (MAXIMO) where the required repairs, including materials and labor, are captured. Noted defects are resolved at the time of discovery or upon completion of the inspection. If a safety defect is noted, the system will be locked out/tagged out as needed until the repairs are complete. Hazards detected without immediate resolution create a workflow through the internal hazard reporting system which is sent to Agency Safety & Compliance and to appropriate management committees for identification, analysis, and mitigation. These procedures increase the probability of eliminating hazards while documenting their existence for tracking purposes. Section 2 of this PTASP details DART's SRM requirements.

To comply with vehicle maintenance and period brake testing requirements found within Section 1 of the TxDOT SSO Program Standard, DART does the following:

- Maintains a comprehensive rail vehicle maintenance program, which includes detailed procedures for inspecting, testing, and maintaining braking systems,
- Performs and documents periodic brake system testing, and
- Maintains maintenance records and test results that are available for review.

The following documents comprise the vehicle maintenance program.

- LRV Preventive Maintenance Instruction (WIA-1230)
- Pre-departure Inspection (102.05)
- Preventive Maintenance Inspection Manual (NYR-3627)



### 3.1.4. Procurement

DART's Procurement Department is responsible for obtaining the goods and services required to build and operate a safe and effective transit system. Procurement is guided by policies and procedures created to ensure uniformity in the procurement process. In many cases, accidents and hazardous conditions may be avoided during the procurement process. Selection of qualified contractors and suppliers, and careful inspection of delivered equipment and materials leads to early discovery of defective conditions, safety concerns and the elimination of resulting hazards. The procurement process is therefore administered to enhance system safety and to minimize Agency risk. The duties of the Procurement Department include:

- Enforcing DART's Acquisition Regulations, which specify the steps required to obtain goods and services in a safe and responsible manner.
- Adhering to environmental compliance requirements relating to hazardous substance acquisition, handling, labeling, storage, disposal and record keeping. All chemicals and hazardous materials on DART property should have a current Safety Data Sheet (SDS) and be approved by Safety.
- Collaborating with applicable officials to ensure contractors meet contractual obligations and follow established procedures related to the safety of DART employees, property and the public.
- Ensuring that any procurement requests for equipment or materials for use on DART property are reviewed and approved by DART's Agency Safety & Compliance prior to purchase. If Agency Safety & Compliance fails to approve procedures /services/ products due to hazardous conditions, then it will require the Procurement Team to re-evaluate and seek other products/services. Procurement procedures ensure that the agency meet or exceed the requirements and minimize the potential hazards.

DART Procurement works to ensure that equipment and materials are safe for use by employees and patrons. Prior to purchase, DART must have assurance that the equipment or materials are compliant with applicable codes and standards and do not create catastrophic or critical hazards that could be detrimental to DART operations.

As part of the Implementation Phase for SMS, DART Agency Safety & Compliance will work with Procurement to develop detailed processes and procedures for review of any equipment or material.



## 3.2. Accident/Incident Notification, Investigation and Reporting

DART vehicle collisions are reported through DART's internal agency website using the "Safety Tab and Accident Reporting Process" menu option. Reports, videos, photos and downloads specific to each collision can be uploaded and preserved via existing safety event database.

Collisions involving DART's LRV operations initiate the Train Control Center (TCC) to contact a pre-determined set of internal agency groups that will respond to the event. These groups include Fleet Services, Signals, Track Electrification Services (TES), Track and Right of Way, Media services, Transit Police (who contact EMS), Agency Safety & Compliance, and Transportation Field Services.

### 3.2.1. Accident/Incident Procedures

DART utilizes a multi-departmental / discipline approach to safety event investigations with the Transit Police serving in the lead investigative role with assistance from Transportation Field Operations and Agency Safety & Compliance. Transit Police investigation procedures can be found in DART's General Order Number 7.61, provided in **Appendix L**. The DART Transit Police report summarizes the investigation, presenting facts related to the accident, and opinions and observations of the investigating officer. Departmental investigation procedures are included in **Table 10** below:

**Table 10: Department Investigation Procedures**

	Procedure Number	Procedure Title
<b>Maintenance</b>	NPA-0016	Post-Accident Vehicle/System Impound/Quarantine Investigation
	NPA-0029	Accident/Incident Investigation and Reporting
<b>Transportation</b>	104.02	Accident/Incident Investigation
	104.05	On-Scene Coordinator
	101.09	Common Corridor Emergencies
<b>Agency Safety &amp; Compliance</b>	NPS-3329	Rail Accident Investigation
Copies of the above reference procedures are located in <b>Appendix L</b>		

If necessary, Agency Safety & Compliance may conduct an additional investigation to ascertain the circumstances surrounding a safety event. The primary focus of Agency Safety & Compliance's investigation is to determine root cause in order to prevent reoccurrence. This additional investigation combines data from several sources including Police reports, Operator and Field Supervisor statements, LRV downloads, and video footage, to assemble the accident file into one centralized location. Information from all sources allows Agency Safety & Compliance to determine and validate their own conclusions as to the preventable or non-preventable nature of the event based on the entire composition of the file. The Agency Safety & Compliance investigation



identifies root cause(s) and contributing factors and recommend corrective actions to eliminate identified hazards and deficiencies. These events are entered into the SSO Tracker to record and track events that could potentially reoccur and cause unintended consequences.

Based on the complexity of the safety event, an extended final report may be written and submitted to the appropriate safety committee and department head for review and concurrence. The results of investigations, coupled with the supporting documentation, are also used by DART to fulfill the Safety Data and Acquisition element of SMS (see PTASP section 3.1.1).

DART's Internal Notification Procedure for accidents and incidents is carried out through the ReadyOp text message system. Text message notification levels increase with the severity of the event. If a critical responder does not acknowledge notification, supplemental notifications by phone are initiated at the discretion of Dispatch or Train Control.

**Table 11: ReadyOp® Notification**

Type of Notifications	
ReadyOp	Red Signal violations
	To be sent out if any Operators or Supervisors are transported to a medical facility.
	Service interruptions of 10 minutes or greater or any delay exceeding 3 minutes in the tunnel.
	Any incident resulting in passenger delays of 10 minutes or more and requires a response from "System Personnel" (TES, Track, Signals).
	Any and all accidents and incidents resulting in passenger delays in excess of 30 minutes, or which result in damage, personal injury, or could attract media attention.
	Any incident/accident-causing major property damage, severe personal injury, results in the shutdown of rail services, or at the discretion of the Vice President of Rail Operation.

The Train Control Center (TCC) shall notify government entities of Light Rail Transit (LRT) accidents and incidents meeting reporting thresholds mandated by the TxDOT Program Standard. TCC will notify Agency Safety & Compliance, SSOA and FTA via the State mandated reporting platform SSOA reporting tool. TCC notifies Agency Safety & Compliance via landline to verify if each event is FTA reportable. In the event the accident meets FTA accident reporting thresholds, the Director of Agency Safety & Compliance will forward the report to the FTA within 2 hours. The National Transportation Safety Board (NTSB) is notified within two (2) hours of:

- A passenger or employee fatality.
- Two or more injuries to employees or passengers requiring admission to a hospital.
- Evacuation on the mainline/ROW.



- Fatality at a rail crossing.
- Substantial Damage meeting the FTA/SSO reporting threshold, as defined by the National Transit Database (NTD) criteria.

NTSB is also notified within four (4) hours when damage to a passenger train or railroad or non-railroad property is \$25,000 or more.

Federal Railroad Administration (FRA) notification is required via the Train Control Center (TCC) when a shared corridor emergency event highlighted in SOP publication 101.09 Common Corridor Emergencies occurs. All LRT collisions with pedestrians in a shared corridor are reportable to the FRA within 30 days of occurrence. This notification is provided by Agency Safety & Compliance.

**Table 12: Notification and Reporting of Accidents, Incidents, and Occurrences**

<b>Accidents</b>	
<b>DART notifies the TxDOT SSOA Program Manager and FTA within two hours if:</b>	
<b>Human Factors:</b> <ul style="list-style-type: none"> <li>a. Fatality (occurring at the scene or within 30 days following the accident)</li> <li>b. One or more persons suffering serious injury (Serious injury means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ; or (5) involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.)</li> <li>c. A personal injury that is not a serious injury</li> <li>d. One or more injuries requiring medical transportation away from the event.</li> </ul>	<b>Property Damage:</b> Property damage resulting from a collision involving a rail transit vehicle; or any derailment of a rail transit vehicle
<b>Types of events (examples):</b> <ul style="list-style-type: none"> <li>▪ A collision between a rail transit vehicle and another rail transit vehicle</li> <li>▪ A collision at a grade crossing resulting in serious injury or fatality</li> <li>▪ A collision with a person resulting in serious injury or fatality</li> <li>▪ A collision with an object resulting in serious injury or fatality</li> <li>▪ A runaway train.</li> <li>▪ Evacuation due to life safety reasons.</li> <li>▪ A derailment (mainline or yard).</li> <li>▪ Fires resulting in a serious injury or fatality.</li> </ul>	



<b>DART Actions include:</b>	
<ul style="list-style-type: none"> <li>• DART to notify SSOA and FTA within 2 hours; Investigation required. Notification to FTA will be submitted to: TOC-01@dot.gov / 202-366-1863 (email preferred)</li> <li>• DART to report to FTA within 30 days via the National Transit Database (NTD).</li> <li>• DART to record for SMS Analysis.</li> </ul>	
<b>Incidents</b>	
<b>DART will Report to FTA (NTD) within 30 days</b>	
<b>Human Factors:</b> <ul style="list-style-type: none"> <li>a. A personal injury that is not a serious injury</li> <li>b. One or more injuries requiring medical transportation away from the event</li> </ul>	<b>Property Damage:</b> Non-collision-related damage to equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency
<b>Types of events (examples):</b> <ul style="list-style-type: none"> <li>• Evacuation of a train into the right-of-way or onto adjacent track; or customer self- evacuation</li> <li>• Certain low-speed collisions involving a rail transit vehicle that result in a non-serious injury or property damage</li> <li>• Damage to catenary or third-rail equipment that disrupts transit operations</li> <li>• Fires that result in a non-serious injury or property damage</li> <li>• A train stopping due to an obstruction in the tracks/ “hard stops”</li> <li>• Most hazardous material spills.</li> </ul>	
<b>DART Actions include:</b> <ul style="list-style-type: none"> <li>• DART to report to FTA within 30 days via the National Transit Database (NTD).</li> <li>• DART to record for SMS Analysis.</li> </ul>	
<b>Occurrences</b>	
<b>DART will record data and make available for SSOA and/or FTA review</b>	
<b>Human Factors:</b> <ul style="list-style-type: none"> <li>• No personal injury</li> </ul>	<b>Property Damage:</b> Non-collision-related damage to equipment, rolling stock, or infrastructure that does not disrupt the operations of a transit agency
<b>Types of events (examples):</b> <ul style="list-style-type: none"> <li>• Close Calls/Near Misses</li> <li>• Safety rule violations.</li> <li>• Violations of safety policies.</li> <li>• Damage to catenary or third-rail equipment that do not disrupt operations.</li> <li>• Vandalism or theft.</li> </ul>	
<b>DART Actions include:</b>  DART will collect, track and analyze data on Occurrences to reduce the likelihood of recurrence and inform the practice of SMS. Based on the complexity of the accident or incident, an extended final report may be written and submitted to the appropriate safety committee and department head for review and concurrence.	



The coordination between DART and TxDOT SSO occurs frequently. TxDOT maintains an oversight role in ensuring that Corrective Action Plans are timely and clarifying concerns that may arise from accident investigations. Agency Safety & Compliance maintains a monthly conference call with TxDOT ensuring that oversight information is transparent. When results of an investigation indicate a hazard that affects property or individuals DART develops a CAP and submit to TxDOT SSO for approval via SSO Tracker System. TxDOT must review and approve all proposed corrective actions before DART implements the CAP. An exception is made for immediate or emergency corrective actions that must be taken to ensure immediate safety, provided that TxDOT is notified within 48 hours of implementation. The CAP identifies:

- The hazard or deficiency
- Required actions
- DART department(s) responsible for implementing corrective actions
- Scheduled completion dates for implementation

TxDOT SSO notifies DART of its approval or rejection of the CAP within 30 days of receipt. In the event of a rejection, DART submits a revised CAP within 10 days following notification of the rejection. In the event of a dispute concerning TxDOT's decision, DART may submit an application for administrative review within 30 days after receipt of TxDOT's decision. Applications for administrative review are submitted to:

Texas Department of Transportation Director, Public Transportation Division 125 E 11th Street Austin, Texas 78701-2483.

If DART does not provide sufficient information to evaluate the application, the application will be denied. TxDOT's decision to grant or deny the application is final.

In instances where coordination with the NTSB is needed for investigation, DART and TxDOT shall review the NTSB findings and recommendations to determine if a CAP should be developed by DART. If a CAP is required by either the NTSB or TxDOT, DART shall develop the CAP following the process detailed herein.

### 3.2.2. Accident/Incident Investigation

It is the responsibility of DART Agency Safety & Compliance to ensure that all accidents and near misses are thoroughly investigated. Depending on the nature and severity of the accident, a multi- disciplinary team may be needed to conduct a thorough investigation. This team may include representatives from various departments including Transit Police, Traction Power, Train Control/ Signaling, LRV Maintenance, Track, Operations, etc. Upon completion of any investigation, DART Agency Safety & Compliance is required to notify TxDOT SSO of any CAP identified as a result of the investigation.

The primary purpose of accident / incident investigations is to determine the cause and contributing factors to the accident / incident so that necessary action(s) can be taken to prevent reoccurrence of a similar events. Accident causation is assessed using DART's SRM process as described in SMS Component 2 of the PTASP to help qualify possible hazards.



If TxDOT SSO elects to conduct its own investigation of an accident or incident, DART will assist by providing necessary documentation, including access to records or reports, access to staff and personnel involved in the accident / incident, available radio transcripts and video footage, test results, and by coordinating schedules to allow TxDOT SSO to complete interviews and on-site investigation activities. In instances where TxDOT SSO elects to conduct its own investigation, DART may also elect to conduct its own internal investigation.

DART conducts investigations using the accident / incident investigation procedures included in **Appendix L**. At the conclusion of the investigation, DART submits a final report for TxDOT's formal review and acceptance. If TxDOT SSO identifies a discrepancy with the report, to include findings, TxDOT SSO will reject the report and formally notify DART of the report deficiencies and request that DART review, revise and resubmit the final report. Throughout the entire process, DART provides TxDOT with status reports regarding the investigation and subsequent report.

### 3.3. Management of Change

Management of Change is an agency-wide process required by FTA that applies to safety and non-safety changes to all new and existing system elements. DART has established a process for identifying and assessing changes that may introduce new hazards or impact the agency's safety performance. To assess the potential safety impact of any change, all Departments considering a project must complete a Management of Change form and submit it to Sr. VP & CSO review via email at [ASC\\_ManagementofChange@dart.org](mailto:ASC_ManagementofChange@dart.org). Reference **Appendix S** for Management of Change Board structure.

If the CSO or designee determines that a change may impact the agency's safety performance, then an evaluation of the proposed change will follow the Safety Risk Management Process as referenced in Section 2 of this PTASP (Safety Risk Management).

Management of Change applies to all departments including but not limited to, such as:-

- Engineering
- Training
- Procurement
- Development (Capital projects and new starts)
- Customer relations
- Records and Data management
- Human Resources
- Finance
- Maintenance
- Operations
- Technology
- Communications



Management of Change applies to all aspects of DART, such as: -

- Design and implementation of new systems or other capital projects
- Changes or additions to existing systems or service
- Changes to operations or maintenance procedures (existing or new)
- Organizational changes, such as changes in departmental responsibilities
- Procurement process changes
- Changes to relevant laws, regulations, or policies

All Departments considering projects are required to notify the CSO during the planning stage and prior to the preliminary engineering phase. The CSO must notify and acquire approval from TxDOT prior to the start of the project of the following: -

- Any area of change that significantly alters a part, component, or subcomponent of the system.
- Any project, including projects implemented by other entities, that may have significant impact of operations and safety.
- New starts or system extensions, expansions, new stations, or rail yards
- Reconstruction of existing lines
- Major redesign and installation of system components
- New or significantly reconstructed maintenance and operating facilities (Bus and Rail)
- New vehicle procurements or major overhauls (e.g., mid-life overhaul) (Bus and Rail)
- Any new or rehabilitative work associated with signals, power, control center, or other safety critical system components
- Major capital project, defined by FTA in 49 CFR Part 633, involving the construction, expansion, rehabilitation, or modernization of a fixed guideway having a total project cost of \$300 million or more and receives \$100 million of federal funds, and is not exclusively for the acquisition, maintenance, or rehabilitation of vehicles or other rolling stock.

The CSO or designee will respond to the Project Lead via email with follow-up questions and/or next steps that may be required to be completed to comply with FTA Regulations and State Safety Oversight Program Standards.

### **3.3.1. Configuration Management**

DART Engineering & Technical Services (Engineering) section is consolidated under the Development Department. This Engineering section is comprised of Rail Systems & Facilities Engineering, Reliability Engineering & Streetcar Program, and Fleet Engineering functional Division. System or equipment safety changes are submitted to the appropriate Engineering group for evaluation. Evaluation incorporates change- management processes that include evaluation, 1<sup>st</sup> Article validation/testing, recommendations, and completion of document control steps to process the proposed system safety change. Applicable Engineering Division resources handle configuration management for DART projects. There are different approaches to configuration



management based on operational or other DART project need. The Engineering section handles Operational and Capital project configuration management needs as summarized in the following section and governed by DART SOP NPA-5615.

DART Engineering Configuration Management Process(s) Once a proposed change is received, DART Engineering staff shall:

- Evaluate the proposed change(s) for safety improvement using the Failure Modes, Effects and Criticality Analysis process model (or another similar hazard analysis).
- Test new or modified equipment in the field.
- Prepare a post-testing report outlining findings and opinions on the effectiveness of the proposed change. This report is provided to the appropriate safety committee or department management.

Upon completion of evaluation, testing and recommendation the Development Engineering Staff submits the report to others within the DART organization for review and comment via DDC workflow process. The following occurs prior to a change being implemented:

- The relevant safety committee or department management reviews the report and decides whether to proceed with the change.
- Upon approval to proceed, a Standard Campaign Bulletin (SCB) or Standard Practice Bulletin (SPB), Work Instructions, New/Changed Part Stocking Requisition (MCQ1) or Engineering Specifications is produced specifying the change and how it is to be implemented, and this information is communicated to all departments impacted by the change.

#### Capital Project Configuration Management Process(s)

Development has established Change project management plans to manage design or configuration changes for the capital programs and projects. To manage configuration on these projects, Development utilizes DART design review process and other program specific processes to review and approve project designs and changes during the project life cycles.

#### Documentation

Development utilizes Document Control Procedures (DCP) to manage records for the engineering, design and construction of capital programs/projects.

DDC maintains documentation on the configuration of DART-controlled assets and houses the configuration management procedures, drawings, and specifications for Development engineering, design and construction programs/projects.

DDC additionally maintains the project information for other DART projects that may fall outside of the capital program/projects. At the closeout of a project, working with project management teams. DDC ensures all project documentation is captured for operations and maintenance use after turnover to operations.



### 3.3.2. System Modification Overview

DART uses a standard process(s) for ensuring safety concerns are addressed when modifications must be made to existing systems, facilities, or equipment. No safety-related system modifications may be initiated without use of this process. System safety modifications may be proposed as the result of:

- A response to an identified hazard for mitigation.
- The desire or need to update technology.
- Discontinued manufacture of presently used equipment.
- Remodeling of facilities.
- Equipment design or materials improvement.
- Aesthetic modifications intended to make equipment or locations more attractive.
- Changes in the operating environment.

Proposed modifications to the operating system and environment must be submitted to Engineering and Technical Services Department for evaluation, testing, recommendations, and document control. Once the proposed modification is received, the Engineering and Technical Services Division:

- Evaluates the proposed modification using the Failure, Modes, Effects, and Criticality Assessment model (or another similar hazard analysis model). The modified or new equipment is tested, and/or validated, and findings reported to management.
- Develops a report of the findings, testing, validation and/or analysis.
- Submits test report to appropriate Safety Committee and Senior Management for review.

Prior to a modification being implemented, the following occurs:

- Safety Committee and Senior Management reviews the report and determines whether to proceed with the modification.
- If the decision to proceed is made, the proposal and the Engineering and Technical Services Department's assessment is forwarded to the affected department head(s) for approval.
- Upon approval by the department, a Standard Campaign Bulletin or other applicable change document is issued, describing the change and how it should be implemented

### 3.3.3. Capital Program/Project System Modification

DART's Capital programs/projects utilize approved System Safety processes to manage system modifications. DART's System safety manuals are based upon the Federal Transit Administration (FTA) *Handbook for Transit Safety and Security Certification* and FTA's *Hazardous Analysis Guidelines for Transit Projects* and APTA-SS-ISS-RP-008-24 for *Safety and Security Certification*. More detail on these programs can be found in the current approved system safety manuals and standard operating procedures.



### 3.4. Safety and Security Certification Process

Safety and Security Certification and verification for DART projects is conducted where required. DART has established processes in the SSCP (**Appendix O**) to meet this need. Safety certification and verification processes are scalable and flexible to meet the needs of any DART project requiring certification or verification. These activities support compliance with this Public Transportation Agency Safety Plan (PTASP).

Development contractors establish project specific system safety processes and plans to manage project specific system safety requirements. These plans are developed to meet the requirements of DART's SSCP and the SSO Program Standard. Project specific SSCP's as well as Safety and Security Management Plans (SSMP) are developed by the contractor system safety teams and approved by DART.

The safety certification processes utilize concepts and methodologies for safety and security certification as prescribed in the Federal Transit Administration (FTA) *Handbook for Transit Safety and Security Certification and APTA-SS-ISS- RP-008-24 for Safety and Security Certification*. Safety certification activities are formatted and structured in a manner specifically appropriate (scalable and flexible) for DART's projects.

The SSCP can be applied to all modes of transportation including Light Rail, Streetcar, Commuter Rail, and Bus as needed. These safety certification processes and procedures are critical in the design, re-design and configuration management of DARTs transit systems.

Safety and Security Certification and verification provides proactive tools and analyses which identify potential safety issues and ensures hazards are mitigated. Safety and Security Certification and verification supports improved integration of operational considerations into system modifications and project designs. The development Program Support, Director of Systems Safety (DSS), assists Agency Safety & Compliance with safety and security certification and verification activities, as needed, for DART projects outside of DARTs Capital Program/Projects.

#### DART Capital Program Safety and Security Certification Process

The DART Director of Systems Safety (DSS) is responsible for the safety and security certification and verification activities for capital projects under the Development department. The DSS is supported by project specific system safety review committees and team members. DART's Capital projects follow the safety and security process ten (10) step process as identified in FTA's "Handbook for Transit Safety and Security Certification". The ten (10) step process is as follows:

- Step 1: Identify Certifiable Elements
- Step 2: Develop Safety and Security Design Criteria
- Step 3: Develop and Complete Design Criteria Conformance Checklist
- Step 4: Perform Construction Specification Conformance




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- Step 5: Identify Additional Safety and Security Test Requirements
- Step 6: Perform Testing and Validation in Support of the SSC Program
- Step 7: Manage Integrated Tests for the SSC Program
- Step 8: Manage “Open Items” in the SSC Program
- Step 9: Verify Operational Readiness
- Step 10: Conduct Final Determination of Project Readiness and Issue Safety and Security Certification

Completing these ten (10) steps ensures that established safety and security requirements are achieved, and the capital project is ready for revenue service to begin. This is accomplished through the use of a structured process that establishes safety and security design requirements based on hazard and vulnerability analysis, applicable codes, standards, and criteria.

A Certification Review Committee (CRC) is responsible for overseeing the identification, evaluation, and resolution of safety hazards and security threats and vulnerabilities for some Capital Program/Projects. The CRC is made up of representatives from Development Engineering, Design and Construction, Agency Safety & Compliance, Emergency Management, DART Police as well as supported by other subject matter experts as required. The CRC reviews hazard analyses and safety and security certification related reports. More detail about the CRC responsibilities can be found in the current approved SSCP document.

Development establishes program and project specific safety and security certification review teams to manage project specific system safety requirements. These teams are identified in project specific SSCP's as well as Safety and Security Management Plans (SSMP) approved by DART.

The Fire Life Safety Committee (FLSC) is established as required for Capital projects. The FLSC is made up of the local Authorities Having Jurisdiction (AHJ). The purpose of the FLSC is to review requirements that are critical to fire and life safety and security and obtain concurrence from AHJ. This ensures proposed designs and modifications meet code requirements and complies with the National Fire Protection Association (NFPA) as well as other applicable local fire code standards or fire life and safety and security vulnerability mitigation measures.

## 3.5. Safety Compliance Assessment and Inspection

DART has implemented various processes to monitor compliance with its safety rules and requirements.

### 3.5.1. Drug and Alcohol Compliance

The Agency Safety & Compliance Department administers DART's DOT Substance Abuse program in accordance with Federal Transit Administration (FTA) regulations under 49 CFR Parts 40 and 655, the Drug-Free Workplace Act, and DART's Substance Abuse Policy. This program is designed to ensure compliance with federal mandates and to promote a drug-and-alcohol-free workplace, thereby enhancing the safety of employees, passengers, and the public.

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As a condition of employment, all DART employees are required to comply with the drug and alcohol testing requirements outlined in DART policy and applicable federal regulations.

## Training Requirements

To support awareness, early identification, and prevention of substance misuse, DART provides the following training programs:

- **Employee Training**

All employees receive a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, workplace safety, and operational performance. The training also includes information on the signs and symptoms that may indicate substance use.

- **Supervisor Training:**

All supervisors and designated DART officials responsible for making reasonable suspicion determinations complete a minimum of 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable drug use, along with an additional 60 minutes focused on recognizing signs of alcohol misuse. This ensures supervisors are equipped to identify and respond to potential substance-related safety concerns appropriately.

## Oversight of Contractors and Subrecipients

In compliance with FTA requirements under 49CFR Part 655, DART extends its Substance Abuse Program oversight to all applicable contractors and subrecipients who perform safety-sensitive functions. The Agency Safety & Compliance Department is responsible for:

- Ensuring that contractors and subrecipients implement compliant drug and alcohol testing programs.
- Conducting regular reviews and audits of their policies, testing records, and training documentation.
- Providing guidance to contractors and subrecipients to ensure their adherence to DART's standards and FTA regulations.
- Requiring corrective action for any identified deficiencies to maintain program integrity across the entire service delivery network.

Contractors are made aware of the DART Drug and Alcohol program requirements in the language set forth in Contractor's Right of Entry Agreements, and License Agreement documents. Paragraph ten of both documents advises all Contractor employees that they are strictly prohibited from engaging in the non-prescriptive use, sale, distribution, dispensation, manufacture or transfer of controlled substances. Contractors or their employees must not possess alcohol or non-prescription drugs on DART property or other worksites, on or off duty. Employees of contractors must not report to duty or remain on duty if impaired by alcohol or drugs.

Safety Sensitive Employees, as defined by DART, include those who:

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- Operate revenue vehicles.
- Maintain revenue vehicles.
- Control the movement of revenue vehicles.
- Must have a Commercial Driver License (CDL) to operate non-revenue vehicles.
- Carry firearms for security purposes.

Through the Employee Assistance Program (EAP), DART employees can seek assistance for drug and alcohol-related problems. Immediate discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. Although employees are encouraged to receive help for drug and alcohol problems through participation in the EAP, they must comply with the requirements of DART's Drug and Alcohol prevention programs.

### 3.5.2. Internal Safety Audits and Annual Review

An internal safety audit program, overseen by Agency Safety & Compliance, measures the effectiveness of the PTASP in achieving the overall objectives of the plan and compliance with its requirements. DART's internal safety audit program is designed to:

- Ensure safety observations are conducted by supervisory or safety staff during system maintenance, operations, and modification.
- Verify compliance with management's safety objectives as stated in Section V of the PTASP.
- Ensure compliance with operating rules, regulations, standards, codes and procedures.
- Recommend corrective action plans.

#### 3.5.2.1. Internal Rail Safety Audits

DART shall develop and implement a process for the performance of on-going internal safety reviews (ISRs). This process evaluates the PTASP implementation, effectiveness, and serves as an internal tool to ascertain if the plan or supporting documents or procedures should be updated. DART shall develop and annually submit to TxDOT, for approval, a review package which addresses the areas of the PTASP over a three-year cycle.

DART will develop an annual internal rail safety audit plan and schedule to address the requirements of 49 CFR Parts 672 and 673, and any revisions of the TxDOT SSO Program standard.

The internal safety audits will be focused on the content of the PTASP to include the four (4) components of DART's SMS. See **Appendix G** for a listing of DART's safety roles and responsibilities and tasks (by department) noting their primary or secondary participation. Agency Safety & Compliance is responsible for scheduling the internal safety audits on an annual basis.

Additionally, the revised Internal Rail safety Audits will be designed to help DART to monitor operations and to identify any safety risk mitigations that may be ineffective, inappropriate, or that were not implemented as intended.

#### 3.5.2.2. Annual Internal Safety Review

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DART Agency Safety & Compliance is responsible for ensuring that Internal Safety Reviews are conducted. As needed, a consultant with PTSCTP certification may be used to augment DART Agency Safety & Compliance staff with these audits. Each year, a section of the PTASP and SMS will be reviewed and on a three-year rotating basis. This tool is used on an on-going basis to evaluate the effectiveness and determine if updates to the PTASP are required.

Sixty (60) days before the audit is scheduled, DART shall develop and submit the Internal Safety Review package to TxDOT to fulfill SSO notification and to gain approval. TxDOT will review and provide comments to DART within 10 business days. The package shall include:-

- Departments, employees and contractors responsible for scheduling, managing, and conducting the annual review;
- PTSCTP Certification for personnel conducting the internal safety review;
- The departments and functions subject to review;
- DART personnel participating in the review, contact information, interview schedules, and a listing of the on-sit audit locations;
- Checklists and procedures for conducting the ISR

The Internal Safety Review report will be submitted within 60 days of the closeout meeting to TxDOT SSO for review and acceptance. In no case shall DART submit the ISR final report later than February 1st. DART submits a formal letter signed by DART's Accountable Executive and the ISR final report, which includes the below content as per TxDOT Program Standard.

- ⇒ A formal letter signed by DART's Accountable Executive
  - Certifies DART is in compliance with its agency safety plan or
  - States DART, as indicated through the ISR final report, is not in compliance with its agency safety plan. If DART cannot certify compliance, then this letter must specify each noncompliance issue, the activities that DART will take to achieve compliance, the date that those activities will be completed, and the projected date that compliance will be achieved.
- ⇒ The ISR final report, must contain the following content: -
  - A listing of the safety elements conducted during the calendar year
  - Identification of the departments and functions reviewed
  - An update of DART's three-year ISR schedule
  - Findings of noncompliance and recommendations as applicable

During the audit process, each PTASP section being reviewed is analyzed via on-site interviews, visual observations, records reviews, inspections, measurements, testing, process reviews and documentation supporting compliance. TxDOT SSO requires several action items to be included in the annual review report noting departmental processes via a checklist to determine compliance with procedures and reporting requirements.



Findings and recommendations are summarized and submitted for approval to Agency Safety & Compliance in draft form. The report is reviewed, and modifications can be requested. If no modifications are necessary, the document goes back to the contractor for finalization. Once the Internal Safety Review is complete, a report is generated for DART's President & Chief Executive Officer's signature, which affirms the completion of Internal Audit Review for that calendar year. The report includes the status of current findings, recommendations, and CAPs.

The final report is also issued to Agency Safety & Compliance along with the findings which are disseminated to affected departments and to TxDOT SSO. If findings are a product of the safety review, then CAPs will be generated to mitigate these findings. Findings are tracked monthly via the CAP log until they can be verified as being fully implemented and effective. Evidence of completion of CAPs being closed is collected as a record and reported to the TxDOT SSO program. Recommendations are listed into the Hazard Identification Log at the discretion of the agency.

DART's Annual Internal Review process is subject to change as a result of changes made to the TxDOT SSO Program Standard.

### 3.5.3. Rules Compliance and Procedures Review

DART maintains Standard Operating Procedures (SOPs), work instructions, and rulebooks for the operation and maintenance of LRVs, buses, rights-of-way, and structures. Operating rules and procedures promote safe, efficient and timely transit operations. Rules compliance programs have been developed as structure for these initiatives.

#### Review of Rules and Procedures

Periodic reviews of established rules and procedures are conducted to evaluate their continued effectiveness. Safety audits the procedural documentation and is an active member on both the Bus and LRT Rules Committees, which review operations rules annually and incorporate related interim bulletins into their respective Rule Books. Operations rules for both rail and bus are subject to change and occur due to new regulations, technology changes, system expansion, new equipment, hazard identification, or other operating considerations. Both Rules Committees are responsible for:

- Reviewing Rules, SOPs and Work Instructions (WI) as needed. Changes are incorporated into rules' revisions and are recorded in Document Control. The new SOPs and WIs are available to all personnel.
- Issuing Notices to document temporary changes that will not become permanent. Bulletins document permanent changes that will be incorporated into the next edition of the Rule Book.



### 3.5.4. Process for Ensuring Rules Compliance

Transportation ensures rules compliance with operating rules, bulletins, and SOPs through efficiency testing. Efficiency testing is conducted monthly and assigned at the Sr. Manager level or their designees.

Transportation and Maintenance Senior Managers are responsible for assessing the effectiveness of supervision relating to the implementation of operating and maintenance rules. This function is carried out by ensuring checklists, assessments, and efficiency testing is conducted by supervisory staff, and by periodically observing supervisors as they carry these tasks.” This assignment is routed to Rail Operations and Maintenance supervisory personnel. Rail Operations testing is administered to rail operators and to TCC personnel.

Efficiency testing of maintenance personnel is also a vital component of rules compliance evaluation. Maintenance testing assigns a workflow number to each individual assessment being administered following Efficiency Testing procedure as included in **Appendix M**. Upon completion, the evaluation results are updated in the workflow and reassigned back to the Sr. Manager for conformation of completion and review. The assessment results are documented in the workflow as to specifics of purpose, criteria, results, remarks, and action items, if required. If the evaluation includes deficiencies, action items or elements for hazard mitigation, appropriate measures are initiated. Identified hazards are documented via workflow to Agency Safety & Compliance and the Hazard Identification protocol, if mitigation is unlikely at the Sr. Manager level.

Efficiency Testing results for Field Operations are captured via spreadsheet containing relevant data that can be sorted by occurrence, location, or rule compliance observation. Data from TCC testing are logged via an Efficiency Test Form which highlights the test being performed, personnel information, and rules assessment identification.

### 3.5.5. Safety Culture Assessment

Safety culture is part of an organization’s overall leadership capability and has been defined as “the collection of beliefs, perceptions and values that employees share in relation to risks within an organization, such as a workplace or community.”<sup>1</sup> The overall goal of a Safety Culture Assessment is to provide a mechanism for DART employees to identify their safety concerns, become engaged, and to ultimately provide DART management with assistance and guidance in developing programs to foster desirable safety behaviors and attitudes. Engagement with employees is the best indicator and will help to determine how they perceive safety within the DART organization.

<sup>1</sup> Cox, S. & Cox, T. (1991) The structure of employee attitudes to safety - a European example Work and Stress, 5, 93 - 106



The Safety Culture assessment can be captured in two (2) distinct ways:

- Annual formal surveys.
- Informal discussions ongoing throughout the year, led by department heads and the Agency Safety & Compliance team members.

As an **Annual Formal Survey**, DART will utilize an online survey tool to assist in distributing the Safety Culture Assessment to as many employees as possible.

Upon completion of the online survey the results and any subsequent comments will be compiled into an overall report. The initial survey will help to establish a baseline for the DART organization with subsequent surveys used to determine the effectiveness of the DART SMS and to identify any new trends or activities.

Informal Discussions will be conducted by DART Management and Safety staff through continuous engagement with employees and will use these encounters to help assess the current safety culture and concerns from the employees. These encounters can be one-on-one or through committees such as the departmental safety committee or joint labor-management committees.

Significant information that is gathered from these discussions should be communicated to DART Agency Safety & Compliance for inclusion to the DART if required in safety data in order to assist with identification of trends or a precursor to a more serious incident.

### **3.6. Safety Performance Assessment**

An internal safety performance assessment, overseen by Agency Safety & Compliance, is to measure the effectiveness of adherence with the PTASP and SSO Program Standard requirements. The primary objective of the internal safety performance assessment is to determine if the processes, procedures, and policies that have been developed through the PTASP are being implemented throughout the DART Organization. Further, the assessment seeks to determine the effectiveness of the requirements set forth in the PTASP and identifies whether changes in process, procedures, and/or methods are needed. Annually, the internal safety performance assessment is completed to:

- Ensure safety observations are conducted by supervisory or safety staff during system maintenance, operation, and modification.
- Identify hazards or deficiencies and assess for mitigations to resolve the hazard or develop a Corrective Action Plan.
- Review and evaluate recommended corrective action plans to ensure the responsible department(s) has implemented the corrective action plan(s), document report milestones and identify the targeted completion date.
- Review and evaluate compliance with the PTASP safety objectives statement.
- Review and evaluate that PTASP goals and objectives are aligned and consistent with the DART management goals and objectives.
- Review the DART management structure to assure that the most current is included in the PTASP.



## Public Transportation Agency Safety Plan (PTASP) – Rev.6

- Review and evaluate the DART SMS implementation program to assure that all are being completed in an appropriate and timely manner.
- Review and evaluate the SRM program to determine and assure that the processes are being implemented across the DART organization and are effective.
- Review and evaluate Employee safety reporting program to assure the effectiveness of the process by monitoring the Hazard ID Log, and anonymous reporting.
- Review and evaluate the management of change and system modification processes to assure that safety concerns and hazards are being identified, reviewed and mitigated (as needed) and that Agency Safety & Compliance assess all reviews.
- Review and evaluate the DART safety certification program to assure its implementation and use for all capital projects.
- Review and evaluate the processes being used to collect and analyze safety data and how those trends are developed and reported.
- Review and evaluate safety events, to include the reporting and investigation process in addition to any investigation findings that are associated with the event.
- Review and evaluate emergency plans and procedures. Ensure plans are updated, and that coordination is conducted with internal departments and external agencies.
- Review and evaluate the internal safety review process to assure that all SMS components are reviewed.
- Review and evaluate the facility and equipment inspections to ensure that these are being completed within at the prescribed timelines.
- Review and evaluate the maintenance records to ensure proper inspections are completed based on the identified maintenance cycles.
- Review and evaluate DART training programs to ensure that required training is being completed for all safety sensitive employees.
- Review and evaluate the DART configuration management program to ensure additional hazards are not being introduced through collaboration with management of change.
- Review and evaluate the DART hazardous material program to ensure implementation and compliance with current codes.
- Review and evaluate the DART drug and alcohol program to ensure implementation in accordance with current FTA regulations.
- Review and evaluate the DART procurement procedures to ensure safety is integrated into the procurement processes verifying that goods and services acquired are aligned with the agency safety standards and procedures and unsafe equipment and materials are not introduced into the agency.
- Ensure compliance with operating rules, regulations, standards, codes and procedures.



## 4.0. SAFETY PROMOTION

The purpose of DART's comprehensive safety training program is to ensure that employees, contractors, and external stakeholders (i.e., first responders) are properly equipped with the necessary knowledge and skills required to work safely while in DART's operations and facilities, and on DART properties.

DART realizes that there are a multitude of ways to promote safety throughout the organization and more importantly, throughout the community that it serves. Ongoing promotion of safety not only increases awareness but helps to foster a more conducive environment where employees and the general public feel safer and more secure.

As part of its Safety Promotion implementation plan, DART will review and consider the following ways of promoting safety:

- Use of social media platforms to send out safety alerts and proactive safety tips.
- Use of DART InfoStation, bulletin boards and work area common spaces to post safety information and alerts.
- Establishing periodic notice, for employees as a reminder of how to work and think about safety.
- Prior to each shift DART maintenance will conduct toolbox talks with employees regarding occupational safety rules.
- Development of a safety performance and recognition system that will allow DART to demonstrate employees' use of and implementation of safe work practices.
- Designating June as the agency's safety month, educating and recognizing employees for their safety achievements.



## 4.1. General Safety Training and Competencies

The DART Agency Safety & Compliance Safety Training Division provides safety-specific training for DART operations. Safety rules and techniques are integrated into the task-specific training associated with each departmental discipline.

Agency Safety & Compliance also conducts safety training for external stakeholders and contractors. All Safety training includes the conveyance of information related to hazards, safety risks, and employee/stakeholder role and responsibilities to work safely and report safety concerns immediately.

DART Rail Operation Training staff conduct task specific training related to Rail Operations. This training includes operator certification training.

The DART Maintenance Employee Training Program includes a comprehensive set of Scheduled Required Courses and Non-Scheduled Required Courses. These training courses are included in each maintenance employee's "Career Plan", inclusive of specific maintenance craft/specialty areas. Career Plans include maintenance employee upgrade requirements which detail the required training courses to permit maintenance employees to progress through the maintenance classifications. The Career Plans for maintenance employee progression are included in **Appendix N**.

### 4.1.1. DART Training

Agency Safety & Compliance Training includes:

- **Rail Transit Roadway Worker Protection (RTRWP)** is training course for DART employees and contractors who work on the light rail right-of-way or yard must complete a mandatory Rail Transit Roadway Worker Protection (RTRWP) training course. A refresher training course is required annually. DART has identified that RTRWP training course as the Public Transportation Safety Certification Training Program (PTSCTP) refresher training for staff and contractors the agency has designated as PTSCTP participants.
- **Operation Lifesaver** is a course which helps reduce the number of light rail vehicle collisions with rubber-tired vehicles, pedestrians, and trespassers and is taught by DART employees to the public. The goal of this training is to educate the public to the hazards associated with an active rail system which will ultimately reduce deaths and injuries.
- **Quarterly Safety Training** is conducted by DART Agency Safety & Compliance every quarter of each year and is mandatory for Transportation and Maintenance personnel. Agency Safety & Compliance determines the topics and curriculum based on current events, recurrent training required by law, or training required by changes in safety-related laws, regulations, guidelines, DART policy, SOPs, and work instructions. Training sessions are documented through participant sign in sheets.
- **De-escalation Training** This course is directed under The Bipartisan Infrastructure Law and requires maintenance personnel, operations personnel, and personnel directly responsible for safety to complete de-escalation training. This training course teaches our frontline employees about techniques to defuse stressful passenger situations and raise awareness of operator



assaults and to ensure their safety, as well as the safety of others. This training is required bi-annually.

- **Industrial Environmental and Health training** is conducted annually for compliance with Texas Commission on Environmental Quality (TCEQ), Texas Department of State Health Services (TDSHS), Environmental Protection Agency (EPA) regulations and Occupational Safety and Health Administration (OSHA) guidelines. Industrial Safety and Environmental staff are qualified to conduct this training.
  - Fall protection procedures
  - Blood-borne pathogens and biohazard clean up procedure
  - Fire and emergency evacuation safety practices
  - Hot work welding cutting and brazing safety procedures
  - Hazardous communication (HAZCOM) safety procedures
  - Electrical safe work practices
  - PPE safety procedures
  - Spill response safety procedures
- **Safety concern identification and reporting:** - DART utilizes a reporting program for employees via email, phone contact or direct contact to include anonymous reporting for issues that may affect their safety. These reporting options are discussed with employees during quarterly safety meetings and safety minute clinics.
- Awareness Training on the Effects and Consequences of Drug Use. All new employees must complete this training as part of DART onboarding requirements. The Omnibus Transportation Employee Testing Act of 1991 mandated the Secretary of Transportation to issue regulations to combat prohibited drug use and alcohol misuse in the transportation industry. FTA is the agency delegated with the authority and responsibility for implementing these rules for that portion of the transportation industry having to do with the provision of mass transportation services to the public. These rules are encompassed in 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations. This training meets the 60-minute training requirement of section 655.14(b)(1) for covered employees.
- Reasonable Suspicion Determination Training is provided to supervisors and other company officials authorized by DART to make reasonable suspicion testing determinations. This training satisfies the requirement of 49 CFR 655.14(b)(2), that authorized individuals shall receive at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Rail Operations training includes:

- **New operator certification and operator re-certification.** This class is designed to provide the initial training to new light rail vehicle operating employees. The re- certification is an annual re-familiarization and testing to ensure personnel remain fluent on operational practices and procedures.



- **High rail certification and re-certification.** This class is designed to provide the initial training for operation of work trains on DART's yard and mainline tracks. The recertification is an annual re-familiarization and testing to ensure personnel remain fluent on operational practices and procedures.
- **Collision Avoidance training** is provided to employees involved in preventable accidents or who have been identified as being high-risk operators. This includes post-incident and violation re-training. Safety notifies the employees management after a collision is classified as preventable. The Rail Operations Training Department conducts the training and maintains permanent records of the classes.
- **Defensive Driving training** is provided as required to DART employees, who operate DART vehicles, by qualified personnel identified by Agency Safety & Compliance Department.
- **Rail Operator training** is provided to DART employees seeking to become DART- certified LRV operators. The initial training is conducted over 14-weeks training period and includes both classroom and practical training experiences. All DART certified Operators are required to complete an annual 1-day (8 hours) re-certification class.
- **LRV Train Controller Training** is provided for all DART Controllers. Prior to this training, the employee must complete the DART LRV operator certification program. After completion of the operator certification, these employees must complete a 17- week controller training class to become certified as a Rail Operations Controller. Controllers must re-certify as a controller and rail operator on an annual basis.

Rail Maintenance training includes:

- **Maintenance Safety Training** is provided to maintenance employees by Agency Safety & Compliance to include one-hour quarterly meetings, Roadway Worker Protection training and review current SOPs and work instructions related to safety. Maintenance employees that are required to operate work trains on DART's track must also receive the high-rail certification class. In addition to the training they receive, each month shop supervisors will review and discuss one of the following topics:
  - Power industrial truck
  - Hearing conservation
  - Lockout/tagout safety procedures
  - Confined space safety practices

#### **4.1.2. External Stakeholders/First-Responder Training**

As detailed in DART's PTASP, Section IX and the DART Emergency Operations Plan (EOP), the Emergency Preparedness Manager works with Emergency Management Coordinators in member cities and counties to ensure there is a unified emergency response among DART's member cities. Coordination takes place through meetings, email, phone conferences or other means as determined by the Emergency Management Coordinators.

The DART Emergency Preparedness section maintains a Master Training and Exercise Plan that identifies agency and regional exercises by quarter. This plan is reviewed and updated annually.



System familiarization training is scheduled bi-annually for local fire departments. This training is also available out-of-cycle by request of any response organization.

#### 4.1.3. Training Records Review

Training records are requested and reviewed by Safety and auditors, both internal and external, to ensure training is consistent with governmental and DART policies, procedures, regulations, SOPs, and work instructions. Training records are reviewed on an annual basis by the responsible department. Reviews of training records are conducted by external auditors every three years and by DART Agency Safety & Compliance as needed. Safety training records are maintained by Agency Safety & Compliance and by the affected departments. SSO has the authority to review training records at will, any time without prior notice.

#### 4.1.4. Contractor Safety

- DART Contractors must adhere to all applicable safety training requirements based on the scope of their work and contract
- Detailed requirements for contractors' safety for DART Projects are addressed in DART's formal Construction Safety and Security Manual (CSSM), included as **Appendix O**.
- All personnel and contractors that conduct investigations on behalf of TxDOT shall be, at a minimum, be trained to perform their functions in accordance with the Public Transportation Safety Certification Training Program (PTSCTP). (and any DART training).

#### 4.1.5. Compliance with Local, State and Federal Requirements

Under FTA's 49 CFR 671 DART establishes the Rail Transit Roadway Worker Protection that outlines the safety standards for employees, contractors, and visitors performing duties in or adjacent to the right-of-way. DART employees and contractors must comply with the RTRWP and the DART Light Rail System Book of Operating Rules. The requirements of the RTRWP are designed to provide a safe work area free from the dangers of working in light rail system right-of-way or when fouling the track. The rules and procedures in the RTRWP govern Roadway Workers, train operators, Train Control Center personnel, and any other persons entering DART's right-of-way and is developed to be compatible with 49 CFR 214, subpart C, Roadway Worker Protection.

DART has implemented a 4-hour and 8-hour RTRWP training course that includes initial and annual re-qualification training. Proficiency in RTRWP requires completion of course requirements and passing the exit exam with a score of 80% or better. Employees that fail to meet the proficiency standard are allowed one (1) opportunity to retake the exam. If they do not successfully pass after retaking the exam, the person must retake the class.

RTRWP course content includes the following elements:

- Dangers on the roadway, including moving trains, traction power system, and known hazardous conditions




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- Tasks required of Roadway Workers to perform their duties successfully
- Skills and knowledge necessary to perform each task as assigned
- Standards for successful completion of initial and re-qualification training
- RTRWP rules and procedures
- Lessons learned from other rail transit agencies

DART has adopted a training curriculum to teach the skills and knowledge necessary to implement the awareness/tasks required by the Agency's Roadway Worker Protection regulations, policies and procedures.

The DART RTRWP program can be found in **Appendix P**.

#### **4.1.6. Hazardous and Regulated Materials Management and Training**

DART Maintenance, Procurement, Materials Management, Operational Safety and Environmental Compliance departments are responsible for management of hazardous and regulated materials. DART maintains SOPs, work instructions, regulatory permits and plans to manage DART's hazardous and regulated materials.

DART's SOPs provide instruction and guidance in how to handle hazardous and regulated materials. The primary SOPs are located in **Appendix Q**.

In compliance with 25 TAC § 295 Subchapter A, DART maintains a HAZCOM program and manages SDSs through a database located online at <https://dart.online-msds.com>. This website can be accessed from any DART computer or smart device with an internet connection.

Employee training is conducted to provide instruction regarding hazardous and regulated materials management. HAZCOM training is conducted by Agency Safety & Compliance, Industrial Safety Division which include Safety Data Sheet (SDS) information on material handling of each individual product used at DART facilities.

DART's Environmental Compliance Division facilitates training that includes storm water compliance, spill cleanup training, and petroleum management.

### **4.2. Safety Communication**

#### **4.2.1. Safety Action and Performance Communication**

DART's safety goals, objectives, and safety performance targets are detailed in the PTASP and communicated to employees and DART Leadership via Safety Committees, Leadership briefings, quarterly safety meetings, DART's intranet (InfoStation) and e-mail communications. This requirement ensures that all participants receive safety information timely.

Informal safety minute clinics are an impromptu group setting in common work areas that could have predetermined topics but encourage engagement from employees. Minute clinic topics can change based on employee concerns. Management and front- line employee interaction enhances the success of these informal gatherings. Electronic bulletin boards are located agency wide near common work areas and provide consistent and up-to-date agency information.



DART uses a hazard identification workflow system that reflects the consolidation of information in the Hazard Management Process (HMP). This workflow system, which also serves as a hazard tracking system, is maintained by the Director of Agency Safety & Compliance. The hazard identification workflow system contains all hazards identified through the various methods applied, and actions taken to mitigate the hazard by responsible parties. This information is communicated to all employees through multiple modes of communication. These modes of communication include DART's intranet (InfoStation) where identified hazards are located, toolbox talks which are daily briefings before works are performed in the shop area, electronic bulletin boards that are staged throughout all employee work areas, and operating clearance which are daily assignment for operators.

When identified hazards have been mitigated via the RSCJLM, communications to frontline employees will occur via DART's intranet (InfoStation) where identified hazards are located, toolbox talks which are daily briefings before works are performed in the shop area, electronic bulletin boards that are staged throughout all employee work areas, and operating clearance which are daily assignment for operators.

These partnerships between frontline workers and management ensure all parties affected by each hazard are a part of the decision-making process. Employees not on the safety committee will receive information about the hazards and subsequent mitigations by the above methods.

## Appendices



# Agenda Report

**Voting Requirements:  
Majority**

**DATE:** January 13, 2026

**SUBJECT:** Authorization to Delegate Contracting Officer Authority

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to delegate contracting officer authority to Contract Specialists Justin Norman and Gloire Emmarfils, Procurement Specialist Efriem Demeke, and Buyer Jane Zheng.

## FINANCIAL CONSIDERATIONS

- Delegation of contracting officer authority has no financial impact on DART.

## BUSINESS PURPOSE

- DART's enabling legislation and the DART Procurement Regulations authorize the DART Board and subsequently, with Board approval, the President & Chief Executive Officer (CEO) to delegate and designate persons with the power to contract for goods, construction, and services within budgeted amounts.
- Justin Norman and Gloire Emmarfils are Contract Specialists, Efriem Demeke is a Procurement Specialist, and Jane Zheng is a Buyer. In those capacities, they require appropriate levels of contracting officer authority to execute contracting actions in the discharge of their duties.
- Contracting officer limits are established by the President & CEO, consistent with Board policy.
- Approval of this item supports Agency Strategic Goal 2: Culture of Contribution — Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

## LEGAL CONSIDERATIONS

Section 452.108(b) of the Texas Transportation Code authorizes the Board of Directors to delegate the power to contract for construction, services, and property to a designated person, within budgeted amounts.

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Authorization to Delegate Contracting Officer Authority**

WHEREAS, Section 452.106(a)(2)(A) of the Texas Transportation Code authorizes the DART Board of Directors to adopt and enforce procurement procedures, guidelines, and rules covering the appointment of contracting officers; and

WHEREAS, Section 452.108(b) of the Texas Transportation Code authorizes the DART Board of Directors to delegate and designate persons with the authority to contract for construction, services, and property within budgeted amounts; and

WHEREAS, the DART Board of Directors has adopted Procurement Regulations that establish a system for the procurement, management, control, and disposal of property, services, and construction; and

WHEREAS, Section 2-201 of DART's Procurement Regulations authorizes the President & Chief Executive Officer, with the approval of the Board of Directors, to delegate to designated persons the authority to purchase certain property, services, or construction within budgeted amounts and as permitted by DART's Procurement Regulations and policies; and

WHEREAS, Justin Norman and Gloire Emmarfils are Contract Specialists, Efriem Demeke is a Procurement Specialist, and Jane Zheng is a Buyer, and they require contracting officer authority in the discharge of their duties; and

WHEREAS, delegation of contracting officer authority has no financial impact on DART.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to delegate contracting officer authority to Contract Specialists Justin Norman and Gloire Emmarfils, Procurement Specialist, Efriem Demeke and Buyer Jane Zheng.

## **Authorization to Delegate Contracting Officer Authority**

Prepared by: /s/ Jamie Adelman

Jamie Adelman  
Executive Vice President and  
Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Contract Award Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract for Leave of Absence Program Services

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a Leave of Absence Program Services contract in the total amount of \$11,581,086 to: 1) Sedgwick Claims Management Services, Inc., for Family Medical Leave Act (FMLA), Americans with Disabilities Act (ADA/ADAA), and Short-Term Disability (STD) program services for five years, for an amount not to exceed \$2,504,620 to include the execution of two one-year contract options to be approved upon satisfactory performance by Sedgwick and at the discretion of the President & Chief Executive Officer, or her designee [Contract No. C-2089496-01], and 2) American United Life Insurance Company, d/b/a OneAmerica, for Long-Term Disability Insurance (LTD) program services for five years, for an amount not to exceed \$9,076,466 with no renewable contract options [Contract No. C-2089496-02].

## FINANCIAL CONSIDERATIONS

- This contract for the administration of FMLA, ADA, STD, and LTD program services is included in the Finance Department's approved FY 2026 operating budget.
- Sufficient funding in the amount of \$11,581,086 is included in both the Finance Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- DART provides full benefits during an employee's leave of absence, including job-protected leave under FMLA, as well as ADA, short-term, and long-term disability coverage. The existing contract for administering those programs expires March 31, 2026.
- The FMLA is a Department of Labor entitlement that provides employees with up to 12 weeks of unpaid job-protected leave. Employees are eligible for FMLA if they have 1) worked for an employer for more than 12 months, 2) accumulated more than 1,250 work hours, and 3) a qualifying condition, such as a serious health condition.
- The ADA, the ADA Amendments Act, and the Pregnant Workers Fairness Act (PWFA) are also federally mandated programs that provide appropriate accommodations to disabled employees or those affected by pregnancy, childbirth, or related medical conditions. The ADA defines a disabled individual as a person 1) who has a physical or mental impairment that substantially

limits one or more major life activities, 2) with a history or record of such an impairment, or 3) who is perceived by others as having such an impairment.

- STD insurance provides wage replacement when an employee is sick or injured on non-occupational (personal) time. Employees are eligible for STD after 90 days of active service. Employees must use a percentage of their remaining personal time off (PTO) or sick leave before benefits begin (50% for salaried and 80% for hourly employees).
- LTD insurance provides wage replacement after the employee has exhausted STD benefits or if an employee on workers' compensation remains out of work for more than six months with no return-to-work date. Employees are eligible for LTD after 90 days of active service. Under this program, eligible employees are divided into Operators (including both bus and rail) and All Other Employees. Operators are eligible for LTD benefits for up to two years. All other employees are eligible for benefits until age 65 or retirement, whichever comes first.
- Approval of this contract supports Agency Strategic Goal 1: Empowered Agency – Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees; and Strategic Goal 2: Culture of Contribution – Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

## **PROCUREMENT CONSIDERATIONS**

- On July 16, 2025, a Request for Proposals (RFP) notification was sent to firms for the Leave of Absence Program Services.
- This will be Indefinite Delivery/Indefinite Quantity (ID/IQ) contract for a term of five years with two one-year options.
- The contract award analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was originally established in April 2025 at 15% M/WBE participation. A reanalysis was conducted in December 2025 and a Small Business goal was established at 15% SBE participation.
- Prime contractor Sedgwick Claims Management Services, Inc. has committed to exceed the goal. Prime contractor OneAmerica has no direct participation.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractors' actual EEO-1 reports are available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provisions of goods and services.

**Dallas Area Rapid Transit Authority**  
**CONTRACT AWARD ANALYSIS**  
**(Request for Proposals)**  
**RFP NO. P-2089496**

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**Contract Information**

- A. Description:** Leave of Absence Programs Services for Short-Term Disability (STD), Family Medical Leave Act (FMLA), Long-Term Disability Insurance (LTD), and Americans with Disabilities Act (ADA)
- B. Contractor:** Sedgwick Claims Management Services, Inc. and OneAmerica
- C. Contract Number:** C-2089496-01 and C-2089496-02
- D. Contract Amount:** Not to exceed \$11,581,086
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity (ID/IQ)
- F. Performance Period/Term of Contract:** Five years from the date of the Notice to Proceed
- G. Options Available:** Two, one-year options
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

**Solicitation Information**

- A. Issue Date:** July 16, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** August 22, 2025 @ 2:00 P.M. (Central Time)
- D. Proposals Received:** Two
- E. Discussion of Proposal Evaluation Process:** The proposals were evaluated against following criteria by a Source Evaluation Committee (SEC) appointed to conduct proposals evaluations:

Qualification of the Firm or Past Performance	300 Maximum Points
Qualifications of the Staff or Project Personnel	200 Maximum Points
Work Plan Work Management or Project Approach	200 Maximum Points
Price	<u>300 Maximum Points</u>
<b>Total</b>	<b>1,000 Maximum Points</b>

- F. Discussion of Unacceptable Proposals:** N/A

- G. Proposal Scoring:**

Firm Name	Base Price	Option 1	Option 2	Base + Option Pricing	Price Points (Max Points 300)	Technical Points (Max Points 700)	Total Points	Rank
Sedgwick Claims Management Services, Inc & OneAmerica	\$10,839,857	\$366,945	\$374,284	\$11,581,086	300	621	921	1
ESIS & OneAmerica	\$11,122,874	\$428,712	\$443,712	\$11,995,298	199	540	739	2

**H. Negotiation Memorandum:** Available for review in the contract file.

**I. Cost & Price Analysis:** The price is fair and reasonable based on historical pricing, and comparison to the Independent Cost Estimate (ICE).

**J. Determination of Responsibility:**

**Bond Check:** N/A

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Yes

**On-Site Inspection:** N/A

**Arithmetic Check:** Yes

**Verification of Offer:** Yes

**Buy America Certification and/or Audit, if applicable:** N/A

**Debarred/Suspended list:** Not on the debarred /suspended list.

**K. Protests Received:** None

**L. Determinations Required:** Competitive Sealed Procurement, Non-responsive Proposals, Failure to furnish items or information required to be submitted with the proposal.

### **Determination and Recommendation**

Sedgwick Claims Management Services, Inc., and OneAmerica are responsible offerors that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

## Approval of Contract for Leave of Absence Program Services

### SBE Considerations

#### Sedgwick Claims Management Services, Inc.

The goal for this contract was originally established in April 2025 at 15% M/WBE participation. A reanalysis was conducted in December 2025 and a Small Business goal was established at 15% SBE participation. Sedgwick Claims Management Services, Inc., the prime contractor, has committed to exceed the goal with the following certified firm:

### SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Trinity Review Services, Inc.	Cedar Hill, TX	Black Male	Peer review, required medical examination scheduling and preparation, retrospective utilization review, designated doctor summary and form completion.	\$851,571	34.00%

**TOTAL SBE PARTICIPATION: \$851,571 34.00%\***

**NOTE:** The goal is based on the not to exceed amount of \$2,504,620. If there are any changes to this amount, the original goal shall still apply.

\*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

### OneAmerica

The goal for this contract was originally established in April 2025 at 15% M/WBE participation. A reanalysis was conducted in December 2025 and a Small Business goal was established at 15% SBE participation. OneAmerica, the prime contractor, has no direct participation.

**NOTE:** The goal is based on the not to exceed amount of \$9,076,466. If there are any changes to this amount, the original goal shall still apply.

\*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

**Summary of EEO-1 Reports**

Sedgwick Claims Management Services, Inc. is located in Memphis, TN and employs 23,372 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	305	921	660	28	4,432	6,346	<b>27.15%</b>
<b>FEMALES</b>	564	4,644	1,867	87	9,864	17,026	<b>72.85 %</b>
<b>TOTAL</b>	869	5,565	2,527	115	14,296	23,372	<b>100%</b>
<b>PERCENTAGE</b>	<b>3.72%</b>	<b>23.81%</b>	<b>10.81%</b>	<b>0.49%</b>	<b>61.17%</b>	<b>100%</b>	

OneAmerica is located in Indianapolis, IN and employs 1,629 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	48	48	26	2	548	672	<b>41.25%</b>
<b>FEMALES</b>	29	176	39	20	693	957	<b>58.75%</b>
<b>TOTAL</b>	77	224	65	22	1,241	1,629	<b>100%</b>
<b>PERCENTAGE</b>	<b>4.73%</b>	<b>13.75%</b>	<b>3.99%</b>	<b>1.35%</b>	<b>76.18%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract for Leave of Absence Program Services**

WHEREAS, DART offers Family Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), Short-Term Disability (STD), and Long-Term Disability (LTD) insurance as a benefit to employees to assist in resolving problems that can affect job performance; and

WHEREAS, a competitive sealed proposal procurement for a five-year contract with two one-year options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, sufficient funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations; and

WHEREAS, the President & Chief Executive Officer, or her designee, as authorized by the Dallas Area Rapid Transit Board of Directors through this resolution, is authorized to execute any available contract option years at her discretion, or that of her designee, in compliance with the DART Procurement Regulations section 3-611.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a Leave of Absence Program Services contract in the total amount of \$11,581,086 to:

Section 1: Sedgwick Claims Management Services, Inc., for Family Medical Leave Act (FMLA), Americans with Disabilities Act (ADA/ADAA), and Short-Term Disability (STD) program services for five years, for an amount not to exceed \$2,504,620, to include the execution of two one-year contract options to be approved upon satisfactory performance by Sedgwick and at the discretion of the President & Chief Executive Officer, or her designee [Contract No. C-2089496-01].

Section 2: American United Life Insurance Company, d/b/a OneAmerica, for Long-Term Disability Insurance (LTD) program services for five years, for an amount not to exceed \$9,076,466 with no renewable contract options [Contract No. C-2089496-02].

## **Approval of Contract for Leave of Absence Program Services**

Prepared by: /s/ Jamie Adelman

Jamie Adelman

Executive Vice President and

Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

**Voting Requirements:  
Majority**

**DATE:** January 13, 2026

**SUBJECT:** Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and Trinity Metro for GoPass® Application Licensing

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a second interlocal agreement (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Trinity Metro for licensing of the GoPass® mobile app for a base term of three years with two one-year options.

## FINANCIAL CONSIDERATIONS

- This ILA will generate revenue for DART in partnership with Kuba Denmark ApS (Kuba). DART has a contractual relationship with Kuba, and Kuba develops, maintains, and hosts the system and provides support services as defined in the Service Level Agreement (SLA).
- As detailed in the ILA, Trinity Metro's payments for GoPass licensing total approximately \$835,236 over five years, including \$644,500 in licensing fees and a 2% revenue share fee projected at about \$190,736. Per DART's agreement with Kuba, DART and Kuba will receive \$348,868 and \$486,368, respectively.

## BUSINESS PURPOSE

- GoPass is a nationally recognized mobile ticketing and scheduling application in use by 13 transit agencies across the U.S. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to product quality for DART riders.
- Trinity Metro entered an ILA with DART in 2020 for an initial term of three years with two one-year options.
- The initial term ended in August 2023, and the ILA was renewed for two successive one-year terms, the last of which expired in August 2025. This new ILA incorporates updated terms and pricing.
- The purpose of this agreement is to sub-license the GoPass platform to Trinity Metro as a tenant. The new ILA has a three-year term with two one-year options that are automatically exercised unless the ILA is otherwise terminated.
- The ILA also includes optional features and on-demand work that Trinity Metro may activate at any time within the term. DART will prorate any additional costs for those options to align with an annual billing schedule.

- Ongoing licensing and maintenance fees from Trinity Metro will support GoPass's continued operation by covering expenses incurred by DART, including hosting, maintenance, and SLA licensing costs.
- Approval of this item supports Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first-in-mind.

## **LEGAL CONSIDERATIONS**

Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, authorize DART to contract or agree with another local government to perform functions in which the contracting parties are mutually interested.

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and Trinity Metro for GoPass® Application Licensing**

WHEREAS, Dallas Area Rapid Transit (DART) has a contractual relationship with Kuba Denmark ApS, which develops, maintains, and hosts the system and provides support services as defined in the Service Level Agreement; and

WHEREAS, on January 14, 2020 (Resolution No. 200005), the Board authorized an interlocal agreement (ILA) with Trinity Metro to license the GoPass mobile app for an initial term of three years with two automatic one-year renewals; and

WHEREAS, the initial term ended in August 2023, and the ILA was renewed for two successive one-year terms, the last of which expired in August 2025; and

WHEREAS, DART and Trinity Metro have entered discussions for a new ILA to incorporate updated terms and pricing; and

WHEREAS, DART is authorized to enter this agreement through the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code; and

WHEREAS approval of this ILA for GoPass mobile app licensing will generate revenue for DART, including a one-time setup fee, annual fees for hosting and maintenance, a service level agreement, recurring credit card fees, and gateway interchange fees.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Trinity Metro for licensing of the GoPass® mobile app for a base term of three years with two one-year options.

**Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and Trinity Metro  
for GoPass® Application Licensing**

Prepared by: /s/ Jamie Adelman

Jamie Adelman  
Executive Vice President and  
Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee  
President & Chief Executive Officer

## INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE

This agreement ("Agreement") is between Fort Worth Transportation Authority (TRINITY METRO), located at (801 Grove St., Fort Worth, TX 76102) and Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Avenue, Dallas TX 75202 (each herein referred to as a "Party" and collectively referred to as the "Parties"). The Agreement governs TRINITY METRO's Use (defined below) of a certain mobile ticketing application, generally referred to as "GoPass®", limited as set forth herein.

**WHEREAS**, DART has a contractual relationship with Kuba ApS ("Kuba"). Kuba maintains, develops and hosts the System and provides support services as defined in the Service Level Agreement ("SLA"); and

**WHEREAS**, TRINITY METRO desires, under the terms of this Agreement to access and utilize the System; and

**WHEREAS**, DART and TRINITY METRO are authorized to enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. **DEFINITIONS.**

- a. "Acceptance", as used herein, means the act of an authorized representative of TRINITY METRO who approves specific services, as partial or complete performance of this Agreement.
- b. "App" or "Application" means the customer facing aspects of the System.
- c. "Back Office" means the portion of the System which administers and supports the Application.
- d. "Confidential Information" means all information relating to the System, including the results of any testing performed under this Agreement. Confidential Information is made up of proprietary and trade secret information.
- e. "Correction," as used herein, means the elimination of a defect.
- f. "Documentation" means the System technical manuals, training materials, specifications or other documentation applicable to the System software provided to TRINITY METRO by DART.
- g. "Licensor" means Kuba ApS. Kuba ApS may also be referred to as "Kuba" throughout this Agreement.
- h. "System" means the mobile ticketing application, the software, and the Back Office related to GoPass and any Upgrades made available hereunder to TRINITY METRO by DART.

- i. "Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies of the related software.
- j. "Use" or "Using" means to download, install, activate, access, or otherwise use the System.

2. **ACCEPTANCE OF TERMS.** By signing this Agreement, TRINITY METRO agrees to be bound by the terms of the Agreement. The undersigned signatories on behalf of TRINITY METRO and DART represent he or she has a signing authority. If the undersigned does not have such authority, TRINITY METRO may not Use the System provided by DART in any way, it may not be installed or downloaded, and it must be returned to DART in accordance with the notice provision here within three (3) days of the date TRINITY METRO received the software.

3. **LICENSE, CONDITIONS, AND OWNERSHIP.**

- a. Subject to payment of the License Fees (defined below) set forth in Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants TRINITY METRO a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for TRINITY METRO's internal operations, in accordance with the Documentation, and within TRINITY METRO's existing service area. TRINITY METRO is solely responsible for the consequences of TRINITY METRO's Use including, without limitation, obtaining any, and all permits, licenses and other regulatory or other approvals required for such Use. TRINITY METRO hereby accepts all responsibility for such Use at TRINITY METRO's sole risk. The System software provided to TRINITY METRO hereunder may contain open-source software, subject to separate license terms made available with the software or Documentation.
- b. TRINITY METRO's license is valid solely for the Term or period of time specified below in Section 14 hereof. TRINITY METRO's right to Use the System software begins on the date the software is made available to TRINITY METRO for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.
- c. TRINITY METRO is solely responsible for: (a) selecting the appropriate software and equipment for use in TRINITY METRO's operations; (b) properly installing and configuring any System software provided under this Agreement; (c) testing the Application to verify that, when used separately or as part of TRINITY METRO's operations, the Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets TRINITY METRO's requirements. TRINITY METRO assumes all risks arising from its evaluation of the System, related software and Documentation.
- d. The license granted hereunder is conditioned upon TRINITY METRO's payment to DART when due of the then-current one-time and recurring fees (individually, a "Fee" and collectively "Fees") as well as any other applicable fees (all Fees dues hereunder, collectively "License Fees") for the license granted herein, as set forth in Exhibit A.
- e. Upon termination of the SLA for the software provided, and in the absence of an

alternate written agreement for maintenance services for the software, this Agreement will automatically terminate, DART and its Licensor shall have no further obligation to deliver maintenance services, and TRINITY METRO shall have no further right to Use the System in any way. DART shall provide TRINITY METRO notice within 30 days prior to termination of the SLA. TRINITY METRO acknowledges that its Use of any System software not permitted hereunder violates the terms of this Agreement and is deemed to infringe the rights of DART, Licensor, and any third parties with rights in and to the System.

- f. DART and/or Licensor retain interests in all intellectual property rights in and to the System, including copies, improvements, enhancements, derivative works and modifications of the related software. TRINITY METRO's right to use such software is limited to those expressly granted by this Agreement. No other rights with respect to the System or any related intellectual property rights (including logos or marks) are granted or implied. TRINITY METRO hereby covenants that it will not challenge DART's or Kuba's rights to or ownership of the System (including derivatives and improvements), any DART, Kuba, or GoPass entity trade name, trademark, trade device, logo, symbol or code and the goodwill associated therewith, and related intellectual property rights, or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with DART's or Kuba's interests thereto or do or suffer to be done any other act or thing that might in any way impair the rights of DART or Kuba in and to any of the foregoing.
4. **INVOICES.** Invoices for License Fees shall be issued as provided in Exhibit A and payment is to be due thirty (30) days after the invoice date. All payments to DART shall be in U.S. dollars and in immediately available funds. Any failure to pay such invoices within ten (10) days of when due (subject to any legitimately disputed amount which may be temporarily withheld by TRINITY METRO for no more than thirty (30) days shall entitle DART to terminate the license granted hereunder and all rights to the System software provided and any other rights addressed or granted herein.
5. **LIMITATIONS AND RESTRICTIONS.** TRINITY METRO shall not and will not authorize a third party to:
  - a. transfer, sublicense, or assign TRINITY METRO's rights under this license to any other person or entity, unless expressly authorized by DART and Kuba in advance in writing;
  - b. modify, adapt or create derivative works of the System software or Documentation;
  - c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the System;
  - d. make the functionality of the System or System software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by DART and Kuba in advance in writing;
  - e. use System software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by DART and Kuba in advance in writing;

- f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or
- g. take or permit any act that would in any way impair the rights of DART and Kuba in the System.

## 6. **DART RESPONSIBILITIES.**

- a. **Communication.** DART shall identify a project representative to coordinate all communication with TRINITY METRO regarding this Agreement. TRINITY METRO shall not communicate with DART's licensors with regard to this Agreement or with regard to changes or additional features of the System, unless expressly agreed to in advance by DART. Notwithstanding the foregoing, reference is made to Exhibit C, attached hereto and incorporated herein for all purposes, which is executed by Kuba and which sets out services to be provided to TRINITY METRO by Kuba.
- b. **Tickets.** DART shall incorporate or cause to be incorporated, TRINITY METRO ticket types, pricing, logo and service marks into the App and make the TRINITY METRO tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to TRINITY METRO.
- c. **Refunds.** As part of resolving customer complaints, DART may make refunds to TRINITY METRO customers. Refunds shall only be made by DART for tickets that have not been activated and where the refund amount is \$15.00 or less. This amount may be changed by written agreement of the Parties and without the need to amend this Agreement. Any other refunds to TRINITY METRO customers shall require the approval of TRINITY METRO. Refunds by DART shall be processed electronically with TRINITY METRO funds accessed through the Back Office.
- d. **Back Office.** DART shall provide or cause to be provided to TRINITY METRO a portal to a portion of the Back Office to access TRINITY METRO data. TRINITY METRO data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.
- e. **App Stores.** DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary, at no charge to TRINITY METRO.
- f. DART will provide commercially reasonable efforts to: (a) cause the System to be delivered to TRINITY METRO without disruption to functionality, and (b) to cooperatively resolve any issues either or both Parties may have with Kuba or each other.

## 7. **TRINITY METRO RESPONSIBILITIES.**

- a. **Communication.** TRINITY METRO shall identify a project representative to coordinate all communication with DART regarding this Agreement.
- b. **Back Office.** To the extent currently available, and as may be further available during the Term of this Agreement, TRINITY METRO shall be responsible for modifying TRINITY METRO's user interfaces that are available for sale in the App using tools

available in the Back Office. It shall be TRINITY METRO's responsibility to ensure that the data entered is accurate, either by direct data entry when available to TRINITY METRO, or by consistent and diligent review when direct data entry is not available to TRINITY METRO. DART assumes no responsibility for the accuracy of TRINITY METRO's data.

- c. **Tickets.** Until TRINITY METRO has obtained direct access for data entry, TRINITY METRO shall provide information about the user interfaces (ticket type and price) that it desires to be made available through the App. TRINITY METRO shall notify DART in writing of changes in such information.

## 8. **WARRANTY.**

Kuba warrants that the System provided under this Agreement will be free from defects in workmanship and will conform to requirements of this Agreement. TRINITY METRO shall provide written notice to DART of any defect or nonconformance of the System to be addressed by Kuba. This notice shall state whether TRINITY METRO requests or requires Correction of such defect or shall indicate that TRINITY METRO does not require correction. If Kuba is required to correct or reperform, it shall be at no cost to TRINITY METRO and Correction provided by Kuba shall be subject to the terms of this Agreement to the same extent as work initially performed.

The System does not include fail-safe control functionality and is not designed, manufactured, intended, nor authorized to be used to provide fail safe functionality and is not licensed for use in the operation of transportation navigation systems, transportation communication systems, traffic control facilities or electrical facilities or for any other use in which the failure of the System, System software or any component thereof could lead to death, personal injury, physical, environmental, property or financial damage. The System software is provided "as is" and DART and Kuba expressly disclaims all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. DART and Kuba does not warrant that the System or System software will operate uninterrupted or error-free or that all errors will be corrected. DART and Kuba does not warrant that the System or system software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack.

9. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** In no event will DART and Lessor be liable for the following, regardless of the theory of liability, or whether arising out of the Use or inability to Use the System, System software, contract, warranty, tort (including negligence), product liability or: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. DART and Lessor also disclaims any and all responsibility for costs that may be incurred by TRINITY METRO resulting from downtime of the Payment Service Provider's services. Liability, if any, of DART, Lessor, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to TRINITY METRO, whether based in warranty, contract, tort (including any level of negligence), or any other theory, if available at all, shall not exceed the License Fees paid by TRINITY METRO to DART in the twelve (12) months preceding the claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law. DART in no way intends to

nor shall be deemed to herein or by performing hereunder to have waived any governmental immunity, defenses or limitations on liability available to DART under Texas or any other applicable law. TRINITY METRO HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EXHIBITS AND THE PRICES AND OTHER CHARGES CONTEMPLATED HEREIN, ARE BASED UPON THE LIMITED WARRANTY, LIMITATIONS OF LIABILITY, DISCLAIMERS AND INDEMNIFICATION PROVISIONS SET FORTH HEREIN, AND THAT DART WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OR GRANTED TRINITY METRO THE RIGHTS SET FORTH HEREIN IN THE ABSENCE OF ANY OF THESE PROTECTIONS AND PROVISIONS.

10. **UPGRADES AND ADDITIONAL COPIES OF SOFTWARE.**

Notwithstanding any other provision of this Agreement, TRINITY METRO is not permitted to use Upgrades unless TRINITY METRO, at the time of acquiring such Upgrade:

- a. already holds a valid license for the original version of the relevant System software, is in compliance with such license, and has paid DART the applicable License Fee for the Upgrade;
- b. limits TRINITY METRO's Use of Upgrades or copies to Use on devices TRINITY METRO owns or leases; and
- c. unless otherwise provided in the Documentation, makes and uses additional copies solely for backup purposes, and which backup is limited to archiving for restoration purposes.

11. **TOKEN SHARING AGREEMENT.** The Token Sharing Agreement governing certain payment procedures and protocols, attached hereto as Exhibit B, and incorporated herein for all purposes, will simultaneously be executed by the Parties upon execution of this Agreement.

12. **SERVICE LEVEL AGREEMENT.** Terms for the Service Level Agreement ("SLA") are included in Exhibit C. DART and Kuba have certain responsibilities for performing troubleshooting activities and support for TRINITY METRO as detailed in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Notwithstanding the foregoing, certain service incidents shall also be reported to DART as set out in Exhibit C.

13. **AUDIT.** During the Term hereof and for a period of three (3) years after its expiration or termination, TRINITY METRO will take reasonable steps to maintain complete and accurate records of TRINITY METRO's use of the System and System software sufficient to verify compliance with this Agreement. Within a reasonable period following a written request from DART, not more than once annually, TRINITY METRO will certify accurate counts regarding TRINITY METRO's Use of the System software. If the certified count discloses underpayment of License Fees, TRINITY METRO will promptly pay such License Fees to DART, plus an interest rate of five percent (5%) per annum on unpaid sums.

14. **TERM AND TERMINATION**. This Agreement shall commence on the date it is last executed by a Party and shall remain effective for three (3) years thereafter ("Initial Term"), unless earlier terminated as set forth herein. At the end of the Initial Term this Agreement will automatically renew for two (2) additional one (1) year terms (each a "Renewal Term") unless earlier terminated as set forth herein. Either Party may terminate this Agreement at any time by providing six (6) months advance written notice to the other Party. This Agreement will terminate at DART's discretion and upon written notice from DART if TRINITY METRO breaches its terms, or if TRINITY METRO fails to pay any portion of the License Fees as required herein and TRINITY METRO fails to cure that breach or non- payment within sixty (60) days of written notice of breach or non-payment. Upon termination of this Agreement and/or the license grant, TRINITY METRO shall cease Use of the System and shall destroy all copies of System software in TRINITY METRO's possession or control.

15. **TRANSFERABILITY**. This Agreement may not be assigned without the prior written consent of the other Party, which may be withheld for any reason. Notwithstanding the foregoing, either Party may transfer this Agreement, upon reasonable, and no less than thirty days, advance written notice to the other Party, to a wholly owned-subsidiary of the transferring Party; and DART may transfer this Agreement to a party approved by the DART Board of Directors.

TRINITY METRO may not transfer or assign these license rights to another person or entity without DART's advance written approval. Any attempted transfer or assignment in violation of the foregoing shall be void and of no effect.

16. **SURVIVAL**. Sections 3(f), 5, 8, 9, 10, 13, 15, 17, 18, 19, 20, 21, 22, and 23 shall survive termination or expiration of this Agreement.

17. **CONFIDENTIALITY**. Subject to applicable statutory requirements, including any legal requirements under the Texas Public Information Act and any other applicable open records requirements, each Party shall keep such Confidential Information provided by the other confidential and shall not use the Confidential Information for the benefit of any third party or in violation of the terms of this Agreement. Except as required by applicable law, TRINITY METRO shall not disclose such information to any other person or entity, except to employees who require access to such information in order to use the System as contemplated herein, and then only after obtaining an agreement from said employees to keep the Confidential Information confidential to the same extent as required herein. TRINITY METRO may only use the Confidential Information as necessary to exercise the rights expressly granted hereunder. Subject to applicable law, including applicable records retention requirements, upon expiration or termination of this License, Each Party shall destroy all Confidential Information learned or received from the other and provide written certification of same signed by an officer of that Party. Except when disclosure is required by law each Party shall be responsible for ensuring that any third party receiving Confidential Information from such Party shall comply with the confidentiality and non-disclosure terms herein and shall be responsible for any breach thereof by any third party. Any breach of the provisions of this Section is a breach of this Agreement and may cause irreparable harm to the non-breaching Party who shall be entitled to receive injunctive or equitable relief, in addition to all other available legal remedies.

18. **RELEASE**. TRINITY METRO hereby unconditionally and irrevocably releases and

discharges DART AND LICENSOR AND THEIR EMPLOYEES, DIRECTORS, CONTRACTORS, SUPPLIERS, AND LICENSORS (collectively, the "DART Parties") from any and all loss, claim, damage or other liability associated with, arising from or related to TRINITY METRO's evaluation, access, or Use of the System, System software or Documentation, and to the extent allowed by law, hereby agrees to indemnify, defend and hold DART and the DART Parties harmless against any such liability, including without limitation, any liability resulting from DART's negligence at any level.

19. **OTHER REMEDIES.** Nothing contained herein shall limit any remedies that either Party may have for default under this Agreement, nor relieve either Party of any of its obligations incurred prior or after to termination of this Agreement.
20. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement, will be governed, interpreted and construed in accordance with the laws of the State of Texas. Venue for any action brought in connection or related with this Agreement shall be only in Dallas County, Texas or the Federal District Court, Northern District of Texas, Dallas Division. By their signatures below, the Parties irrevocably submit themselves to exclusive jurisdiction as set forth herein.
21. **INTEGRATION AND SEVERABILITY.** If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, this Agreement constitutes the entire agreement between the Parties with respect to the license of the System to TRINITY METRO and any other related matter and supersedes any conflicting or additional terms contained in any other agreement, any request for proposal or other proposal, purchase order or elsewhere, all of which terms are excluded.
22. **REPRESENTATION BY COUNSEL.** Each Party to this Agreement acknowledges that such Party has: (a) read this Agreement in its entirety; (b) had full opportunity to review this Agreement; and (c) been (or had the opportunity to be) represented by competent counsel in connection with this Agreement, the negotiation of the terms and conditions set forth in this Agreement and the transactions contemplated by this Agreement. Accordingly, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. Any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived by TRINITY METRO.
23. **REGISTERED TRADEMARKS.** TRINITY METRO acknowledges that "DART", the DART logo and "GoPass" are trademarks or registered trademarks of DART and/or its affiliates in the U.S. and other countries. Third party trademarks mentioned are the property of their respective owners and no rights relative thereto are granted, unless specifically set forth herein.
24. **INDEPENDENT PARTIES.** The relationship described in this Agreement is contractual in nature between independent parties and is not to be construed to create a partnership, joint venture, joint enterprise or Trinity Metro relationship.
25. **NO THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights in a third party nor do the Parties intend to create any third-party beneficiaries.

26. **NOTICES.** Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the Party's address as set out below:

DART: Dallas Area Rapid Transit  
1401 Pacific Avenue  
Dallas, Texas 75202  
Attention: President & Chief Executive Officer

TRINITY METRO: Fort Worth Transportation  
Authority DBA Trinity Metro  
801 Grove St.  
Fort Worth, TX 76102

27. **COUNTERPARTS.** This Agreement may be entered into in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in multiple originals, effective as of the date last signed by a Party.

**DALLAS AREA RAPID TRANSIT**

By: \_\_\_\_\_  
Nadine S. Lee  
President & Chief Executive  
Officer

Date: \_\_\_\_\_

**FORT WORTH TRANSPORTATION  
AUTHORITY DBA TRINITY METRO**

By: \_\_\_\_\_  
Richard W. Andreski  
President & Chief Executive Officer

Date: \_\_\_\_\_

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Exhibits to Agreement. Exhibits B and C to be executed simultaneously with this Agreement.

Exhibit A      Pricing & Feature Scope

Exhibit B      Token Sharing Agreement

Exhibit C      Service Level Agreement

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## DART and TRINITY METRO ILA Agreement

### Exhibit A: Pricing & Feature Scope

## GoPass Application Services - Delivery

**Overview:** Setup, implementation, licensing, hosting, support and maintenance of TRINITY METRO instance within the GoPass application and all key features of the native GoPass application. One-time fees are to be incurred upon a payment milestone schedule in accordance with expected delivery dates for features. Operational fees and charges are to be paid on a recurring basis to commence on the date of signing of ILA between DART and TRINITY METRO.

### Setup and Implementation Fees

#### GoPass Tenant Application

##### -Setup and Implementation Fee

Activation: \$0

### Contractor Transactional Fees

#### Revenue Share Fee:

2% of App Revenue

Revenue Share is calculated and charged upon ticket purchases made in App and back office derived ticket purchases and issuances of passes.

### Operational Fees and Charges

#### Hosting Fees

Annual: \$48,000

Includes platform license, maintenance, hosting, support, and SLA fees. These rates are subject to an indefinite annual rate escalation of 3% per annum from the date of this summary commencing from base rate in 2025.

#### Credit Card Interchange Fees and Gateway Fees:

3% Surcharge

Credit card interchange fees and gateway fees will be incurred IF TRINITY METRO allows DART to process transactions on behalf of TRINITY METRO. If TRINITY METRO elects to contract with Bank of America directly, these fees will be directly incurred by TRINITY METRO.

### Optional Extension Years:

At the end of the Initial Term this Agreement will automatically renew for two (2) additional one (1) year terms (each a "Renewal Term") unless earlier terminated as set forth herein.

The following fees will apply at the same rates as the base contract for optional extension years:

<b>Contractor Transactional Fees:</b>	<b>2% of App Revenue</b>
<b>Hosting Fees:</b>	<b>Annual: \$48,000</b>
<b>Credit Card Interchange Fees and Gateway Fees:</b>	<b>3% Surcharge</b>

Credit card interchange fees and gateway fees will be incurred IF TRINITY METRO allows DART to process transactions on behalf of TRINITY METRO. If TRINITY METRO elects to contract with Bank of America directly, these fees will be directly incurred by TRINITY METRO.

If TRINITY METRO has elected for any Optional Features with recurring fees, these fees will also still apply during option year periods, should those optional years be elected.

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## Standard Features Included

- Trip Planning – Live Journeys, Routes, Stops
- Buy Passes – Area & Ticket type Fare Structure
- GoPass Wallet
- Rider Service Alerts & Pop-up Messaging
- Affiliate Partner Program - Standard
- Events & Points of Interest – Standard
- Cash-to-Mobile
- GoPass Back Office

These features are included as Standard within TRINITY METRO GoPass instance as described in the pricing summary sheet.

## Optional Features & On-Demand Work

### Requested Features

All optional features listed below were requested and acknowledged by TRINITY METRO in the pricing summary sheet, and may be optionally activated at a time of TRINITY METRO's choosing. We will pro-rate the first year's 'Annual' fees to align the ongoing billing sequence to the annual billing of mandatory licensing fees.

### Microtransit Integration

Activation Fee & Setup of Zones  
Maintenance Cost for Service Integration

**Activation: \$0**  
**Annual: \$15,000**

The fee for activation and setup of zones assumes configuration of a standard on-demand solution with Spare, Via Transportation, or RideCo, utilizing the functionalities already available in the platform and without the need for any extra development. The price includes up to 50 hours of configuration work.

### Paratransit Integration

One-time, Shared Development Fee  
Activation Fee & Setup of Zones  
Maintenance Cost for Service Integration

**Development: \$40,000**  
**Activation: \$20,000**  
**Annual: \$20,000**

Currently available with RideCo. & Spare. Via is under consideration by existing partner agencies.

### Premium SLA Enhanced Support

**Activation: \$0**  
**Annual: \$0**

### Affiliate Partner Program – Self-Enrollment

One-time, Shared Development Fee

**Development: \$10,000**  
**Activation: \$0**  
**Annual: \$8,700**

### Elerts See Say Something SDK Integration

**Activation: \$0**  
**Annual: \$1,200**

### Trip Planner Website Tool Only

**Activation: \$0**  
**Annual: \$10,000**

### Genfare Barcode Integration

**Activation: \$0**  
**Annual: \$12,000**

**Options Subtotal: \$136,900**  
**Setup & Hosting Subtotal: \$48,000**  
**Revenue Share: 2%**  
**Year 1 Total: \$184,900**

### Available Features

All optional features listed below are available to TRINITY METRO and may be optionally activated at a time of TRINITY METRO's choosing. We will pro-rate the first year's 'Annual' fees to align the ongoing billing sequence to the annual billing of mandatory licensing fees.

### Light OnDemand Integration

**Activation: \$4,500**  
**Annual: \$4,500**

The Fee for Activation and Setup of Zones assumes configuration of a light-OnDemand solution with Circuit or similar service, utilizing the functionalities already available in the platform

### Ticketing Website Tool Only

**Activation: \$12,000**  
**Annual: \$16,000**

### Trip Planner + Ticketing Website Tools

**Activation: \$16,000**  
**Annual: \$24,000**

### Additional Language Translations

**Activation: \$7,200**

**Vehicle Occupancy**

**Activation: \$14,400**

**Extra GTFS, GBFS Feed**

**Activation: \$3,600**

**Events w/ 3<sup>rd</sup> Party Ticket Sales**

One-time, Shared Development Fee

**Development: \$5,000**  
**Activation: \$0**  
**Annual: \$3,000**

**Additional Work Fees on On-Demand Basis**

Should TRINITY METRO require additional development in support of their objectives, this work can be obtained from Kuba with DART's permission and coordination at the following rates. These rates are subject to an indefinite annual rate escalation of 3% per annum from date of this agreement commencing from base rate in 2025:

**Vendor Hourly Rate**

**Hourly: \$200**

Includes services such as: Testing, Program Management, Training Development, Project Management, Field Technician Services, Software and System Engineering, and Project Engineering.

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## TRINITY METRO ILA Agreement – Exhibit B – TRINITY METRO Token Sharing Agreement

This agreement ("Agreement") is between the TRINITY METRO (TRINITY METRO), located at ADDRESS and Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas TX 75202 (each referred to as a "Party" and collectively referred to as the "Parties"). The Agreement governs the TRINITY METRO's public transportation provider, TRINITY METRO, Use (defined below) of a certain mobile ticketing application, generally referred to as "GoPass®", limited as set forth herein

**WHEREAS**, the Parties have entered into an Interlocal Agreement dated simultaneously herewith to provide mobile ticketing services in order to allow TRINITY METRO to access and utilize GoPass mobile ticketing products; and

**WHEREAS**, to facilitate payment processing, the Parties desire to enter into this Agreement regarding certain data sharing.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

### 1.00 DEFINITIONS

- 1.01. "Token" means unique identification symbols that identify a credit card number of a User (defined below).
- 1.02. "Service Provider" means a third party engaged by DART or a contractor of DART to convert credit card numbers of Users to encrypted digital representations ("Tokens").
- 1.03. "User" means a customer of one of the Parties that purchases a product or services from that Party on the mobile ticketing platform.
- 1.04. "Kuba" means Kuba ApS.,

### 2.00 SHARING OF TOKENS

- 2.01. When a User registers itself with one of the Parties on the mobile ticketing platform the User registers a credit card. The credit card information will be sent to a service provider who will provide with a Token to be used for future transactions with the User.
- 2.02. A Token may be shared between Parties or with Kuba or another contractor of DART.
- 2.03. The Parties will not receive any payment for sharing Tokens.

### 3.00 RIGHTS IN DATA

- 3.01. This Token Sharing Agreement ("Agreement") shall not be deemed in any way grant to any Party any property or other rights to any Token that was received or shared by that Party with the other Party or with a third party.

3.02. Upon termination of this Agreement, the Parties shall delete any and all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose.

#### **4.00 TERM, WITHDRAWAL AND TERMINATION**

This Agreement shall be effective as of the date last signed by a Party and shall remain effective for the duration of and be conterminous with the Interlocal Agreement between DART and TRINITY METRO dated of even date herewith (the "ILA") governing the use of GoPass

#### **5.00 MISCELLANEOUS PROVISIONS**

5.01. Liability. It is understood and agreed between the Parties that each Party shall be responsible for its own acts of negligence in connection with this Agreement and neither Party shall be responsible to another Party for any negligent act or omission in connection with this Agreement. If injury, financial, or property damage results from the joint or concurrent negligence of any of the Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available, including governmental immunity. No provision herein shall be deemed a waiver of any defense by any Party.

5.02. Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or Trinity Metro relationship between the Parties. No Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

5.03. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the Party being asked to consent.

5.04. Amendments to Agreement. No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto.

5.05. Severability. If any provision of this Agreement is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein. The illegal, unenforceable or invalid provision will be deemed stricken and deleted from this Agreement, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

5.06. Choice of Laws and Venue. This Agreement shall be governed by Texas law and exclusive venue shall be in Dallas County, Texas.

5.07. Counterparts. This Agreement may be executed in multiple counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.08. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of

time following the termination of this Agreement, shall survive termination.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

**DALLAS AREA RAPID TRANSIT**

By: \_\_\_\_\_

**Nadine S. Lee  
President & Chief Executive  
Officer**

Date: \_\_\_\_\_

**FORT WORTH TRANSPORTATION  
AUTHORITY DBA TRINITY METRO**

By: \_\_\_\_\_

**Richard W. Andreski  
President & Chief Executive Officer**

Date: \_\_\_\_\_

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## TRINITY METRO ILA Agreement – Exhibit C – Service Level Agreement

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## 1.00 PURPOSE

This document represents a Service Level Agreement ("SLA") between a legal entity of the Kuba Group ("Kuba"), Dallas Area Rapid Transit ("DART") and TRINITY METRO for IT services required to support and sustain the System as provided to TRINITY METRO.

DART and Kuba are collectively referred to as "Vendor" in this SLA.

Kuba is solely responsible for GoPass service availability and for any availability penalties in accordance with Table 4.

DART's responsibility under this SLA is limited to assistance in Technical Support and remediation of incidents reported to DART within DART business hours. Any and all other obligations and liabilities under this SLA are obligations of Kuba.

This Agreement remains in effect until superseded by a revised agreement mutually endorsed by Kuba, DART and TRINITY METRO or terminated as set forth herein. This Agreement is coterminous with the Interlocal/Sublicensing Agreement (the "ILA") between DART and TRINITY METRO dated of even date herewith.

## 2.00 SERVICE LEVELS

Kuba offers two (2) service levels as specified below. For the avoidance of doubt all times referred to in this SLA are cited as CST/CDT (US Central Standard Time/US Central Daylight Time), whichever one is applicable for TRINITY METRO from time to time, unless otherwise specified.

*Table 1 Service Levels*

Service Levels	Description
<b>Standard</b>	Access to Vendor's technical support services within Vendor's business hours.
<b>Premium</b>	Same as <i>Standard</i> plus additional access to server duty 24 hours a day, 7 days a week, 365 days a year in case of P1 Events*

\* As defined in Tables 5a to 5c below.

TRINITY METRO will be provided "Premium" service level as reflected in Exhibit A. Vendor's business hours are 09.00-17.00 Monday-Friday (CST/CDT), excluding US public holidays and December 24 and December 31. Business days are Monday-Friday, excluding US public holidays and 12/24 and 12/31.

## 3.00 HOSTED BACK END SERVICE AVAILABILITY

Availability of the hosted services is measured on a quarterly basis, recognized as 1st quarter (January through March), 2nd quarter (April through June), 3rd quarter (July through September) and 4th quarter (October through December) of the calendar year.

*Table 2 Uptime*

Service Level	Agreed Availability	Period
Standard	≥ 99,50%	Per quarter
Premium	≥ 99,90%	Per quarter

#### *Availability Calculation*

Service Availability is measured in percentages and calculated as follows:

$$\text{Service Availability (\%)} = \frac{\text{Agreed Service Time} - \text{Downtime}}{\text{Agreed Service Time}} \times 100$$

**Agreed Service Time** herein means 24 hours a day, 7 days a week, 365 days a year. For example, 2nd quarter has an Agreed Service Time of 2,184 hours.

**Downtime** is defined as the percentage of time for which the hosted business critical service(s) is/are down. All types of breakdown/incidents, irrespective of reason, caused by payment providers, telecoms operators, telecoms companies, energy supply companies and any third party services are not considered as "Downtime" as defined herein. Service windows announced in accordance with the SLA are not considered Downtime. Any downtime caused by TRINITY METRO that affects the software and the systems without Kuba's prior approval is not considered Downtime.

### 3.1 SERVICE WINDOWS

Service windows related to necessary system changes and maintenance will be made outside normal working hours as set forth in Table 3. Kuba reserves the right to extend the service windows for Premium level (01.00-05.00) if server/networks installations and system restructuring are required. A temporary extension of hours will not be considered downtime.

Table 3 Service Windows

Service Level	Service Windows
Standard	18.00 – 08.00 (Business Days)
	22.00 – 06.00 (one day a week)
Premium*	02.00 – 04.00 (one day a week)

\*For Premium level: All regular and extended service windows are notified by Kuba email. All regular service windows are notified one day in advance and extended service windows (01.00-05.00) are notified one week in advance.

### 3.2 AVAILABILITY PENALTY

If system availability fails to comply with the applicable service level, TRINITY METRO will be compensated by Kuba as set forth in Table 4. This compensation will appear in the monthly invoice to TRINITY METRO.

Table 4 Availability penalty

Service Level	Availability Penalty
<b>Standard</b>	“Compensation value”: None
<b>Premium</b>	“Compensation value”: 10% of the monthly fixed SLA Charge for each absolute percentage discrepancy (However, no more than 50% of the monthly SLA fee)

Penalties cannot co-exist. Only the penalty with the highest compensation value will apply. The compensation value will be provided as a service credit.

#### 4.00 INCIDENT MANAGEMENT

DART and Kuba will remedy reported incidents in accordance with the guidelines set forth in this SLA agreement.

**P1 incidents within DART business hours:** Within DART business hours, all P1 incidents must be reported to DART as set forth below:

email to [GOPASS@dart.org](mailto:GOPASS@dart.org)  
Phone to 214-907-3905

**P1 incidents outside DART business hours:** Outside DART business hours, all P1 incidents must be reported by phone as set forth below:

phone to +1-855-631-8909

**P2-P4 incidents (DART business hours only):** All P2-P4 incidents must be reported as set forth below:

email to [GOPASS@dart.org](mailto:GOPASS@dart.org)      Phone to 214-907-3905

Incidents are categorized in accordance with the following Tables 5a, 5b and 5c.

Table 5a Incident severity definitions

Severity category	Description
<b>Critical</b>	<ul style="list-style-type: none"> <li>Complete loss of service or functionality with critical impact to business services, i.e. significant loss of revenue, customer service, production, corporate reputation or financial control</li> </ul>

Severity category	Description

<b>High</b>	<ul style="list-style-type: none"> <li>Loss of service or functionality, which will degrade parts of the business services. Instability, large delays and periodic influences of the user experience.</li> </ul>
<b>Normal</b>	<ul style="list-style-type: none"> <li>Service partly degraded or parts of the Customer's whole service not available.</li> </ul>

Table 5a Incident severity definitions (continued)

Severity category	Description
<b>Low</b>	<ul style="list-style-type: none"> <li>Issues in a redundant element or incidents not critical for the business services.</li> </ul>

Table 5b Incident impact definitions

Impact category	Description
<b>Extensive</b>	All end-users affected
<b>Significant</b>	A large number of end-users affected (more than 25% of end users)
<b>Limited</b>	A limited group of end-users affected (more than 5% and lower than 25% of end users)
<b>Local</b>	Very few or only one end-user affected

Table 5c Incident priority definitions

Impact category	Severity category			
	Critical	High	Normal	Low
<b>Extensive</b>	P1	P1	P2	P4
<b>Significant</b>	P1	P2	P3	P4
<b>Limited</b>	P2	P3	P3	P4
<b>Local</b>	P3	P3	P4	P4

#### 4.1 INCIDENT REACTION TIMES

Troubleshooting begins as stated in Table 6a and 6b:

*Table 6a Time specification for troubleshooting of incidents related to the hosted backend system*

Incident category	Initiated troubleshooting
P1	Within 2 hours
P2	Within 4 business hours
P3	Within 2 business days
P4	Within 4 business days

*Table 6b Time specification for troubleshooting of incidents related to the end-user client app*

Incident category	Initiated troubleshooting
P1	Within 2 business hours
P2	Within 8 business hours
P3	Next (non-started) app release or max 90 calendar days unless otherwise agreed
P4	Will be monitored and recurring cases will be investigated in next (non-started) app release or within 180 calendar days unless otherwise are agreed

#### 4.2 END-USER CLIENT APP BUGS

Vendor is not obligated to fix bugs on devices not running the latest OS release or the two (2) latest, major releases. Nor is Vendor obligated to fix bugs for client apps not using the latest app version. Troubleshooting will take place within the timeframes stated in Table 6. The reaction time is calculated from the time the incident is reported by e-mail until the first reply has been made to the Customer by e-mail or phone.

*Table 7 Troubleshooting service level windows vs. incident categories*

		Severity Category			
Service Level	System	Critical	High	Medium	Low
Standard	Backend system and end-user client app	Vendor Business Hours	Vendor Business Hours	Vendor Business Hours	Vendor Business Hours
Premium	Backend system and end-user client app	24 hours a day, 7 days a week, 365 days a year	Same as Standard		

## 5.00 TECHNICAL SUPPORT ENQUIRIES

In addition to reporting incidents and bugs as per above, TRINITY METRO may make a number of cost-free support inquiries to DART (questions or requests for assistance per month), as set forth below.

Support inquiries shall be made by email to [GOPASS@dart.org](mailto:GOPASS@dart.org)

*Table 8 Technical support enquiries*

Service Level	Technical support inquiries
<b>Standard</b>	4 support inquiries within business hours per month
<b>Premium</b>	12 support inquiries within business hours per month

Assistance over and above the amount in Table 8 will be invoiced in accordance with the support rates per initiated hour specified in Pricing Exhibit within the ILA. TRINITY METRO will not be invoiced for any time spent unless TRINITY METRO has been informed in advance.

## 6.00 REPORTING

For Premium level, TRINITY METRO shall receive reports on a quarterly basis, recognized as 1st quarter, 2nd quarter, 3rd quarter and 4th quarter of the calendar year the following month.

The report is based on data from the internal monitoring systems and other internal data sources.

The report includes the following data:

- 6.1. Service availability
- 6.2. Overview of bug reports and inquiries processed in DART's service desk with open and closed status

If any P1 incidents occurs, an incident report will by request be created to TRINITY METRO including affected services, root cause description and corrective actions.

## 7.00 HOSTING

To ensure all data is stored and processed in the US as well as to ensure a flexible and scalable solution for future growth, the backend services are located in Public Cloud environment at Amazon Web Service in USA.

Kuba may decide to use a variety of services from our Public cloud provider to accommodate the agreed uptime and security level and data protection.

Both Kuba's Production and Staging environment will be located at the public cloud environment. Other environments, e.g. test setup, may be located at Kuba's Public cloud environment in Europe. No person related data will be transferred to these environments. Only some maintenance and administration tools may be used from our Private cloud environment in EU.

## **8.00 LIMITATION AND EXCLUSIONS OF LIABILITY**

Liability, if any, of DART and/or Kuba, and/or their affiliates, officers, directors, employees, agents, suppliers, to TRINITY METRO, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the License Fees paid by TRINITY METRO to DART in the twelve (12) months preceding any such claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

## **9.00 CUSTOMER'S SECURITY OBLIGATIONS**

TRINITY METRO's conduct may affect the operation of the systems. In order to guard against unauthorized access to the TRINITY METRO's information and operation, services are protected by an access control function. This is predominately based on the use of a user ID and associated passwords where the passwords are known only by the user. A prerequisite for this protection to be effective is that, TRINITY METRO contributes to maintaining this. All parties to include Kuba, DART and TRINITY METRO undertake to inform one another of any irregularities of which they may become aware concerning data security, including any attempts to misuse or ascertained misuse of user ID and/or passwords.

TRINITY METRO and DART are obliged to follow all third-party safety precautions and rules, preconditioned that the TRINITY METRO is or should be familiar with the fact that third party components or services are used by the system. TRINITY METRO is required to follow obligations under Texas and Federal law with respect to PII and sensitive personal information.

If the Customer's security obligations are not fulfilled, Kuba and DART's SLA obligations will become void.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

### **DALLAS AREA RAPID TRANSIT**

By: \_\_\_\_\_  
**Nadine S. Lee**  
**President & Chief Executive Officer**

Date: \_\_\_\_\_

### **KUBA ApS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

### **FORT WORTH TRANSPORTATION AUTHORITY DBA TRINITY METRO**

By: \_\_\_\_\_  
**Richard W. Andreski**  
**President & Chief Executive Officer**

Date: \_\_\_\_\_

CONFIDENTIAL



# Agenda Report

<b>Attachments:</b> 1. Contract Award Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract for Data Center Hosting

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a five-year contract with one five-year option to Flexential Corp for Data Center Hosting [Contract No. C-2090771-01], for a total authorized amount not to exceed \$1,998,000.

## FINANCIAL CONSIDERATIONS

- This contract for data center hosting is included in the Technology Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$1,998,000 is included in both the Technology Department's approved FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- This contract will provide DART with a secure, reliable, and professionally managed colocation facility to host its secondary data center, ensuring continuity of operations and reducing risk from natural disasters or infrastructure failures at DART Headquarters or DART's other off-site data center.
- This data center is equipped with full redundancy for power and cooling, ensuring higher uptime and disaster recovery readiness.
- The contract is for five years beginning on the date of the Notice to Proceed, plus one five-year option, which will enable DART to lock in multi-year pricing.
- Approval of this contract will support Agency Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

## PROCUREMENT CONSIDERATIONS

- On November 5, 2025, a sole source solicitation was sent to one firm.
- This will be a firm-fixed price contract with a five-year term with one five-year option.

- Flexential Corp is the sole provider for Data Center Hosting.
- The contract award analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was originally established in March 2024 at 3% M/WBE participation.
- A reanalysis was conducted in December 2025, and it was established that due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**CONTRACT AWARD ANALYSIS**  
**(Sole Source)**  
**Contract No. C-2090771-01**

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**Contract Information**

- A. Description:** Data Center Hosting Agreement
- B. Contractor:** Flexential Corp
- C. Contract Number:** C-2090771-01
- D. Contract Amount:** Not to exceed \$1,998,000.
- E. Contract Type:** Definite Quantity/Definite Delivery (Firm Fixed Price)
- F. Performance Period/Term of Contract:** Five years from Notice to Proceed
- G. Options Available:** One five-year option
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

**Solicitation Information**

- A. Determination of Responsibility**  
**Bond Check:** N/A  
**Reference Check:** Satisfactory  
**Financial Responsibility Survey:** Satisfactory  
**Insurance Check:** N/A  
**On-Site Inspection:** N/A  
**Arithmetic Check:** Completed  
**Verification of Offer:** Completed  
**Buy America Certification and/or Audit, if applicable:** N/A  
**Debarred/Suspended list:** Not on the debarred/suspended list

- B. Negotiation Memorandum:** N/A
- C. Cost & Price Considerations:** Pricing is determined to be fair and reasonable
- D. Protests Received:** N/A
- E. Determinations Required:** Sole Source

**Determination and Recommendation**

Flexential Corp is a responsible contractor, has the capacity to perform the contract, and is recommended for award.

## **Approval of Contract for Data Center Hosting**

### **SBE Considerations**

The goal for this contract was originally established in March 2024 at 3% M/WBE participation. A reanalysis was conducted in December 2025, and it was established that due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract for Data Center Hosting**

WHEREAS, this contract will provide DART with a secure, reliable, and professionally managed colocation facility to host its secondary data center, ensuring continuity of operations and reducing risk from natural disasters or infrastructure failures at DART Headquarters; and

WHEREAS, this contract will provide a purpose-built facility with full redundancy for power and cooling, ensuring higher uptime and disaster recovery readiness; and

WHEREAS, a noncompetitive procurement for a five-year contract with one five-year option was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed price for this contract is fair and reasonable; and

WHEREAS, funding for this contract is within approved budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a five-year contract with one five-year option to Flexential Corp for Data Center Hosting [Contract No. C-2090771-01], for a total authorized amount not to exceed \$1,998,000.

## **Approval of Contract for Data Center Hosting**

Prepared by: /s/ Jamie Adelman

Jamie Adelman  
Executive Vice President and  
Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. MATA Agreement History 2. M-Line Trolley Map	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of a Site-Specific Shuttle Agreement with McKinney Avenue Transit Authority

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a two-year site-specific shuttle agreement with the McKinney Avenue Transit Authority (MATA), substantially in the form shown as Exhibit 1 to the Resolution, subject to legal review, in a base amount not to exceed \$400,000 annually for two years, plus an amount not to exceed \$80,000 annually for emergency response maintenance assistance, and 70% equivalent of the federal formula funds generated from MATA National Transit Database (NTD) reporting.

## FINANCIAL CONSIDERATIONS

- This agreement for site-specific shuttle service with MATA is included in Service Planning & Scheduling's FY 2026 operating budget.
- Sufficient funding for this agreement in the amount of \$480,000 annually for two years is included in: 1) the FY 2026 operating expense budget for both Service Planning and Scheduling and Maintenance of Way and Facility Maintenance (MOW), and 2) the total operating expense line item of the FY 2026 20-Year Financial Plan. The \$80,000 from MOW covers in-kind labor and materials that DART provides for emergency response assistance.
- DART shall provide 70% of the additional non-federal funding to MATA. The amount shall be equivalent to the sub-allocation calculated by North Central Texas Council of Governments (NCTCOG) for MATA based on the Federal Transit Administration (FTA) formulas as stated in the Federal Register Notice for the respective programs for the federal fiscal year that MATA data is accepted by FTA minus the 25% grant local match and an administrative fee of 5%.

## BUSINESS PURPOSE

- Approval of this shuttle service agreement will assist DART in achieving Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.
- The purpose of this item is to approve a site-specific shuttle agreement with MATA for their trolley service. A shuttle agreement between DART and MATA has been in existence since 2002. The MATA agreement history is included as Attachment 1.

- On February 27, 2024 (Resolution No. 240015), the Board approved another site-specific shuttle service agreement with MATA for a two-year term. This agreement expires on April 30, 2026.
- As part of the long-range modernization plan, the Americans with Disabilities Act (ADA) Accessibility Study has taken priority to facilitate the World Cup in 2026 and the possible surge in ridership.
- Based on its operating costs, the low subsidy per rider and high productivity of the route, and the importance of this service linking downtown Dallas and Uptown via two Light Rail Transit system connections, staff recommends that the Board authorize funding of the MATA service at \$400,000 annually for a two-year agreement, plus \$80,000 annually for emergency response maintenance assistance, and 70% equivalent of federal formula funds generated annually from the MATA's NTD reporting.

## **LEGAL CONSIDERATIONS**

Section 452.056(a) of the Texas Transportation Code authorizes DART to construct, develop, plan and operate a public transportation system within the service area.

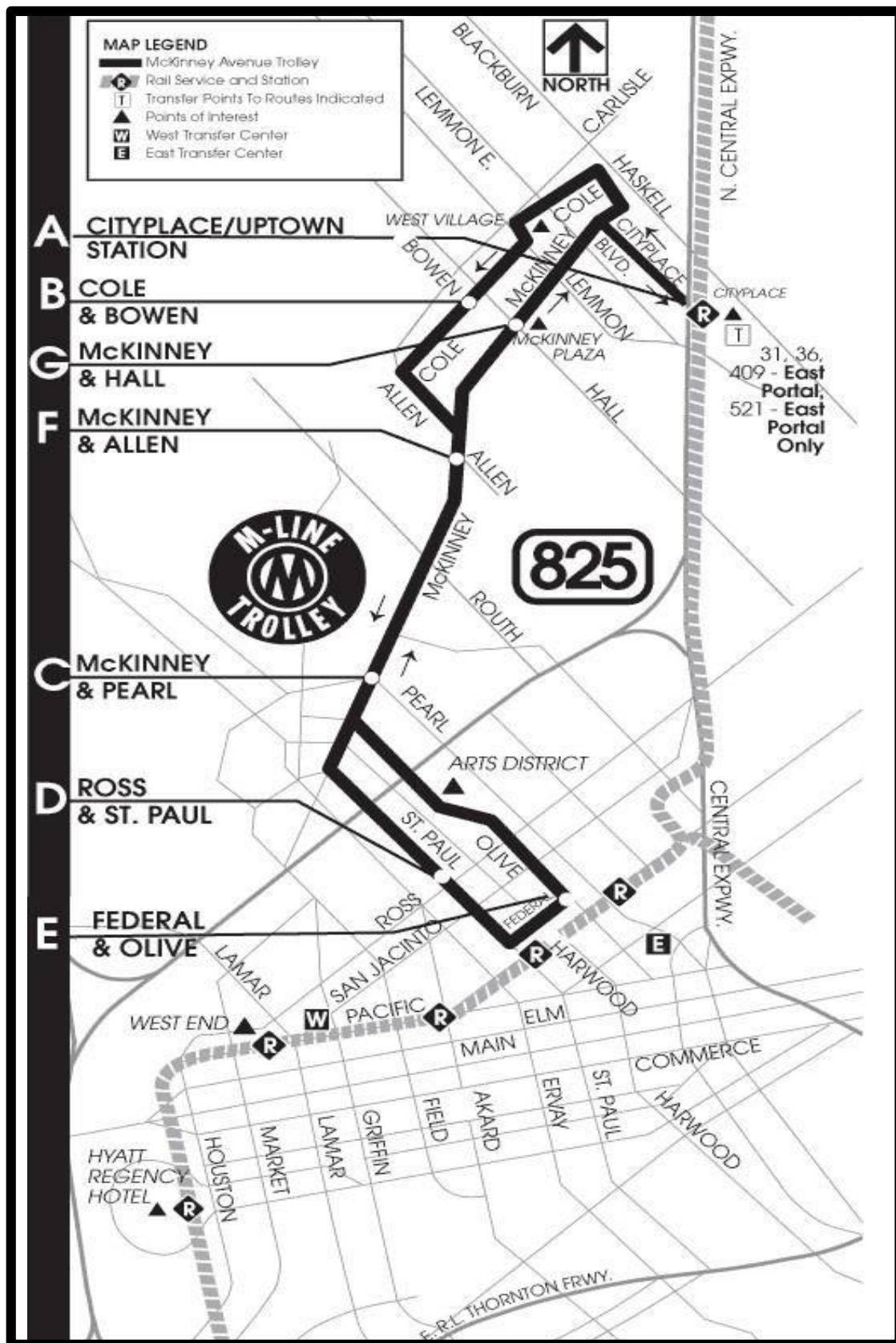
Section 452.055 of the Code authorizes DART to enter into contracts with any person. DART Board Policy III.16, Site Specific Shuttle Service Policy, provides for Board consideration of joint-funding arrangements for privately operated shuttle service. The policy allows DART to fund up to 50% of the service cost in circumstances where the service meets DART's service standards and where the service is an enhancement to the DART system.

## McKinney Avenue Transit Authority (MATA) Agreement History

- On April 14, 1998 (Resolution No. 980078), the Board approved Dallas Area Rapid Transit (DART) Board Policy III.16, Site Specific Shuttle Service Policy, which allows the Board to consider partial funding (up to 50%) of circulator shuttle services which connect to rail stations or transit centers and are operated by employers or other private entities.
- On March 20, 2012 (Resolution No 120046), the Board approved the site-specific shuttle eservice agreement with MATA for a two-year term in the amount not to exceed \$650,000.
- On April 8, 2014 (Resolution No. 140034), the Board approved the site-specific shuttle service agreement with MATA for a two-year term in the amount not to exceed \$650,000 and any additional funds (minus an administrative fee) that may have been earned by MATA as a result of National Transit Database (NTD) reporting.
- Beginning in FY 2014, MATA started submitting NTD data as a voluntary reporter. The Federal Transit Administration (FTA) accepts MATA and NTD's data for use in calculating the DFW Urbanized Area (UZA) regional allocation of UZA Formula Program (5307) funds and State of Good Repair Program (5337) funds. North Central Texas Council of Governments (NCTCOG) allocates those additional funds to DART ("NCTCOG Allocated Funds").
- The 2015 Olive Street/St. Paul track and catenary extension, which was built by DART and the City of Dallas using a federal capital grant, increased round trip distance of the trolley line from 4.2 miles to 5.2 miles. (See Attachment 2.) The extension resulted in significant passenger growth, from 300,000 per year in FY 2010 to 547,726 per year in FY 2019, especially when Klyde Warren Park was opened.
- On February 23, 2016 (Resolution No. 160012), the Board approved the site-specific shuttle service agreement with MATA for a two-year term in the amount not to exceed \$650,000 and any additional funds (minus the local match and an administrative fee) that may have been earned by MATA as a result of NTD reporting.
- On March 27, 2018 (Resolution No. 180030), the Board approved the site-specific shuttle service agreement with MATA for a two-year term in the amount not to exceed \$650,000 and any additional funds (minus the local match and an administrative fee) that may have been earned by MATA as a result of NTD reporting.
- In FY 2019, total cost per MATA passenger boarding reported under the NTD was \$1.89 and DART's MATA subsidy per boarding was \$0.89 per passenger boarding. This was substantially lower than the average for all site-specific shuttles.
- On January 28, 2020, the Board was briefed on three projects and studies from the City of Dallas, MATA, and the NCTCOG. The projects and studies were initiated in 2020 by NCTCOG and could possibly impact MATA's future operations:
  - The City was evaluating creating a consolidated modern Americans with Disabilities Act (ADA) accessible streetcar line connecting Bishop Arts, future Central Link, and MATA streetcar lines. The final alignment has not been identified for the Central Link.
  - Plans for a possible extension of the McKinney Avenue Trolley to the Knox Henderson area may include consideration of ADA accessibility, modern streetcars, and the connection to the Central Link. This study will take at least one year to complete, if not longer.
  - The City of Dallas was in the process of changing the one-way street operation on Cole Avenue and McKinney Avenue at the north end of Uptown. This project will shift the southbound MATA tracks to the west side of Cole Avenue, which will be necessary for modern streetcar operation.

- On March 10, 2020 (Resolution No. 200028), the Board approved a site-specific shuttle service agreement with MATA for a one-year term to allow for changes as the aforementioned studies and projects progressed.
- On February 23, 2021 (Resolution No. 210021), the Board approved another site-specific shuttle service agreement with MATA for a one-year term. This agreement responded to high ridership, especially with the addition of a third streetcar. At the time MATA reached out to DART for supplemental funding to help offset the cost of running the third car, maintenance, parts, and staff. Funding was increased from \$375,000 to \$400,000 annually. MATA was required to submit a long-range modernization plan to DART with clear objectives to address service upgrades before any future funding considerations are taken. The modernization plan was submitted, and key components have been addressed since.
- On January 11, 2022, MATA submitted and briefed the DART Board's Planning and Capital Programs Committee on their long-range modernization plan which included elements of safety and security, HVAC, ADA, improved frequencies, and new technologies.
- On February 22, 2022 (Resolution No. 220028), the Board approved site-specific shuttle service agreement with MATA for a two-year term.
- Temporary funding provided by the NCTCOG was utilized to maintain three full-time cars and one peak fourth car. This additional funding has been discontinued; however, MATA continues to solicit ways to offset their cost with the stakeholders and any available grant funding.
- On February 27, 2024 (Resolution No. 240015), the Board approved the site-specific shuttle service agreement with MATA for a two-year term that will expire on April 30, 2026.
- MATA has made progress in the ADA study, beginning with the advertising in December of 2024 and culminating with the consultant contract approval by NCTCOG Executive Board in April 2025. The study, to determine feasibility and compliance requirements to provide ADA accessibility, has been scheduled for September 2025 through September 2026.
- The M-Line Extension Study will be considered in two phases. The initial phase is to explore alignment options, and the second phase is to explore potential impact to the ongoing McKinney Ave./Cole Ave. 2-way conversion project. The full study is expected to be completed in the Fall of 2027.

# M-LINE TROLLEY MAP



**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of a Site-Specific Shuttle Agreement with McKinney Avenue Transit Authority**

WHEREAS, the McKinney Avenue Transit Authority (MATA), a 501(c)(3) nonprofit corporation, operates a vintage electric trolley transportation service along portions of McKinney Avenue; and

WHEREAS, on April 14, 1998 (Resolution No. 980078), the DART Board approved Board Policy III.16, Site Specific Shuttle Service Policy, which allows the Board to consider partial funding (up to 50%) of circulator services which connect to rail stations or transit centers and are operated by employers or other private entities; and

WHEREAS, a shuttle agreement between DART and MATA has been in existence since 2002; and

WHEREAS, the MATA streetcar service attracts significant ridership and benefits the DART transit network; and

WHEREAS, the current agreement expires on April 30, 2026, and MATA seeks renewal of the agreement; and

WHEREAS, funding for this agreement is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a two-year, site-specific shuttle agreement with the McKinney Avenue Transit Authority (MATA), substantially in the form shown as Exhibit 1 to the Resolution, subject to legal review, in a base amount not to exceed \$400,000 annually for two years, plus an amount not to exceed \$80,000 annually for emergency response maintenance assistance, and 70% equivalent of the federal formula funds generated from MATA National Transit Database (NTD) reporting.

**Approval of a Site-Specific Shuttle Agreement with McKinney Avenue Transit Authority**

Prepared by: /s/ Dee Leggett

Dee Leggett  
Executive Vice President/  
Chief Development Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee  
President & Chief Executive Officer

**SHUTTLE SERVICE AGREEMENT BETWEEN  
DALLAS AREA RAPID TRANSIT AND  
MCKINNEY AVENUE TRANSIT AUTHORITY INC.**

THIS AGREEMENT, by and between DALLAS AREA RAPID TRANSIT ("DART"), a Texas regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, whose address is 1401 Pacific Avenue, Dallas, Texas 75202 and MCKINNEY AVENUE TRANSIT AUTHORITY ("MATA"), a Texas nonprofit corporation 501(c)3, whose address is 3153 Oak Grove Avenue, Dallas, Texas 75204.

**WITNESSETH:**

WHEREAS, MATA desires to provide vintage electric trolley service (the "Electric Trolley Service") along portions of McKinney Avenue, connecting to DART's Cityplace/Uptown Station on the North Central LRT Line and to St. Paul and Ross in Downtown Dallas; and

WHEREAS, MATA has requested certain management services and financial participation from DART in order to continue expansion and operation of the Electric Trolley Service; and

WHEREAS, DART Board Policy III.16, *Site-Specific Shuttle Service Policy*, permits the partial funding by DART of circulator shuttle services operated by employers or other private entities that connect to rail stations or transit centers that enhance the DART transit system and meet DART standards for performance; and

WHEREAS, DART analysis predicts the attraction of new riders to the DART transit system through provision of such Electric Trolley Service.

NOW THEREFORE, for the consideration herein-described, the receipt and sufficiency of which is acknowledged by the parties, DART and MATA agree as follows:

**1. Term and Termination.**

The term of this Agreement shall begin on the 1st day of May 2026 and terminate at midnight on the 30th day of April 2028.

This Agreement may be terminated by (a) written agreement of both parties; or (b) by either party giving ninety (90) days written notice to the other party of the termination.

**2. MATA Duties and Responsibilities.** MATA covenants and agrees as follows:

For the Electric Trolley Service, MATA shall provide, or cause to be provided, vintage electric trolley vehicles ("Electric Trolley Vehicles") and operations necessary to offer a frequency of 17-19 minutes (+/- 10 minutes depending on traffic), but no longer than a frequency of thirty minutes, from 7:00 a.m. until 10:00 p.m., Monday through Thursday and 7:00 a.m. to 12 a.m. on Friday. A typical 17-19 minutes (+/- 10 minutes depending on traffic) but no longer than

a frequency of thirty minutes, Electric Trolley Service will operate on Saturday 10:00 a.m. to 12:00 a.m., and Sunday from 10 a.m. to 10 p.m. MATA may operate an additional car (4th car) during peak periods (about 6-7 hours per day), on weekend days with high demand (Friday, Saturday and Sunday).

2.01. MATA is exempted from the requirements of the Americans With Disabilities Act of 1990 (42 U. S. C. 1210-1213).

2.02. MATA's operating authority is derived from an operating agreement with the City of *Dallas*. *To the extent applicable, each Electric Trolley Vehicle shall be operated by an operator who has successfully completed a course of training to operate vehicles of the type and size described herein and certified by MATA to safely operate the vehicle.* MATA shall furnish DART with a current written description of MATA's certification program, including any subsequent amendments or supplements thereto. Additionally, each operator shall be appropriately dressed in a uniform selected by MATA.

2.03. Every operator permitted to operate one of the Electric Trolley Vehicles used in providing the Electric Trolley Service must have continuous possession of a valid motor vehicle driver's license or state identification card for the prior three (3) years, must have received not more than one (1) traffic citation for a moving violation within the prior two (2) year period, and must have received no DWI/DUI conviction.

2.04. The Electric Trolley Service shall operate on a fixed schedule along the trolley line between Cityplace/Uptown Station and the new terminus point between St. Paul Station and Pearl Station.

2.05. MATA has developed and proposed to DART service quality standards for the Electric Trolley Service along with a methodology for assuring the attainment of such standards. Any change in the Electric Trolley Service, either in routing, scheduling or in service quality standards shall be at MATA's discretion and must be presented to DART not less than ninety (90) days prior to the date of implementation of such change.

2.06. The Electric Trolley Service hereunder shall be available to any passenger at no fare cost, provided, however, that pets (except animals needed for assistance), or passengers with alcoholic beverages shall be denied boarding.

2.07. Exterior and interior advertising on the Electric Trolley Vehicles shall be managed by MATA at its sole discretion. MATA shall allocate at least ten percent (10%) of interior advertising inventory to DART for purposes of DART service promotion and advertising at no cost to DART. All revenues generated by the sale of Electric Trolley Vehicle advertising shall belong to MATA.

2.08. For the Electric Trolley Service, MATA shall conduct counts of passenger boardings and shall respond to any and all reasonable requests from DART for the Electric Trolley Service operations information (e.g. boardings and alightings). Beginning in Fiscal Year 2014, the McKinney Avenue Trolley Authority (MATA) shall submit NTD data as a voluntary reporter, the same reporting obligations as mandatory reporters to the National Transit Database (NTD).

2.09. At all times when operations are being conducted, MATA shall be solely responsible for the safe operation of the Electric Trolley Vehicles and the protection of the passengers and others using the Electric Trolley Vehicles.

2.10. MATA shall provide, or cause to be provided, all mechanical repairs, maintenance and upkeep required to keep the Electric Trolley Vehicles in a safe, clean and attractive operating condition. MATA will also provide, or cause to be provided, all maintenance of way required for trolley operation. Additionally, MATA shall be solely responsible for operating the Electric Trolley Service in a safe operating manner.

2.11. MATA shall secure or cause to be secured, all permits and other governmental authorizations that may be required to provide the Electric Trolley Service from each governmental entity having jurisdiction over MATA and the Electric Trolley Service.

2.12. MATA, its agents, employees and contractors shall abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over such operations.

2.13. MATA shall be solely responsible for providing security for passengers on the Electric Trolley Vehicles and at the Electric Trolley stops.

2.14. DART shall have the right to periodically audit and/or perform a quality assessment survey of the Electric Trolley Service in order to monitor service delivery.

2.15. MATA shall secure, with or without DART's financial assistance, capital funding necessary for rehabilitation of equipment and extension of the trolley line.

2.16. MATA shall brief DART quarterly at a minimum, progressive steps taken to meet their long-range modernization plan objectives detailed in their Long-Range Modernization Report addressing ADA accessibility, new technologies (I.E.: GPS, APC), HVAC (Heating, Ventilation and Air Conditioning) and expansion of service hours.

2.17. In the event MATA generates additional funds into the region through NTD State of Good Repair reporting, MATA will utilize those funds to help meet their modernization goals and expansion of service connectivity with DART services.

**3. DART Duties and Responsibilities.** In consideration of the performance by MATA of each and all of the obligations set forth in Section 1, DART covenants and agrees as follows:

3.01. DART shall reimburse MATA for up to 50% of operating cost for a maximum not to exceed \$400,000.00 annually for providing the Electric Trolley Service. Should the Federal Transit Administration accept MATA's NTD data for use in calculating the DFW UZA regional allocation of Urbanized Area Formula Program (5307) funds and State of Good Repair Program (5337) funds and NCTCOG allocates those additional funds to the Dallas Area Rapid Transit (DART), DART shall provide 70% equivalent of additional non-federal funding to MATA in addition to the \$400,000 annual funding provided under this agreement. The amount of additional funding provided to MATA shall be the equivalent of the amount of the sub-allocation calculated by NCTCOG for MATA based on the FTA formulas as stated in the Federal Register Notice for the respective programs for the federal fiscal year that MATA data is accepted by FTA minus the 25% grant local match and minus an administrative fee 5%. The additional funding will not be available to MATA until DART has received the additional sub-allocation.

For example, assuming that MATA's allocation of FTA federal formula funds and State of Good Repair funds for Federal fiscal year 2022 was \$100,000 due to the reporting of MATA NTD statistics, DART shall provide \$70,000 (\$100,000 - \$25,000 - \$5,000) to MATA in addition to the \$400,000 funding under the site-specific shuttle agreement.

3.02. DART shall assist in providing planning, scheduling, marketing, and promotional services as agreed upon by the parties.

3.03. DART agrees to include the promotion of MATA fixed route trolley service as a part of its overall marketing program.

3.04. DART shall provide emergency response maintenance assistance in an amount not to exceed \$80,000 annually.

**4. Billing and Payment for the Electric Trolley Service.** During the term of this Agreement, MATA shall submit to DART via e-mail on a monthly basis, an original invoice in a form acceptable to DART, properly documented, summarizing and verifying the costs by description, e.g. cost per hour, reflecting the total amount then due and owing. Unless DART questions a MATA operating cost sought to be paid under this Agreement (a "Questioned Cost"), DART shall make payment to MATA within fifteen (15) days after receipt of MATA's invoice, provided the invoice is properly prepared, executed and documented, subject, however to the total maximum reimbursement amounts stated in Sections 3.01 and 3.02 above. MATA agrees that DART shall have the right to not pay to MATA a Questioned Cost, unless and until such Questioned Cost is resolved as between DART and MATA. DART and MATA agree to resolve any Questioned Costs as reasonably promptly as possible.

**5. Audit; Retention of Records.** DART, upon giving five (5) business days advance notice to MATA, shall have the right to request, at DART's expense, an audit of MATA's records reflecting the costs of providing the Electric Trolley Service. MATA shall retain adequate cost accounting records for auditing purposes for a period of three (3) years after payment by DART of the invoice for which the cost accounting records support.

**6. Insurance.** MATA represents and warrants that it is covered by a self-insurance program, an insured program, emergency funds or any combination of programs and/or emergency funds that provides sufficient coverage against liabilities that may arise in connection with or related to the services provided under this agreement. All liabilities policies shall name DART as additional insured. MATA also represents and warrants that it shall provide worker's compensation coverage for the benefits of its employees. All insurance policies shall be endorsed with a waiver of subrogation in favor of DART.

**7. No Recourse.** Companies issuing the insurance policies herein described shall be acceptable to DART and shall have no recourse against DART for payment of any premiums or assessments for deductibles, such premiums and deductibles being the sole responsibility and risk of MATA.

**8. Indemnification.**

**8.01. Electric Trolley Service.** MATA SHALL INDEMNIFY AND HOLD DART, ITS DIRECTORS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS FROM ALL LOSS, COST AND EXPENSE BY REASON OF INJURY (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO PROPERTY, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE IN CONNECTION WITH THE OPERATION OF THE ELECTRIC TROLLEY SERVICE DURING THE PERFORMANCE OF THIS AGREEMENT, WHICH INJURY OR DAMAGE RESULTS FROM NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF MATA, ITS AGENTS, EMPLOYEES, CONTRACTORS, VISITORS OR INVITEES. IN THE EVENT THAT JOINT OR CONCURRING NEGLIGENCE OR FAULT OF MATA AND DART ARE FOUND BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION AGAINST THE PARTIES TO THIS AGREEMENT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS. THE COSTS OF THE DEFENSE OF SUCH JOINT OR CONCURRING NEGLIGENCE CLAIMS SHALL BE SHARED EQUALLY BY THE PARTIES. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, NOR LIMIT THE RIGHT OF DART TO ASSERT ANY GOVERNMENTAL IMMUNITY DEFENSE TO ANY CLAIM AND SUCH PROVISIONS SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**9. Miscellaneous.**

**9.01. Assignment.** Neither party may assign this Agreement in whole or in part, without first obtaining the written consent of the other party.

**9.02. Notices.** Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by United States mail, certified, return receipt requested, in a postage paid envelope addressed to the party at the address set out below:

DART:	DALLAS AREA RAPID TRANSIT P.O. Box 660163 Dallas, Texas 75266-7210 Attn: Assistant Vice President, Service Planning
MATA:	MCKINNEY AVE. TRANSIT AUTHORITY INC. 3153 Oak Grove Ave. Dallas, Texas 75204 Attention: Chief Executive Officer

Either party may designate another address by giving notice thereof to the other party.

**9.03. Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of MATA, DART and their respective successors and permitted assigns.

**9.04. Headings.** The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement.

**9.05. Number and Gender.** Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

**9.06. Partial Invalidity.** Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.

**9.07. Merger and Amendment.** This Agreement constitutes the entire agreement of the parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all parties hereto.

**9.08. No Kickbacks.** DART warrants that no trustee, officer, employee, or agent of MATA has been or will be employed, retained or paid a fee, or otherwise has received any personal compensation or consideration by or from DART or any of DART's directors, officers, employees or agents in connection with the obtaining, arranging, negotiation or performance of this Agreement. Similarly, MATA warrants that no director, officer, employee, or agent of DART has been or will be employed, retained or paid a fee, or otherwise has received any personal compensation or consideration by or from MATA or any of MATA's directors, officers, employees or agents in connection with the obtaining, arranging, negotiation or performance of this Agreement.

**9.09. No Partnership or Joint Enterprise.** The parties hereto acknowledge and agree that the relationship described herein between the parties is not intended to be either a partnership, a joint enterprise or any other relationship wherein one party is the agent for the other or liable to a third-party for the other's obligations of any nature. Specifically, the parties disclaim that there is any common purpose, any equal right of control or pecuniary interest regarding their relationship described in this Agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

DALLAS AREA RAPID TRANSIT

By: \_\_\_\_\_  
Name: Nadine S. Lee  
Title: President & Chief Executive Officer

MCKINNEY AVENUE TRANSIT AUTHORITY

By: \_\_\_\_\_  
Name: Phil Cobb  
Title: Chairman of the Board



# Agenda Report

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract Modification to Exercise a One-Year Option for General Planning Consultant Services VIII Contract

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to exercise a one-year option for General Planning Consultant (GPC) services VIII [Contract No. C-2073218-01], with AECOM Technical Services, Inc., to provide a range of general planning services and technical support.

## FINANCIAL CONSIDERATIONS

- No change on contract amount.

## BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 2: Culture of Contribution - Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.
- General Planning Consultant (GPC) services have been provided since 1994 to complete planning work programs associated with the development and implementation of the DART Transit System Plan and other agency-related planning activities.
- The GPC provides a range of general planning services from specialized technical support to environmental planning related to compliance with state and federal policy, to economic development support and analyses. The GPC also provides management and technical expertise to support DART in completing planning studies, environmental clearance, and preliminary engineering in accordance with DART policy, Federal Transit Administration guidance, and the National Environmental Policy Act. While the majority of GPC support is for the Capital Programs department, the GPC also supports other teams, including but not limited to Service Planning, Commuter Rail, Economic Development, and Engineering.
- On February 28, 2023 (Resolution No. 230016), the Board authorized a three-year contract with two one-year options for GPC services to AECOM Technical Services, Inc., for a total authorized amount not to exceed \$19,125,000.
- The GPC contract will expire on May 15, 2026, and exercising the one-year option is needed to continue the services described above.

## **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is three years from date of Notice-to-Proceed with two one-year options.
- Pricing for the exercise of the option year is determined fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was established in September 2022 at 30% M/WBE participation.
- AECOM Technical Services, Inc., the prime contractor, has committed to exceed the goal.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Exercise First One-Year Option**  
**Modification No. 4**

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**Contract Information**

**A. Contract Description:** General Planning Consultant Services VIII (GPC VIII)

**B. Contractor:** AECOM Technical Services, Inc.

**C. Contract Number:** C-2073218-01

**D. Contractual Action:** Exercise the first one-year option.

**E. Current Contract Amount:** Not-to-Exceed \$19,125,000

**F. Contract Modification Amount:** \$0

**G. New Contract Amount:** Not-to-Exceed \$19,125,000

**H. Contract Type:** Indefinite Delivery/Indefinite Quantity (IDIQ) contract with Fixed unit price task orders

**I. Current Performance Period:** Three calendar years, from contract notice to proceed with two, one-year options

**J. Remaining Options Available:** After exercise of this one-year option, one, one-year option will remain

**K. Price Consideration:** Rates provided for use on future task orders were determined fair and reasonable at time of contract award

**L. Negotiation Memorandum:** Available for review in the contract file.

**M. Determinations Required:** None

**N. Funding:** Federal/Local

**O. Determination of Responsibility:**

**Bond Check:** N/A

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Yes

**On-Site Inspection:** N/A

**Arithmetic Check:** N/A

**Verification of Offer:** N/A

**Buy America Certification and/or Audit, if applicable:** N/A

**Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

AECOM Technical Services, Inc., is determined to be a responsible contractor for the modification described above. They have the capacity to perform this contract. Therefore, execution of the contract modification is recommended.

**Approval of Contract Modification to Exercise a One-Year Option for General Planning Consultant Services VIII Contract**

**M/WBE Considerations**

The goal for this contract was established in September 2022 at 30% M/WBE participation. AECOM Technical Services, Inc., the prime contractor, has committed to exceed the goal through utilization of the following certified firms:

**M/WBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENT</b>
Arredondo, Zepeda & Brunz	Dallas, TX	Hispanic Male	Civil Engineering and Consulting Services	\$1,338,750	7.00%
Change Your View, LLC	Yorba Linda, CA	White Female	Safety and Security	\$382,500	2.00%
Consumer and Market Insight, LLC	Dallas, TX	Black Female	Survey Design & Focus Groups	\$382,500	2.00%
CodeRed Business Solutions, Inc.	Atlanta, GA	Black Male	Facilities, Maintenance, Analysis, Modernization	\$573,750	3.00%
Cross-Spectrum Acoustics Inc.	East Longmeadow, MA	Black Male	Noise & Vibration	\$382,500	2.00%
Dikita Enterprises, Inc.	Dallas, TX	Black Female	Paratransit Support	\$191,250	1.00%
Iconic Consulting Group, Inc.	Dallas, TX	Black Male	Civil & Structural Engineering	\$382,500	2.00%
KAI Texas	Irving, TX	Black Male	Architectural Services	\$382,500	2.00%
K-Strategies Group, LLC	Dallas, TX	Black Female	Public Involvement and Engagement	\$956,250	5.00%
Reddy Analytics Associates, LLC	Princeton Meadows, NJ	Asian Indian Male	Rail Service Design & MWBE Coordination	\$956,250	5.00%
Statewide Right of Way Services, LLC	Dallas, TX	White Female	Right of Way Services	\$191,250	1.00%

The Rios Group	Ft. Worth, TX	Hispanic Female	Surface Utility Engineering	\$191,250	1.00%
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**TOTAL M/WBE PARTICIPATION: \$6,311,250 33.00%\***

**NOTE:** The goal is based on the not to exceed amount of \$19,125,000. If there are any changes to this amount, the original goal shall still apply.

\*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

### **Summary of EEO-1 Report**

AECOM Technical Services, Inc's local office is located in Dallas, TX and employs 165 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TWO OR MORE RACES	TOTAL	PERCENTAGE
<b>MALES</b>	28	7	14	1	52	1	103	<b>62.42%</b>
<b>FEMALES</b>	14	3	13	1	30	1	62	<b>37.58%</b>
<b>TOTAL</b>	42	10	27	2	82	2	165	<b>100%</b>
<b>PERCENTAGE</b>	<b>25.46%</b>	<b>6.06%</b>	<b>16.36%</b>	<b>1.21%</b>	<b>49.70%</b>	<b>1.21%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract Modification to Exercise a One-Year Option for General Planning  
Consultant Services VIII Contract**

WHEREAS, a contract is needed to provide general planning consultant services; and

WHEREAS, General Planning Consultant (GPC) services have been provided since 1994 to complete planning work programs associated with the development and implementation of the DART Transit System Plan and other agency-related planning activities; and

WHEREAS, the GPC provides a range of general planning services from specialized technical support to environmental planning related to compliance with state and federal policy, to economic development support and analyses; and

WHEREAS, on February 28, 2023 (Resolution No. 230016), the Board authorized a three-year contract with two one-year options for GPC services to AECOM Technical Services, Inc., for a total authorized amount not to exceed \$19,125,000; and

WHEREAS, the GPC contract will expire on May 15, 2026, and exercising the one-year option is needed to continue the GPC services; and

WHEREAS, funding for this contract modification is within current budget and 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to exercise a one-year option for General Planning Consultant (GPC) VIII services [Contract No. C-2073218-01], with AECOM Technical Services, Inc., to provide a range of general planning services and technical support.

**Approval of Contract Modification to Exercise a One-Year Option for General Planning  
Consultant Services VIII Contract**

Prepared by: /s/ Dee Leggett

Dee Leggett  
Executive Vice President/  
Chief Development Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Contract Award Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract for Bus Lot Scrubbers and Sweeper Equipment

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a 180-day contract with no options for five diesel Tennant M30 ride-on sweeper-scrubbers and one Tennant T1581 ride-on scrubber to American Material Handling [Contract No. C-2091829-01], for a total amount not to exceed \$578,625, plus a contingency for unanticipated costs in the amount of \$28,245, for a total authorized amount not to exceed \$606,870.

## FINANCIAL CONSIDERATIONS

- This contract for five diesel Tennant M30 ride-on sweeper-scrubbers and one Tennant T1581 ride-on scrubber is included in the Non-Revenue Vehicle (NRV) Replacement Program project budget of the approved FY 2026 Capital Budget.
- Sufficient funding for this contract in the amount of \$606,870 is included in both the Non-Revenue Vehicle (NRV) Replacement Program and the Agency-wide capital line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- Bus lot sweeper-scrubber equipment is utilized daily to clean bus lots, preventing trash and contaminants from being washed down the storm drains when it rains.
- The current bus lot sweeper-scrubber equipment has exceeded the expected useful life of 10 years.
- Replacing and modernizing lot cleaning equipment ensures that DART maintains its facilities in a state of good repair, supporting maintenance personnel with reliable tools to provide safe and clean environments for transit operations.

## **PROCUREMENT CONSIDERATIONS**

- On December 8, 2025, an Invitation for Bids (IFB) notification was sent to firms for bus lot scrubbers and sweepers.
- This will be a 180-day definite quantity/definite delivery contract with no options.
- The contract award analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goals for this contract were originally established in April 2025 at 25% MBE and 5% WBE participation. A reanalysis was conducted in November 2025 and a Small Business goal was established at 5% SBE participation.
- American Material Handling, the prime contractor, has no direct participation for this project; however, they do include small and diverse businesses within their business plans when viable opportunities are available. American Material Handling spent approximately \$3,000,000 with small and diverse businesses in 2025.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**CONTRACT AWARD ANALYSIS**  
(Invitation for Bids)  
**IFB NO. B-2091829**

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**Contract Information**

**A. Description:** Bus Lot Scrubbers and Sweeper Equipment

**B. Contractor:** American Material Handling

**C. Contract Number:** C-2091829-01

**D. Contract Amount:** Not to exceed \$578,625 plus a contingency for unanticipated costs in the amount of \$28,245, for a total authorized amount not to exceed \$606,870.

**E. Contract Type:** Definite Quantity/Definite Delivery

**F. Performance Period/Term of Contract:** 180 days from the date of the Notice to Proceed

**G. Options Available:** N/A

**H. Bond Requirement:** N/A

**I. Liquidated Damages:** N/A

**J. Funding Source:** Local

**Solicitation Information**

**A. Issue Date:** December 8, 2025

**B. Notifications Sent to Registered Suppliers:** Yes

**C. Date and Time for Bid Receipt:** December 18, 2025 @ 2:00 PM

**D. Bids Received:**

Firm Name	Base Price
American Material Handling	\$578,625

**E. Discussion of Nonresponsive Bids:** N/A

**F. Bid Evaluation:** American Material Handling submitted a responsive bid meeting the requirements of the solicitation.

**G. Price Considerations:** The price is fair and reasonable based on historic prices paid by DART for similar goods.

**H. Determination of Responsibility:**  
**Bond Check:** N/A

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Yes

**On-Site Inspection:** N/A,

**Arithmetic Check:** Yes

**Verification of Bid:** Yes

**Buy America Certification and/or Audit, if applicable:** N/A

**Debarred/Suspended list:** Not on the debarred /suspended list.

**I. Protests received:** None

**J. Determinations Required:** Time to Prepare Bid Less than 21 Days

**Determination and Recommendation**

American Material Handling is a responsive and responsible offeror that submitted the lowest price in full and open competition for bus lot scrubbers and sweepers. They have the capacity to perform this contract and are recommended for award.

## **Approval of Contract for Bus Lot Scrubbers and Sweeper Equipment**

### **SBE Considerations**

The goals for this contract were originally established in April 2025 at 25% MBE and 5% WBE participation. A reanalysis was conducted in November 2025 and a Small Business goal was established at 5% SBE participation. American Material Handling, the prime contractor, has no direct participation for this project; however, they do include small and diverse businesses within their business plans when viable opportunities are available. American Material Handling spent approximately \$3,000,000 with small and diverse businesses in 2025.

### **Summary of EEO-1 Report**

American Material Handling is located in Watkinsville, GA and employs 12 individuals. The following is an analysis of their EEO-1 report:

	<b>AAPI</b>	<b>BLACK</b>	<b>HISPANIC</b>	<b>NATIVE AM.</b>	<b>WHITE</b>	<b>TOTAL</b>	<b>PERCENTAGE</b>
<b>MALES</b>	0	0	0	0	12	12	<b>100%</b>
<b>FEMALES</b>	0	0	0	0	0	0	<b>0%</b>
<b>TOTAL</b>	0	0	0	0	12	12	<b>100%</b>
<b>PERCENTAGE</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100%</b>	<b>100%</b>	

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of Contract for Bus Lot Scrubbers and Sweeper Equipment**

WHEREAS, DART must maintain environmentally clean surfaces at the operating facilities; and

WHEREAS, the replacement of five diesel Tennant M30 ride-on sweeper-scrubbers and one Tennant T1581 ride-on scrubber was identified as necessary to support ongoing operations; and

WHEREAS, an invitation for bids for a 180-day contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a 180-day contract with no options for five diesel Tennant M30 ride-on sweeper-scrubbers and one Tennant T1581 ride-on scrubber to American Material Handling [Contract No. C-2091829-01], for a total amount not to exceed \$578,625, plus a contingency for unanticipated costs in the amount of \$28,245, for a total authorized amount not to exceed \$606,870.

## **Approval of Contract for Bus Lot Scrubbers and Sweeper Equipment**

Prepared by: /s/ Trenise Winters

Trenise Winters

Executive Vice President and

Chief Operations Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Contract Award Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract for DART Light Rail Vehicle Brake Disc and Hardware Kits

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a two-year contract to Wabtec Passenger Transit [C-2091416-01] for the purchase of Light Rail Vehicle (LRV) Brake Disc and Hardware Kits, for a total authorized amount not to exceed \$2,183,712.

## FINANCIAL CONSIDERATIONS

- This contract for DART light rail vehicle brake disc and hardware kits is included in the Vehicle Maintenance Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$2,183,712 is included in both the Vehicle Maintenance Department's approved FY 2026 Operating budget and the Total Operating Expense line item of the approved FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- To ensure service reliability and passenger safety, DART must maintain 163 LRVs in a state of good repair. Failure to maintain the integrity of the braking system will lead to poor braking performance, lack of passenger safety, and delays to DART customers.
- The Light Rail Vehicle Brake Disc and Hardware Kits are essential for repairing and overhauling the LRV Friction Brake Disc, a critical component on the vehicle. The components are vital in ensuring the safe and efficient operation of the LRV, meeting service requirements, and supporting daily transit operations.
- DART has 163 LRVs that use the brake disc as a component in the friction brake system to aid with braking. Each LRV has 12 brake discs in total. On average, each LRV will have three LRV brake discs replaced each year.
- Due to the long lead time for parts, DART requires stock items to be replaced as the inventory supply drops to a specified threshold.

## **PROCUREMENT CONSIDERATIONS**

- On September 18, 2025, an Invitation for Bids (IFB) was issued.
- This will be a Requirements contract with a two-year base term with no options.
- By the closing date of October 16, 2025, one bid was received.
- The contract award analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was established in November 2025 at 5% SBE participation.
- WABTEC Corporation, the prime contractor, has no direct participation for this project, however WABTEC Corporation does include small and diverse businesses within their business plans when viable opportunity is available.
- The SBE analysis and Equal Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**CONTRACT AWARD ANALYSIS**  
**(Invitation for Bids)**  
**IFB NO. B- 2091416**

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**Contract Information**

- A. Description:** Light Rail Vehicle (LRV) Brake Disc and Hardware Kits
- B. Contractor:** Wabtec Passenger Transit
- C. Contract Number:** C-2091416-01
- D. Contract Amount:** Not to exceed \$2,183,712
- E. Contract Type:** Requirements
- F. Term of Contract:** Two years
- G. Options Available:** N/A
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

**Solicitation Information**

- A. Issue Date:** September 18, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Bid Receipt:** October 16, 2025 @ 2:00 PM
- D. Bids Received:** One

<b>Firm Name</b>	<b>Base Price</b>
Wabtec Passenger Transit	\$2,183,712

- E. Discussion of Nonresponsive Bids:** None
- F. Bid Evaluation:** The solicitation was issued as an Invitation for Bids to receive competitive pricing from two potential bidders. A total of two amendments were issued requesting additional time. At the closing date, one bid was received.

**G. Price Considerations:** Wabtec Passenger Transit's price submitted was compared to current market and the historical prices paid. Their pricing was within range; therefore, it is fair and reasonable.

**H. Determination of Responsibility:**

**Bond Check:** N/A

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Yes

**On-Site Inspection:** N/A

**Arithmetic Check:** Yes

**Verification of Bid:** Yes

**Buy America Certification and/or Audit, if applicable:** N/A

**Debarred/Suspended list:** Not on the debarred /suspended list.

**I. Protests received:** None

**J. Determinations Required:** One Bid Received

**Determination and Recommendation**

Wabtec Passenger Transit is a responsive and responsible bidder that submitted the only bid for the Light Rail Vehicle (LRV) Brake Disc and Hardware Kits. They have the capacity to perform this contract and are recommended for award.

**Approval of Contract for DART Light Rail Vehicle Brake Disc and Hardware Kits****Vendor Demographics**

The goal for this contract was established in November 2025 at 5% SBE participation. WABTEC Corporation, the prime contractor, has no direct participation for this project, however WABTEC Corporation does include small and diverse businesses within their business plans when viable opportunity is available.

**Summary of EEO-1 Report**

WABTEC Corporation is located in Pittsburgh, PA and employs 429 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	16	39	20	1	225	301	<b>70.16%</b>
FEMALES	7	36	11	0	74	128	<b>29.84 %</b>
TOTAL	23	75	31	1	299	429	<b>100%</b>
PERCENTAGE	<b>5.36%</b>	<b>17.48%</b>	<b>7.23%</b>	<b>0.23%</b>	<b>69.70%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract for DART Light Rail Vehicle Brake Disc and Hardware Kits**

WHEREAS, DART must maintain 163 Light Rail Vehicles (LRV) in a state of good repair to ensure service reliability and passenger safety, which includes all braking systems; and

WHEREAS, DART follows manufacturer recommendations and the DART long-range maintenance plan for vehicle maintenance to ensure the integrity of the vehicle, service reliability, and equipment performance for a state of good repair; and

WHEREAS, DART needs Light Rail Vehicle Brake Disc and Hardware Kits for routine maintenance to ensure vehicles are available for service; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract is within the current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a two-year contract to Wabtec Passenger Transit [C-2091416-01] for the purchase of Light Rail Vehicle (LRV) Brake Disc and Hardware Kits, for a total authorized amount not to exceed \$2,183,712.

**Approval of Contract for DART Light Rail Vehicle Brake Disc and Hardware Kits**

Prepared by: /s/ Trenise Winters

Trenise Winters

Executive Vice President/

Chief Operations Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract Modification for the Non-Revenue Vehicle Fuel Management System

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for the Non-Revenue Vehicle (NRV) Fuel Management System with WEX Bank [Contract No. C-2063930-03], to: 1) exercise the second one-year option; and 2) increase the not-to-exceed amount by \$1,900,000, for a new total authorized amount not to exceed \$10,185,000.

## FINANCIAL CONSIDERATIONS

- This contract modification for the non-revenue vehicle fuel management system is included in the Vehicle Maintenance Department's approved FY 2026 operating budget.
- Sufficient funding in the amount of \$1,900,000 is included in both the Vehicle Maintenance Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract modification will help achieve Agency Strategic Goal 1: Empowered Agency - Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.
- On March 22, 2022 (Resolution No. 220039), the Board approved a three-year contract with two one-year options to WEX Bank for the NRV Fuel Management System, with a not-to-exceed amount of \$5,744,000.
- On January 28, 2025 (Resolution No. 250001), the Board approved a contract modification to exercise the first one-year option and increase the not-to-exceed amount by \$2,541,000, for a new total authorized amount not to exceed \$8,285,000.
- Approval of the second, one-year option will extend the end date of the contract to March 30, 2027, and will benefit DART by locking in the price on the schedule.
- DART operates a fleet of 635 NRVs, which include maintenance trucks, Bus/Rail Field Supervisor vehicles, police vehicles and motorcycles, emergency response vehicles, construction support vehicles, headquarters pool cars, and employee shuttle vans. Additionally, there are 70

pieces of NRV equipment, such as small engine machinery, generators, gas-powered saws, and sand/salt spreaders, all of which require unleaded gasoline or diesel fuel.

- The NRV Fuel Management System includes the cost of gasoline and diesel fuel, fuel cards for the controlled purchasing of fuel, and periodic management reports for DART's NRV fleet. Each vehicle has an assigned fuel card.
- The contractor will provide monthly reports that include date, location, vehicle or unit number, operator identification, quantity by transactions, total fuel dispenses, and miles per gallon for each vehicle.

## **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is three years from the award date of March 31, 2022, and the contract provides for two one-year options.
- The pricing for the exercise of the option year is fair and reasonable.
- The Contractor's performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was established in August 2021 at 10% M/WBE participation.
- WEX Bank, the prime contractor, has no direct participation; however, WEX Bank does contract nationally with minority and woman-owned business enterprises in its everyday business activities. Further information is included in Attachment 2.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Increase Funding/Exercise Option**  
**Modification No. 2**

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**Contract Information**

- A. Contract Description:** Non-Revenue Vehicle Fuel Management System
- B. Contractor:** WEX Bank
- C. Contract Number:** C-2063930-03
- D. Contractual Action:** Increase funding/Exercise option
- E. Current Contract Amount:** Not to exceed \$8,285,000
- F. Contract Modification Amount:** Not to exceed \$1,900,000
- G. New Contract Amount:** Not to exceed \$10,185,000
- H. Contract Type:** Indefinite Delivery/ Indefinite Quantity
- I. Current Term of Contract:** April 4, 2022 – March 30, 2027
- J. Remaining Options Available:** None
- K. Price Considerations:** The initial contract award was based on full and open competition, and all proposals were evaluated inclusive of option years' pricing.
- L. Negotiation Memorandum:** N/A
- M. Determinations Required:** None
- N. Funding:** Local
- O. Determination of Responsibility:**  
**Bond Check:** N/A  
**Reference Check:** Satisfactory  
**Financial Responsibility Survey:** Satisfactory  
**Insurance Check:** Yes  
**On-Site Inspection:** Yes  
**Arithmetic Check:** Yes  
**Verification of Offer:** Yes  
**Buy America Certification and/or Audit, if applicable:** N/A  
**Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

WEX Bank is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

## Approval of Contract Modification for the Non-Revenue Vehicle Fuel Management System

### M/WBE Considerations

The goal for this contract was established in August 2021 at 10% M/WBE participation. WEX Bank, the prime contractor, has no direct participation, however; they do include minority and woman-owned business enterprises in their everyday business activities. Below is a summary of their annual M/WBE spend for the years 2023 through 2025.

Year	M/WBE Spend
2023	\$8,258,880
2024	\$9,101,111
2025	Pending

### **Summary of EEO-1 Report:**

WEX Bank is located in Sandy, UT and employs 5,442 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	2 OR MORE RACES	TOTAL	PERCENTAGE
<b>MALES</b>	170	131	93	14	1,727	55	2,190	<b>40.24%</b>
<b>FEMALES</b>	156	381	213	15	2,385	102	3,252	<b>59.76%</b>
<b>TOTAL</b>	326	512	306	29	4,112	157	5,442	<b>100%</b>
<b>PERCENTAGE</b>	<b>5.99%</b>	<b>9.41%</b>	<b>5.62%</b>	<b>0.53%</b>	<b>75.56%</b>	<b>2.89%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract Modification for the Non-Revenue Vehicle Fuel Management System**

WHEREAS, on March 22, 2022 (Resolution No. 220039) the Board approved a three-year contract with two, one-year options with WEX Bank for the Non-Revenue Vehicle (NRV) Fuel Management System, with a not-to-exceed amount of \$5,744,000; and

WHEREAS, on January 28, 2025 (Resolution No. 250001), the Board approved a contract modification to exercise the first one-year option and increase the not-to-exceed amount by \$2,541,000, for a new total authorized amount not to exceed \$8,285,000; and

WHEREAS, DART maintains a NRV fleet to carry out daily police, maintenance, and service oversight activities; and

WHEREAS, the fleet of 635 NRV and 70 pieces of non-vehicle equipment require unleaded gasoline or diesel fuel; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification with WEX Bank [Contract No. C-2063930-03], to:

- Section 1:       Exercise the second one-year option for the Non-Revenue Vehicle Fuel Management System.
- Section 2:       Increase the not-to-exceed amount by \$1,900,000, for a new total authorized amount not to exceed \$10,185,000.

**Approval of Contract Modification for the Non-Revenue Vehicle Fuel Management System**

Prepared by: /s/ Trenise Winters

Trenise Winters

Executive Vice President and

Chief Operations Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract Modification for Janitorial Services for Passenger Facilities

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for janitorial services for passenger facilities with Triad Commercial Services, Ltd. [Contract No. C-2063264-01], to 1) include janitorial services for the Silver Line passenger facilities and one additional Light Rail Station, and 2) increase the not-to-exceed amount by \$1,470,000, for a new total authorized amount not to exceed \$22,700,159.

## FINANCIAL CONSIDERATIONS

- This contract modification for janitorial services at passenger facilities is included in the Maintenance of Way (MOW)/Facility Maintenance Department's approved FY 2026 operating budget.
- Sufficient funding in the amount of \$1,470,000 is included in both the MOW/Facility Maintenance Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract modification will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- On January 25, 2022 (Resolution No. 220006), the Board approved a three-year contract with one three-year option to Triad Commercial Services, Ltd., for janitorial services for passenger facilities with a not-to-exceed amount of \$8,432,599.
- On December 13, 2022 (Resolution No. 220191), the Board approved a contract modification for janitorial services for passenger facilities for enhanced cleaning at rail stations to include increased daytime cleaning, platform power washing, a three-month trial of Elevator Ambassadors at four rail stations with Triad Commercial Services, Ltd, and to increase the not-to-exceed amount by \$610,080, for a new total authorized amount not to exceed \$9,042,679.
- On July 11, 2023 (Resolution No. 230076), the Board approved a second contract modification for janitorial services for passenger facilities to expand the elevator attendants to the 12 rail stations with elevators, extend the enhanced cleaning services, i.e., additional cleaning crews and

power washing, to the end of the base term of the contract with Triad Commercial Services, Ltd., and to increase the not-to-exceed amount by \$2,985,480, for a new total authorized amount not to exceed \$12,028,159.

- On January 28, 2025 (Resolution No. 250003), the Board approved a contract modification to exercise a three-year contract option and increase the not-to-exceed amount by \$9,202,000, for a new total authorized amount not to exceed \$21,230,159.
- The Statement of Work (SOW) has been revised to incorporate the newly added Silver Line passenger facilities and remains consistent with the duties and standards established in the previous SOW.
- DART currently maintains 66 Light Rail Station platforms, four Commuter Rail Stations, 14 Light Rail Transit Centers, two Transfer Centers, two Park & Ride facilities, and 30 crew rooms that require janitorial services to ensure a clean environment for passengers and employees. This modification expands the scope of janitorial services to include 10 additional Commuter Rail Stations and one additional Light Rail Station platform, increasing the totals to 14 Commuter Rail Stations and 67 Light Rail Station platforms.

## **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is three years from the award date of February 9, 2022, and the contract provided for one three-year option.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goals for this contract were established in September 2021 at 25% MBE and 5% WBE participation.
- Triad Commercial Services, Ltd., is performing as a Joint Venture that is comprised of a certified MBE firm (Triad Commercial Services, Ltd.) and a certified WBE firm (Texas Facility Services, LLC). This teaming arrangement satisfies the goal requirements for this contract.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Increase Funding**  
**Modification No. 7**

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**Contract Information**

**A. Contract Description:** Janitorial Services for Passenger Facilities

**B. Contractor:** Triad Commercial Services, Ltd

**C. Contract Number:** C-2063264-01

**D. Contractual Action:** Increase funding

**E. Current Contract Amount:** Not to exceed \$21,230,159

**F. Contract Modification Amount:** Not to exceed \$1,470,000

**G. New Contract Amount:** \$22,700,159

**H. Contract Type:** Indefinite Quantity/Indefinite Delivery

**I. Current Term of Contract:** February 9, 2022 – February 8, 2028

**J. Remaining Options Available:** None

**K. Price Considerations:** The initial contract award was based on full and open competition, and all bids/proposals were evaluated inclusive of option years pricing.

**L. Negotiation Memorandum:** None

**M. Determinations Required:** None

**N. Funding:** Local

**O. Determination of Responsibility:**

**Bond Check:** N/A

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Yes

**On-Site Inspection:** Yes

**Arithmetic Check:** Yes

**Verification of Offer:** Yes

**Buy America Certification and/or Audit, if applicable:** N/A

**Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

Triad Commercial Services, Ltd. is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

## Approval of Contract Modification for Janitorial Services for Passenger Facilities

### **M/WBE Considerations**

The goals for this contract were established in September 2021 at 25% MBE and 5% WBE participation. This contract modification of \$1,470,000 will increase the contract amount to \$22,700,150. For this project, Triad Commercial Services, Ltd., is performing as a Joint Venture that is comprised of a certified MBE firm (Triad Commercial Services, Ltd.) and a certified WBE firm (Texas Facility Services, LLC). This teaming arrangement satisfies the goal requirements for this contract.

**NOTE:** The goal is based on the not to exceed amount of \$22,700,159. If there are any changes to this amount, the original goals shall still apply.

### **Summary of EEO-1 Report**

Triad Commercial Services, Ltd., is located in Dallas, TX and employs 14 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	3	4	0	2	9	<b>64.29%</b>
FEMALES	0	0	5	0	0	5	<b>35.71%</b>
TOTAL	0	3	9	0	2	14	<b>100%</b>
PERCENTAGE	<b>0.00%</b>	<b>21.43%</b>	<b>64.29</b>	<b>0.00%</b>	<b>14.28%</b>	<b>100%</b>	

Texas Facility Services, LLC, is located in Dallas, TX and employs 172 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	4	75	0	7	86	<b>50.00%</b>
FEMALES	1	0	82	0	3	86	<b>50.00%</b>
TOTAL	1	4	157	0	10	172	<b>100%</b>
PERCENTAGE	<b>0.58%</b>	<b>2.33%</b>	<b>91.28%</b>	<b>0.00%</b>	<b>5.81%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract Modification for Janitorial Services for Passenger Facilities**

WHEREAS, DART provides passenger facilities throughout the system for the comfort of patrons and employees, and janitorial services are essential to maintain clean, safe, and hygienic conditions within DART's passenger facilities; and

WHEREAS, on January 25, 2022 (Resolution No. 220006), the DART Board authorized award of a contract with Triad Commercial Services, Ltd., for janitorial services for passenger facilities in an amount not to exceed \$8,432,599; and

WHEREAS, on December 13, 2022 (Resolution No. 220191), the DART Board authorized a contract modification for increased daytime cleaning, platform power washing, a three-month trial of Elevator Ambassadors at four rail stations with Triad Commercial Services, Ltd, and to increase the not-to-exceed amount by \$610,080, for a new total authorized amount not to exceed \$9,042,679; and

WHEREAS, on July 11, 2023 (Resolution No. 230076), the DART Board authorized a contract modification to expand the elevator attendants to the 12 rail stations with elevators, extend the enhanced cleaning services, and to increase the not-to-exceed amount by \$2,985,480, for a new total authorized amount not to exceed \$12,028,159; and

WHEREAS, on January 28, 2025 (Resolution No. 250003), the DART Board authorized a contract modification to exercise a three-year contract option and increase the not-to-exceed amount by \$9,202,000, for a new total authorized amount not to exceed \$21,230,159; and

WHEREAS, this contract modification includes Silver Line passenger facilities and enhanced cleaning programs that assign contract personnel to key locations across the service area to uphold cleanliness standards for elevators, and other facilities; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for Janitorial Services for Passenger Facilities with Triad Commercial Services, Ltd. [Contract No. C-2063264-01], to:

- Section 1:       Include janitorial services for the Silver Line passenger facilities and one additional Light Rail Station.
- Section 2:       Increase the not-to-exceed amount by \$1,470,000, for a new total authorized amount not to exceed \$22,700,159.

## **Approval of Contract Modification for Janitorial Services for Passenger Facilities**

Prepared by: /s/ Trenise Winters

Trenise Winters

Executive Vice President and

Chief Operations Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Procurement Analysis 2. SBE Details	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract Modification for Janitorial Services for Operating Facilities

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for Janitorial Services for Operating Facilities with CTJ Maintenance, Inc. [Contract No. C-2061859-01], to: 1) include janitorial services for the Silver Line operations facilities; and 2) increase the not-to-exceed amount by \$174,216, for a new total authorized amount not to exceed \$3,326,066.

## FINANCIAL CONSIDERATIONS

- This contract modification for operating facility janitorial services is included in the Maintenance of Way (MOW)/Facility Maintenance Department's approved FY 2026 operating budget.
- Sufficient funding in the amount of \$174,216 is included in both the MOW/Facility Maintenance Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract modification will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- On August 24, 2021 (Resolution No. 210110), the Board approved a contract with CTJ Maintenance, Inc., for Janitorial Services covering 18 DART bus and rail operations facilities and associated administration buildings, with a not-to-exceed amount of \$1,751,930.
- On October 22, 2024 (Resolution No. 240119), the Board approved a contract modification to exercise two one-year options and increase the not-to-exceed amount by \$1,399,920, for a new total authorized amount not to exceed \$3,151,850.
- This modification adds janitorial services for the Silver Line maintenance and transportation facilities, and updates the Statement of Work (SOW) to incorporate the newly added locations, while remaining consistent with the duties and standards established in the previous SOW.

- Currently, the contract includes janitorial and custodial services for 18 bus and rail operations buildings to include the following: East Dallas Bus Campus (5 buildings), Northwest Bus Location (2 buildings), South Oak Cliff Bus Location (2 buildings), Pioneer Warehouse Location (1 building), Senate Street Paratransit Location (1 building), Central Rail Operating Facility (2 buildings), Northwest Rail Operating Facility (2 buildings), Union Station Location (1 building), Non-Revenue Vehicle Services Location (1 building), and Rowlett Passenger Amenities Facility (1 building). The proposed modification adds one Silver Line maintenance building and one Silver Line transportation building, increasing the total number of service buildings to 20.

## **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is three years from the award date of September 22, 2021, and the contract provides for two one-year options.
- The Contractor's performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- This project was identified in April 2021 to be set aside in totality under the Small Business Enterprise Program.
- CTJ Maintenance, Inc., the prime contractor, is a certified Small Business Enterprise and therefore meets the requirement for award.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Increase Funding**  
**Modification No. 6**

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**Contract Information**

**A. Contract Description:** Contract Modification for Janitorial Services for Operating Facilities

**B. Contractor:** CTJ Maintenance Inc.

**C. Contract Number:** C-2061859-01

**D. Contractual Action:** Increase funding

**E. Current Contract Amount:** Not to exceed \$3,151,850

**F. Contract Modification Amount:** Not to exceed \$174,216

**G. New Contract Amount:** \$3,326,066

**H. Contract Type:** Indefinite Quantity/ Indefinite Delivery

**I. Current Term of Contract:** September 22, 2021 – September 21, 2026

**J. Remaining Options Available:** None

**K. Price Considerations:** The initial contract award was based on full and open competition, and all bids/proposals were evaluated inclusive of option years' pricing.

**L. Negotiation Memorandum:** None

**M. Determinations Required:** N/A

**N. Funding:** Local

**O. Determination of Responsibility:**  
**Bond Check:** N/A  
**Reference Check:** Satisfactory  
**Financial Responsibility Survey:** Satisfactory  
**Insurance Check:** Yes  
**On-Site Inspection:** Yes  
**Arithmetic Check:** Yes  
**Verification of Offer:** Yes  
**Buy America Certification and/or Audit, if applicable:** N/A  
**Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

CTJ Maintenance Inc., is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

## Approval of Contract Modification for Janitorial Services for Operating Facilities

### **SBE Considerations**

This project was identified in April 2021 to be set aside in totality under the Small Business Enterprise Program. CTJ Maintenance, Inc., the prime contractor, is a certified Small Business Enterprises and therefore meets the requirement for award.

### **Summary of EEO-1 Report**

CTJ Maintenance, Inc. is located in Irving, TX and employs 394 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	0	3	117	0	3	123	<b>31.22%</b>
<b>FEMALES</b>	0	3	268	0	0	271	<b>68.78%</b>
<b>TOTAL</b>	0	6	385	0	3	394	<b>100%</b>
<b>PERCENTAGE</b>	<b>0.00%</b>	<b>1.52%</b>	<b>97.72%</b>	<b>0.00%</b>	<b>0.76%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract Modification for Janitorial Services for Operating Facilities**

WHEREAS, daily janitorial services are required for the cleanliness, health, and safety of DART facilities for employees, visitors, and guests; and

WHEREAS, on August 24, 2021 (Resolution No. 210110), the DART Board authorized award of a contract with CTJ Maintenance, Inc., for Janitorial Services in an amount not to exceed \$1,751,930; and

WHEREAS, on October 22, 2024 (Resolution No. 240119), the DART Board authorized a contract modification to exercise two one-year options and increase the not-to-exceed amount by \$1,399,920, for a new total authorized amount not to exceed \$3,151,850; and

WHEREAS, this contract modification adds janitorial services for the Silver Line maintenance and administration facilities and updates the Statement of Work (SOW) to incorporate the newly added locations and remains consistent with the duties and standards established in the previous SOW; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for Janitorial Services for Operating Facilities with CTJ Maintenance, Inc., to:

- Section 1:       Include janitorial services for the Silver Line maintenance and administration facilities.
- Section 2:       Increase the not-to-exceed amount by \$174,216, for a new total authorized amount not to exceed \$3,326,066.

## **Approval of Contract Modification for Janitorial Services for Operating Facilities**

Prepared by: /s/ Trenise Winters

Trenise Winters

Executive Vice President and

Chief Operations Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract Modification for Elevator and Escalator Lift Equipment Maintenance

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for elevator and escalator lift equipment maintenance with Oracle Elevator Holdco, Inc., dba EMR Elevator, Inc. [Contract No. C-2073644-01], to: 1) add three elevators for the Silver Line stations, and 2) increase the not-to-exceed amount by \$394,300, for a new contract amount not to exceed \$8,772,822 and a new total authorized amount not to exceed \$9,872,822.

## FINANCIAL CONSIDERATIONS

- This contract modification for elevator and lift equipment maintenance is included in the Maintenance of Way (MOW)/Facility Maintenance Department's approved FY 2026 operating budget.
- Sufficient funding in the amount of \$394,300 is included in both the Maintenance of Way (MOW)/Facility Maintenance Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract modification will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- On May 23, 2023 (Resolution No. 230053), the Board approved a five-year contract with no options to Oracle Elevator Holdco, Inc., dba EMR Elevator, Inc., for elevator and escalator lift equipment maintenance [Contract No. C-2073644-01], for an amount not to exceed \$8,378,522 for routine maintenance, and an amount not to exceed \$1,100,000 for capital improvements for component replacement, for a total authorized amount not to exceed \$9,478,522.
- DART provides elevators and escalator lift equipment throughout the DART Light Rail system and operating divisions to ensure these locations are accessible, comfortable, and convenient for the public and employees.
- This modification adds three elevators at Silver Line stations, two at the 12th Street Station in Plano, and one at the Downtown Carrollton Station. The request provides additional funding

needed for the operation, maintenance, and repair of these three new elevators under the current contract. This addition will bring the total count to 43 elevators and 8 escalators.

- The updated Statement of Work (SOW) aligns elevator and escalator maintenance with DART's current operational needs and standards by requiring routine, scheduled service that improves reliability and safety.

## **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is five years from the award date of May 24, 2023, and the contract provides no options.
- The pricing for the funding increase is fair and reasonable.
- Contractor performance is satisfactory
- The procurement analysis is provided as Attachment 1

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was established in September 2022 at 15% M/WBE participation.
- Oracle Elevator Holco, Inc., dba EMR Elevator, Inc., the prime contractor, has committed to meet the goal.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Increase Funding**  
**Modification No. 4**

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**Contract Information**

- A. Contract Description:** Contract Modification for Elevator and Escalator Lift Equipment Maintenance
- B. Contractor:** Oracle Elevator Holdco dba EMR Elevator, Inc.
- C. Contract Number:** C-2073644-01
- D. Contractual Action:** Increase funding
- E. Current Contract Amount:** Not to exceed \$8,378,522 with a contingency not to exceed \$1,100,000
- F. Contract Modification Amount:** Not to exceed \$394,300
- G. New Contract Amount:** Not to exceed \$8,772,822 with a remaining contingency of \$173,636
- H. Contract Type:** Indefinite Delivery/Indefinite Quantity
- I. Current Term of Contract:** Five-year contract
- J. Remaining Options Available:** N/A
- K. Price Considerations:** The pricing for the funding increase is fair and reasonable based on the original competition and is equal to the current pricing.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** N/A
- N. Funding:** Local
- O. Determination of Responsibility:**  
**Bond Check:** N/A  
**Reference Check:** Satisfactory  
**Financial Responsibility Survey:** Satisfactory  
**Insurance Check:** Yes  
**On-Site Inspection:** Yes  
**Arithmetic Check:** Yes  
**Verification of Offer:** Yes  
**Buy America Certification and/or Audit, if applicable:** N/A  
**Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

Oracle Elevator Holdco dba EMR Elevator, Inc., is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

## Approval of Contract Modification for Elevator and Escalator Lift Equipment Maintenance

### M/WBE Considerations

The goal for this contract was established in September 2022 at 15% M/WBE participation. This contract modification of \$394,300 will increase the contract amount to \$8,772,822. Of the modification amount \$59,146 has been committed to the following certified firms:

### WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT
Lift Aids.	Euless, TX	White Female	Provide, Install & Maintain Commercial Wheelchair Lifts	\$29,573
Champion Fuel Solutions	Dayton, TX	White Female	Hydraulic Oil for Vertical Transportation Equipment	\$29,573

**TOTAL WBE PARTICIPATION: \$59,146**

For the entire contracting period Oracle Elevator Holco, Inc., dba EMR Elevator, Inc. has committed to meet the goal through the utilization of the following certified firms.

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Lift Aids.	Euless, TX	White Female	Provide, Install & Maintain Commercial Wheelchair Lifts	\$657,963	7.50%.
Champion Fuel Solutions	Dayton, TX	White Female	Hydraulic Oil for Vertical Transportation Equipment	\$657,963	7.50%

**TOTAL M/WBE PARTICIPATION: \$1,315,923 15.00%\***

**NOTE:** The goal is based on the not to exceed amount of \$8,772,822. If there are any changes to this amount, the original goal shall still apply.

\*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

## Summary of EEO-1 Report

Oracle Elevator Holdco, Inc., dba EMR Elevator, Inc. is located in Tampa, FL and employs 682 individuals. The following is an analysis of their EEO-1 report:

	AAPI	BLACK	HISPANIC	NATIVE AM.	TWO OR MORE	UNKNOWN	WHITE	TOTAL	PERCENTAGE
MALES	8	28	154	1	10	11	385	597	<b>87.54%</b>
FEMALES	2	5	15	0	4	2	57	85	<b>12.46 %</b>
TOTAL	10	33	169	1	14	13	442	682	<b>100%</b>
PERCENTAGE	<b>1.47%</b>	<b>4.84%</b>	<b>24.78%</b>	<b>0.15%</b>	<b>2.05%</b>	<b>1.91</b>	<b>64.80%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract Modification for Elevator and Escalator Lift Equipment Maintenance**

WHEREAS, DART provides elevator and escalator lift equipment at specific light rail stations and operating divisions to ensure these locations are physically accessible for the public and to increase the comfort and convenience of customers and employees; and

WHEREAS, on May 23, 2023 (Resolution No. 230053), the DART Board authorized award of a contract with Oracle Elevator Holdco, Inc., dba EMR Elevator, Inc., for elevator and escalator lift equipment maintenance and component replacement in a total authorized amount not to exceed \$9,478,522; and

WHEREAS, this modification adds three elevators at Silver Line stations, two at the 12th Street Station in Plano, and one at the Downtown Carrollton Station; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for elevator and escalator lift equipment maintenance with Oracle Elevator Holdco, Inc., dba EMR Elevator, Inc. [Contract No. C-2073644-01], to:

Section 1:	Add three elevators for the Silver Line stations.
Section 2:	Increase the not-to-exceed amount by \$394,300 for a new contract amount not to exceed \$8,772,822 and a new total authorized amount not to exceed \$9,872,822.

## **Approval of Contract Modification for Elevator and Escalator Lift Equipment Maintenance**

Prepared by: /s/ Trenise Winters

Trenise Winters

Executive Vice President and

Chief Operations Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics 3. TRE Board Authorization History	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Improvements at Haltom Road, Beach Street and Riverside Drive

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification to provide additional funding to the Trinity Railway Express (TRE) Operations and Maintenance Contract with Herzog Transit Services, Inc., [Contract No. C-2005858-01], for the reimbursable project providing crossing safety enhancements at Haltom Road, Beach Street and Riverside Drive in the amount of \$3,586,722, for a new total authorized amount not to exceed \$727,860,526.

## FINANCIAL CONSIDERATIONS

- This contract for safety enhancements at Haltom Road, Beach Street, and Riverside Drive is included in the Riverside, Beach Street, and Haltom Road Crossings Improvements project in the approved FY 2026 capital budget.
- Sufficient funding for this contract in the amount of \$3,586,722 is included in both the Riverside, Beach Street, and Haltom Road Crossings Improvements project and the Commuter Rail capital line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- This item supports Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as a first in mind; and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.
- Pursuant to the Highway Safety Act of 1973, the state is charged with the responsibility of prioritizing grade crossing safety improvements for public highway-railroad grade crossings in the state of Texas using federal funds. The state has received concurrence from TRE through the diagnostic survey report that Haltom Road, Beach Street, and Riverside Drive crossings are locations in which these federal funds can be used for the safety improvements.

- This contract modification allows for reliability and safety improvements through environmental enhancements at three crossings, thereby reducing the number of incidents in these areas.
- The scope of work for these safety crossing enhancements will be 100% reimbursed by the Texas Department of Transportation.
- The improvements at Haltom Road will consist of a design for signal improvements, installation of an 8x8 new signal bungalow and associated items, and the installation of two new railroad gates.
- The improvements at Beach Street will consist of a design for signal improvements, installation of an 8x10 new signal bungalow and associated items, installation of four pedestrian gates and four swing gates, the removal and installation of four railroad entrance gates, and the installation of a pedestrian road crossing.
- The improvements at Riverside Drive will consist of a design for signal improvements, installation of an 8x10 new signal bungalow and associated items, installation of preemption to the 4th Street signal, installation of four pedestrian gates and four swing gates, and the installation of a pedestrian road crossing.
- On September 22, 2015 (Resolution No. 150102), the Board authorized the award of a contract to Herzog Transit Services, Inc. (HTSI), for the provision of TRE commuter rail operation services between Dallas and Fort Worth. The history of Board authorizations for this contract is provided in Attachment 3.
- This action was presented to and approved by the Trinity Metro Board of Directors on November 17, 2025.
- Pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between DART and Trinity Metro for the Operation and Development of the Trinity Railway Express Commuter Rail Service, dated September 16, 2003 (Resolution No. 030084), DART is acting as the procuring agency on behalf of Trinity Metro and the TRE for this contract.

## PROCUREMENT CONSIDERATIONS

- The base term of the contract is 10 years from the award date of October 1, 2015, and the contract provides for one five-year option.
- The pricing for the exercise of the option year is fair and reasonable.
- The Contractor's performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

## VENDOR DEMOGRAPHICS

- The goals for this contract were established in February 2014 at 7% DBE and 27% M/WBE participation.
- Herzog Transit Services, Inc., the prime contractor, has committed to meet the DBE goal and exceed the M/WBE goal.

- The D/M/WBE analysis and Equal Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Increase Funding**  
**Modification No. 34**

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**Contract Information**

**A. Contract Description:** Trinity Railway Express Operation and Maintenance

**B. Contractor:** Herzog Transit Services, Inc.

**C. Contract Number:** C-2005858-01

**D. Contractual Action:** Increase funding for Crossing Safety Improvements at Haltom Road, Beach Street and Riverside Drive

**E. Current Contract Amount:** Not to exceed \$723,927,345

**F. Contract Modification Amount:** \$3,586,722

**G. New Contract Amount:** Not to exceed \$727,514,067

**H. Contract Type:** This is a fixed-price contract with price adjustment, lump sum items, definite and indefinite quantity items, unit cost items, and allowance items.

**I. Current Term of Contract/Performance Period:** 10/01/2015 – 09/30/2030

**J. Remaining Options Available:** One, five-year option

**K. Price Considerations:** The initial contract award was based on full and open competition. Price for the modification is determined fair and reasonable based on current contract pricing.

**L. Negotiation Memorandum:** N/A

**M. Determinations Required:** N/A

**N. Funding:** Federal/Local

**O. Determination of Responsibility:**

**Bond Check:** Yes

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Yes

**On-Site Inspection:** N/A

**Arithmetic Check:** Yes

**Verification of Offer:** Yes

**Buy America Certification and/or Audit, if applicable:** N/A

**Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

Herzog Transit Services, Inc., is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

**Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Improvements at Haltom Road, Beach Street and Riverside Drive**

**D/M/WBE Considerations**

The goals for this contract were established in February 2014 at 7% DBE and 27% M/WBE participation. Herzog Transit Services, Inc., the prime contractor, has committed to meet the DBE goal and exceed the M/WBE goal through utilization of the following certified firms:

**DBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENTAGE</b>
2M Business Products	Dallas, TX	Asian Indian Male	Office Supplies	\$509,260	0.07%
Texas Lone Star Materials, Inc.	Ft. Worth, TX	White Female	Hauling Services	\$509,260	0.07%
TCR Rail Systems	Simpsonville, KY	White Female	Gate Assemblies	\$436,508	0.06%
V&V Enterprises, Inc.	Carrollton, TX	Black Female	Equipment Maintenance Services	\$49,470,957	6.80%
<b>TOTAL DBE PARTICIPATION:</b>				<b>\$50,925,985</b>	<b>7.00%*</b>

**M/WBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENTAGE</b>
Advanced Business Graphics, Inc.	Coppell, TX	White Female	Administrative Services	\$72,751	0.01%
B&B Diversified Materials	Bend, OR	Asian Pacific Female	Material Supply	\$23,207,699	3.19%
B&B Waste Transit	Dallas, TX	White Female	Transportation of Waste	\$1,091,271	0.15%
Bluebonnet Waste Control, Inc.	Dallas, TX	Hispanic Male	Sanitation Services	\$291,006	0.04%
Buyer's Barricades	North Richland Hills, TX	White Female	Traffic Control & Equipment	\$291,006	0.04%
C. Green Scaping, LP	Ft. Worth, TX	Hispanic Female	Landscaping	\$72,751	0.01%

Ceco Sales Corp.	Ft. Worth, TX	Native American Male	Office & Shop Supplies	\$218,254	0.03%
Domingo Vara Chevrolet, L.P.	San Antonio, TX	Hispanic Male	Vehicles and Services	\$3,783,073	0.52%
G&G Protection	Irving, TX	Black Male	Security Guard Services	\$6,038,367	0.83%
The Green Chemical Store, Inc.	Wylie, TX	White Female	Cleaning Supplies & Services	\$509,260	0.07%
ICC Energy Corporation	Dallas, TX	Black Male	Fuel & Miscellaneous Service	\$114,801,720	15.78%
Moreno Supply, Inc.	Addison, TX	Hispanic Male	Cable Supply	\$291,006	0.04%
North Texas Trucking, Inc.	Dallas, TX	Hispanic Male	Hauling Services	\$5,965,615	0.82%
Office Clean America	Dallas, TX	Black Male	Office Cleaning Services	\$72,751	0.01%
Parsons Pest Control	Dallas, TX	Black Female	Extermination Services	\$21,825	0.003%
Protect Environmental Services, Inc.	Haltom City, TX	White Female	Waste Collection Services	\$291,006	0.04%
PTMW	Topeka, KS	White Female	Signal House	\$72,751	0.01%
QN Management Solutions	Allen, TX	Asian Pacific Male	Furnish Track Materials & Scheduling Services	\$34,265,913	4.71%
Ricochet Fuel	Euless, TX	White Female	Fuel Services	\$8,148,158	1.12%
Safety Supply, Inc.	San Antonio, TX	White Female	Safety Supplies	\$145,503	0.02%
Self Rep/Willard Johnson	Dallas, TX	Black Male	Cleaning Supplies and Services	\$145,503	0.02%
TKC Entreprises DBA Batteries Plus	Irving, TX	Asian Pacific Male	Batteries	\$145,503	0.02%
Your Pest Control Company	Lake Worth, TX	White Female	Pest Control Services	\$72,751	0.01%

**TOTAL M/WBE PARTICIPATION: \$200,088,194 27.50%\***

**TOTAL D/M/WBE PARTICIPATION: \$251,014,179 34.50%\***

NOTE: The goals are based on the new not to exceed amount of \$727,514,067. If there are any changes to this amount, the original goals shall apply.

\*The percentages and dollar amounts may remain level, increase or decrease depending on the circumstances.

### **Summary of EEO-1 Report**

Herzog Transit Services, Inc., is located in Irving, TX and employs 74 individuals. The following is an analysis of their EEO-1 report:

	<b>ASIAN</b>	<b>BLACK</b>	<b>HISPANIC</b>	<b>NATIVE AM.</b>	<b>WHITE</b>	<b>TOTAL</b>	<b>Percentage</b>
<b>MALES</b>	1	9	9	0	38	57	77.03%
<b>FEMALES</b>	0	2	3	0	12	17	22.97%
<b>TOTAL</b>	<b>1</b>	<b>11</b>	<b>12</b>	<b>0</b>	<b>50</b>	<b>74</b>	<b>100%</b>
<b>PERCENTAGE</b>	<b>1.35%</b>	<b>14.87%</b>	<b>16.22%</b>	<b>0.00%</b>	<b>67.56%</b>	<b>100%</b>	

TRE Regional O&M Contract Modifications				
Date	Action	Contract Change Amount	Total Board Authorized NTE Amount	Board Resolution No.
9/22/2015	Contract Award to HTSI for the provision of TRE commuter rail operation services between Dallas and Fort Worth	\$ -	\$ 317,623,839	15012
5/10/2016	Contract modification with HTSI for a reimbursable expenditure for track, signal, and other rail related work on the TRE corridor at the Calloway Cemetery and Tarrant Main Street Grade Crossings in Tarrant County	\$ 1,155,000	\$ 318,778,839	160043
6/14/2016	Contract modification with HTSI for flagging, safety training, and project coordination for the project with Verizon to provide the extension of the existing conduits, installation of lateral drops, and installation of fiber optic cable	\$ 500,000	\$ 319,278,839	160061
8/22/2017	Contract modification with HTSI for the acquisition and installation of trackwork for the TRE Valley View project	\$ 4,660,392	\$ 323,939,231	170075
	Work Contingency	\$ 200,000	\$ 324,139,231	170075
7/12/2018	Non-Board approved use of contingency in the amount of \$21,637 for security, mobile fueling, dumping, mechanical and transportation labor for trains	\$ -	\$ 324,139,231	Contract Mod 5
8/14/2018	Use of contingency in the amount of \$178,000 for the TRE O&M Contract with HTSI for additional flagging to support the general contractor for the TRE Valley View Project	\$ -	\$ 324,139,231	180064
	Unused contingency from Valley View Project in the amount of \$363)	\$ -	\$ 324,139,231	
12/11/2018	Contract modification with HTSI for test trains, crew, costs, Roadway Worker Protection/flagging, Employee In Charge, mechanical engineering support, and signal and communications engineering support services provided during the installation of Positive Train Control	\$ 1,366,939	\$ 325,506,170	180131
10/19/2019	De-obligated from the TRE operations and Maintenance Contract for the	\$ (266,334)	\$ 325,239,836	

	trackwork portion of the TRE Valley view Project			
9/22/2020	Contract modification with HTSI to provide additional funding for additional TRE dispatchers	\$ 1,883,866	\$ 327,123,702	200096
12/8/2020	Contract modification to increase funding to the existing Trinity Railway Express ten-year O&M contract to support PTC by providing ongoing service continuity and supporting all PTC systems in a manner that does not degrade the service, service level flexibility or performance, and is responsible for ensuring the PTC system maintains FRA compliance	\$ 7,118,138	\$ 334,241,840	200130
4/27/2021	Contract modification for the Market Center Blvd. Crossing Improvement to provide additional funding for a reimbursable expenditure project to add northbound cantilevers, a pedestrian gate, and a new signal bungalow at the Market Center Blvd. crossing in the not-to-exceed amount of \$433,822	\$ 433,822	\$ 334,675,662	210047
8/23/2021	Contract modification southbound Market Center Blvd. Crossing Improvement to provide additional funding for a reimbursable expenditure project to add a southbound cantilever arm, relocate existing southbound signal arm, and add two pedestrian gates at the Market Center Blvd. crossing in the not-to-exceed amount of \$251,495	\$ 251,495	\$ 334,927,157	210111
8/23/2021	Contract modification to oversee work related to updating the TRE Wash Bay to provide additional funding for this project not-to-exceed amount of \$450,000	\$ 450,000	\$ 335,377,157	210112
8/23/2021	Contract modification to provide additional funding to the Trinity Railway Express O&M contract for a reimbursable expenditure for acquisition and installation of track and signal work for the TRE Trinity Lakes Station project in the amount of \$3,297,910, plus a supplemental work contingency of \$433,047 for unanticipated expenses	\$ 3,297,910	\$ 338,675,067	210113
	Work Contingency	\$ 433,047	\$ 339,108,114	210113

8/24/2022	Contract modification to provide additional funding to the Regional Commuter Rail Operations and Maintenance Contract for a 100% reimbursable expenditure by Trinity Metro for Positive Train Control (PTC) additional scope of work for the TRE Trinity Lakes Station project in the amount of \$434,259.46,	\$ 434,260	\$ 339,542,374	220111
9/27/2022	Contract modification for Regional Commuter Rail Operations and Maintenance to increase the not-to-exceed amount by \$466,642 for the additional scope of work for the TRE wash bay project, plus a contingency of \$99,000, for an adjusted authorized amount not to exceed \$565,642, for a new total authorized amount not to exceed \$340,058,016	\$ 466,642	\$ 340,009,016	220137
	Work Contingency	\$ 99,000	\$ 340,108,016	220137
3/21/2023	Contract Modification to Increase Funding of the Regional Commuter Rail Operations and Maintenance Contract for a not-to-exceed amount of \$1,358,233, for the repair of the Elm Fork Bridge on the Madill Railroad Corridor, for a new total authorized amount not to exceed \$341,416,249	\$ 1,358,233	\$ 341,466,249	230024
6/27/2023	Contract modification for the Regional Commuter Rail Operations and Maintenance contract for the additional scope of work for the Silver Line operations support during pre-revenue activities and other support activities	\$ 39,494,047	\$ 380,960,296	230065
	Work Contingency	\$ 754,200	\$ 381,714,496	230065
7/11/2023	Contract modification for the Regional Commuter Rail Operations and Maintenance contract to increase the not-to-exceed amount by \$1,005,000 for construction of six miles of fencing and four gates along the TRE right-of-way for a new total authorized amount not to exceed \$382,669,496	\$ 1,005,000	\$ 382,719,496	230079
9/24/2024	Approval to Exercise a Modified Contract Option for Trinity Railway Express and Silver Line Operations and Maintenance Services	\$ 337,776,825	\$ 720,496,321	240106
10/28/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support	\$ 109,780	\$ 720,606,101	250127

	of the 2026 FIFA World Cup Games – Speaker Replacement			
10/28/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support of the 2026 FIFA World Cup Games – Vinyl Seat Replacement	\$ 1,539,185	\$ 722,145,286	250128
11/18/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support of the 2026 FIFA World Cup Games – Locomotive Spare Parts	\$ 1,476,800	\$ 723,622,086	250143
12/9/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Fence Installation at Fort Worth Central Station	\$ 108,032	\$723,730,118	250163
12/9/2025	Approval of Contract Modification to the Trinity Railway Express (TRE) Operations and Maintenance Contract for a Security and Access Control System at TRE Equipment Maintenance Facility	\$ 278,453	\$724,008,571	250162
12/9/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Pre-emption Improvements at Rogers Road	\$ 265,233	\$724,273,804	250164

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Improvements at Haltom Road, Beach Street and Riverside Drive**

WHEREAS, on September 22, 2015 (Resolution No. 150102), the Board approved a ten-year contract with Herzog Transit Services, Inc., (HTSI) for the provision of Trinity Railway Express (TRE) commuter rail operation services between Dallas and Fort Worth, for a total authorized amount not to exceed \$317,623,839; and

WHEREAS, the Board has authorized subsequent contract actions as follows: May 10, 2016 (Resolution No. 160043), June 14, 2016 (Resolution No. 160061), August 22, 2017 (Resolution No. 170075), August 14, 2018 (Resolution No. 180064), December 11, 2018 (Resolution No. 180131), September 22, 2020 (Resolution No. 200096), December 8, 2020 (Resolution No. 200130), April 27, 2021 (Resolution No. 210047), August 24, 2021 (Resolution No. 210111), August 24, 2021 (Resolution No. 210112), August 24, 2021 (Resolution No. 210113), August 23, 2022 (Resolution No. 220111), September 27, 2022 (Resolution No. 220137), March 21, 2023 (Resolution No. 230024), June 27, 2023 (Resolution No. 230065), July 11, 2023 (Resolution No. 230079), September 24, 2024 (Resolution No. 240106), October 28, 2025 (Resolution No. 250127), October 28, 2025 (Resolution No. 250128), November 18, 2025 (Resolution No. 250143), December 9, 2025 (Resolution No. 250163), December 9, 2025 (Resolution No. 250162) and December 9, 2025 (Resolution No. 250164), for a new total authorized amount not to exceed \$724,273,804; and

WHEREAS, on October 19, 2019, \$266,334 was de-obligated from the TRE Operations and Maintenance Contract for the trackwork portion of the TRE Valley View Project; and

WHEREAS, pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between Dallas Area Rapid Transit and Trinity Metro for the Operation and Development of the Trinity Railway Express Commuter Rail Service, dated September 16, 2003 (Resolution No. 030084), DART is acting as the lead agency on behalf of the TRE; and

WHEREAS, pursuant to the Highway Safety Act of 1973, the State is charged with the responsibility of prioritizing grade crossing safety improvements for public highway-railroad grade crossings in the State of Texas using federal funds; and

WHEREAS, the improvements at Haltom Road, Beach Street, and Riverside Drive will allow for reliability and safety improvements for pedestrians, vehicle traffic, and train traffic; and

WHEREAS, the proposed price for this contract modification is fair and reasonable; and

WHEREAS, funding for this contract modification is covered 100% by the Texas Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for additional funding to the Trinity Railway Express Operations and Maintenance Contract with Herzog Transit Services, Inc., [Contract No. C-2005858-01], for a reimbursable expenditure project providing crossing safety improvements at Haltom Road, Beach Street and Riverside Drive in the amount of \$3,586,722, for a new total authorized amount not to exceed \$727,860,526.

**Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Improvements at Haltom Road, Beach Street and Riverside Drive**

Prepared by: /s/ Trenise Winters

Trenise Winters  
Executive Vice President and  
Chief Operations Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract Modification for Armed Security Guard Services

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for armed security guard services at DART administrative and operating facilities, passenger stations, and for revenue agents and cleaners with Metropolitan Security Services, Inc., dba Walden Security [Contract No. C-2063659-01], to: 1) extend the performance period by six months to August 31, 2026; and 2) increase the not-to-exceed amount by \$5,825,000, for a new total authorized amount not to exceed \$32,062,884.

## FINANCIAL CONSIDERATIONS

- This contract modification for Armed Security Guard Services at DART facilities, revenue agents, trains and stations is included in the Police Department's approved FY 2026 operating budget.
- Sufficient funding for this contract modification in the amount of \$5,825,000 is included in both the Police Department's FY 2026 Operating Expense budget and the Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- On February 22, 2022 (Resolution No. 220029), the Board authorized a two-year contract for armed security guard services for DART facilities, passenger locations, and revenue agents [Contract No. C-2063659-01] in the amount of \$8,011,710.
- On July 11, 2023 (Resolution No. 230081), the Board authorized 1) exercising the first option early and 2) additional funding in an amount not to exceed \$7,300,000 to allow for enhanced security at operations facilities, for a new total authorized amount not to exceed \$15,311,710. The current contract was based on the security climate in 2021, which has changed considerably.
- On January 28, 2025 (Resolution No. 250002), the Board authorized exercising the second option, extending the performance period for one year, and increasing the not-to-exceed amount by \$10,926,174, for a new total authorized amount not to exceed \$26,237,884.
- Extending the current contract by six months allows for continued enhanced security through the FIFA World Cup activities during Summer 2026.

- Metropolitan Security Services, Inc., dba Walden Security, provides armed security guards for the benefit of patrons, stakeholders, and employees. At passenger facilities, security guards greet and direct visitors, and patrol rail stations and transit centers on foot or by vehicle. They also monitor DART operational divisions, maintain a presence at the entrance/exit gates, and remain alert for suspicious persons, criminal acts, or disruptive activities. At DART administrative headquarters at 1401 Pacific Ave., the security guards greet and direct visitors, provide parking garage attendants, and provide additional personnel for screening on Board meeting days. Security guards monitor fire control and surveillance camera systems. Security guards are also assigned to protect revenue agents and cleaners.
- This contract provides for hours of security services instead of a specific number of guards. This allows DART Police flexibility in the deployment of security guards.
- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

## **PROCUREMENT CONSIDERATIONS**

- The contract was awarded on February 4, 2022. The contract executed with Metropolitan Security Services, Inc., dba Walden Security included the Option to Extend Services and two one-year options. The second option was executed on February 14, 2025, and will expire on February 28, 2026.
- The pricing for the modification is fair and reasonable.
- The contractor's performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was established in July 2021 at 30% M/WBE participation.
- Metropolitan Security Services, Inc. dba Walden Security, the prime contractor, is a certified WBE firm; therefore, the goal has been met. Furthermore, Metropolitan Security Services, Inc., dba Walden Security has committed to additional WBE participation.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.062 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Exercise Option**  
**Modification No. 5**

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**Contract Information**

- A. Contract Description:** Armed Security Guard Services
- B. Contractor:** Metropolitan Security Services, Inc., dba Walden Security
- C. Contract Number:** C-2063659-01
- D. Contractual Action:** Extend time and increase funding
- E. Current Contract Amount:** \$26,237,884
- F. Contract Modification Amount:** \$5,825,000
- G. New Contract Amount:** \$32,062,884
- H. Contract Type:** Indefinite Delivery/Indefinite Quantity
- I. Current Term of Contract/Performance Period:** 02/24/2022 – 02/28/2026
- J. Remaining Options Available:** None
- K. Price Considerations:** Pricing is fair and reasonable at the time of the contract award.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** N/A
- N. Funding:** Local
- O. Determination of Responsibility:**
  - Bond Check:** N/A
  - Reference Check:** Satisfactory
  - Financial Responsibility Survey:** Satisfactory
  - Insurance Check:** Yes
  - On-Site Inspection:** Yes
  - Arithmetic Check:** Yes
  - Verification of Offer:** Yes
- Buy America Certification and/or Audit, if applicable:** N/A
- Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

Metropolitan Security Services, Inc., dba Walden Security is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

## Approval of Contract Modification for Armed Security Guard Services

### M/WBE Considerations

The goal for this contract was established in July 2021 at 30% M/WBE participation. This contract modification of \$5,825,000 will increase the contract amount to \$32,062,884. Of the modification amount, Metropolitan Security Services, Inc., dba Walden Security, has committed \$1,456,250 to the following certified firm:

### WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT
USAPD, LLC dba USA Patrol Division	Houston, TX	White Female	Security Services	\$1,456,250

**ADDITIONAL WBE PARTICIPATION (for this increase): \$1,456,250**

For the entire contracting period, Metropolitan Security Services, Inc. dba Walden Security, the prime contractor, is a certified WBE firm; therefore, the goal has been met. Furthermore, Metropolitan Security Services, Inc., dba Walden Security has committed to additional WBE participation through the utilization of the following certified firm:

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENT
USAPD, LLC dba USA Patrol Division	Houston, TX	White Female	Security Services	\$8,015,721	25.00%

**TOTAL WBE PARTICIPATION: \$8,015,721 25.00%\***

**NOTE:** The goal is based on the not to exceed amount of \$32,062,884. If there are any changes to this amount, the original goal will apply.

\*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

### Summary of EEO-1 Report

Metropolitan Security Services, Inc. dba Walden Security is located in Chattanooga, TN and employs 86 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	1	43	5	1	9	59	<b>68.60%</b>
FEMALES	0	24	1	0	2	27	<b>31.40%</b>
TOTAL	1	67	6	1	11	86	<b>100%</b>
PERCENTAGE	<b>1.16%</b>	<b>77.91%</b>	<b>6.98%</b>	<b>1.16%</b>	<b>12.79%</b>	<b>100%</b>	

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of Contract Modification for Armed Security Guard Services**

WHEREAS, on February 22, 2022 (Resolution No. 220029), a contract for armed security guard services was awarded to Metropolitan Security Services, Inc., dba Walden Security (Contract No. C-2063659-01) in the amount of \$8,011,710; and

WHEREAS, on July 11, 2023 (Resolution No. 230081), the Board authorized a modification to the contract to exercise the first contract option and increase the not-to-exceed amount by \$7,300,000, for a new total authorized amount not to exceed \$15,311,710; and

WHEREAS, on January 28, 2025 (Resolution No. 250002), the Board authorized exercising the second option, extending the performance period for one year and increasing the not-to-exceed amount by \$10,926,174, for a new total authorized amount not to exceed \$26,237,884; and

WHEREAS, DART recognizes the need for security for its customers, employees, and DART property; and

WHEREAS, DART desires to continue uninterrupted security services; and

WHEREAS, DART desires to maintain increased security at operations divisions; and

WHEREAS, the proposed pricing for the contract modification is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for armed security guard services for DART administrative and operating facilities, passenger stations, and for revenue agents and cleaners with Metropolitan Security Services, Inc., dba Walden Security [Contract No. C-2063659-01], to:

Section 1: Extend the performance period by six months to August 31, 2026.

Section 2: Increase the not-to-exceed amount by \$5,825,000, for a new total authorized amount not to exceed \$32,062,884.

## **Approval of Contract Modification for Armed Security Guard Services**

Prepared by: /s/ Charles Cato

Charles Cato

Chief of Police and

Emergency Management

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

<b>Attachments:</b> 1. Contract Award Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** January 13, 2026

**SUBJECT:** Approval of Contract for Modernization of Elevators

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a 16-month contract with no options for the Modernization of Elevators along the Green and Orange Rail Lines to Oracle Elevator Holdco, Inc., dba Elevated Facility Services [Contract No. C-2093956-01], for an amount not to exceed \$733,456, with a contingency of \$16,544, for a total authorized amount not to exceed \$750,000.

## FINANCIAL CONSIDERATIONS

- This contract for the Modernization of Elevators along the Green and Orange Rail Lines is included in the Green and Orange Line Elevator Modernization project budget of the approved FY 2026 Capital Budget.
- Sufficient funding for this contract in the amount of \$750,000 is included in both the Green and Orange Line Elevator Modernization and Light Rail Capital line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 3: Quality of Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- This contract provides upgrades and alterations to the eight elevators along the Green and Orange Rail Lines. These elevators have aged equipment that is becoming more difficult to repair or replace. Newer equipment allows for more efficient and higher-quality service, increased reliability, and easier maintenance because it aligns with the equipment used on the Red Line elevators.
- The Contractor shall provide, at a minimum, upgrades to the hydraulic jack pumps, power supplies, car operating panels, elevator travel cables, emergency lighting, controllers, control panels, and exterior fixtures.

## PROCUREMENT CONSIDERATIONS

- On August 25, 2025, a Request for Proposals (RFP) was sent to firms for the Modernization of

Elevators.

- This will be a definite quantity/definite delivery contract for 16 months with no options.
- The contract award analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was originally established in July 2025 at 13% M/WBE participation. A reanalysis was conducted in December 2025, and a Small Business goal was established at 7% SBE participation.
- Oracle Elevator Holdco, Inc., dba Elevated Facility Services, the prime contractor, has committed to meet the SBE goal.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**CONTRACT AWARD ANALYSIS**  
**(Request for Proposals)**  
**RFP NO. P-2093956**

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**Contract Information**

- A. Description:** Modernization of Elevators
- B. Contractor:** Oracle Elevator Holdco, Inc., dba Elevated Facility Services
- C. Contract Number:** C-2093956-01
- D. Contract Amount:** Not to exceed \$733,456, plus a contingency amount of \$16,544, for a total authorized amount not to exceed \$750,000
- E. Contract Type:** Definite Quantity/Definite Delivery
- F. Performance Period:** 16 months
- G. Options Available:** None
- H. Bond Requirement:** Yes
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

**Solicitation Information**

- A. Issue Date:** 08/25/2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** October 3, 2025 @ 2:00 PM
- D. Proposals Received:** Three
- E. Discussion of Proposal Evaluation Process:** The proposal was evaluated against the following criteria by a Source Evaluation Committee (SEC) appointed to conduct proposal evaluations:

Qualifications of the Firm	200 Maximum Points
Qualifications of the Staff	100 Maximum Points
Work Plan	300 Maximum Points
Price	<u>400 Maximum Points</u>
<b>Total Points</b>	<b>1000 Maximum Points</b>

- F. Discussion of Unacceptable Proposals:** None

**G. Proposal Scoring:**

<b>Firm Name</b>	<b>Price</b>	<b>Technical Points (Max 600)</b>	<b>Price Points (Max 400)</b>	<b>Total (Technical &amp; Price) Points (Max 1000)</b>	<b>Final Ranking</b>
Oracle Elevator Holdco, Inc., dba Elevated Facility Services	\$733,456	513	400	913	1
Prestige Elevator Services, LLC	\$1,025,230	401	286	687	2
Berri-Tree Holding, LLC	\$1,272,086	90	230	320	3

Oracle Elevator Holdco, Inc., dba Elevated Facility Services was evaluated and scored a total of 913 out of 1000 points.

**H. Negotiation Memorandum:** Available for review in the contract file.

**I. Cost & Price Analysis:** The price is fair and reasonable based on competition.

**J. Determination of Responsibility:**

**Bond Check:** After award

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Yes

**On-Site Inspection:** N/A

**Arithmetic Check:** Yes

**Verification of Offer:** Yes

**Buy America Certification and/or Audit, if applicable:** N/A

**Debarred/Suspended list:** Not on the debarred /suspended list.

**K. Protests Received:** None

**L. Determinations Required:** None

**Determination and Recommendation**

Oracle Elevator Holdco, Inc., dba Elevated Facility Services is a responsible offeror that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

## **Approval of Contract for Modernization of Elevators**

### **SBE Considerations**

The goal for this contract was originally established in July 2025 at 13% M/WBE participation. A reanalysis was conducted in December 2025 and a Small Business goal was established at 7% SBE participation. Oracle Elevator Holdco, Inc., dba Elevated Facility Services, the prime contractor, has committed to meet the SBE goal through utilization of the following firm:

### **SBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENTAGE</b>
Champion Fuel Solutions	Dayton, TX	White Female	Hydraulic Oil	\$51,342	7.00%

**TOTAL SBE PARTICIPATION:      \$51,342      7.00%\***

**NOTE:** The goal is based on the not to exceed amount of \$733,456. If there are any changes to this amount, the original goal will apply.

\*The percentages and dollar amounts may remain level, increase or decrease depending on the circumstances.

### **Summary of EEO-1 Report**

Oracle Elevator Holdco, Inc., dba Elevated Facility Services is located in Tampa, FL and employs 682 individuals. The following is an analysis of their EEO-1 report:

	<b>AAPI</b>	<b>BLACK</b>	<b>HISPANIC</b>	<b>NATIVE AM.</b>	<b>TWO OR MORE</b>	<b>UNKNOWN</b>	<b>WHITE</b>	<b>TOTAL</b>	<b>PERCENTAGE</b>
<b>MALES</b>	8	28	154	1	10	11	385	597	<b>87.54%</b>
<b>FEMALES</b>	2	5	15	0	4	2	57	85	<b>12.46 %</b>
<b>TOTAL</b>	10	33	169	1	14	13	442	682	<b>100%</b>
<b>PERCENTAGE</b>	<b>1.47%</b>	<b>4.84%</b>	<b>24.78%</b>	<b>0.15%</b>	<b>2.05%</b>	<b>1.91</b>	<b>64.80%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract for Modernization of Elevators**

WHEREAS, this contract provides upgrades and alterations to the eight elevators along the Green and Orange Rail Lines. These elevators have aged equipment that is becoming more difficult to repair or replace. Newer equipment allows for more efficient and higher-quality service, increased reliability, and easier maintenance because it aligns with the equipment used on the Red Line elevators; and

WHEREAS, the Contractor shall provide, at a minimum, upgrades to the hydraulic jack pumps, power supplies, car operating panels, elevator travel cables, emergency lighting, controllers, control panels, and exterior fixtures; and

WHEREAS, a request for proposals for a 16-month contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a 16-month contract with no options for the Modernization of Elevators along the Green and Orange Rail Lines [C-2093956-01], to Oracle Elevator Holdco, Inc., dba Elevated Facility Services for a total authorized amount not to exceed \$733,456, with a contingency of \$16,544, for a total authorized amount not to exceed \$750,000.

## **Approval of Contract for Modernization of Elevators**

Prepared by: /s/ Dee Leggett

Dee Leggett

Executive Vice President/

Chief Development Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez

General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee

President & Chief Executive Officer



# Agenda Report

**Voting Requirements:  
Majority**

**DATE:** January 13, 2026

**SUBJECT:** Approval of a Call for Public Hearing for Potential May 2026 Service Changes

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to call a Public Hearing on or about March 24, 2026, to receive public comments on potential service modifications necessary should any cities decide to withdraw from DART in May 2026 elections.

## FINANCIAL CONSIDERATIONS

- Funding for the service changes included in this Call for Public Hearing has been identified and is included in the FY 2026 operating budget.
- Sufficient funding for these changes is included in the Bus Operations, Rail Operations, and Mobility Management Services departmental FY 2026 operating expense budgets, as well as the total operating expense line item of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this item will assist DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- This item covers the formal call for Public Hearing for potential service changes. The changes include major and minor changes to bus, GoLink, and rail service. More detail is provided in Exhibit 1.
- These changes have been proposed to address a potential future scenario in which DART member city residents vote to withdraw from DART.
- Based on state law, such an action would require discontinuation of service within the withdrawn cities. While the Board must normally approve service discontinuations, no subsequent Board action would be required in this instance.

- The impact would include many bus routes, around 800 bus stops, 13 GoLink zones, two TRE stations, two Silver Line stations, and 10 DART light rail stations. Services could be significantly impacted or discontinued.
- American with Disabilities Act (ADA) Paratransit service would be discontinued in any city withdrawing from DART. This would include Paratransit trips entirely within that city, trips to that city from a different city, and trips to a different city from that city.
- Due to the legal requirement behind the identification of the potential changes, DART staff is not currently preparing a Title VI Service Equity Analysis.
- The preliminary schedule for the public involvement process is:
  - January 2026 – Approval to call the Public Hearing
  - February – March 2026 – Pre-Public Hearing community meetings
  - March 24, 2026 – Public Hearing
  - May 2026 – Withdrawal election
  - (If needed) Day after canvass of vote by withdrawn city – Cessation of operations

## LEGAL CONSIDERATIONS

Section 452.115 of the Texas Transportation Code requires DART to hold a public hearing on service changes involving 25 percent or more of the number of transit route miles of a transit route; or 25 percent or more of the transit revenue miles of a transit route, computed daily, for the day of the week for which the change is made; or the establishment of a new route. This section defines "service change" as any addition or deletion resulting in the physical realignment of a transit route or a change in the type or frequency of service provided in a specific, regularly scheduled transit route.

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of a Call for Public Hearing for Potential May 2026 Service Changes**

WHEREAS, DART continuously monitors bus, rail and GoLink services to assure that established standards of effectiveness and efficiency are met; and

WHEREAS, a Public Hearing is required for the major service modification or new service; and

WHEREAS, service changes are designed to make the transit network more efficient, reliable, and build ridership through increased frequency on selected routes while maintaining as thorough coverage of the service area as possible; and

WHEREAS, the proposed service modifications adjust bus service coverage, GoLink service coverage, and rail service coverage and would fall within FY 2026 budget and 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to call a Public Hearing on or about March 24, 2026, to receive public comments on proposed service modifications, as shown in Exhibit 1 to the Resolution.

**Approval of a Call for Public Hearing for Potential May 2026 Service Changes**

Prepared by: /s/ Dee Leggett  
Dee Leggett  
Executive Vice President/  
Chief Development Officer

Approved as to form: /s/ Gene Gamez  
Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee  
Nadine S. Lee  
President & Chief Executive Officer

## Recommendations in Response to Potential 2026 Withdrawal Elections

### Background

Recommendations presented in this exhibit are the result of potential withdrawal elections being pursued by several DART member cities. If voters in a city decide to withdraw from DART, rail, bus, GoLink, and Paratransit services would immediately end in that city. State law requires that DART cease operations in such municipality the day after the vote is canvassed following a successful withdrawal election.

Potential changes are listed below. Bus Route 227 has three different variations depending upon the outcome of votes in various cities.

## RAIL SERVICE

Rail service would be impacted as follows.

Green Line LRT would no longer serve Farmers Branch Station, though trains would continue to operate on the current alignment.

Orange Line LRT Stations at the following locations would be closed, with trains continuing to pass through without stopping:

- Belt Line
- Dallas College North Lake Campus
- Hidden Ridge
- Irving Convention Center
- Las Colinas Urban Center
- University of Dallas

Red Line (and Orange during peak hours) LRT Stations would be closed:

- Parker Road
- Downtown Plano
- 12th Street

Silver Line Stations would be closed:

- 12th Street
- Shiloh Road

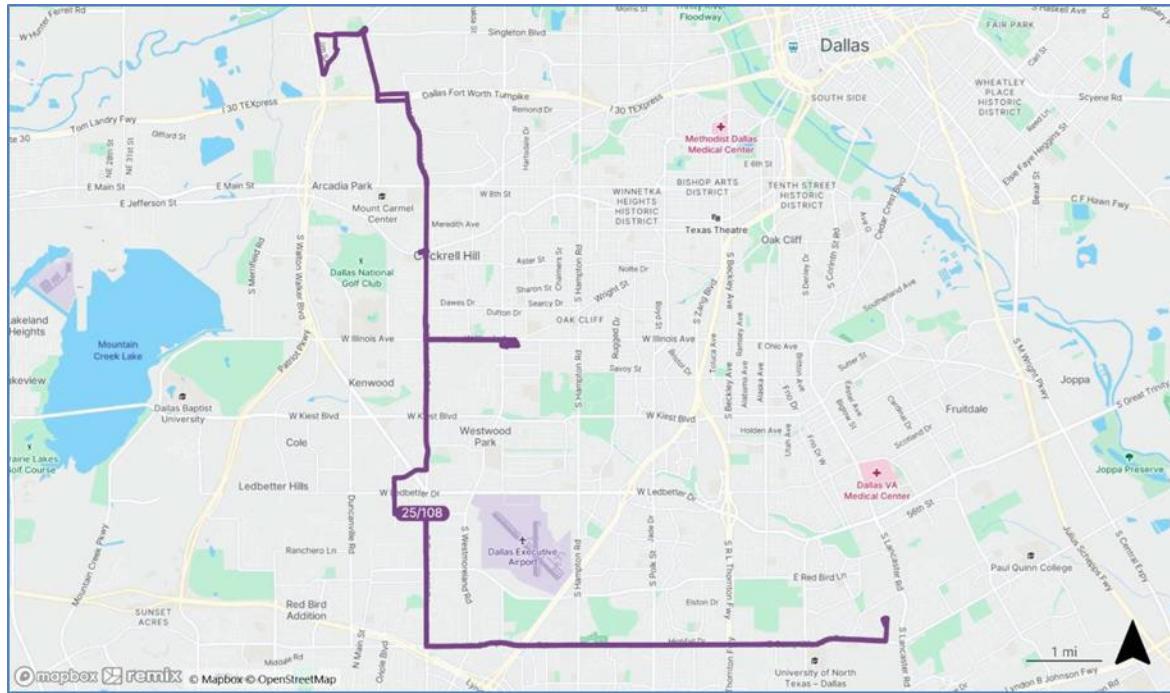
TRE Stations at the following locations would be closed, with trains continuing to pass through without stopping:

- West Irving
- Downtown Irving / Heritage Crossing

## BUS SERVICE

The following bus services would be modified.

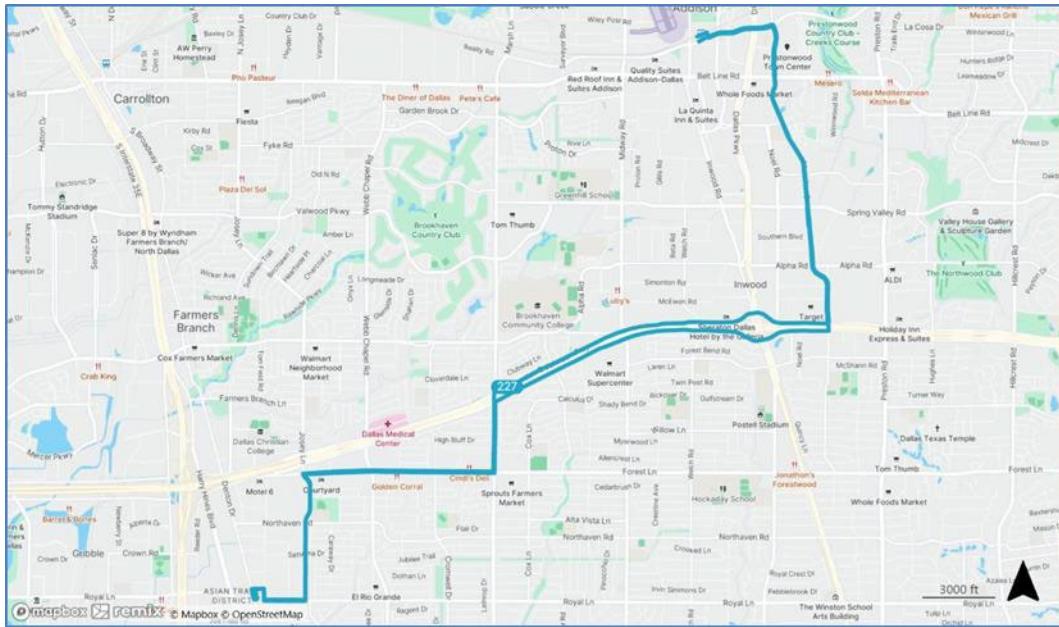
Route 025 would be modified to serve from Westmoreland to Bernal / Singleton via Walton Walker. It would also be combined with Route 108 Camp Wisdom to increase effectiveness of service and coverage.



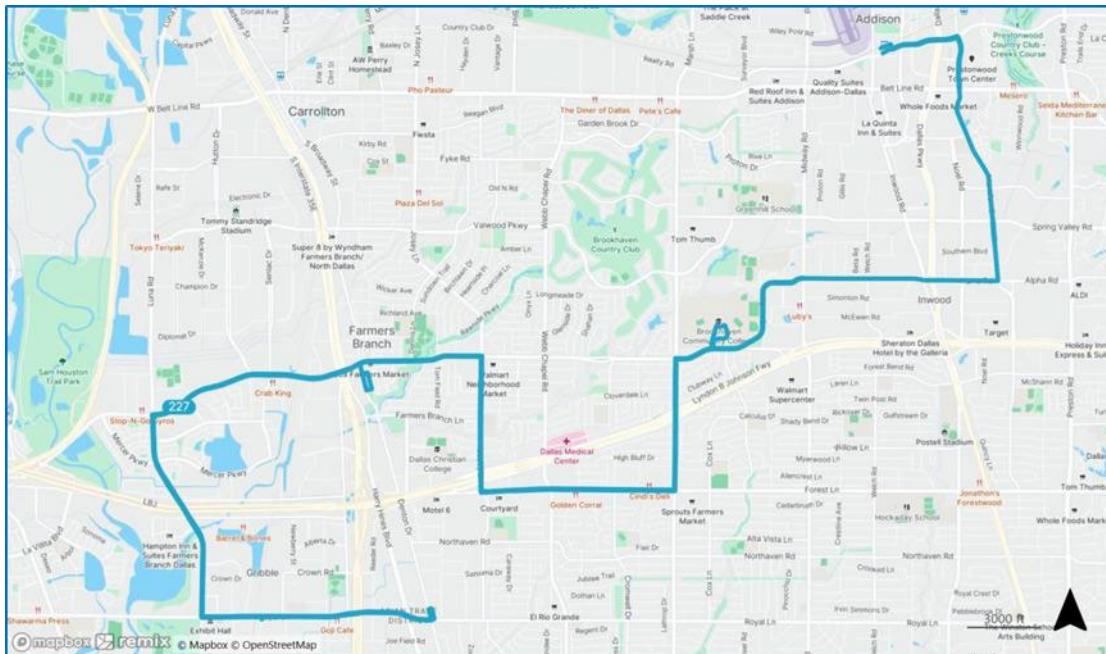
Route 200 / 202 would continue to operate through Farmers Branch, with most stops discontinued. Some stops along Midway at the Addison/Farmers Branch boundary would need permission and a written agreement from the City of Farmers Branch to continue operation. Those along Spring Valley would be discontinued and the bus would close its doors to customers throughout this segment.

Route 227 has several variations and alignments would depend upon how withdrawal elections turn out.

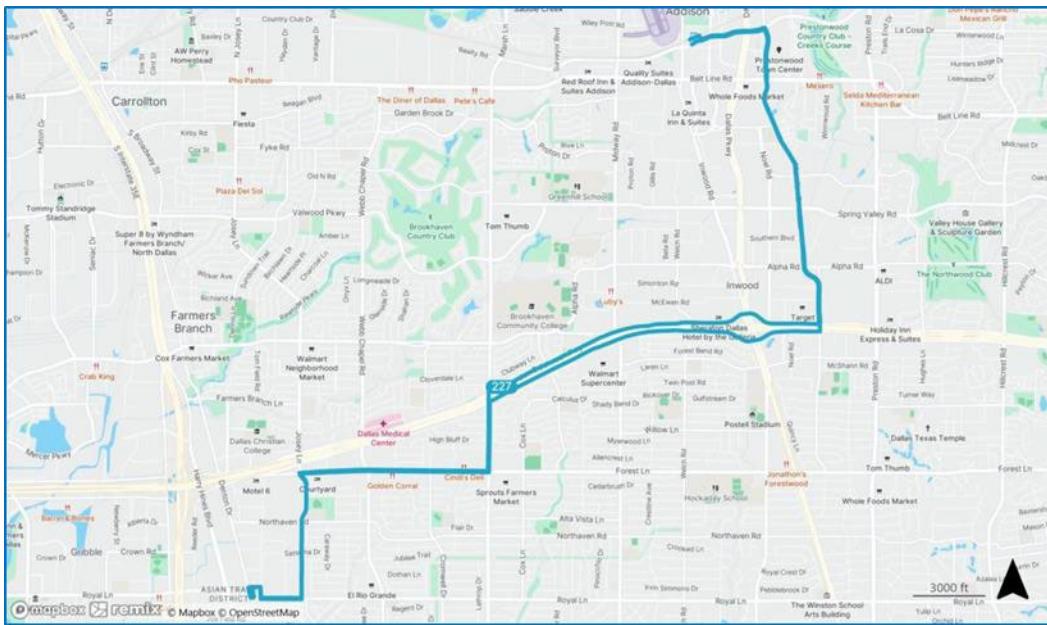
Should both Irving and Farmers Branch withdraw, Route 227 would be modified to serve Royal Lane Station to Addison Transit Center via Forest / 635 frontage and Montfort.



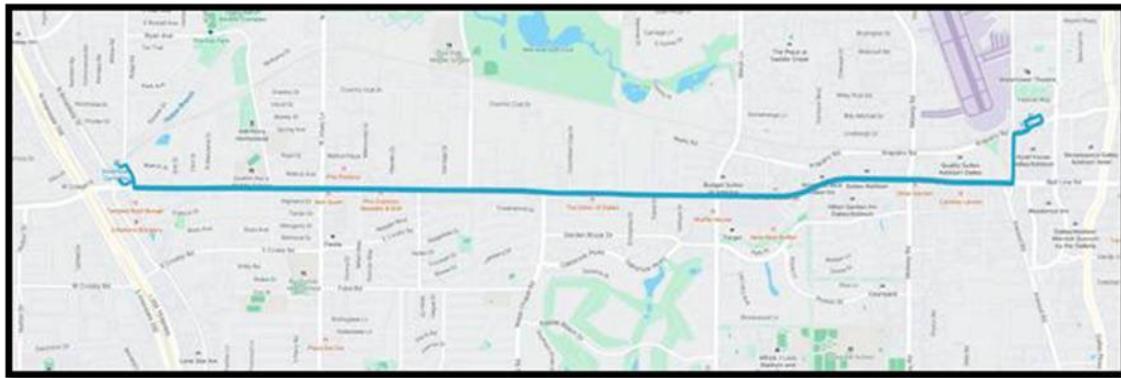
Should Irving withdraw alone, Route 227 would be modified to serve Royal Lane Station and Addison Station via Royal Lane, Luna, Valley View, Forest Lane, Alpha, and Montfort.



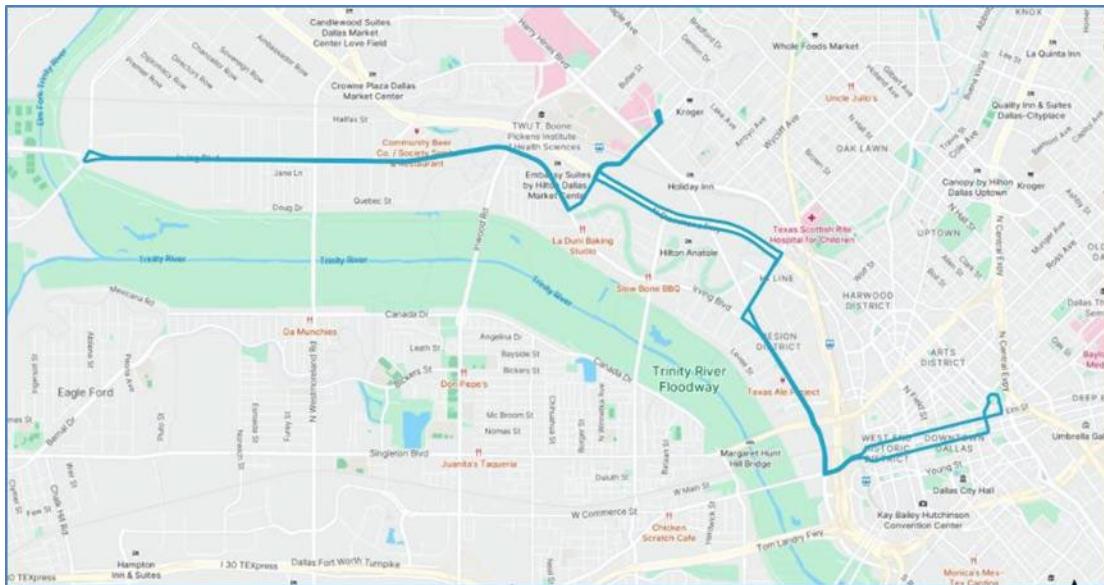
Should Farmers Branch withdraw alone, Route 227 would be modified to serve between Royal Lane Station and Addison Station via Dennis / Northaven, Forest Lane, IH 635 frontage roads, and Montfort.



Route 229 would be modified to operate between Downtown Carrollton Station and Addison Center Station via Belt Line. This would reduce the current route service miles by more than half.

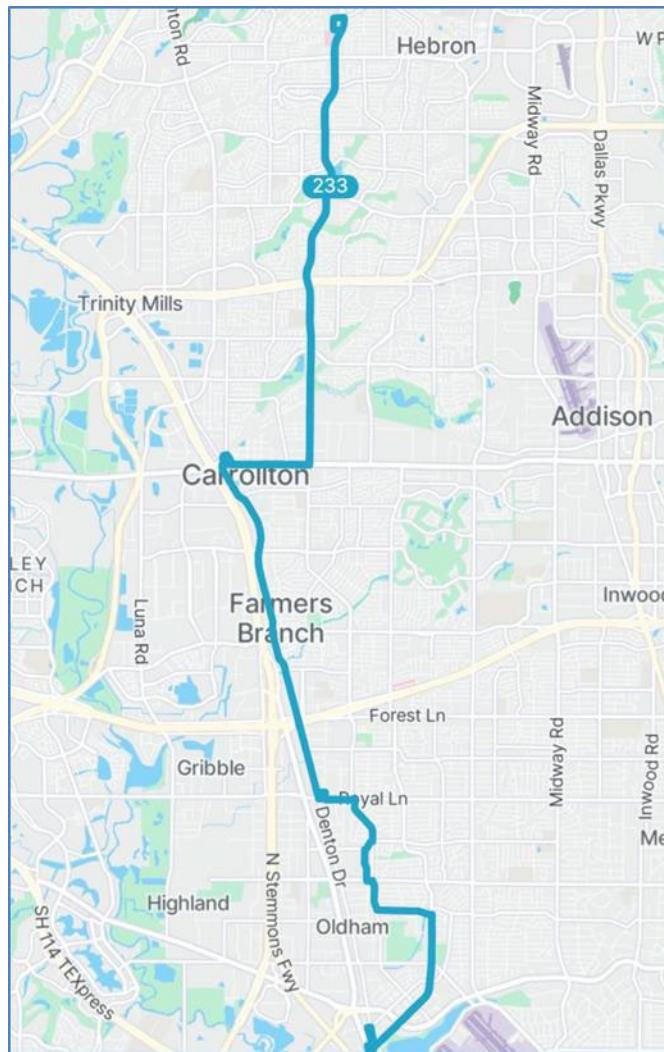


Route 230 would be modified and shortened to serve between Downtown Dallas and the Irving city limits (at Regal Row and Irving Blvd).



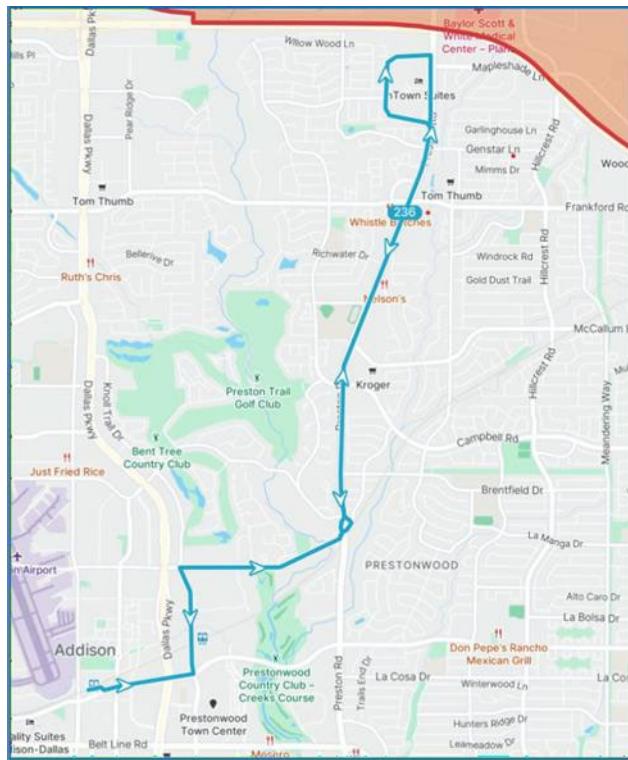
Route 231 would be discontinued.

Route 233 would close its doors to service within Farmers Branch city limits and alter its alignment between Royal Lane and Valley View to reflect the discontinuation of Farmers Branch Station.



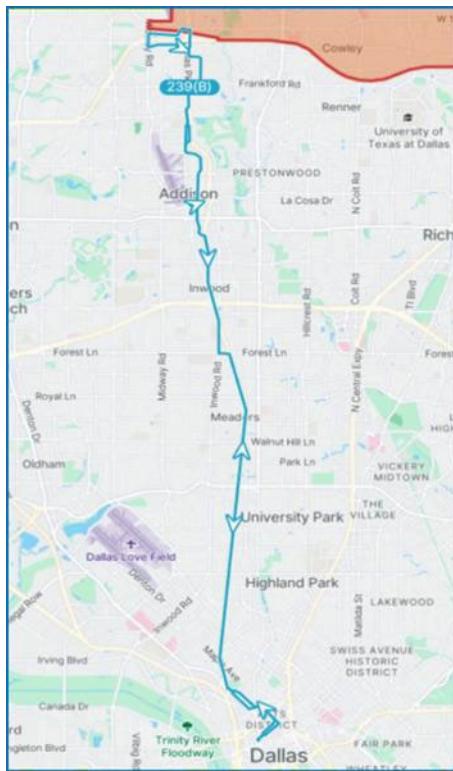
Route 234 serving Plano would be discontinued.

Route 236 would be reduced by more than half its revenue miles by turning back at Preston and Mapleshade south of President George Brush Turnpike and Plano city limits.

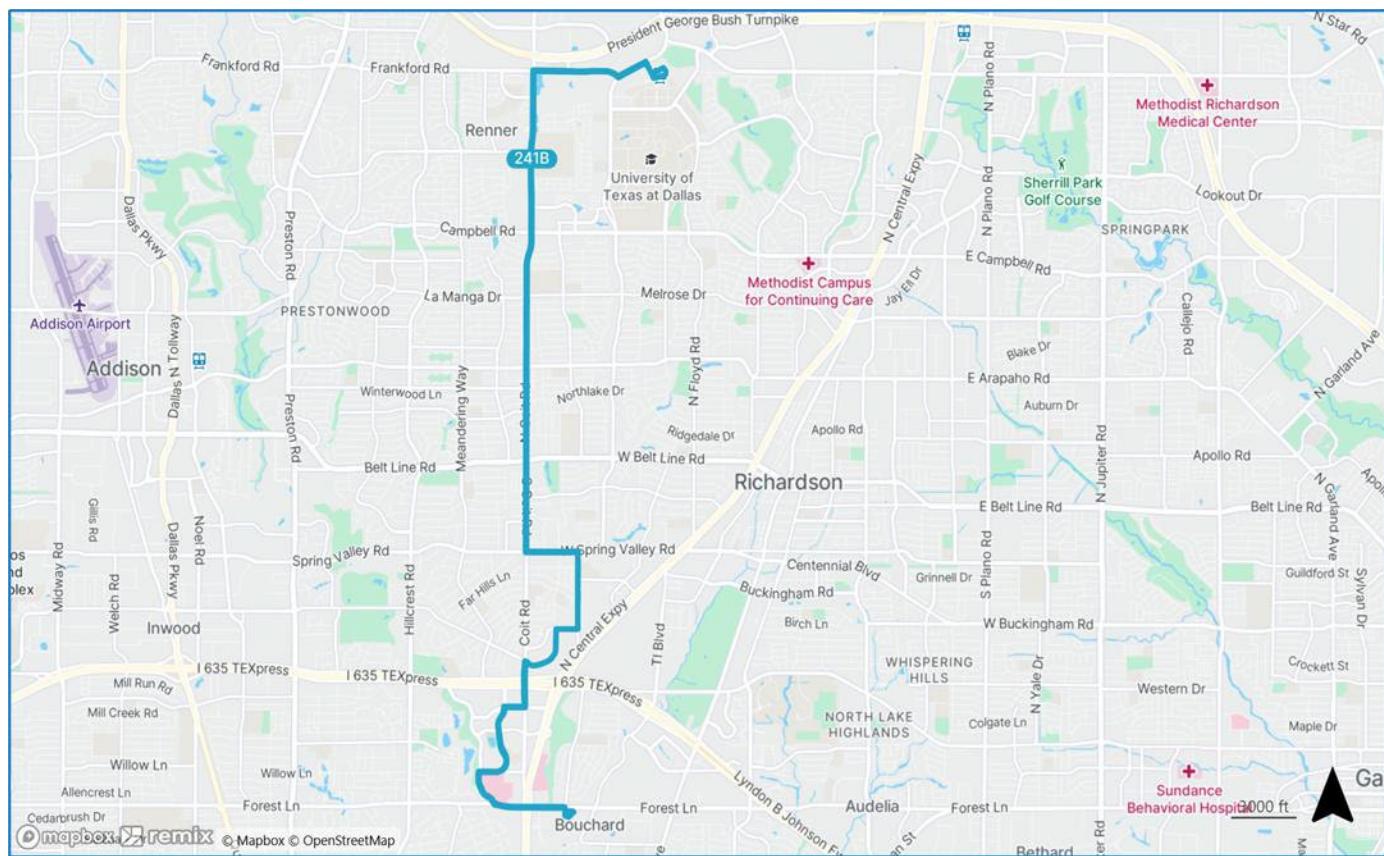


Route 237 bus stops within Highland Park and/or University Park would be discontinued, with buses continuing to operate on Preston non-stop.

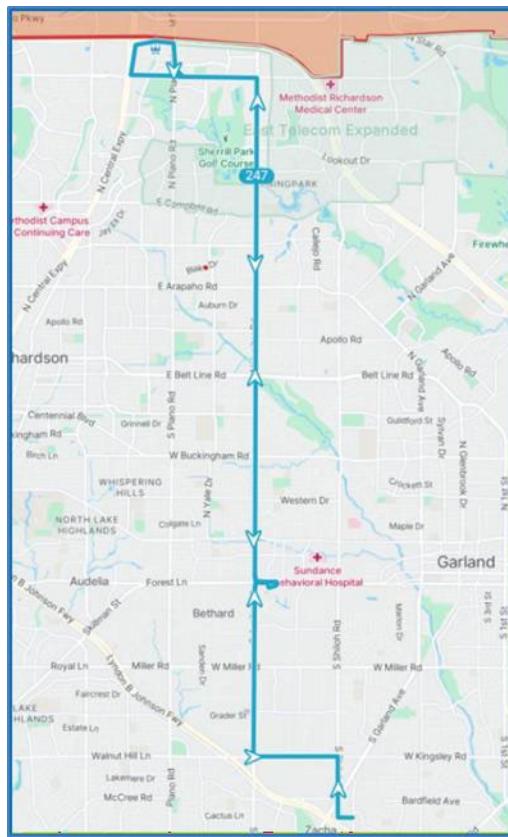
Route 239 would turn around at Horizon just north of President George Bush Turnpike at Dallas North Tollway, thereby avoid the Plano city limits while serving transit demand in the area. Additionally, currently active stops along Dallas North Tollway by the intersection with Alpha would need to be investigated using official surveys of city limits to determine whether they could continue service or not.



Route 241 would start service to UTD Station and turn back to its regular route on Coit from it via Frankford.

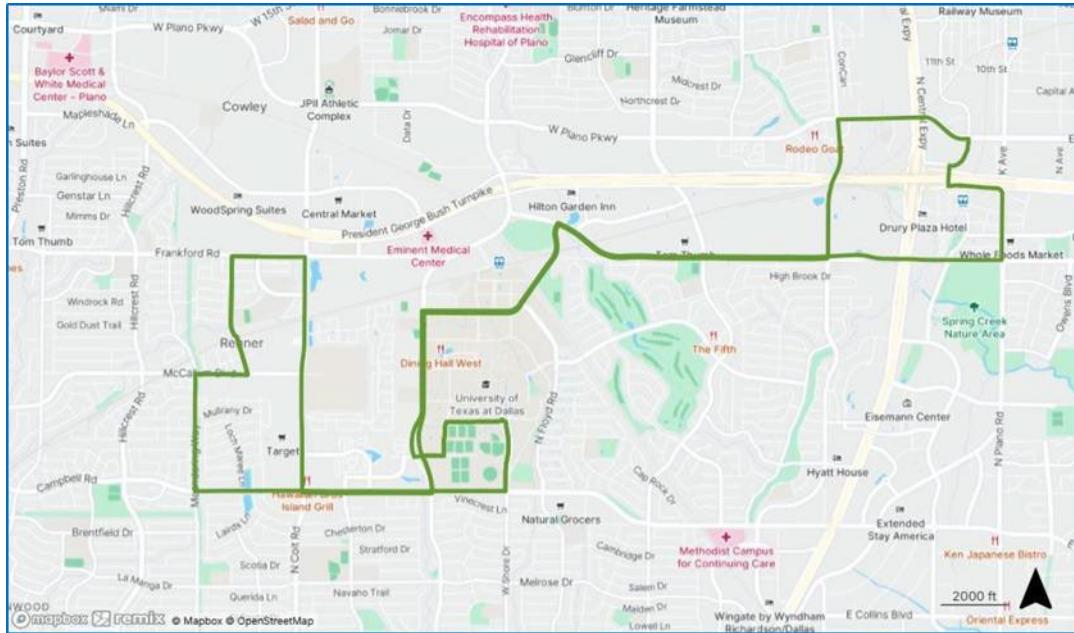


Route 247 would add service to CityLine / Bush Station via Frankford rather than continue north to downtown Plano.



Route 308 connecting Northwest Plano Park and Ride to Downtown Dallas via Dallas North Tollway would be discontinued.

Route 883 service in Plano would no longer operate, removing service from current bus stops on Plano Parkway. It would also discontinue Friday / Saturday service to the WalMart in Plano north of PGBT.



## GOLINK SERVICE

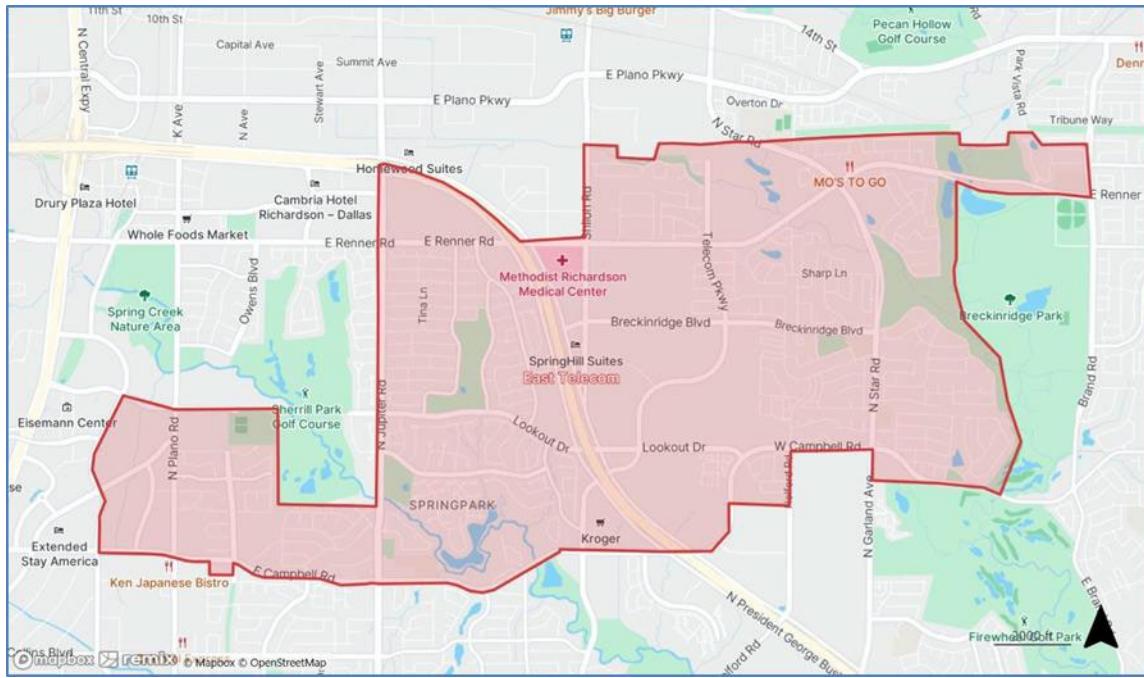
GoLink services would be modified as follows.

Cypress Waters GoLink would be reduced in size by about 80% to about 2.5 square miles – thereby avoiding the city of Irving and focusing its service to the Cypress Waters Silver Line Station and developed area immediate to North Lake.



East Plano GoLink would be discontinued.

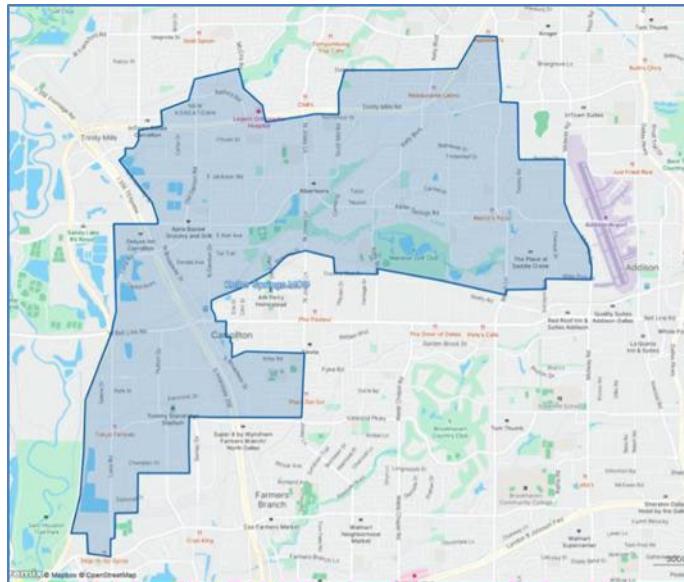
East Telecom GoLink would be modified to reduce in size by about 1 square mile and refocus service on northeast Richardson.



Far North Plano GoLink would be discontinued.

Farmers Branch GoLink would be discontinued.

Keller Springs GoLink would increase size by about a half square mile to absorb coverage in Valwood Industrial Park lost from the discontinuation of Farmers Branch GoLink.

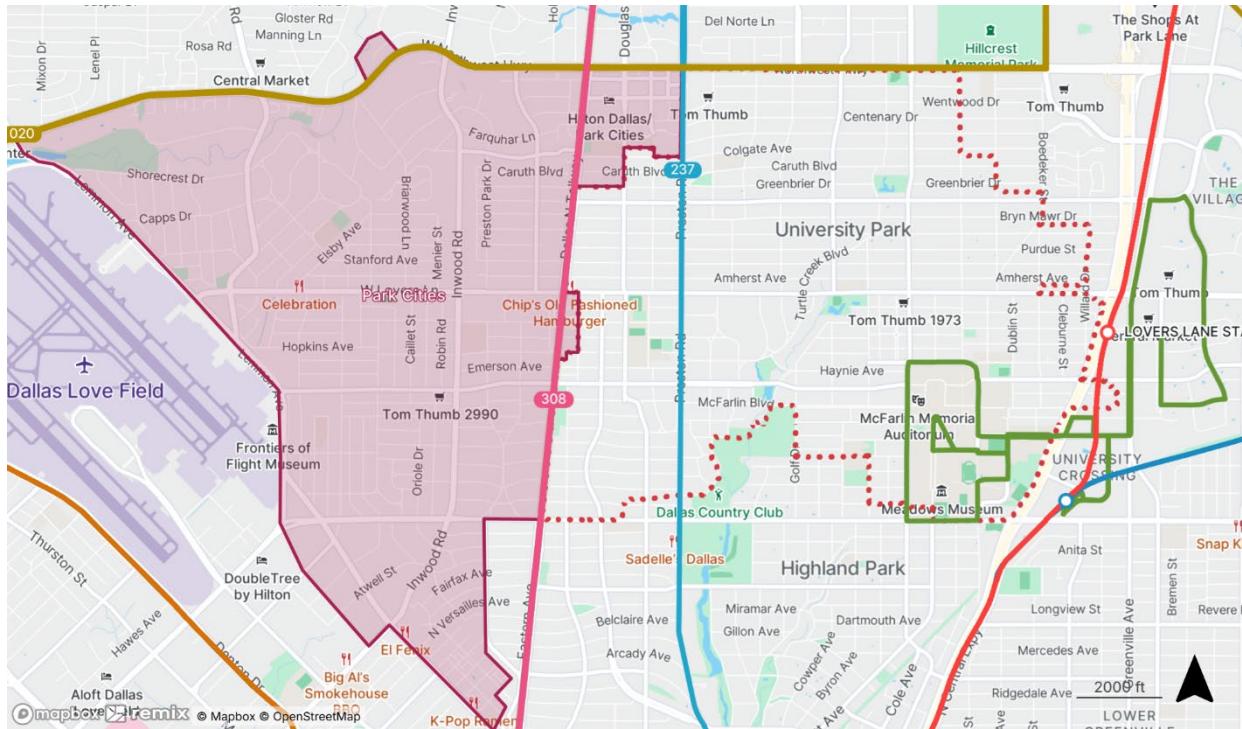


Legacy GoLink would be discontinued.

North Central Irving GoLink would be discontinued.

North Central Plano GoLink would be discontinued.

Park Cities GoLink zone would be modified to exclude Highland Park and/or University Park.



Passport Park / Bear Creek GoLink would be discontinued.

Plano Zone-to-Zone GoLink would be discontinued.

South Central Plano GoLink would be discontinued.

South Irving GoLink would be discontinued.

**PARATRANSIT SERVICE**

All ADA Paratransit service would be discontinued for any city withdrawing from DART. This would include Paratransit trips entirely within that city, trips to that city from a different city, and trips to a different city from that city.



# Agenda Report

**DATE:** January 13, 2026

**SUBJECT:** Briefing on DART Services for FIFA World Cup 2026

## RECOMMENDATION

This is a briefing item. No action is required at this time.

## BUSINESS PURPOSE

- This item will assist DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind; Strategic Goal 5: Fantastic Spaces - Create fantastic spaces that add value to our communities, enhance the rider experience, and foster a sustainable and thriving region; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- FIFA World Cup 2026 is the quadrennial international men's soccer tournament featuring 48 teams that will take place in summer 2026. It will be jointly hosted by 16 cities in 3 North American countries.
- Dallas will play a significant role during the FIFA World Cup 2026 by hosting nine matches including one semi-final at AT&T Stadium located in Arlington, Texas. In addition to matches, Dallas is hosting daily fan fest activities at Fair Park and the International Broadcasting Center at Kay Bailey Hutchison Convention Center.
- DART staff briefed the Board on DART's support of the World Cup in November 2024 and May 2025 and continues to brief the Board on a regular basis.
- DART has continued to collaborate with numerous regional and national stakeholders for FIFA World Cup 2026. This briefing will outline DART's recent efforts to support the event.