



**Dallas Area Rapid Transit
COMMITTEE-OF-THE-WHOLE
Tuesday, December 12, 2023, 2:30 P.M.
DART Conference Room C – 1st Floor
1401 Pacific Ave., Dallas, Texas 75202**

General Items:

1. Approval of Minutes: November 14, 2023
2. Announcements
3. This item will be discussed at the Board meeting only.
4. Public Comments

Consent Items:

Administration

5. +Approval and Renewal of an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit and Metropolitan Tulsa Transit Authority (Mark Enoch/Elizabeth Reich)
6. +Approval of Contract for Occupational Medical Services (Mark Enoch/Nadine S. Lee)

Customer Service, Safety and Mobility

7. +Approval of Contract for Rail Grinding Services (Rick Stopfer/Bernard Jackson)
8. +Approval of Contract for DART Light Rail Vehicle Track Brake Parts (Rick Stopfer/Bernard Jackson)
9. +Approval of a Contract for DART Light Rail Vehicle Brake Disc and Hardware Kits (Rick Stopfer/Bernard Jackson)

Planning and Capital Programs

10. +Amendment to Table-1 of Board Policy I.07, Contract Modification Authority and Supplemental Work Contingencies (Patrick J. Kennedy/Dee Leggett)
11. +Approval of a Contract for Routine Inspection Services for Bridge, Tunnel, and Other Infrastructure (Patrick J. Kennedy/Dee Leggett)
12. +Authorize Dallas Area Rapid Transit to Amend the Bus Access Agreement with the Denton County Transportation Authority to Include the Collin County Rides Program (Patrick J. Kennedy/Dee Leggett)
13. +Approval to Call a Public Hearing for a Service Plan Amendment to Locate a Silver Line Shiloh Road Equipment Maintenance Facility in Plano, Texas (Patrick J. Kennedy/Dee Leggett)

Individual Items:

Administration

14. +Approval of an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit and the Memphis Area Transit Authority (Mark Enoch/Elizabeth Reich) *[5 minutes - presentation; 5 minutes - Q&A]*



Agenda

Audit

15. This item will be discussed at the Board meeting only.

Administration

16. +Approval of Amendment to FY 2023 Performance Compensation for General Counsel (Mark Enoch/Gene Gamez) *[0 minutes - presentation; 5 minutes - Q&A]*
17. *Discussion of FY 2023 Performance Evaluation for President & Chief Executive Officer (Mark Enoch/Nadine S. Lee) *[10 minutes - presentation; 50 minutes - Q&A]*

Budget and Finance

18. This item will be discussed at the Board meeting only.

Planning and Capital Programs

19. +Approval of Contract for System Modernization Program Management Consultant (Patrick J. Kennedy/Dee Leggett) *[15 minutes – presentation; 15 minutes – Q&A]*
20. +Approval to Establish Just Compensation and Authorize the Acquisition of Property Located at 8010 University Hills Blvd., in the City of Dallas, Texas (Patrick J. Kennedy/Dee Leggett) *[5 minutes – presentation; 5 minutes – Q&A]*
21. *Briefing on Comprehensive Fare Study Status Update (Patrick J. Kennedy/Dee Leggett) *[30 minutes – presentation; 30 minutes – Q&A]*
22. *Briefing on the Status of Transit Oriented Development Projects and Partnerships at Mockingbird Station, Carrollton, Garland, Dallas, Richardson and Addison (Patrick J. Kennedy/Dee Leggett) *[30 minutes – presentation; 20 minutes – Q&A]*
23. *Briefing on Silver Line Claims and Cost Impacts (Patrick J. Kennedy/Dee Leggett) *[5 minutes – presentation; 5 minutes – Q&A]*

Other Items:

24. This item will be discussed at the Board meeting only.
25. Identification of Future Agenda Items
26. Adjournment

*This is a Briefing Item Only

+This is a Same Date Item

The 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 Section 551.089, for Deliberation Regarding the deployment or implementation of Security Personnel or devices, arising or regarding any item listed on this Agenda.

This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Affairs at 214-749-2799, 48 hours in advance.

**MINUTES
DALLAS AREA RAPID TRANSIT
COMMITTEE-OF-THE-WHOLE
Tuesday, November 14, 2023**

The Dallas Area Rapid Transit **Committee-of-the-Whole** meeting convened on **Tuesday, November 14, 2023, at 2:07 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Slagel presiding. To view the full meeting in its entirety, go to: <https://www.dart.org/about/public-access-information/board-meetings-information/dart-board-meeting-video> .

Absent	Board Member	City/Town
<input type="checkbox"/>	Marc C. Abraham	Garland
<input type="checkbox"/>	D’Andrala Alexander	Dallas
<input type="checkbox"/>	M. Nathan Barbera Secretary	Plano and Farmers Branch
<input type="checkbox"/>	Mark C. Enoch	Garland, Rowlett, and Glenn Heights
<input type="checkbox"/>	Carmen Garcia	Dallas
<input type="checkbox"/>	Flora M. Hernandez Assistant Secretary	Dallas
<input type="checkbox"/>	Doug Hrbacek	Carrollton and Irving
<input type="checkbox"/>	Patrick J. Kennedy	Dallas
<input type="checkbox"/>	Jon-Bertrell Killen	Dallas
<input type="checkbox"/>	Michele Wong Krause	Dallas
<input type="checkbox"/>	Enrique A. MacGregor	Dallas and Cockrell Hill
<input type="checkbox"/>	Rodney Schlosser Board Vice Chair	Dallas
<input type="checkbox"/>	Gary Slagel Board Chair	Richardson, University Park, Addison, and Highland Park
<input checked="" type="checkbox"/>	Rick H. Stopfer	Irving
<input type="checkbox"/>	Paul N. Wageman	Plano

General Items

1. Approval of Minutes: October 31, 2023

Chair Slagel stated that they could either take a motion or comments, and if neither, that would indicate acceptance of the October 31, 2023, Committee-of-the-Whole Meeting Minutes into the record as written.

There were no comments, and the minutes were accepted into the record as written.

Mr. Enoch entered the meeting at 2:09 p.m.

2. Announcements

There were no announcements.

3. *Briefing on Items of Interest to DART Included on the November 9, 2023, North Central Texas Council of Governments, Regional Transportation Council Agenda

Chair Slagel noted that he had attended the North Central Texas Council of Governments, Regional Transportation Council meeting and there was nothing in particular that affected DART operations. He then noted that this information could be found in the Board Portal as well as in the President’s Packet for their review.

4. Public Comments

There were no public comments.

Consent Items 5-14

Chair Slagel asked if there were any items that Board members would like considered separately. Hearing none, he then asked for a motion and a second.

Mr. Kennedy moved to forward Consent Items 5 through 14.

Ms. Garcia seconded.

Chair Slagel asked if there was any discussion and Mr. Wageman requested discussion on Consent Item 11, +Approval of Contract Modification for Consolidated Light Rail Vehicle and Bus Cleaning and Disinfecting Services.

Administration

5. +Approval of Contract Modification for Professional Recruiting Services

Moved to forward 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 for professional recruiting services with Krauthamer & Associates, LLC [Contract No. C-2073468-03], to increase the not-to-exceed amount by \$250,000, for a new total authorized amount not to exceed \$417,262.

6. +Approval of Contract Options for Employee Short-Term Disability and Family and Medical Leave Act Claims Services

Moved to forward 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 for Employee Short-Term Disability and Family and Medical Leave Claims with ESIS, Inc. [C-2043536-01].

Section 1: Exercise the first and second, one-year options.

Section 2: Increase the not-to-exceed amount by \$589,469, for a new total authorized amount not-to-exceed \$1,564,641.

7. +Approval of Contract Options for Employee Long-Term Disability Insurance Services

Moved to forward 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 for employee long-term disability (LTD) insurance services with OneAmerica [Contract No. C-2043536-02], to

Section 1: Exercise the first and second one-year options.

Section 2: Increase the not-to-exceed amount by \$6,000,000, for a new total authorized amount not to exceed \$10,672,479.

Customer Service, Safety and Mobility

8. +Approval of DART's Annual Public Transportation Agency Safety Plan

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the Dallas Area Rapid Transit 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 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.

9. **+Approval of Contract for Miscellaneous Pantograph Parts for DART's Light Rail Vehicle Fleet**

Moved to forward 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 with no options for light rail vehicle pantograph parts [Contract No. C-2076259-01], to TransTech of SC, Inc., for a total authorized amount not to exceed \$1,843,800.

10. **+Approval of Contract for Uniform Rental Services for DART Maintenance Employees**

Moved to forward 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 to Cintas Corporation [Contract No. C-2077900-01] for uniform rental services for DART maintenance employees for a total authorized amount not to exceed \$1,791,140.

11. **+Approval of Contract Modification for Consolidated Light Rail Vehicle and Bus Cleaning and Disinfecting Services**

Moved to forward 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 for consolidated light rail vehicle and bus cleaning and disinfecting services with CTJ Maintenance, Inc. [Contract No. C-2060924-01], to:

Section 1: Extend the term by two months.

Section 2: Increase the not-to-exceed amount by \$1,450,000, for a new total authorized amount not to exceed \$11,059,957.

In reference to the extension of two months to the contract, then reprocurring a more consolidated approach to the cleaning on the buses and the Light Rail Vehicles (LRVs), and staff bringing it back to the Board in January 2024 for action, Mr. Wageman requested performance measure data surrounding how effective the contractor is at performing under the current contract. He further noted that the presentation does not cover what the contract has in form of threshold performance measures. Mr. Wageman stated that if that information is not part of the current contract, it should be part of the new contract. Mr. Bernard Jackson, Senior Executive Vice President and Chief Operations Officer stated he would provide that information.

Ms. Hernandez entered the meeting at 2:13 p.m.

In terms of the contract, Ms. Garcia asked when that procurement would go back out. She further asked if the contract value would change. Mr. Jackson responded that the contract would be out in December 2023. In regard to her question on the contract value, Mr. Chad Jeffreys, Director PA/Facility Service stated that the contract value would technically see

an overall decrease on an annual basis. Ms. Garcia stated that she wanted the Board to look into the increased cleaning for problematic areas.

12. +Approval of Contract for Light Rail Vehicle and Streetcar Passenger Seat Upgrade – Vinyl Seat Retrofit

Moved to forward this draft resolution to the Board of Directors stating that the President & Chief Executive Officer or her designee is authorized to:

Section 1: Award a 12-month contract with no options to Sedia, Inc., for the Light Rail Vehicle (LRV) and Streetcar (SC) Passenger Seat Upgrade - Seat Retrofit [Contract No. C-2079555-01], for a not-to-exceed amount of \$6,449,630, plus a contingency of \$386,978 for unforeseen costs, and an incentive for early completion of \$225,742, for a total authorized amount not to exceed \$7,062,350; and

Section 2: Rescind Board Resolution No. 230014.

13. +Approval of Contract for Police Body-Worn Cameras, In-Car Video, and Tasers

Moved to forward 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 no options to Axon Enterprise, Inc. [Contract No. C-2071134-01], for Police body-worn cameras for Police and Fare Enforcement Officers, in-car video cameras for Police vehicles, and tasers for Police Officers, for a total authorized amount not to exceed \$7,893,868.

Chair Slagel reiterated the motion and the second, then called for action. This item was approved unanimously.

Planning and Capital Programs

14. +Approval of Contract for Big Data Predictive Analytic Services

Chair Slagel stated that a request for a presentation was made by Mr. Kennedy.

Mr. Rob Smith, Vice President of Planning and Scheduling, introduced Mr. Jerome Allen, Senior Manager of Service Scheduling, who then briefed the committee (slides on file with the Office of Board Support) as follows:

- Approval of Contract for Big Data Predictive Analytic Services (slide 1)
- Today's Consideration (slide 2)
- Background of Project (slide 3)
- Use of Predictive Analytics (slide 4)
- Business Purpose (slide 5)
- Selection Criteria (slide 6)
- Swiftly Proposal (slide 7)
- Procurement (slide 8)
- Recommendation (slide 9)

Mr. Kennedy requested clarification on how the improvement of the accuracy then yields improved performance for DART. Mr. Allen responded staff be using the software on the scheduling side to provide a more accurate running times from point A to point B, giving an improved headway in service that will improve on-time performance.

Ms. Garcia noted she had concern with diversity and made it clear that she felt staff did not give adequate attention to this subject. Mr. Gabriel Beltran, Assistant Vice President of Vendor Management explained that due to the highly specialized nature of the type of work, and the software used by DART, was the reason that the Diversity, Equity, and Inclusion (DEI) goals percentage was at 10%.

Mr. Killen then asked if there was any effort to share data to Google Maps, that so many customers use, outside of the DART GoPass application. He asked if there was any information on DART's efforts to date. Ms. Elizabeth Reich, Chief Financial Officer replied that this would be handled by the Innovation Team at DART, and she would discuss it with staff.

Ms. Hernandez asked if the team was looking at ways to track riders that are inadvertently bypassed at bus stops. Dr. Julius Smith, Vice President and Chief Information Officer responded that staff does have the ability to track buses, down to each stop, and then based on customer feedback, they can review recorded footage of those stops to see what took place. He also stated that they regularly review footage without complaints triggering it, as a proactive quality control measure.

Mr. Kennedy then moved to forward 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 for Bus and Rail Big Data Predictive Analytic Services [Contract No. C-2078434-01] to Swiftly, Inc., for a total authorized amount not to exceed \$2,155,818.

Ms. Garcia seconded, and Item was approved unanimously.

Individual Items 15-24

Chair Slagel redirected the Committee's attention to Item 19, *Briefing on DART Defined Benefit Retirement Plan & Trust: Governmental Entity Audit Final Report.

Administration

19. *Briefing on DART Defined Benefit Retirement Plan & Trust: Governmental Entity Audit Final Report

Ms. Jeanie Chen, Senior Manager, Deloitte Consulting, briefed the Committee (slides on file with the office of Board Support) as follows:

- Dallas Area Rapid Transit (DART) (slide 1)
- Requirements of Texas Government Code, Section 802.1012 (slide 2)
- Deloitte's Process (slide 3)
- Results and Findings (slide 4)
- Key Findings (slides 5-9)
- Appendix (slide 10)
- Summary of Key Findings (slide 11-12)

After some discussion, Chair Slagel stated that it was 2:40 p.m. on Tuesday, November 14, 2023 and the Dallas Area Rapid Transit Committee-of-the-Whole was going into Closed Session under the Texas Open Meetings Act, Section 551.071, which allows for Consultation with Attorney, to discuss Agenda Item's 15, Approval of Fiscal Year 2023 Performance Evaluation and Compensation for President & Chief Executive Officer and item 16, Approval of Fiscal Year 2023 Performance Evaluation and Compensation for General Counsel.

The meeting reconvened into Open Session at 5:25 p.m.

Mr. Enoch made a motion to approve Item 15 and 16.

15. **Approval of Fiscal Year 2023 Performance Evaluation and Compensation for President & Chief Executive Officer**

This item was discussed in closed session.

Moved to forward to the DART Board of Directors, stating that Nadine S. Lee, President & Chief Executive Officer, shall receive a performance payment in the amount of 80 percent of the maximum amount specified in Paragraph 5.05 of the Employment Agreement between DART and Nadine S. Lee authorized in Resolution No. 210055.

16. **Approval of Fiscal Year 2023 Performance Evaluation and Compensation for General Counsel**

This item was discussed in closed session.

Moved to forward to the DART Board of Directors, stating that the bi-weekly salary of Gene Gamez, General Counsel, is increased by an amount effective October 1, 2023.

Mr. Schlosser seconded, and the items were approved unanimously.

Audit

17. **This item will be discussed at the Board meeting only.**

Administration

18. **+Approval to Extend Current Owner-Controlled Insurance Program from December 12, 2023 to December 12, 2026 to Complete Silver Line and Other DART Capital Construction Projects**

Ms. Sophia D. Gatewood, Assistant Vice President of Risk Management, briefed the Committee (slides on file with the office of Board Support) as follows:

- Approval to Extend Current Owner Controlled Insurance Program from December 12, 2023, to December 12, 2026 to Complete Silver Line and Other DART Capital Construction Projects (slide 1)
- Recommendation (slide 2)
- Current Owner Controlled Insurance Program (slide 3)
- OCIP Program Benefits (slide 4)
- Basis for the OCIP Extension (slide 5)
- Recommendation (slide 6)
- Spacer Slide (slide 7)
- Appendix (slide 8)
- Continuation of Program Limits (slide 9)
- OCIP Extension Costs (slides 10-11)

Ms. Garcia motioned to forward this draft resolution to the DART Board of Directors stating that the President & Chief Executive Officer or her designee is authorized to:

Section 1: Extend the current Owner-Controlled Insurance Program (OCIP) comprising workers' compensation, general liability, excess liability,

contractor's pollution liability, railroad protective liability, and builders' risk insurance, covering the following projects: Cotton Belt Design-Build, Shiloh Equipment Maintenance Facility, Cotton Belt Regional Trail Project, and other capital projects that may fall within the same policy term from December 12, 2023, to December 12, 2026.

Section 2: Continue the service agreement with Hartford Insurance to administer workers' compensation and general liability claims arising from these projects for a fee equal to 8% of paid losses throughout construction.

Section 3: Pay the estimated OCIP insurance premiums and costs of \$9,404,700 plus a contingency of \$470,300 to account for variances in payroll estimates or additional work that may be added to the projects, for a total authorized amount not to exceed \$9,875,000 in additional premiums; plus, an allowance of \$1,134,000 for additional workers' compensation and general liability losses.

Mr. Kennedy seconded, and the item was approved unanimously.

Mr. Gene Gamez, General Council, read into record, on behalf of Chair Slagel that it was 5:30 p.m. on Tuesday, November 14, 2023 and the Dallas Area Rapid Transit Committee-of-the-Whole was going into Closed Session under the Texas Open Meetings Act, Section 551.071, which allows for Consultation with Attorney, to discuss Agenda Item 23, *Briefing on Silver Line Claims and Cost Impacts and Item 24, +Approval of Administrative Settlement for 3201 Technology Drive, in Plano, Texas, for the Silver Line Regional Rail Project

23. *Briefing on Silver Line Claims and Cost Impacts

This item was discussed in closed session.

24. +Approval of Administrative Settlement for 3201 Technology Drive, in Plano, Texas, for the Silver Line Regional Rail Project

This item was discussed in closed session.

The meeting reconvened into Open Session at 5:49 p.m.

Customer Service, Safety and Mobility

20. *Briefing on FY 2023 Fourth Quarter Police Operations Update

This item was not discussed.

Planning and Capital Programs

21. *Briefing on System Modernization Program Management Consultant

Mr. Darryl E. Spencer, P.E., Vice President, Engineering and Technical Services, briefed the Committee (slides on file with the office of Board Support) as follows:

- Briefing on DART System Modernization Program Management Consultant (slide 1)
- Presentation Outline (slide 2)
- Core Program Elements (slide 3)
- System Modernization Objectives (slide 4)
- Opportunities to Optimize and Expedite Modernizations (slide 5)
- Anticipated PMC Contract Scope (slide 6)
- PMC Current Procurement Activities (slide 7)

- PMC Contract Terms (slide 8)
- Next Steps (slide 9)
- Thank You! (slide 10)
- Appendix (slide 11)
- New LRV Features & Technology (slide 12)
- Vehicles (slide 13)
- Operating Facility Modifications (slide 14)
- Level Boarding on Red and Blue Lines (slide 15)
- Unified Signal System (slide 16)

With regard to slide 9, Next Steps, bullet point, Program Scope Development, Mr. Wageman asked if it was in regard to the entirety the system modernization program. Mr. Spencer responded yes. Additionally, Mr. Wageman sought clarification for bullet point, On-Call Construction Contract Award. Ms. Dee Leggett, Executive Vice President, and Chief Development Officer clarified that DART has a small on-call construction for work up to \$250K. She further noted that staff believed because of the amount of good state of repair work that is underway, that there is value in standing up a major on-call construction contract for work that is greater than \$250K but does not exceed \$5M to allow them to get from need to execution a lot faster.

22. ***Briefing on the Status of Transit Oriented Development Projects and Partnerships at Mockingbird Station, Carrollton, Garland, Dallas, Richardson and Addison**

This item was not discussed.

Other Items

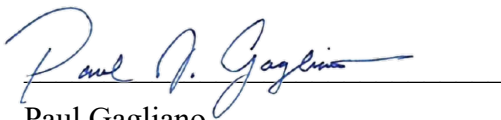
23. **This item will be discussed at the Board meeting only**

24. **Identification of Future Agenda Items**

There were no future agenda items identified at this time.

25. **Adjournment**

There being no further business to discuss, the meeting was adjourned at 5:56 p.m.



Paul Gagliano
Secretary of the Board

/pg

*This is a Briefing Item Only



Agenda Report

Committee-of-the-Whole
Board Meeting

**Voting Requirements:
Majority**

DATE: December 12, 2023

SUBJECT: **Approval and Renewal of an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit and Metropolitan Tulsa Transit Authority**

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute an Interlocal Agreement (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Metropolitan Tulsa Transit Authority (MTTA), for the renewal of licensing of the GoPass mobile app for a base term of four years with recurring one-year options.

FINANCIAL CONSIDERATIONS

- Licensing and maintenance fees from Tulsa will help support the successful continued operation of the GoPass platform. The fees will support expenses incurred by DART for GoPass, including development fees and costs for hosting and licensing.
- In the form included as Exhibit 1 to the Resolution, the contract term will be for four years to include hosting, maintenance, and service level agreement in licensing GoPass to Tulsa.
- This agreement includes recurring, one-year term extensions following the completion of the base term. Either party may terminate this contract during the initial term or the recurring option years.
- Since this ILA is a renewal of the GoPass platform for licensing to Tulsa, as detailed in this agreement this includes updated pricing and fee increases for software licensing and operation fees for the GoPass application which include licensing fees, revenue share fees, and a credit card and gateway interchange fees. The total value of the base term of the agreement is \$330,750 with cumulative value of base plus optional platform features of \$458,950.
- Payments for GoPass licensing from Tulsa are detailed within the base pricing of the ILA. DART will retain approximately \$191,250 from Tulsa with development partner Kuba Denmark retaining \$139,500.
- Fees include a one-time setup fee, annual fees for hosting and maintenance, a service level agreement, recurring credit card, and gateway interchange fees.

BUSINESS PURPOSE

- The purpose of this ILA is to renew the ILA with DART and Tulsa to sub-license the GoPass platform to Tulsa for utilization by Tulsa.
- Tulsa has been on the GoPass platform since 2020, Tulsa wishes to renew the agreement with DART to license GoPass, and so a four-year licensing agreement is being presented for consideration by DART's Board of Directors.
- DART has a contractual relationship with Kuba Denmark ApS ("Kuba Denmark"), and Kuba Denmark maintains, develops, and hosts the system and provides support services as defined in the Service Level Agreement ("SLA").
- GoPass is a nationally recognized mobile ticketing and scheduling application in use across large portions of the DFW metroplex. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to DART riders' product quality.
- Tulsa's General Manager Scott Marr is authorized to sign the ILA upon approval by the DART Board.
- Approval of this item will help achieve Board Strategic Priority 3: Innovate to enhance mobility options, business processes, and funding.

LEGAL CONSIDERATIONS

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

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

**Approval and Renewal of an Interlocal Agreement for GoPass® Application Licensing
Between Dallas Area Rapid Transit and Metropolitan Tulsa Transit Authority**

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

WHEREAS, DART and Metropolitan Tulsa Transit Authority have entered discussions for Metropolitan Tulsa Transit Authority to sublicense the GoPass application; and

WHEREAS DART is authorized to enter into this agreement through Texas Interlocal Cooperation Act, Chapter 791, 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.

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 (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Metropolitan Tulsa Transit Authority (MTTA), for the renewal of licensing of the GoPass mobile app for a base term of four years with recurring one-year options.

**Approval and Renewal of an Interlocal Agreement for GoPass® Application Licensing
Between Dallas Area Rapid Transit and Metropolitan Tulsa Transit Authority**

Prepared by: /s/ Elizabeth Reich

M. Elizabeth Reich
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 Metropolitan Tulsa Transit Authority (referenced as MTTA), 510 S. Rockford Avenue, Tulsa, OK 74120 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 herein referred to as a “Party” and collectively referred to as the “Parties”). The Agreement governs MTTA’s Use (defined below) of a certain mobile ticketing application, generally referred to as “GoPass®”, limited as set forth herein.

WHEREAS, The Metropolitan Tulsa Transit Authority owns the assets of the motor bus transit system known and has contracted with RideCo to operate its Microtransit Service and Paratransit Service known as LIFT Paratransit. Metropolitan Tulsa Transit Authority operate the motor bus transit system conducted in and about the City of Tulsa, Oklahoma.

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

WHEREAS, MTTA desires, under the terms of this Agreement to access and utilize the System; and

WHEREAS, DART and MTTA 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 MTTA 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 MTTA by DART.

- g. “Licensor” means Kuba Denmark ApS. Kuba Denmark ApS may also be referred to as “Kuba Denmark” 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 MTTA 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, MTTA agrees to be bound by the terms of the Agreement. The undersigned signatories on behalf of MTTA and DART represent he or she has signing authority. If the undersigned does not have such authority, 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 MTTA 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 MTTA a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for MTTA internal operations, in accordance with the Documentation, and within MTTA’s existing service area to include its microtransit and paratransit service area. MTTA is solely responsible for the consequences of MTTA using including, without limitation, obtaining any and all permits, licenses and other regulatory or other approvals required for such use. MTTA hereby accepts all responsibility for such use at MTTA’s sole risk. The System software provided to MTTA hereunder may contain open source software, subject to separate license terms made available with the software or documentation.
 - b. MTTA’s license is valid solely for the Term or period of time specified below in Section 14 hereof. MTTA’s right to use the System software begins on the date the software is made available to MTTA 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. MTTA is solely responsible for: (a) selecting the appropriate software and equipment for use in MTTA 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 MTTA 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 MTTA’s requirements. MTTA assumes all risks arising from its evaluation of the System, related software and Documentation.
 - d. The license granted hereunder is conditioned upon MTTA’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 MTTA shall have no further right to Use the System in any way. DART shall provide MTTA notice within 30 days prior to termination of the SLA. MTTA 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. MTTA'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. MTTA hereby covenants that it will not challenge DART's or Kuba Denmark's rights to or ownership of the System (including derivatives and improvements), any DART, Kuba Denmark, 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 Denmark'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 Denmark 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 MTTA 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**. MTTA shall not: and will not authorize a third party to:
- a. transfer, sublicense, or assign MTTA rights under this license to any other person or entity, unless expressly authorized by DART and Kuba Denmark 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 Denmark 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 Denmark 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 Denmark in the System.

6. **DART RESPONSIBILITIES.**

- a. Communication. DART shall identify a project representative to coordinate all communication with MTTA regarding this Agreement. MTTA 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 Denmark and which sets out services to be provided to MTTA by Kuba Denmark.
- b. Tickets. DART shall incorporate or cause to be incorporated, MTTA ticket types, pricing, logo and service marks into the App and make the MTTA 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 MTTA .
- c. Refunds. As part of resolving customer complaints, DART may make refunds to MTTA 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 MTTA customers shall require the approval of MTTA . Refunds by DART shall be processed electronically with MTTA funds accessed through the Back Office.
- d. Back Office. DART shall provide or cause to be provided to MTTA a portal to a portion of the Back Office to access MTTA data. MTTA 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 MTTA .
- f. DART will provide commercially reasonable efforts to: (a) cause the System to be delivered to MTTA without disruption to functionality, and (b) to cooperatively resolve any issues either or both Parties may have with Kuba Denmark or each other.

7. **MTTA RESPONSIBILITIES.**

- a. Communication. MTTA 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, MTTA shall be responsible for modifying MTTA's user interfaces that are available for sale in the App using tools available in the Back Office. It shall be MTTA's responsibility to ensure that the data entered is accurate, either by direct data entry when available to MTTA, or by consistent and diligent review when direct data entry is not available to MTTA. DART assumes no responsibility for the accuracy of MTTA's data.
- c. Tickets. Until MTTA has obtained direct access for data entry, MTTA shall provide information about the user interfaces (ticket type and price) that it desires to be made available through the App. MTTA shall notify DART in writing of changes in such information.

8. **WARRANTY.**

Kuba Denmark warrants that the System provided under this Agreement will be free from defects in workmanship and will conform to requirements of this Agreement. MTTA shall provide written notice to DART of any defect or nonconformance of the System to be addressed by Kuba Denmark. This notice shall state whether MTTA requests or requires Correction of such defect or shall indicate that MTTA does not require correction. If Kuba Denmark is required to correct or reperform, it shall be at no cost to MTTA and Correction provided by Kuba Denmark 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 Denmark 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 Denmark 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 Denmark 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 Licensor 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 Licensor also disclaim any and all responsibility for costs that may be incurred by MTTA resulting from downtime of the Payment Service Provider's services. Liability, if any, of DART, Licensor, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to MTTA, 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 MTTA 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. MTTA 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 MTTA 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, MTTA is not permitted to use Upgrades unless MTTA, 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 MTTA' Use of Upgrades or copies to Use on devices MTTA 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 Denmark have certain responsibilities for performing troubleshooting activities and support for MTTA as detailed in Exhibit C. Kuba Denmark 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 Denmark 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 four (4) years after its expiration or termination, MTTA will take reasonable steps to maintain complete and accurate records of MTTA' 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, MTTA will certify accurate counts regarding MTTA's Use of the System software. If the certified count discloses underpayment of License Fees,

MTTA 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 Four Years (4) thereafter ("Initial Term"), unless earlier terminated as set forth herein. This Agreement will terminate at DART's discretion and upon written notice from DART if MTTA breaches its terms, or if MTTA fails to pay any portion of the License Fees as required herein and MTTA 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, MTTA shall cease Use of the System and shall destroy all copies of System software in MTTA's possession or control. Upon the expiration of the Initial Term this agreement shall automatically be renewed for successive terms of one-year each without further action of the Parties, unless sooner terminated as provided herein. At any time following the expiration of the Initial Term, DART or MTTA may terminate this agreement by giving the other Party at least sixty (60) days prior written notice of the intent to terminate.
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-subsiary of the transferring Party; and DART may transfer this Agreement to a party approved by the DART Board of Directors.

MTTA 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 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, MTTA 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. MTTA 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**. MTTA 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 MTTA’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 MTTA 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 MTTA.
23. **REGISTERED TRADEMARKS**. MTTA 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 agency 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

MTTA: Metropolitan Tulsa Transit Authority
510 S. Rockford Avenue
Tulsa, OK 74120

Attention: Scott Marr, General Manager

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

METROPOLITAN TULSA TRANSIT AUTHORITY

By: _____
Nadine S. Lee
President & Chief Executive Officer

By: _____
Scott Marr
General Manager

Date: _____

Date: _____

KUBA DENMARK ApS

By: _____
Jesper Thor Rasmussen
Chief Executive Officer

Date: _____

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

- Exhibit A Exhibit A: Pricing & Feature Scope
- Exhibit B Token Sharing Agreement
- Exhibit C Service Level Agreement

MTTA ILA Agreement – Exhibit A: Pricing & Feature Scope

Feature Scope:

GoPass App Delivery

Overview: Hosting and Operation of an MTTA instance within the GoPass branded application and including 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 MTTA.

Setup Fees and One-Time Development Charges

GoPass Application Setup and Implementation Fee	\$35,000 (One-Time)
---	----------------------------

Contractor Transactional Fees

Revenue Share Fee:	2% of App Revenue
<i>(Revenue Share is calculated and charged upon ticket purchases made in App and back office derived ticket purchases and issuances of passes.)</i>	

Operational Fees and Charges

Hosting Fees	\$48,000 (Annual)
<i>(Includes: Platform license, maintenance, hosting, support, and SLA fee)</i>	

Premium SLA

Premium SLA Option for enhanced support	\$6,000 (Annual)
---	-------------------------

Credit Card Interchange Fees and Gateway Fees

Credit Card Interchange Fees and Gateway Fees	2.5% Surcharge
<i>(Credit card interchange fees and gateway fees will be incurred if DART processes transactions on behalf of MTTA). Once DART transitions PSP from Payeezy to a new PSP, these fees will be directly incurred by sub-licensees, and DART will cease collecting the 2.5% Surcharge)*</i>	

**DART is currently in the middle of negotiating with a new Payment Service Provider (PSP). Payeezy is exiting the public transit space and DART is currently reviewing PSP providers which will then process transactions for agencies utilizing the GoPass or White-Label version of GoPass.*

Optional Extension Years:

This agreement will be automatically extended in one-year increments on an annual basis once the four-year (4) term of the ILA expires.

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

Contractor Transactional Fees	2% of App Revenue
Operational Fees and Charges	\$54,000 (Annual)
Premium SLA (Software Licensing Agreement)	\$6,000 (Annual)
Credit Card Interchange Fees and Gateway Fees	2.5% Surcharge

Optional Feature Additions to GoPass:

If MTTA 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.

Paratransit Optional Feature Addition to GoPass:

Any of these optional fees may be activated at a time of MTTA'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.

Tulsa transit would like to ensure that GoPass can act as the single app for the agency and surfaces all agency services through it. Today, GoPass is able to handle microtransit trips (plan, book, pay and execute) but is not handling paratransit trips, so RideCo's own app is being used. This project involves a one-time integration fee of \$98,000 which is to be split 50% by DART and MTTA. DART agrees to partially fund the development of this project with a one-time payment to Kuba Denmark of \$49,000. GoPass will be extended to support paratransit trips (plan, book, pay and execute).

This price does not include any changes that RideCo may need to make to support the solution.

Development & Set-up Fee	\$49,000 (One-Time)
Yearly Maintenance & Support Fee	\$6,000 (Annual)

Brokerage-based Microtransit

GoPass has integrated Microtransit through a combined solution created with multiple third-party vendors, who operate through integration to the GoPass platform. These services must be separately contracted from the providers.

Activation Fee & Setup of Zones	\$20,000 (One-Time) *
Maintenance Cost for On-Demand Service Integration	\$9,000 (Annual)

**As a separate project, MTTA already has paid for the integration of RideCo for their Microtransit and Paratransit provider. DART and Kuba Denmark completed this integration into GoPass in 2023. Since these functionalities are now available in the GoPass Platform and without the need for any extra development, only the annual fee is applicable.*

Additional Activation Fee & Setup of Zones One-Time fees will only apply if new Microtransit providers are to be set up for MTTA.

Note:

- If any deviation from the current scope of activities for Microtransit is incurred, then additional costs may be incurred.*

Elerts See Something SDK Integration	
Elerts SDK Integration	\$5,000 (One-Time) + \$2,400 (Annual)

<u>Trip Planning Website Tool</u>	
Trip Planner Website Tool	\$18,000 (Annual)

GoPass Customer Facing Website	
GoPass Customer Facing Website (\$400 x 12 = \$4800)	\$4,800 (Annual)

Additional Work Fees on On-Demand Basis

Should MTTA require additional development in support of their objectives, this work can be obtained from Kuba Denmark 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 the date of this agreement commencing from base rate in 2023:

Vendor Hourly Rate	\$200 (Hourly)
<i>Includes services such as: Testing, Program Management, Training Development, Project Management, Field Technician Services, Software and System Engineering, and Project Engineering.</i>	

MTTA ILA Agreement – Exhibit B – MTTA Token Sharing Agreement

This agreement (“Agreement”) is between Metropolitan Tulsa Transit Authority (“MTTA”), located at 510 S. Rockford Avenue, Tulsa, OK 74120 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 public transportation provider, MTTA, 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 (ILA) dated simultaneously herewith to provide mobile ticketing services in order to allow MTTA to access and utilize GoPass mobile ticketing products; and;

WHEREAS, in order 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 Denmark” means Kuba Denmark 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 a Token to be used for future transactions with the User.
- 2.02. A Token may be shared between Parties or with Kuba Denmark 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 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 four years (4) and the duration of and be conterminous with the Interlocal Agreement between DART and MTTA 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 based on 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 agency 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 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 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

**METROPOLITAN TULSA TRANSIT
AUTHORITY**

By:

Nadine S. Lee
President & Chief
Executive Officer

By:

Scott Marr
General Manager

Date:

Date:

KUBA DENMARK ApS

By:

Jesper Thor Rasmussen
Chief Executive Officer

Date:

MTTA ILA Agreement – Exhibit C – Service Level Agreement

Contents

- 1.00 PURPOSE 18
- 2.00 SERVICE LEVELS 18
- 3.00 HOSTED BACK -END SERVICE AVAILABILITY 18
 - 3.1 SERVICE WINDOWS 19
 - 3.2 AVAILABILITY PENALTY 19
- 4.00 INCIDENT MANAGEMENT 20
 - 4.1 INCIDENT REACTION TIMES 22
 - 4.2 END-USER CLIENT APP BUGS 22
- 5.00 TECHNICAL SUPPORT ENQUIRIES 23
- 6.00 REPORTING 24
- 7.00 HOSTING..... 24
- 8.00 CUSTOMER’S SECURITY OBLIGATIONS 24

1.00 PURPOSE

This document represents a Service Level Agreement ("SLA") between a legal entity of the Kuba Denmark ApS ("Kuba Denmark"), Dallas Area Rapid Transit ("DART") and Metropolitan Tulsa Transit Authority ("MTTA"), for IT services required to support and sustain the System as provided to MTTA by Dallas Area Rapid Transit

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

Kuba Denmark 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 Denmark.

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

2.00 SERVICE LEVELS

Kuba Denmark 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 MTTA from time to time, unless otherwise specified.

Table 1 Service Levels

Service Levels	Description
Standard	Access to Vendor's technical support services within Vendor's business hours.
Premium	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.

MTTA will be provided "Premium" service level. Vendor's business hours are 09.00-17.00 Monday-Friday (CST/CDT), excluding US public holidays and Decembers 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 MTTA that affects the software and the systems without Kuba Denmark’s prior approval is not considered Downtime.

3.1 SERVICE WINDOWS

Service windows related to necessary system changes and maintenance will be done outside normal working hours as set forth in Table 3. Kuba Denmark reserves the right to extend the service windows to 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)
Premium*	02.00 – 04.00 (one day a week)

**For Premium level: All regular and extended service windows are notified by Kuba Denmark 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, MTTA will be compensated by Kuba Denmark as set forth in Table 4. This compensation will appear in the monthly invoice to MTTA.

Table 4 Availability penalty

Service Level	Availability Penalty
Standard	“Compensation value”: None
Premium	“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 Denmark 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
Phone 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 Phone 214-907-3905

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

Table 5a Incident severity definitions

Severity category	Description
Critical	<ul style="list-style-type: none"> 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

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

Table 5a Incident severity definitions (continued)

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

Table 5b Incident impact definitions

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

Table 5c Incident priority definitions

Impact category	Severity category			
	Critical	High	Normal	Low
Extensive	P1	P1	P2	P4
Significant	P1	P2	P3	P4
Limited	P2	P3	P3	P4
Local	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

Service Level	System	Severity Category			
		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, MTTA 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

Table 8 Technical support enquiries

Service Level	Technical support inquiries
Standard	4 support inquiries within business hours per month
Plus	6 support inquiries within business hours per month
Premium	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. MTTA will not be invoiced for any time spent unless MTTA has been informed in advance.

6.00 REPORTING

For Premium level, MTTA 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 MTTA 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 a Public Cloud environment at Amazon Web Service in USA.

Kuba Denmark 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 Denmark's Production and Staging environment will be located at the public cloud environment in USA. Other environments, e.g., test setup, may be located at Kuba Denmark'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 Kuba Denmark's private cloud environment in the EU.

8.00 LIMITATION AND EXCLUSIONS OF LIABILITY

Liability, if any, of DART and/or Kuba Denmark, and/or their affiliates, officers, directors, employees, agents, suppliers, to MTTA, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the License Fees paid by MTTA 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. In no event will DART and Licensor 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 Licensor also disclaim any and all responsibility for costs that may be incurred by MTTA resulting from downtime of the Payment Service Provider's services.

9.00 CUSTOMER'S SECURITY OBLIGATIONS

MTTA' conduct may affect the operation of the systems. In order to guard against unauthorized access to the MTTA' information and operation, services are protected by an access control function. This is predominantly 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, MTTA contributes to maintaining this All parties to include Kuba Denmark, DART and MTTA 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.

MTTA and DART are obliged to follow all third-party safety precautions and rules, preconditioned that the MTTA is or should be familiar with the fact that third party components or services are used by the system. MTTA 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 Denmark 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

**METROPOLITAN TULSA TRANSIT
AUTHORITY**

By: _____
Nadine S. Lee
President & Chief Executive Officer

By: _____
Scott Marr, General Manager

Date: _____

Date: _____

KUBA DENMARK ApS

By: _____
Jesper Thor Rasmussen
Chief Executive Officer

Date: _____



Agenda Report

Committee-of-the-Whole
Board Meeting

Attachments: 1. Contract Award Analysis 2. M/WBE Details	Voting Requirements: Majority
---	---

DATE: December 12, 2023

SUBJECT: Approval of Contract for Occupational Medical Services

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a five-year contract with two, one-year options to Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, for occupational medical services [Contract No. C-2078209-01], for a total authorized amount not to exceed \$2,086,125.

FINANCIAL CONSIDERATIONS

- This contract for occupational health services is included in the Agency Safety Department’s approved FY 2024 operating budget.
- Sufficient funding for this contract in the amount of \$2,086,125 is included in both the Agency Safety Department’s approved FY 2024 Operating Budget and the Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- As a recipient of Federal Transit Administration (FTA) funding, DART must establish an alcohol and drug testing program in accordance with the Omnibus Transportation Employee Testing Act of 1991. Employees in safety sensitive positions are subject to testing under these programs in accordance with established guidelines.
- The Texas Commercial Driver License Law of 1989 and the Texas Department of Transportation require all employers to ensure that employees who operate a commercial motor vehicle have a Commercial Driver License (CDL) and meet medical and vision requirements for this license. The obligation to ensure that employees remain fit to drive a commercial vehicle continues for as long as an employee performs that function for an employer. Recertification physicals are done on a regular basis.
- DART obtains drug and alcohol testing services as well as physical examinations through an outside vendor trained and qualified to provide pre-employment and periodic physical examinations, drug testing, breath alcohol tests, fitness for duty evaluations, medical monitoring, administering of vaccines, and other medical services that may be required as a condition of employment.
- Approval of this contract will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives.

PROCUREMENT CONSIDERATIONS

- On August 18, 2023, a Request for Proposals (RFP) notification was sent to 4,898 firms for occupational medical services.
- This will be an indefinite quantity contract, with firm fixed rates for a term of five years with two, one-year options.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in June 2023 at 15% M/WBE participation.
- Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, the prime contractor, has committed to achieve some 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 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2078209**

Contract Information

- A. Description:** Occupational Medical Services
- B. Contractor:** Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers
- C. Contract Number:** C-2078209-01
- D. Contract Amount:** Not to exceed \$2,086,125
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity
- 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:** Yes
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** August 18, 2023
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** September 18, 2023 @ 11:00 A.M. (Central Time)
- D. Proposals Received:** Three

1. Concentra
2. DOT Medical and Drug Testing Services, Inc.
3. Reconcile Care Management Services

- E. Discussion of Proposal Evaluation Process:** This was a competitively negotiated procurement. A Source Evaluation Committee (SEC) was appointed to conduct proposal evaluations and the proposals were evaluated against the following criteria:

Qualification of the Firm	300 Maximum Points
Qualification of the Staff	200 Maximum Points
Work Plan/Project Approach	200 Maximum Points
<u>Price</u>	<u>300 Maximum Points</u>
Total Points	1,000 Maximum Points

F. Discussion of Unacceptable: Proposal submitted by Reconcile Care Management Services, was determined nonresponsive as the Offeror failed to submit information required in the solicitation (e.g., Technical and Price proposals).

G. Proposal Scoring: The following two proposals represents the final scores, following evaluation of the Best and Final Offers.

Firm Name	Base Price 5 Years	Option 2 Years	Base + Option Pricing	Price Points (Max Points 300)	Technical Points (Max Points 700)	Total Points	Rank
Concentra	\$1,443,296	\$642,829	\$2,086,125	300	680	980	1
DOT Medical and Drug Testing Services, Inc.	\$1,540,452	\$783,335	\$2,323,787	269	221	490	2

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

I. Cost & Price Analysis: Prices are 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

Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers 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 Occupational Medical Services

M/WBE Considerations

The goal for this contract was established in June 2023 at 15% M/WBE participation. Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, the prime contractor, has committed to achieve some participation through utilization of the following certified firm:

WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Total Building Maintenance, Inc.	Carrollton, TX	Hispanic Female	Janitorial Services	\$240,000	11.50%

TOTAL WBE PARTICIPATION: \$240,000 11.50%*

NOTE: The goal is based on the not to exceed amount of \$2,086,125. 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

Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers is located in Dallas, TX and employs 923 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	58	34	37	4	329	462	50.05%
FEMALES	57	56	39	6	303	461	49.95%
TOTAL	115	90	76	10	632	923	100%
PERCENTAGE	12.46%	9.75%	8.23%	1.08%	68.47%	100%	

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

Approval of Contract for Occupational Medical Services

WHEREAS, recipients of Federal Transit Administration (FTA) funding must establish an alcohol and drug testing program in accordance with the Omnibus Transportation Employee Testing Act of 1991; and

WHEREAS, employees in safety sensitive positions, including mechanics and operators, are subject to testing under these programs; and

WHEREAS, the Texas Commercial Driver License Law of 1989 and the Texas Department of Transportation require all employers to ensure that employees who operate commercial motor vehicles have a Commercial Driver License (CDL) and meet medical and vision requirements for this license. The obligation to ensure that employees remain fit to drive a commercial vehicle continues for as long as an employee performs that function for an employer; and

WHEREAS, a competitive sealed procurement for a five-year contract with two, one-year options 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 current Budget and FY 2023 Twenty-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 two, one-year options for occupational medical services [C-2078209-01] to Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, for a total authorized amount not to exceed \$2,086,125.

Approval of Contract for Occupational Medical Services

Prepared by: /s/ Donna Johnson

Donna Johnson
Vice President, 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



Agenda Report

Committee-of-the-Whole
Board Meeting

Attachments: 1. Contract Award Analysis 2. M/WBE Details	Voting Requirements: Majority
---	---

DATE: December 12, 2023

SUBJECT: Approval of Contract for Rail Grinding Services

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a five-year contract with no options for rail grinding services to Loram Maintenance of Way, Inc. [Contract No. C-2078120-01] for a total authorized amount not to exceed \$858,660.

FINANCIAL CONSIDERATIONS

- This contract for rail grinding services is included in the Maintenance of Way & Facilities Maintenance Department’s approved FY 2024 Operating Budget.
- Sufficient funding for this contract in the amount of \$858,660 is included in both the Maintenance of Way & Facilities Maintenance Department’s FY 2024 Operating Expense Budget and the Total Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- This contract will assist in maintaining the right of way in a State of Good Repair and provide a safe and clean experience for our customers.
- Approval of this contract will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives.
- The DART light rail system currently consists of approximately 189 right-of-way miles.
- DART's rail maintenance program includes corrugation and/or profile rail grinding on all open track sections, as well as on all special track work, road crossings, and embedded track sections.
- Rail grinding removes all rail head anomalies and corrugation resulting in a smoother ride.
- The contractor will provide rail grinding services and post-grinding maintenance analysis, including program planning, program execution and economic analysis for DART's rail maintenance infrastructure.
- The vendor shall supply the equipment and provide all grinding services.
- This service is performed annually, based on the contractor’s availability.

PROCUREMENT CONSIDERATIONS

- On August 28, 2023, an Invitation for Bids (IFB) notification was sent to 3,785 firms for rail grinding services.
- This will be an Indefinite Delivery/Indefinite Quantity with fixed price contract with a five-year term with no options.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in July 2023 at 10% M/WBE participation.
- Loram Maintenance of Way, Inc., the prime contractor, has committed to achieve some 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 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Invitation for Bids)
IFB NO. B- 2078120**

Contract Information

- A. Description:** Rail Grinding Service
- B. Contractor:** Loram Maintenance of Way, Inc.
- C. Contract Number:** C-2078120-01
- D. Contract Amount:** Not to exceed \$858,660
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity with fixed price
- F. Performance Period/Term of Contract:** Five years from the date of the Notice to Proceed
- G. Options Available:** None
- H. Bond Requirement:** Not Applicable
- I. Liquidated Damages:** Yes
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** 8/28/2023
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Bid Receipt:** September 26, 2023 @ 2:30 PM
- D. Bids Received:** Two

Firm Name	Base Price	Rank
Loram Maintenance of Way, Inc.	\$858,660	1
Orgo-Thermit, Inc.	\$1,105,000	2

- E. Discussion of Nonresponsive Bids:** Not Applicable
- F. Bid Evaluation:** Not Applicable
- G. Price Considerations:** Cost and Price were determined to be fair and reasonable based on received competition and historical pricing for the same or similar service requirements.

H. Determination of Responsibility:

Bond Check: Not Applicable

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Upon award of the contract

On-Site Inspection: Not Applicable

Arithmetic Check: Yes

Verification of Bid: Yes

Buy America Certification and/or Audit, if applicable: Not Applicable

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

I. Protests received: None

J. Determinations Required: None

Determination and Recommendation

Loram Maintenance of Way, Inc. is a responsive and responsible offeror that submitted the lowest price in full and open competition for the Rail Grinding Services requirement. They have the capacity to perform this contract and are recommended for award.

Approval of Contract Award for Rail Grinding Services

M/WBE Considerations

The goal for this contract was established in July 2023 at 10% M/WBE participation. Loram Maintenance of Way, Inc., the prime contractor, has committed to achieve some participation through utilization of the following certified firm:

WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Smallwood Corporate Housing	Fort Worth, TX	White Female	Lodging	\$78,138	9.10%

TOTAL WBE PARTICIPATION: \$78,138 9.10%*

NOTE: The goal is based on the not to exceed amount of \$858,660. 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

Loram Maintenance of Way, Inc. is located in Hamel, MN and employs 952 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	NATIVE HAW. PACIFIC IS.	TWO OR MORE RACES	WHITE	TOTAL	PERCENTAGE
MALES	19	208	77	5	2	17	524	852	89.50%
FEMALES	4	7	5	0	0	1	83	100	10.50%
TOTAL	23	215	82	5	2	18	607	952	100%
PERCENTAGE	2.42%	22.58%	8.61%	0.53%	0.21%	1.89%	63.76%	100%	

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

Approval of Contract for Rail Grinding Services

WHEREAS, the DART light rail system currently consists of approximately 189 right-of-way miles; and

WHEREAS, DART's rail maintenance program includes corrugation and/or profile rail grinding on all open track sections, as well as on all special track work, road crossings, and embedded track sections; and

WHEREAS, the contractor will provide rail grinding services and post-grinding maintenance analysis, including program planning, program execution and economic analysis for DART's rail maintenance infrastructure; and

WHEREAS, the contractor shall supply the equipment and provide all grinding services; and

WHEREAS, a competitive sealed bid procurement for a five-year 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 2023 Twenty-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 no options for rail grinding services to Loram Maintenance of Way, Inc. [Contract No. C-2078120-01] for a total authorized amount not to exceed \$858,660.

Approval of Contract for Rail Grinding Services

Prepared by: /s/ Bernard Jackson

Bernard Jackson
Sr. Executive Vice President
Chief Operating Officer

/s/ Gene Gamez

Approved as to form:

Gene Gamez
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee
President & Chief Executive Officer



Agenda Report

Committee-of-the-Whole
Board Meeting

Attachments: 1. Contract Award Analysis 2. M/WBE Details	Voting Requirements: Majority
---	---

DATE: December 12, 2023

SUBJECT: Approval of Contract for DART Light Rail Vehicle Track Brake Parts

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a two-year contract to Knorr Brake Company, LLC, [Contract No. 2070000-01] for the purchase of DART Light Rail Vehicle (LRV) Track Brake Parts, for a total authorized amount not to exceed \$562,844.

FINANCIAL CONSIDERATIONS

- This contract for Light Rail Vehicle Track Brake Parts is included in the Rail Operations Department’s Operating Budget.
- Sufficient funding for this contract in the amount of \$562,844 is included in the Rail Operations Department’s FY 2024 Operating Expense Budget and the Total Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; and Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.
- Consistent with manufacturer recommendations and the DART long-range maintenance plan, replacing worn track brake parts is required for vehicle reliability and customer safety. These parts are a component of the emergency braking system, which must be fully operational for the vehicle to be available for service.
- Each LRV has a track brake system, which is utilized in emergency braking situations. The track brake parts are the components that are used to directly make contact with the steel rail track during emergency braking. There are 32 track brake pieces which make up the emergency braking system located on each of DART's 163 LRVs.

PROCUREMENT CONSIDERATIONS

- On May 18, 2023, a sole source solicitation was sent to one firm.
- This will be a Definite Quantity and Definite Delivery type contract for a two-year term with no

options.

- Knorr Brake Company LLC possess the financial capability to perform this contract. The prices were determined to be fair and reasonable, and this firm is recommended for award.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in 2004 by the DART Board of Directors at 25% MBE and 5% WBE participation.
- Knorr Brake Company, LLC, the prime contractor, has committed to achieve some 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 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Sole Source)
Solicitation No. S-2070000**

Contract Information

- A. Description:** Light Rail Vehicle Track Brake Parts
- B. Contractor:** Knorr Brake Company, LLC
- C. Contract Number:** C-2070000-01
- D. Contract Amount:** Not to Exceed \$562,844
- E. Contract Type:** Definite Quantity/Definite Delivery
- F. Term of Contract:** Two Years
- G. Options Available:** None
- 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:** 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 the debarred /suspended list.

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

- C. Cost & Price Considerations:** Prices were determined to be fair and reasonable based on a comparison to historical prices escalated by the Producer Price Index (PPI). Knorr Brake Company LLC's pricing is 5.10% below the current market value, according to the U.S. Bureau of Labor Statistics for metals and metal products. In addition, prices are aligned with the independent cost estimate.

The original equipment manufacturer (OEM), Knorr Brake Company LLC, is the only known source capable of providing the required LRV track brake parts for DART's light rail vehicle fleet. The OEM does not utilize distributors but sells directly.

D. Protests Received: None

E. Determinations Required: Use of Sole Source Procurement F&D

Determination and Recommendation

Knorr Brake Company, LLC is a responsible Contractor, has the capacity to perform this contract, and is recommended for award.

Approval of Contract for DART Light Rail Vehicle Track Brake Parts

M/WBE Considerations

The goals for this contract were established in 2004 by the DART Board of Directors at 25% MBE and 5% WBE participation. Knorr Brake Company, LLC, the prime contractor, has committed to achieve some participation through utilization of the following certified firm:

MBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Naviline Freight Services LLC	Mechanicsburg, PA	Asian Indian Male	Freight Transportation	\$4,600	0.82%

TOTAL MBE PARTICIPATION: \$4,600 0.82%*

NOTE: The goal is based on the not to exceed amount of \$562,844. 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

Knorr Brake Company, LLC is located in Westminster, MD and employs 344 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	16	24	23	0	204	267	77.62%
FEMALES	5	1	2	0	69	77	22.38%
TOTAL	21	25	25	0	273	344	100%
PERCENTAGE	6.10%	7.27%	7.27%	0.00%	79.36%	100%	

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

Approval of Contract for DART Light Rail Vehicle Track Parts

WHEREAS, DART is obligated to maintain its Light Rail Vehicle fleet of 163 vehicles in proper working order for service reliability and passenger safety, which includes all vehicle emergency 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, these parts are a component of the emergency braking system, which must be fully operational for the vehicle to be available for service; and

WHEREAS, the proposed price for this contract is fair and reasonable; and

WHEREAS, funding for this contract is within current Budget and FY 2023 Twenty-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 Knorr Brake Company, LLC, [Contract No. C-2070000-01] for the purchase of Light Rail Vehicle Track Brake Parts, for a total authorized amount not to exceed \$562,844.

Approval of Contract for DART Light Rail Vehicle Track Parts

Prepared by: /s/ Bernard Jackson

Bernard Jackson
Sr. Executive Vice President
Chief Operating Officer

/s/ Gene Gamez

Approved as to form: Gene Gamez
General Counsel

/s/ Nadine S. Lee

Approved by: Nadine S. Lee
President & Chief Executive Officer



Agenda Report

Committee-of-the-Whole
Board Meeting

Attachments: 1. Contract Award Analysis 2. D/M/WBE Details	Voting Requirements: Majority
---	---

DATE: December 12, 2023

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 [Contract No. C-2075855-01] for DART Light Rail Vehicle (LRV) Brake Disc and Hardware Kits, for a total authorized amount not to exceed \$1,650,000.

FINANCIAL CONSIDERATIONS

- This contract for Light Rail Vehicle Brake Disc and Hardware Kits is included in the Rail Operations Department’s FY 2024 Operating Budget.
- Sufficient funding for this contract in the amount of \$1,650,000 is included in both the Rail Operations Department’s FY 2024 Operating Budget and the Total Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; and Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.
- Consistent with the manufacturers’ recommendations and the DART long-range maintenance plan, replacing worn brake discs and the related hardware is required for vehicle reliability and customer safety. Maintaining the integrity of the light rail vehicle (LRV) braking system is integral for the vehicle to be available for service and kept in a state of good repair.
- A brake disc is a component in the friction brake system in DART’s 163 LRVs. The brake discs are mounted with the proper hardware and torqued to the axle to provide braking to the LRV when the brakes are applied.

PROCUREMENT CONSIDERATIONS

- On July 3, 2023, an Invitation for Bids (IFB) notification was sent to six firms for Light Rail Vehicle (LRV) Brake Disc and Hardware Kits.

- This will be a Requirements contract with a two-year base term with no options.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goals for this contract were established in 2004 by the DART Board of Directors at 25% MBE and 5% WBE participation.
- Wabtec Passenger Transit, the prime contractor, has committed to achieve some 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 452.055 of the Texas Transportation Code authorizes DART to contract for the
- provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Invitation for Bids)
IFB NO. B- 2075855**

Contract Information

- A. Description:** Light Rail Vehicle (LRV) Brake Disc and Hardware Kits
- B. Contractor:** Wabtec Passenger Transit
- C. Contract Number:** C-2075855-01
- D. Contract Amount:** Not to Exceed \$1,650,000
- 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:** 07/03/2023
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Bid Receipt:** September 8, 2023 @ 2:00 PM
- D. Bids Received:** One

Firm Name	Base Price
Wabtec Passenger Transit	\$1,650,000

- E. Discussion of Nonresponsive Bids:** None
- F. Bid Evaluation:** Wabtec Passenger Transit is determined to be responsive. The solicitation was issued as an Invitation for Bid to receive competitive pricing from two potential bidders. Two amendments were issued against the solicitation. At the request of the other potential bidder, the bid due date was extended to September 8, 2023. At the closing date, one bid was received.
- G. Price Considerations:** New contract pricing is fair and reasonable based on the current market pricing. According to the U.S. Bureau of Labor Statistics, contract pricing is 0.10% above the current market value for motor vehicle disc brake assemblies and parts, new and

within a reasonable range of market value. In addition, pricing is aligned with the independent cost estimate.

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, Minor Informality

Determination and Recommendation

Wabtec Passenger Transit is a responsive and responsible bidder that submitted a fair and reasonable price for 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

M/WBE Considerations

The goals for this contract were established in 2004 by the DART Board of Directors at 25% MBE and 5% WBE participation. Wabtec Passenger Transit, the prime contractor, has committed to achieve some participation through utilization of the following certified firm:

MBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Davis Freight Management, Inc.	Alden, NY	White Female	Freight Transportation Arrangement	\$82,500	5.00%

TOTAL MBE PARTICIPATION: \$82,500 5.00%*

NOTE: The goal is based on the not to exceed amount of \$1,650,000. 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

Wabtec Passenger Transit is located in Pittsburgh, PA and employs 9,781 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	412	657	664	79	6,435	8,247	84.32%
FEMALES	144	166	106	6	1,112	1,534	15.68%
TOTAL	556	823	770	85	7,547	9,781	100%
PERCENTAGE	5.68%	8.41%	7.87%	0.87%	77.17%	100%	

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 is obligated to maintain its Light Rail Vehicle fleet in proper working order for service reliability and passenger safety, which includes all vehicle 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 proposed price for this contract is considered to be fair and reasonable; and

WHEREAS, funding for this contract is within current Budget and FY 2023 Twenty-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 [Contract No. C-2075855-01] for the purchase of Light Rail Vehicle Brake Disc and Hardware Kits, for a total authorized amount not to exceed \$1,650,000.

Approval of Contract for DART Light Rail Vehicle Brake Disc and Hardware Kits

Prepared by: /s/ Bernard Jackson

Bernard Jackson
Sr. Executive Vice President
Chief Operating Officer

/s/ Gene Gamez

Approved as to form:

Gene Gamez
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee
President & Chief Executive Officer



Agenda Report

Committee-of-the-Whole
Board Meeting

Attachment: 1. Amended Table-1	Voting Requirements: Majority
--	---

DATE: December 12, 2023

SUBJECT: Amendment to Table-1 of Board Policy I.07, Contract Modification Authority and Supplemental Work Contingencies

RECOMMENDATION

Approval of a resolution amending Table-1: Contract Modification Authorization Levels, of DART Board Policy I.07, Contract Modification Authority and Supplemental Work Contingencies, to reflect current DART staff positions as shown in Exhibit 1 of the resolution.

FINANCIAL CONSIDERATIONS

- Approval of this amendment has no impact on DART's FY 2024 budget or FY 2023 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- DART Board Policy I.07, Table-1, includes a list of positions whose incumbents are authorized to contract and to modify contracts under certain criteria. The purpose of this item is to request approval to amend Table-1 to reflect current DART staff positions. Changes are shown in Attachment 1 with strikeouts and underscores.
- Approval of this policy amendment will help achieve Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; and Priority 5: Enhance DART’s role as a recognized local, regional and national transportation leader.
- DART's enabling legislation authorizes the Board to delegate the authority to contract and modify contracts. This authority has been delegated to DART Contracting Officers appointed by the President & Chief Executive Officer and approved by the Board.
- The DART Board adopted the Contract Modification Authority and Supplemental Work Contingencies Policy on February 13, 1990 (Resolution No. 900022).
- The Policy was amended on January 21, 1992 (Resolution No. 920010), consolidating all previous contract modification authority levels established in earlier resolutions for Project Management (now Development) contracts into a concise table, which was attached to the Policy as Table-1. The established procedures ensure that consistent and adequate documentation is provided to comply with the requirements of the DART Procurement Regulations, internal audits, and the Federal Transit Administration (FTA).

- The Policy was codified as DART Board Policy I.07 (Resolution No. 990088) on May 18, 1999.
- Since the initial adoption of this policy, Table-1 has been revised 16 times to reflect staffing changes, with the latest revision occurring on January 26, 2021 (Resolution No. 210012).
- Additionally, the Development Department was reorganized to incorporate all engineering and major construction functions into one department. This reorganization resulted in additional Development Department positions that needed to be captured in Table-1.

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, within budgeted amounts, to designated persons.

Article VII of the DART Board Bylaws states that the Board shall adopt and provide for the enforcement of rules, policies, or procedures in connection with the management, operations, and control of DART.

Exhibit 1

DEVELOPMENT DEPARTMENT

CONTRACT MODIFICATION AUTHORIZATION LEVELS

Table - 1 - Revised ~~January 26, 2021~~ December 12, 2023

Contract Modification Limit	<u>Positions</u> <u>Authority Level</u> <i>See Note 1</i>	<u>Incumbent(s)</u>
Greater than \$100,000	DART Board Approval Required	Board of Directors
From \$50,001 Up to \$100,000	President / & <u>Chief Executive Officer</u> <u>Director</u>	<u>Nadine S. Lee</u> <u>Gary C. Thomas (through January 31, 2021)</u>
From \$50,001 Up to \$100,000	Contracting Officer(s) <u>and as recommended by the Change Control Board CCB</u>	<u>Adam Nicholas, Vonda Thomas, Vicky Redrick</u> <u>Sherre Holmes</u>
From \$50,001 Up to \$100,000	<u>EVP/Chief Development Officer</u> <u>Interim President/Executive Director</u>	<u>Dee Leggett</u> <u>David Leininger</u>
Up to \$50,000	<u>VP Engineering & Technical Services</u> <u>Interim Executive VP Growth/Regional Development and Chairman of the CCB</u>	<u>Darryl Spencer</u> <u>Todd Plesko</u>
Up to \$50,000	VP Capital Design & Construction	<u>John M. Rhone</u> <u>Trey Walker</u>
Up to \$50,000	<u>VP Real Estate & Economic Development</u> <u>VP Commuter Rail & Railroad Management / Director TRE</u>	<u>Caitlin Holland</u> <u>Bonnie Murphy</u>
Up to \$50,000	Interim-VP Capital Planning	Kay Shelton
Up to \$50,000	Interim-VP Service Planning and Scheduling	Robert Smith
Up to \$40,000	Interim-AVP Capital Planning	<u>Joseph Clemens</u> <u>Tanya Brooks</u>
Up to \$40,000	AVP <u>Capital Program Delivery/Chief Architect</u>	David Ehrlicher
Up to \$40,000	AVP <u>Capital Development</u> Program Support	David T. Brown
Up to \$40,000	Interim-AVP Service Planning and Scheduling	Jing Xu
Up to \$40,000	Interim-AVP Real Estate	Leticia Delgado
Up to \$40,000	AVP <u>Commuter Rail / TRE Economic Development</u>	<u>Paul Bourzikas</u> <u>Jack Wierzenski</u>
Up to \$40,000	AVP Streetcar/Systems Engineering	Evelio Hernandez
Up to \$40,000	<u>AVP Chief Engineering Officer TRE</u>	Megan Tang
Up to \$40,000 Up to \$35,000	<u>AVP Fleet Engineering</u> <u>Director Positive Train Control</u>	<u>Marvin Hurt</u> <u>Claude Smith</u>
Up to \$40,000	<u>Sr Director Facilities Construction</u>	<u>Ron Maddox</u>

Exhibit 1

DEVELOPMENT DEPARTMENT

CONTRACT MODIFICATION AUTHORIZATION LEVELS

Table - 1 - Revised ~~January 26, 2024~~December 12, 2023

Up to \$35,000	Director Systems Safety and Certification	<u>Delena Roper</u> Vacant
<u>Up to \$35,000</u>	<u>Director Project Controls</u>	<u>Rama Yechuri</u>
<u>Up to \$35,000</u>	<u>Director Sustainability & Mobility Planning</u>	<u>Yolande Harrison</u>
Up to \$35,000	Director Mobility-Major Capital Projects	Ali Rabiee <u>Vacant</u>
Up to \$35,000	Director Economic Development <u>Reliability Engineering</u>	<u>Jaime Aleman</u> <u>John Wierzenski</u>
<u>Up to \$35,000</u>	<u>Director Capital Mobility/Access Projects</u>	<u>Vacant</u>
Up to \$35,000	Director Service Planning Research and Analysis	<u>Ralph Parker III</u> Vacant
Up to \$30,000	Senior Manager <u>Systems Safety & Start Up & Integrated Testing</u>	<u>Russ Wood</u> Vacant
Up to \$30,000	Senior Manager <u>Quality and Records Management-Management</u>	Tiffany Hail
Up to \$30,000	<u>Sr Manager Environmental Compliance</u> Senior Manager Passenger Support Facilities	<u>Steven Griffin</u> Vacant
<u>Up to \$30,000</u>	<u>Sr Manager Bridge & Tunnel Program</u>	<u>Vacant</u>
<u>Up to \$30,000</u>	<u>Sr Manager Railroad Management</u>	<u>Matt Lannon</u>
<u>Up to \$30,000</u>	<u>Sr Manager Innovative Services</u>	<u>Jennifer Stephens-Hall</u>
<u>Up to \$30,000</u>	<u>Sr Manager Service Scheduling</u>	<u>Jerome Allen</u>
<u>Up to \$30,000</u>	<u>Sr Manager Service Planning</u>	<u>Hans-Michael Ruthe</u>
Up to \$25,000	Manager Construction Safety	Owen Reed
<u>Up to \$25,000</u>	<u>Quality Program Manager</u>	<u>Ivette Aguilar</u>
Up to \$25,000	Manager-Sr Right-of-Way <u>Representative</u>	<u>Tonya Ukeh</u> Vacant
<u>Up to \$25,000</u>	<u>Facilities Construction Manager</u>	<u>Allen Smith</u>
Up to \$25,000	Project Manager IV	Reza Shirmanesh, Kabamba Muteba <u>Joe McNeely</u> , Sherry Abraham, <u>Stuart Johnson</u> , <u>James Vijjeswarapu</u> , <u>Andrea Hills</u>

Exhibit 1

DEVELOPMENT DEPARTMENT

CONTRACT MODIFICATION AUTHORIZATION LEVELS

Table - 1 - Revised ~~January 26, 2024~~ December 12, 2023

Up to \$25,000	Project Manager III	John Hoppie, Julia Casarez , Jennifer Jones
Up to \$25,000	Project Manager II	Philip Johnson, Ernie Martinez, Jose Gutierrez , Ora Pettiford , Ryan McCutchan
Up to \$25,000	Project Manager I	Autumn Atta Fynn , David Folarin, Patricio Gallo , Victor Ibewuike, Alejo Garcia, Alisha Adaway, Robert Ben, Larry Good, Gary Dupper, Linicha Hunter, Corey Morgan, Lucious Newhouse, David Winters, Connie Xu
<u>Up to \$25,000</u>	<u>Project Manager Special Projects</u>	<u>Greg Oliver</u>
Up to \$25,000	Manager Environmental Compliance Projects	Steven Griffin , Jeffrey M. Haynes, <u>Claude Brown</u>

Notes:

1. Contract Modification Authorization Level may be assigned to equivalent Development positions and personnel, who have project management responsibilities, as determined by the EVP Chief Development Officer and DART General Counsel.
 - a. These assignments shall be made in writing and attached to this table as a supplement.
 - b. Periodic updates to this table will be made as necessary to align with supplemental assignments.

Limitations of Authority

The authority to issue Contract modifications does not include the following actions. These actions are exclusively reserved for the Contracting Officer.

- Issuance of Final Decisions under the "Disputes" clause of the General Provisions of the Contract.
- Issuance of Termination Notices pursuant to the "Termination for Convenience" or "Default" clauses of the General Provisions of the Contract.
- Issuance of Contract Modifications affecting the period of performance, Program interim milestones, General Provisions, Special Provisions, Provisions relating to or modifying General Provisions, or Disadvantaged/Minority/Woman-Owned Business provisions of the Contract.

Limitations of Authority

The authority to issue Contract modifications does not include the following actions, which are reserved for the Contracting Officer.

- Issuance of Final Decisions under the "Disputes" clause of the General Provisions of the Contract.
- Issuance of Termination Notices pursuant to the "Termination for Convenience" or "Default" clauses of the General Provisions of the Contract.

Exhibit 1

DEVELOPMENT DEPARTMENT

CONTRACT MODIFICATION AUTHORIZATION LEVELS

Table - 1 - Revised ~~January 26, 2024~~December 12, 2023

- ~~• Issuance of Contract Modifications affecting the period of performance, LRT Program interim milestones, General Provisions, Special Provisions, Provisions relating to or modifying General Provisions, or Disadvantaged/Minority/Woman Owned Business provisions of the Contract.~~

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

Amendment to Table-1 of Board Policy I.07, Contract Modification Authority and Supplemental Work Contingencies

WHEREAS, the DART Board adopted the Contract Modification Authority and Supplemental Work Contingencies Policy on February 13, 1990 (Resolution No. 900022); and

WHEREAS, the Policy was amended on January 21, 1992 (Resolution No. 920010), consolidating all previous contract modification authority levels established in earlier resolutions for Project Management (now Development) contracts into a concise table, which was attached to the Policy as Table-1; and

WHEREAS, the Policy was codified as DART Board Policy I.07, Contract Modification Authority and Supplemental Work Contingencies, on May 18, 1999 (Resolution No. 990088); and

WHEREAS, since the initial adoption of DART Board Policy I.07, Table-1 has been revised 16 times to reflect staff position changes, with the latest revision occurring on January 26, 2023 (Resolution No. 210012), and needs to be updated to reflect current staff positions; and

WHEREAS, approval of this amendment has no impact on current budget or FY 2023 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that Table-1, Contract Modification Authorization Levels, of DART Board Policy I.07, Contract Modification Authority and Supplemental Work Contingencies, is amended, as shown in Exhibit 1 of this resolution.

Amendment to Table-1 of Board Policy I.07, Contract Modification Authority and Supplemental Work Contingencies

/s/ Dee Leggett

Prepared by:

Dee Leggett
Executive Vice President
Chief Development Officer

/s/ Gene Gamez

Approved as to form:

Gene Gamez
General Counsel

/s/ Nadine S. Lee

Approved by:

Nadine S. Lee
President & Chief Executive Officer

Exhibit 1

DEVELOPMENT DEPARTMENT

CONTRACT MODIFICATION AUTHORIZATION LEVELS

Table - 1 - Revised December 12, 2023

Contract Modification Limit	Positions <i>See Note 1</i>	Incumbent(s)
Up to \$100,000	President & Chief Executive Officer	Nadine S. Lee
Up to \$100,000	Contracting Officer(s)	Vonda Thomas, Sherre Holmes
Up to \$50,000	EVP/Chief Development Officer	Dee Leggett
Up to \$50,000	VP Engineering & Technical Services	Darryl Spencer
Up to \$50,000	VP Capital Design & Construction	Trey Walker
Up to \$50,000	VP Real Estate & Economic Development	Caitlin Holland
Up to \$50,000	VP Capital Planning	Kay Shelton
Up to \$50,000	VP Service Planning and Scheduling	Robert Smith
Up to \$40,000	AVP Capital Planning	Tanya Brooks
Up to \$40,000	AVP/Chief Architect	David Ehrlicher
Up to \$40,000	AVP Development Program Support	David T. Brown
Up to \$40,000	AVP Service Planning and Scheduling	Jing Xu
Up to \$40,000	AVP Real Estate	Leticia Delgado
Up to \$40,000	AVP Economic Development	Jack Wierzenski
Up to \$40,000	AVP Streetcar/Systems Engineering	Evelio Hernandez
Up to \$40,000	AVP Chief Engineer	Megan Tang
Up to \$40,000	AVP Fleet Engineering	Marvin Hurt
Up to \$40,000	Sr Director Facilities Construction	Ron Maddox
Up to \$35,000	Director Systems Safety	Delena Roper
Up to \$35,000	Director Project Controls	Rama Yechuri
Up to \$35,000	Director Sustainability & Mobility Planning	Yolande Harrison
Up to \$35,000	Director Major Capital Projects	Vacant
Up to \$35,000	Director Reliability Engineering	Jaime Aleman
Up to \$35,000	Director Capital Mobility/Access Projects	Vacant

Exhibit 1

DEVELOPMENT DEPARTMENT

CONTRACT MODIFICATION AUTHORIZATION LEVELS

Table - 1 - Revised December 12, 2023

Up to \$35,000	Director Service Planning Research and Analysis	Ralph Parker III
Up to \$30,000	Sr Manager Systems Safety & Start Up	Russ Wood
Up to \$30,000	Sr Manager Records Management	Tiffany Hail
Up to \$30,000	Sr Manager Environmental Compliance	Steven Griffin
Up to \$30,000	Sr Manager Bridge & Tunnel Program	Vacant
Up to \$30,000	Sr Manager Railroad Management	Matt Lannon
Up to \$30,000	Sr Manager Innovative Services	Jennifer Stephens-Hall
Up to \$30,000	Sr Manager Service Scheduling	Jerome Allen
Up to \$30,000	Sr Manager Service Planning	Hans-Michael Ruthe
Up to \$25,000	Manager Construction Safety	Owen Reed
Up to \$25,000	Quality Program Manager	Ivette Aguilar
Up to \$25,000	Sr Right-of-Way Representative	Tonya Ukeh
Up to \$25,000	Facilities Construction Manager	Allen Smith
Up to \$25,000	Project Manager IV	Reza Shirmanesh, Joe McNeely, Sherry Abraham, Stuart Johnson, James Vijjeswarapu, Andrea Hills
Up to \$25,000	Project Manager III	John Hoppie, Jennifer Jones
Up to \$25,000	Project Manager II	Philip Johnson, Ernie Martinez, Jose Gutierrez, Ora Pettiford, Ryan McCutchan
Up to \$25,000	Project Manager I	David Folarin, Patricio Gallo, Victor Ibewuiké, Alejo Garcia, Alisha Adaway, Robert Ben, Larry Good, Gary Dupper, Linicha Hunter, Corey Morgan, Lucious Newhouse, David Winters
Up to \$25,000	Project Manager Special Projects	Greg Oliver
Up to \$25,000	Manager Environmental Compliance Projects	Jeffrey M. Haynes, Claude Brown

Exhibit 1

DEVELOPMENT DEPARTMENT

CONTRACT MODIFICATION AUTHORIZATION LEVELS

Table - 1 - Revised December 12, 2023

Notes:

1. Contract Modification Authorization Level may be assigned to equivalent Development positions and personnel, who have project management responsibilities, as determined by the EVP Chief Development Officer and DART General Counsel.
 - a. These assignments shall be made in writing and attached to this table as a supplement.
 - b. Periodic updates to this table will be made as necessary to align with supplemental assignments.

Limitations of Authority

The authority to issue Contract modifications does not include the following actions. These actions are exclusively reserved for the Contracting Officer.

- Issuance of Final Decisions under the "Disputes" clause of the General Provisions of the Contract.
- Issuance of Termination Notices pursuant to the "Termination for Convenience" or "Default" clauses of the General Provisions of the Contract.
- Issuance of Contract Modifications affecting the period of performance, Program interim milestones, General Provisions, Special Provisions, Provisions relating to or modifying General Provisions, or Disadvantaged/Minority/Woman-Owned Business provisions of the Contract.



Agenda Report

Committee-of-the-Whole
Board Meeting

Attachments: 1. Contract Award Analysis 2. M/WBE Details	Voting Requirements: Majority
---	---

DATE: December 12, 2023

SUBJECT: Approval of a Contract for Routine Inspection Services for Bridge, Tunnel, and Other Infrastructure

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a three-year contract with two, one-year options for routine inspection services for bridge, tunnel and other infrastructure to RS&H, Inc. [Contract No. C-2077976-01], for a not-to-exceed amount of \$3,076,733, plus a 15% contingency of \$461,510 for unanticipated expenses, for a total authorized amount not to exceed \$3,538,243.

FINANCIAL CONSIDERATIONS

- This contract for routine inspection services for bridge, tunnel, and other infrastructure is included in various departments' approved FY 2024 Operating Budget.
- Sufficient funding for this contract in the amount of \$3,538,243 is included in various departments' approved FY 2024 Operating Budget and the Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- This contract is needed to provide periodic inspection services for bridge, tunnel, and other infrastructure.
- Approval of this resolution will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; and Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.
- This contract contributes to DART’s commitment to safety and reliability by regularly assessing the condition of bridges, tunnel, and other infrastructure.
- In accordance with DART and Texas Department of Transportation (TxDOT) policies, DART periodically assesses the condition of its bridges, tunnel, and other infrastructure. Approval of this contract is needed for the services of a professional engineering firm to manage and perform the routine inspections, assess deficiencies, provide repair details, and provide Rough Order of Magnitude (ROM) costs for deficiencies used to restore assets to a state of good repair as required by the Federal Transit Administration (FTA). Other infrastructure includes retaining walls and culverts along the DART Right-of-Way.

- DART operates and maintains 101 bridges, one tunnel pair approximately 3.4 miles long, and over 200 additional items consisting of culverts, retaining walls, sound walls, masonry walls, drainage inlets, ditches, and other graded areas.
- The Consultant's evaluation of identified DART assets shall include submission of all required deliverables to be typically completed on an as-needed basis over three years with an option to extend an additional two years. Individual tasks are expected to be started within one month from the issuance of a Notice to Proceed and be completed per the DART approved schedule.

PROCUREMENT CONSIDERATIONS

- On July 28, 2023, a Request for Proposals (RFP) notification was sent to 1,751 firms for routine inspection services for bridge, tunnel, and other infrastructure.
- This will be an indefinite delivery/indefinite quantity contract, with fixed unit prices on a task order basis for a term of three years with two, one-year options.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in June 2023 at 15% M/WBE participation.
- RS&H, 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.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2077976**

Contract Information

- A. Description:** Routine Inspection Services for Bridge, Tunnel, and Other Infrastructure
- B. Contractor:** RS&H, Inc.
- C. Contract Number:** C-2077967-01
- D. Contract Amount:** \$3,076,733
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity
- F. Performance Period** Three years from date of 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:** 07/28/2023
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** August 22, 2023 @ 2:00 PM
- D. Proposals Received:** Two
- E. Discussion of Proposal Evaluation Process:** The contract is Professional Services contract solicited in accordance with the Texas Professional Services Procurement Act. The Source Evaluation Committee (SEC) consisted of five diverse voting members with relevant expertise, who individually and independently reviewed and evaluated the proposals from August 24, 2023, through September 1, 2023. The technical proposals were evaluated to determine the highest technically qualified offeror. After evaluations, RS&H, Inc. was invited to enter into negotiations with the Authority. Labor rate and costs were reviewed by DART Cost & Pricing team and were determined to be fair and reasonable.
- F. Discussion of Unacceptable Proposals:** N/A

G. Proposal Scoring:

Rank	Offeror Name	Score
01	RS&H, Inc.	70.00
02	Freese and Nichols, Inc.	67.80

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

I. Cost & Price Analysis: Labor rate and other associated costs were analyzed by DART's Cost & Pricing Analyst. Based on information provided and reviewed, it has been determined that the rates/costs provided are fair and reasonable and should be used during negotiations for future task orders.

J. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Upon award

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: Use of Competitive Sealed Proposal Method of Procurement

Determination and Recommendation

RS&H, Inc. 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 Routine Inspection Services for Bridges, Tunnels and Other
Infrastructure**

M/WBE Considerations

The goal for this contract was established in June 2023 at 15% M/WBE participation. RS&H, Inc., the prime contractor, has committed to exceed the goal through utilization of the following certified firms:

MBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Beyond Engineering & Testing, LLC	Carrollton, TX	Asian Pacific Male	Geotechnical Investigation	\$61,535	2.00%
Unintech Consulting Engineers, Inc.	San Antonio, TX	Asian Female	Bridge Inspection	\$153,837	5.00%

TOTAL MBE PARTICIPATION: \$215,372 7.00%

WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
IBARRA Consulting Engineers, Inc.	Dallas, TX	Hispanic Female	Engineering Management	\$153,837	5.00%
M To-Pros Development, Inc.	New York, NY	Hispanic Female	Project Management	\$153,837	5.00%

TOTAL WBE PARTICIPATION: \$307,674 10.00%

TOTAL M/WBE PARTICIPATION: \$523,046 17.00%

NOTE: The goal is based on the not to exceed amount of \$3,076,733. 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

RS&H, Inc. is located in Jacksonville, FL and employs 1,491 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	35	51	112	6	775	979	65.66%
FEMALES	23	26	75	2	386	512	34.34%
TOTAL	58	77	187	8	1,161	1,491	100%
PERCENTAGE	3.89%	5.16%	12.54%	0.54%	77.87%	100%	

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

Approval of a Contract for Routine Inspection Services for Bridge, Tunnel, and Other Infrastructure

WHEREAS, in accordance with DART and Texas Department of Transportation (TxDOT) policies, DART periodically assesses the condition of its bridges, tunnel, and other infrastructure; and

WHEREAS, approval of this contract is needed for the services of a professional engineering firm to manage and perform the routine inspections, assess deficiencies, and provide repair details and Rough Order of Magnitude (ROM) costs for deficiencies as part of the report development for addressing identified deficiencies, thereby restoring assets to a state of good repair as required by the Federal Transit Administration (FTA). Other infrastructure includes retaining walls and culverts within the DART Service Area; and

WHEREAS, a competitive sealed proposal procurement was conducted in accordance with DART's Procurement Regulations; and

WHEREAS, the proposed price for this contract is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2023 Twenty-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 three-year contract with two, one-year options for routine inspection services for bridge, tunnel and other infrastructure to RS&H, Inc. [Contract No. C-2077976-01], for a not-to-exceed amount of \$3,076,733, plus a 15% contingency of \$461,510 for unanticipated expenses, for a total authorized amount not to exceed \$3,538,243.

Approval of a Contract for Routine Inspection Services for Bridge, Tunnel, and Other Infrastructure

/s/ Dee Leggett

Prepared by:

Dee Leggett
Executive Vice President
Chief Development Officer

/s/ Gene Gamez

Approved as to form:

Gene Gamez
General Counsel

/s/ Nadine S. Lee

Approved by:

Nadine S. Lee
President & Chief Executive Officer



Agenda Report

Committee-of-the-Whole
Board Meeting

**Voting Requirements:
 Majority**

DATE: December 12, 2023

SUBJECT: Authorize Dallas Area Rapid Transit to Amend the Bus Access Agreement with the Denton County Transportation Authority to Include the Collin County Rides Program

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to amend a Bus Access Agreement with the Denton County Transportation Authority (DCTA), substantially in the form as shown in Exhibit 1 to the resolution and subject to legal review, to add the DART facilities of the Downtown Plano Station and the Parker Road Station, effective February 1, 2024.

FINANCIAL CONSIDERATIONS

- This agreement has no projected increase to operating expenses and may result in additional ridership and revenues.

BUSINESS PURPOSE

- Approval of this agreement will assist DART in achieving Board Strategic Priority 5: Enhance DART’s role as a recognized local, regional and national transportation leader.
- On April 22, 2003 (Resolution No. 030045), the Board adopted Policy No. IV.14: Access by Non-DART Shuttle Services from Outside of the Service Area. The policy allows for access agreements with entities wanting to operate shuttles from outside of the DART Service Area.
- DART is a regional transportation authority formed under Chapter 452 of the Texas Transportation Code, and DCTA is a coordinated county transportation authority formed under Chapter 460 of the Texas Transportation Code.
- DART has approved a series of Shuttle Access Agreements since 2003 with DCTA for off-peak connections to DART bus routes.
- DCTA also has an access agreement with DART to provide public transit connections at Trinity Mills Station served by the DART Green Line.
- It is desired to amend the access agreement with DCTA to include DART's Downtown Plano and Parker Road stations to provide on demand service for the Collin County Rides program on behalf of the City of Allen and the Town of Fairview beginning on February 1, 2024. The DCTA service replaces service DART has been operating for Allen and Fairview.

- It is in DART's interest to contract with DCTA to provide access to DART stations.
- An impact fee is required if passenger volume causes DART to add service.
- During FY 2023, there were 20 total boardings and 25 total alightings at Parker Road Station and 4 total boardings and 4 total alightings at Downtown Plano Station from Collin County Rides shuttles.

LEGAL CONSIDERATIONS

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes DART to contract or agree with another local government to perform governmental functions and services.

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

Authorize Dallas Area Rapid Transit to Amend the Bus Access Agreement with the Denton County Transportation Authority to Include the Collin County Rides Program

WHEREAS, on April 22, 2003 (Resolution No. 030045), the Board adopted Policy No. IV.14: Access by Non-DART Shuttle Services from Outside of the Service Area. The policy allows for access agreements with entities wanting to operate shuttles from outside of the DART Service Area; and

WHEREAS, on September 8, 2009 (Resolution No. 090118), the Board adopted negotiation objectives for agreements between DART and Denton County Transportation Authority (DCTA) for the use and operation of the DART Corridor and DART rail vehicles; and

WHEREAS, on February 9, 2010 (Resolution No. 100010), the Board approved a Transportation Access Agreement and Easement with DCTA for its use of the DART Corridor to operate the A-train service on the DART-owned rail corridor in Denton County and access for bus service to the Trinity Mills Station; and

WHEREAS, on December 11, 2012 (Resolution No. 120166), the DART Board approved an Equipment Lease and Operations and Maintenance Agreement with DCTA for DCTA's A-train service; and

WHEREAS, on September 22, 2015 (Resolution No. 150103), the DART Board approved a Shared Services Agreement with DCTA for sharing of services in support of regional passenger rail; and

WHEREAS, on September 27, 2016 (Resolution No. 160095), the Board extended the Interlocal Agreement for Shared Services with DCTA until December 31, 2016; and

WHEREAS, on December 13, 2016 (Resolution No. 160130), the Board approved the Interlocal Agreement for Shared Services with DCTA for sharing of services in support of regional passenger rail through September 30, 2017; and

WHEREAS, on October 3, 2017 (Resolution No. 170109), the Board extended the Interlocal Agreement for Shared Services with DCTA until October 31, 2017; and

WHEREAS, on October 24, 2017 (Resolution No. 170121), the Board extended the Interlocal Agreement for Shared Services with DCTA until December 31, 2017; and

WHEREAS, on December 12, 2017 (Resolution No. 170146), the Board approved an Interlocal Agreement for Shared Services with DCTA for the sharing of services in support of regional passenger rail; and

WHEREAS, on February 9, 2021 (Resolution No. 210015), the Board approved an Interlocal Agreement for Shared Services with DCTA which defines the methodology and rates for access and impact fees for A-train and Special Event Bus Services at Trinity Mills Station; and

WHEREAS, DART will not incur any unreimbursed expenses as a result of this agreement; and

WHEREAS, DCTA will compensate DART according to the terms set forth in the agreement; and

WHEREAS, it is desired to amend the access agreement with DCTA to include DART's Downtown Plano and Parker Road stations to provide on demand service for the Collin County Rides program; and

WHEREAS, the potential users of the service include residents of the City of Allen and the Town of Fairview who are eligible for the Collin County Rides program; and

WHEREAS, this agreement has no projected increase to operating expenses and may result in additional ridership and revenues.

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 amend a Bus Access Agreement with the Denton County Transportation Authority, substantially in the form as shown in Exhibit 1 and subject to legal review, to add the DART facilities of the Downtown Plano Station and the Parker Road Station, effective February 1, 2024.

Authorize Dallas Area Rapid Transit to Amend the Bus Access Agreement with the Denton County Transportation Authority to Include the Collin County Rides Program

/s/ Dee Leggett

Prepared by:

Dee Leggett
Executive Vice President
Chief Development Officer

/s/ Gene Gamez

Approved as to form:

Gene Gamez
General Counsel

/s/ Nadine S. Lee

Approved by:

Nadine S. Lee
President & Chief Executive Officer

BUS ACCESS AGREEMENT
With
Denton County Transportation Authority
At
1660 S Stemmons, Suite 250
Lewisville, TX 75069

THIS BUS ACCESS AGREEMENT ("Agreement"), made this, the 1st day of February 2024, by and between **DALLAS AREA RAPID TRANSIT**, a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, ("DART") and **DENTON COUNTY TRANSPORTATION AUTHORITY**, a coordinated county transportation authority established pursuant to Chapter 460 of the Texas Transportation Code ("DCTA") (DART and DCTA also referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

1. **Purpose.** DART hereby grants a non-exclusive, revocable license to DCTA for the purpose of vehicle pick-up and drop-off access for the patrons of Collin County Rides Service to the following DART Light Rail Transit (LRT) stations including Downtown Plano (LRT) Station and Parker Road (LRT) Station. No over-night parking of vehicles at the Station shall be allowed.
2. **Term.** The term of this Agreement shall begin on the date executed by the parties and shall end on September 30, 2025, and shall automatically renew for successive one-year terms until terminated; PROVIDED HOWEVER, that either party shall have the right to terminate the Agreement by giving the other party sixty (60) day notice.

3. **Consideration.**

3.01 DART and DCTA agree that there is good and valuable consideration for entering this Agreement, the receipt and sufficiency of which is acknowledged.

3.02 Additional Payments. This Agreement is subject to the terms of DART Board Policy IV.14, Access from By Non-DART Bus Service from Outside of the Service Area, as it currently exists or as it may be amended. A copy of the current DART Board Policy IV.14 is attached to this Agreement as Exhibit A. This agreement is also subject to the Implementing Regulations that have been promulgated pursuant to Policy IV.14. A copy of those Regulations is attached to this Agreement as Exhibit B. DART shall no more often than monthly provide an itemized invoice to DCTA for any fees and charges that are due pursuant to the Implementing Regulations. DCTA shall pay all such invoices within 30 days. The Parties shall negotiate to resolve any disputed charges.

4. **Non-Exclusive License.** This license is additionally subject to: (a) any existing utility, drainage or communication facility located in, on, under, or at the Station; (b) all vested rights at the Station presently owned by utility or communications company; and (c) any existing lease, license or other interest at the Station granted by DART to any individual, corporation or other entity, public or private.
5. **Vehicles and Operators.** Every vehicle used in providing the service shall be fully compliant with the Americans with Disabilities Act ("the ADA") and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way communications device.

DCTA shall be responsible for and shall maintain every vehicle used in providing the service in a safe operating condition and shall be responsible for all repairs and scheduled maintenance for the vehicles.

Every vehicle used in providing the service shall also be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size described herein, and appropriately dressed in a uniform selected by DCTA, but reasonably satisfactory to DART.

DART shall have final approval of the size and configuration of any vehicle that DCTA proposes to operate at the Station.

6. **Governmental Approvals.** DCTA, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits or other approvals from any and all governmental agencies, federal, state, or local, required to carry on the activity permitted herein. DCTA, 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.
7. **Schedules and Reporting Information.** If operating fixed route service or On Call demand responsive service arriving and departing at fixed times from a DART Station or facility, the DCTA shall maintain scheduled service to the Station and shall post such schedules at the Station in a location and in a manner, satisfactory to DART. DCTA shall provide DART with at least (30) days prior written notice regarding any proposed change to scheduled service. DART shall have final approval authority over any change to times of shuttle service operation at the station. Within 30 days following the end of each month the DCTA will provide to DART a monthly summary of daily boardings and alightings by trip and by stop on Collin County Rides service as operated under this Agreement in a form acceptable to DART. If DCTA provides demand responsive service to a DART facility, DCTA will provide DART a daily summary of the number of persons dropped off and/or picked up from each DART facility, by time of day, and by date on a monthly basis within 30 days following the end of each month.

8. **Customer Information, Complaints and Complaint Resolution.** DCTA shall also be responsible for establishing a system for the intake; handling and resolving of customer complaints and shall post, publish, and generally make available to the public information as to the customer complaint system established by DCTA. All such information shall clearly state that DART shall not be responsible for handling or resolving DCTA's service customer complaints.
9. **Operations.** DCTA shall be responsible for all aspects of the operation of the any fixed route bus service or demand responsive service. DCTA shall post signs at the boarding and drop-off location established at the Station for the shuttle bus and/or demand responsive service clearly marking and identifying the location; said signs being approved by DART in writing in advance. Shuttle bus and demand response operators shall comply with all traffic control devices located at the Station and shall operate the vehicles in a safe manner and at speeds established by DART for the Station property.
10. **Environmental Protection.**
- 10.01. DCTA shall not use or permit the use of the Station for any purpose that may be in violation of any laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act.
- 10.02 DCTA warrants that the permitted use of the Station area will not result in the disposal or other release of any hazardous substance, or solid waste on or to the Station, and DCTA will take all steps necessary to insure that no such hazardous substance, or solid waste will ever be discharged at the Station by DCTA or its patrons, employees or invitees.
- 10.03. DCTA shall indemnify, defend and hold DART harmless against all environmental costs to environmentally clean up the Station resulting from DCTA's use of the Station under this Agreement.
11. **Future Use by DART.** The license granted herein is made expressly subject and subordinate to the right of DART to use the Station for any purpose whatsoever.
12. **Indemnification.**
- 12.01. To DCTA, the extent allowed by law, agrees to defend, indemnify and hold DART, its officers, agents and employees, harmless against any and all negligence claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage, civil or criminal penalty, or other harm including harm resulting from third party criminal activity for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by any act or omission of

DCTA, its officers, agents, employees or contractors in connection with this Agreement or the use of the Station under this Agreement.

12.02 In the event of joint and concurring negligence or fault of DART and DCTA, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity available to DART under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13. **Insurance.** DCTA shall, at all times during the term of this Agreement and extended terms thereof, provide and maintain, or cause to be provided and maintained, the following types of insurance protecting the interests of DCTA against any loss, cost or expense, of any kind arising out of the shuttle bus or demand response service to be provided hereunder. DART shall be named as an additional insured and shall be provided with a certificate of insurance from an insurance company or companies acceptable to DART, at least twenty (20) days prior to the commencement of performance hereunder. Said policy or policies shall bear an endorsement giving DART thirty (30) days' notice of cancellation. In the event DCTA allows any coverage to lapse during the terms hereof, DART shall have the right to terminate this Agreement.

13.01. Workers' Compensation Insurance. DCTA shall provide or cause to be provided, Workers' Compensation Insurance providing benefits comparable to those provided under the Workers' Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to DCTA's employees, contractors, agents or assigns performing work under this Agreement. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DART.

13.02. Employers' Liability Insurance. DCTA shall provide or cause to be provided, Employers' Liability Insurance with limits of liability of not less than \$500,000.00 each accident, \$500,000.00 each employee for disease and \$500,000.00 policy limit for disease. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DART.

13.03. Commercial General Liability Insurance. DCTA shall provide or cause to be provided, Commercial General Liability insurance providing limits of not less than \$1,000,000.00 for bodily injury and property damage per occurrence with an annual aggregate of \$2,000,000.00. There shall not be any policy exclusions or limitations for Contractual Liability covering DCTA's obligations herein, Personal Injury, Advertising Liability, Medical Payments, Fire Damage Legal Liability, Broad Form Property Damage and Liability for Independent Contractors.

13.04. Comprehensive Automobile Liability Insurance. DCTA shall provide or cause to be provided, Comprehensive Automobile Insurance, covering all owned, hired and non-owned vehicles used in connection with this Agreement with a combined single limit for bodily injury and property damage liability of not less than \$5,000,000.00.

13.05. No Recourse. Companies issuing the insurance policies herein described 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 DCTA as between DCTA and DART.

14. **Security.** It is understood by the parties that DART will not furnish DCTA with any additional security personnel at the Station, above that which is already provided. DCTA shall, at all times, be responsible for the security of DCTA's property or passengers.

15. **ADA Monitoring and Compliance.** DCTA acknowledges and understands that it is responsible for compliance with the requirements of the ADA in operating the fixed route bus or demand responsive service. DCTA shall continue to perform the same level of ADA complementary paratransit service it has rendered to its customers prior to the date of this Agreement. Further, DCTA shall monitor the transportation needs and special requirements of its customers and shall cooperate with DART to provide the ADA complementary paratransit services necessary for transitioning into the DART public transit system and shall assume full responsibility for the transportation of its customers from origin to destination.

16. **Assignment.** DCTA shall not assign or transfer its rights under this Agreement in whole or in part or permit any other person or entity to use the license hereby granted without the prior written consent of DART, which consent DART is under no obligation to grant.

17. **Methods of Termination.** This Agreement may be terminated in any of the following ways:

- 17.01. By written agreement of both parties;
- 17.02. By either party giving the other party sixty (60) days prior written notice;
- 17.03. Immediately by DART in the event that DCTA shall discontinue the use of the Station.
- 17.04. By DART upon three (3) days' prior notice to DCTA in the event that DCTA has breached any provision contained in this Agreement.

18. **Miscellaneous.**

18.01. Notice. When notice is permitted, or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U. S. mail, certified, return receipt requested, and addressed to the parties at the following addresses:

DART: Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7230
ATTN: Rob Smith, Vice-President Service
Planning and Scheduling

DCTA: STAR Transit
ATTN: Maurice Bell, Chief Operations Officer
1660 S Stemmons, Suite 250.
Lewisville, TX 75069

Either party may from time to time designate another and different address for receipt of notice by giving notice of such change of address.

18.02. No Kickbacks. DART warrants that no trustee, officer, employee, student or agent of DCTA 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. DCTA warrants that no board member, 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 DCTA or any of DCTA's directors, officers, employees or agents in connection with the obtaining, arranging, negotiation or performance of this Agreement.

18.03. 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 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.

18.04. Attorney's Fees. Any party who is the prevailing party in any legal proceeding against the other party brought under or in relation to this Agreement shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

18.05. Governing Law. This Agreement shall be construed under and in accordance with the laws of the state of Texas. Venue for any lawsuit between the Parties shall be in Dallas County, Texas.

18.06 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Station and the matters addressed herein and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

18.07. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns. The respective signatories to this Agreement, by affixing their signatures thereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

18.08. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender. Words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

18.09. Competition with DART. The license agreement may not be used by DCTA to propose or provide transit service to a non-service area entity in direct competition with DART in the event that DART elects to make a proposal to operate public transit service in response to a non-service area city solicitation.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS, WHEREOF, the parties have executed this Agreement in multiple originals this ___ day of _____, 2023.

DALLAS AREA RAPID TRANSIT

By: _____
Nadine Lee
President & Chief Executive Officer

DENTON COUNTY TRANSPORTATION AUTHORITY

By: _____
Paul Cristina
President & Chief Executive Officer

Exhibit A

DART Board Policy N.14: Access by Non-DART Shuttle Service
from Outside the Service Area.

ORIGINAL DATE ISSUED: April 22, 2003
Resolution No. 030045
Policy No. IV.14 (Planning)

Section 1: Purpose

The purpose of this policy is to establish guidelines regarding access to DART bus and rail facilities by non-DART shuttle services operating from outside of the DART service area.

Section 2: Policy Statement

DART provides transportation services within its service area in order to support mobility, air quality and economic development objectives. DART supports utilization of its transit services by individuals residing outside of the DART service area but expects reasonable compensation.

Section 3: Administration

Moderate Ridership Shuttles:

Shuttle service operating from outside of the DART service area that is expected to transport low to moderate levels of riders, in the range of less than 30 passenger trips per hour, will be allowed to access DART bus or rail facilities, to the degree that they do not negatively affect service for DART member city residents, if they agree to enter into an access agreement with DART that addresses the following terms and conditions:

- Minimum insurance levels, including
- \$1,000,000 commercial general liability insurance for bodily injury and property damage, and \$5,000,000 comprehensive automobile liability insurance.
 - Indemnification of DART relative to claims arising from the shuttle operation or failure of the licensee to comply with and perform all requirements of the agreement.

- Definition of routing, station access times and bay assignment at the DART facility. Changes in station routing and schedule will only be made with DART approval.
- Requirement that shuttle operator will have on-going responsibility for ADA requirements of the shuttle service and for complementary paratransit requirements of their respective service area from origin to destination of the trip as well as the return trip.
- Requirement that shuttle operator will have responsibility for fare inspection of transferring customers.
- Provision that agreement can be terminated with a 30-day notice for convenience or a 3 day notice in cases of default.

All such access agreements will require authorization by the DART Board of Directors.

DART will have final authority in approving shuttle schedules and dwell time as they apply to station or transit center access. Access times will be regulated by DART to minimize negative impacts on transit center operations and rail system passenger loads. Shuttle services may be required to share a bus bay at the rail station or transit center with other shuttles or DART services. If there is insufficient capacity at the requested rail station or transit center to accommodate a shuttle provider, access at the next station or transit center with available capacity may be offered to the shuttle provider.

Where proposal are received from multiple shuttle service providers desiring to access DART stations within a given rail corridor, a detailed evaluation of cost and rider impacts will be completed by DART. Based on this evaluation, DART may disapprove access by

additional shuttle service providers or modify access agreements to include cost-sharing provisions relative to the impact of these shuttle services.

High Ridership Shuttles:

Shuttle service proposals that would exceed 30 passengers per hour will require an interlocal agreement or third-party agreement with DART that addresses the items required in the access agreements specified above, but that also addresses cost sharing responsibilities of the shuttle service provider relative to the incremental costs incurred by DART as the result of the shuttle service.

DART costs to be considered in the interlocal agreement or third-party agreement will include all direct expenses but may also include appropriate indirect operating expenses and administrative overhead as well as applicable capital expenses.

For each proposed shuttle service meeting the above criteria, a preliminary assessment will be prepared by DART to determine the impact on DART services and costs, as well as what costs would be the responsibility of the shuttle provider.

If the results of the preliminary assessment are not acceptable to the interested shuttle provider, no further action will be taken. If the results are not acceptable to DART, the governing body of the interested shuttle provider will be so advised.

If, based on the preliminary assessment, staff determines that the project appears feasible, and that there is some indication of potential benefit to DART, the project will proceed to more detailed planning and evaluation.

The detailed plan will include a description of the type of service and capital projects to be provided along with appropriate design and

engineering efforts as well as necessary environmental clearances and description of any project impacts requiring mitigation. Detailed cost estimates, as well as ridership projections will also be included in the detailed plan.

An interlocal agreement or third-party agreement detailing the service proposal, cost impacts to DART and cost-sharing arrangements will be presented to the DART Board of Directors for final consideration.

The President/Executive Director or his designee is authorized to implement this policy and to issue more detailed procedures to facilitate implementation of the policy, as needed. All access or interlocal agreements developed under this policy and any deviations from this approved policy will be brought back to the Board for review and approval.

Exhibit B
Implementing Regulations for DART Policy IV.14

Data Collection

1. Non-DART operators must collect daily passenger boardings and alighting data for each trip arriving and departing from the DART facility, including light rail and bus transit centers. Ridership must be reported for both fixed route and demand responsive service.
2. Passenger counts of boardings and alightings for each arriving and departing trip must be submitted to DART in an electronic, spreadsheet format within 30 days following the end of each month.
3. DART will produce a monthly report on the load capacity on the DART service (light rail or bus services) during the peak hour and peak period for each of the Stations.

Definitions

4. Negative impact on Light Rail. Negative impact occurs when non-service area bus routes deliver passengers to DART facilities when the capacity on DART trains exceed 175% of seated capacity in the peak hour. The seated capacity of a single car is 94 seats.
5. Negative Impact on Bus Facilities: Negative impact occurs where the volume of non-service area vehicles exceeds the capacity of the transit facility bays available or the buses exceed 125% of seated capacity.
6. High Volume Provider. When a non-service area provider or a combination of non-service area providers deliver more than 30 passengers per hour to DART facility, the providers are defined as high volume providers.
7. Reverse Flow Service. Reverse flow passengers are passengers traveling on DART or non-service provider in the direction opposite the heaviest passenger flow.
8. Peak Period. Generally, between 6:00 am in the am and 9:00 am departing the end of line stations. Generally, trips departing downtown Dallas in the direction of the end of line stations between 3:30 pm and 6:30 pm.
9. Access fee. An access fee is a fee paid to DART for each non-service area passenger during the peak periods and in the peak direction to address direct and indirect subsidies invested by DART to build and operate the DART service to which the non-service area provider connects.
10. Impact Fee. A fee paid to DART by non-service area providers to offset the additional costs incurred by DART to provide additional capacity once the peak loads exceed 175% of seated loads. Additionally, a financial impact occurs if the service provider brings ADA eligible paratransit riders requiring continuation travel by DART Paratransit.

Passenger Volumes under 30 Passengers Per Hour

11. If the number of passengers arriving on the non-service area provider or providers in the AM peak hour is 30 passengers or less per hour, DART will allow access without an access fee so long as the passenger volume does not negatively impact DART.

12. If the number of passengers arriving on DART in the PM peak and transferring to the non-service area provider or providers during the peak hour is 30 passengers or less, DART will allow access without an access fee so long as the passenger volume does not negatively impact DART.

Passenger Volumes Over 30 Passengers Per Hour

13. If the average number of passengers delivered to DART by a non-service area provider or multiple providers exceeds 30 passengers per hour within the peak hour, the provider(s) will be required to pay an access fee.
14. DART will not require an access fees for passengers arriving at DART or departing from DART in the off-peak periods or traveling in the reverse flow direction during the peak periods so long as there is no impact to DART as a result of such passengers.
15. The DART access fee for high volume providers transferring at a terminal station (exceeding 30 passengers per peak hour) is calculated as \$4.00 per passenger as long as total daily passenger volume is less than 300 passengers per day.
16. If the daily passenger volume is 300 per day or more, the access fee is \$6.00 per passengers at end-of-the-line stations and bus transfer facilities.
17. Access fees may be reduced if the provider can shift its operation away from end-of-the- line stations. Such reduced fees will be calculated based on the location of the station to which service is shifted.

Access Fee Table Effective July 1, 2013

Operator	Pass Per Hour	Daily Volume	Access Fee per passenger at End of Line Station	Access fee per passenger at non-end of line station determined by DART
DART	< 30 /hr	300 or less	None	None
DART	< 30 /hr	Over 300	None	None
Non-DART	< 30/hr	300 or less	None	None
Non-DART	< 30/hr	Over 300	None	None
DART	>30/hr	300 or less	\$1.00	\$2.00
DART	>30/hr	Over 300	\$2.00	\$4.00
Non-DART	>30/hr	300 or less	\$2.00	\$4.00
Non-DART	>30/hr	Over 300	\$3.00	\$6.00

Example of Calculation of Access Fee at Downtown Plano Station or Parker Road Station

Operator	Passenger/Hr	Daily Volume	Daily Fees	Annual Fees
DART	20 Pass/hr	300	None	None
Non-DART	20 Pass/hr	300	None	None
DART	45 Pass/hr	180	\$180	\$45,720
Non-DART	45 Pass/hr	180	\$360	\$127,440



Agenda Report

Committee-of-the-Whole
Board Meeting

Voting Requirements: Majority

DATE: December 12, 2023

SUBJECT: **Approval to Call a Public Hearing for a Service Plan Amendment to Locate a Silver Line Shiloh Road Equipment Maintenance Facility in Plano, Texas**

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to schedule and give notice of a public hearing on January 23, 2024, to receive public comments to locate the proposed Silver Line Shiloh Road Equipment Maintenance Facility (EMF) in Plano, Texas, as shown in Exhibit 1 to the resolution.

FINANCIAL CONSIDERATIONS

- Funding for the Silver Line is within the approved FY 2024 Capital Budget and FY 2023 Twenty-Year Financial Plan.
- The current budget for the Silver Line includes the cost of the EMF.
- The development of the EMF does not change the overall cost or budget of the project.

BUSINESS PURPOSE

- Approval of this resolution will assist DART in achieving Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; and Strategic Priority 5: Enhance DART's role as a recognized local, regional, and national transportation leader.
- On August 28, 2018 (Resolution No. 180085), the DART Board approved a Service Plan Amendment (SPA) for the Cotton Belt Corridor Regional Rail Project (Silver Line) Alignment, Stations, Grade Separation and Facilities.
- On December 14, 2021 (Resolution No. 210183), the DART Board approved an SPA to Locate the Silver Line Equipment Maintenance Facility (EMF) at a Denton County Transportation Authority (DCTA)/DART Joint Rail Operations Facility (JROF) in Lewisville, Texas.
- During final design, it was determined that a layover facility located near the terminus in Plano would enhance operations and result in significant cost savings by eliminating deadhead travel to JROF.
- DART developed plans to locate a layover facility immediately west of Shiloh Road where the DART right-of-way widens to accommodate an unused railroad siding and unused railroad spur.

- On November 15, 2022, DART held a public hearing to locate the layover facility at this site west of Shiloh Road.
- Escalating costs and complications associated with the use of non-revenue tracks extending to the JROF have resulted in refinement of DART's EMF plans. DART has determined that with design modifications, the layover facility site near Shiloh Road could accommodate a full EMF. This would reduce the cost of developing both sites and further reduce deadhead cost.
- All maintenance, vehicle washing, daily cleaning, daily inspections and refueling would be conducted at the Shiloh Road EMF. Additionally, the EMF could accommodate storage of the eight Silver Line Diesel Multiple Unit (DMU) vehicles.
- DART would also purchase an adjacent industrial site at 3201 Technology Drive, Plano Texas, to support the maintenance facility. The space would provide office space, material storage, a crew room, lockers, and parking for Silver Line staff.
- On November 14, 2023 (Resolution No. 230162), the Board authorized an administrative settlement for the purchase of the 3201 Technology Drive building. Closing on this property is scheduled to occur no later than January 31, 2024.
- DART has coordinated this effort with the City of Plano.
- On November 6, 2023, the Plano Planning & Zoning Commission unanimously approved a Specific Use Permit (SUP) for the Public Service Yard for the Shiloh EMF
- On November 27, 2023, the Plano City Council held a public hearing before unanimously approving the SUP. No members of the public spoke in opposition to the EMF.
- DART is preparing a memorandum to file to document any potential environmental impacts of locating the EMF west of Shiloh Road in Plano. The proposed location is an industrial setting, and no additional environmental impacts have been identified. It is anticipated that the Federal Transit Administration (FTA) will determine that this design modification to the Silver Line will not result in any substantial impact to the quality of the human environment, and the previously approved Final Environmental Impact Statement/Record of Decision (FEIS/ROD) of November 9, 2018, will remain valid.

PUBLIC PARTICIPATION CONSIDERATIONS

- DART's enabling legislation requires that a public hearing be held to establish or amend the location of maintenance facilities.
- All property owners within 400 feet of the Shiloh Road Layover Facility will be notified at least 20 days prior to the public hearing.
- Subsequent to the public hearing, the Board will be asked to approve a Service Plan Amendment to locate the Silver Line Shiloh Road EMF in Plano, Texas.

LEGAL CONSIDERATIONS

Section 452.303(a) of the Texas Transportation Code requires DART to hold a public hearing prior to making a major change to the Service Plan. Changes to fixed guideway projects, including the alignment, stations, facilities, and grade separations are defined as major changes to the Service Plan.

Section 452.303(b) of the Texas Transportation Code requires that before holding a public hearing, DART in writing notify: 1. each owner of real property located within 400 feet, including streets and alleys, of the boundary of the proposed ROW or the boundary of property on which the facility is proposed to be located; and 2. the governing body of each municipality and the commissioners court of each county in which the facility is to be located.

Section 452.303(c) requires that the notice be given to each governing body and to the property owners shown by the municipal or county tax roll at least 20 days before the date of the hearing by depositing the notice in the U.S. mail.

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

**Approval to Call a Public Hearing for a Service Plan Amendment to Locate a Silver Line
Shiloh Road Equipment Maintenance Facility in Plano, Texas**

WHEREAS, funding for the Silver Line is within the approved FY 2024 Capital Budget and FY 2023 Twenty-Year Financial Plan; and

WHEREAS, it has been determined that an Equipment Maintenance Facility (EMF) located near the terminus of the Silver Line in Plano would enhance operations and result in cost savings by eliminating deadhead travel; and

WHEREAS, DART has identified a location west of Shiloh Road in Plano that could accommodate the EMF (See Exhibit 1); and

WHEREAS, the facility will be known as the Shiloh Road EMF; and

WHEREAS, the facility location has been coordinated with and approved by the City of Plano; and

WHEREAS, DART will comply with all the public hearing and notice requirements under the Texas Transportation Code applicable for the addition of a maintenance facility; and

WHEREAS, it is anticipated that the Federal Transit Administration (FTA) will determine that addition of the Shiloh Road EMF will not result in any substantial impact to the quality of the human environment, and is consistent with the previously approved Final Environmental Impact Statement/Record of Decision (FEIS/ROD); and

WHEREAS, DART's enabling legislation requires that a public hearing be held to establish or amend the location of transit facilities; and

WHEREAS, approval to call a public hearing has no impact on the approved Budget or FY 2023 Twenty-Year Financial Plan.

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 schedule and give notice of a public hearing on January 23, 2024, to receive public comments to locate the proposed Silver Line Shiloh Road Equipment Maintenance Facility in Plano, Texas, as shown in Exhibit 1.

Approval to Call a Public Hearing for a Service Plan Amendment to Locate a Silver Line Shiloh Road Equipment Maintenance Facility in Plano, Texas

/s/ Dee Leggett

Prepared by:

Dee Leggett
Executive Vice President
Chief Development Officer

/s/ Gene Gamez

Approved as to form:

Gene Gamez
General Counsel

/s/ Nadine S. Lee

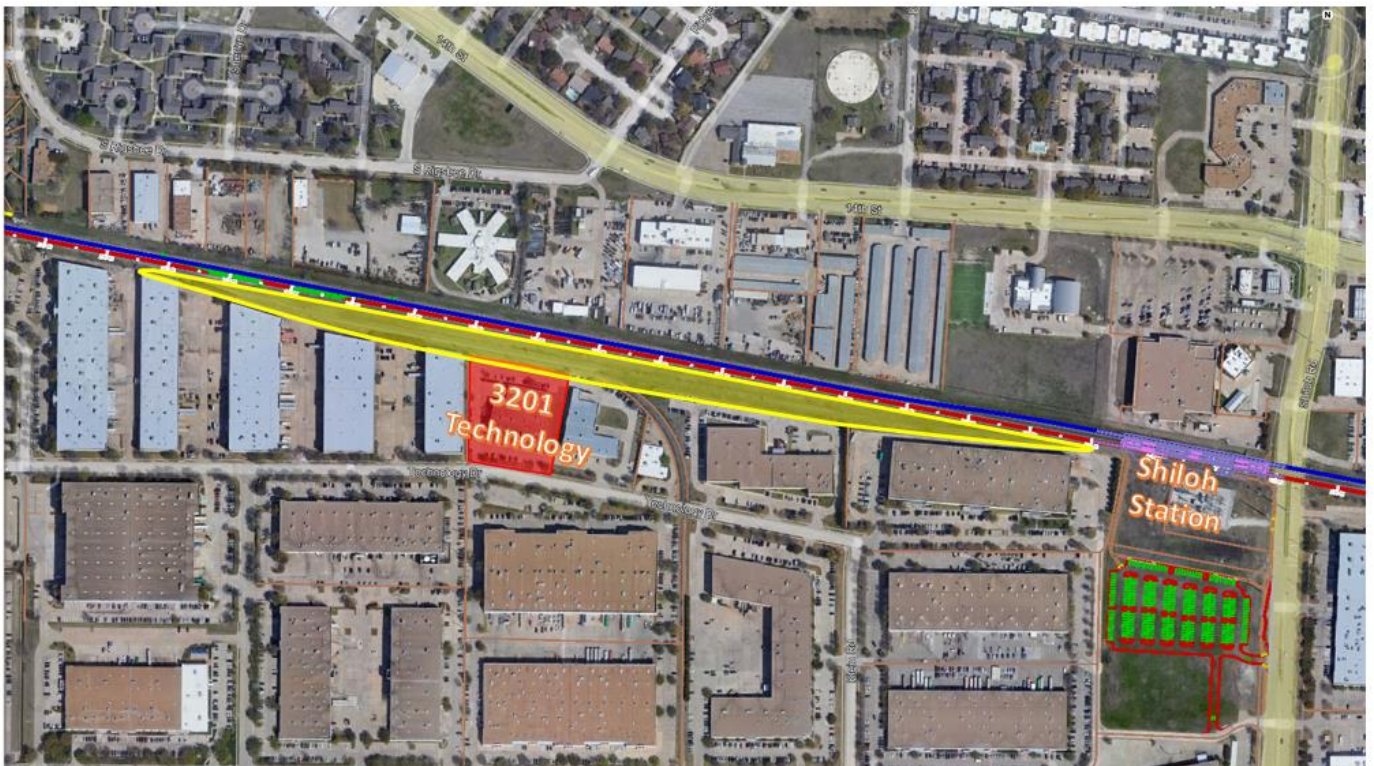
Approved by:

Nadine S. Lee
President & Chief Executive Officer

Approval to Call a Public Hearing for a Service Plan Amendment to Locate a Silver Line Shiloh Road Equipment Maintenance Facility in Plano, Texas

**Proposed Shiloh Road EMF
Plano, Texas**

Shiloh Road EMF Location





Agenda Report

Committee-of-the-Whole
Board Meeting

**Voting Requirements:
Majority**

DATE: December 12, 2023

SUBJECT: Approval of an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit and Memphis Area Transit Authority

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute an interlocal agreement (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Memphis Area Transit Authority (Memphis), for licensing of a White-Label instance of the GoPass® mobile app for a base term of four years with options. Fees include a one-time setup fee, annual fees for hosting and maintenance, a service level agreement, and recurring credit card and gateway interchange fees.

FINANCIAL CONSIDERATIONS

- Licensing and maintenance fees from Memphis will support the setup, operation, and maintenance of a White-Label instance of the GoPass platform for use by Memphis. The fees will support expenses incurred by DART for GoPass, including development fees and costs for hosting and licensing.
- In the form included as Exhibit 1 to the Resolution, the contract term will be for four years, including hosting, maintenance, and service level agreement in licensing GoPass to Memphis. Additional one-year option years are also included, which may be executed by mutual consent.
- Payment for GoPass licensing from Memphis detailed in this agreement includes a one-time payment of \$90,000 for the setup of a White-Label version of the GoPass application, and approximately \$18,950 in cumulative additional fees, to include licensing fees, microtransit support fees, 2% revenue share fees, and a 2.5% surcharge for credit card and gateway interchange fees.
- Payments for GoPass licensing from Memphis are detailed within the base pricing of the ILA. DART will retain approximately \$588,000 and Kuba Denmark will receive \$420,594.
- Various options have also been presented to Memphis and may be agreed upon during the agreement term. These optional fees represent up to \$124,000 in potential additional fee revenue, of which DART’s share represents \$55,000.

BUSINESS PURPOSE

- The purpose of this item is to approve an ILA with Memphis to sub-license the GoPass platform.

- GoPass is a nationally recognized mobile ticketing and scheduling application across large portions of the DFW metroplex. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to DART riders' product quality.
- DART has a contractual relationship with Kuba Denmark ApS ("Kuba Denmark"), and Kuba Denmark maintains, develops, and hosts the GoPass System and provides support services as defined in the Service Level Agreement ("SLA").
- Memphis will be provided with a White-Label version of the GoPass platform, which includes similar features to the GoPass app, but a separately branded product set. Licensing and maintenance fees from Memphis will support the setup, operation, and maintenance of a White-Label instance of the GoPass platform for use by Memphis. The fees will support expenses incurred by DART for GoPass, including development fees and costs for hosting and licensing.
- The Memphis Area Transit Authority Board of Directors unanimously approved Resolution 23-51 to acquire the GoPass Mobility App and Solution on November 28, 2023.
- Approval of this item will help achieve Board Strategic Priority 3: Innovate to enhance mobility options, business processes, and funding; and Strategic Priority 5: Enhance DART's role as a recognized local, regional and national transportation leader.

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, authorizes 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 an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit and Memphis Area Transit Authority

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

WHEREAS, DART and the Memphis Area Transit Authority (Memphis) have entered discussions for Memphis to sublicense the GoPass application; and

WHEREAS, Memphis desires, under the terms of this agreement, to access and utilize a White-Label version of the GoPass application, which includes similar features to the GoPass app, but a separately branded product set; and

WHEREAS, approval of this ILA for GoPass® mobile app licensing will generate revenue for 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 execute an Interlocal Agreement (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the Memphis Area Transit Authority, for licensing of a White-Label instance of the GoPass® mobile app for a base term of four years with options. Fees include a one-time setup fee, annual fees for hosting and maintenance, a service level agreement, and recurring credit card and gateway interchange fees.

Approval of an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit and Memphis Area Transit Authority

Prepared by: /s/ Elizabeth Reich

M. Elizabeth Reich
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

Approval of an Interlocal Agreement for GoPass
Application Licensing Between Dallas Area Rapid Transit
and the Memphis Area Transit Authority

Attorneys for the two agencies are finalizing the Interlocal Agreement, and it will be uploaded to the Board Portal on Monday, December 11, 2023.



Agenda Report

Committee-of-the-Whole

Board Meeting

<p>Voting Requirements: Majority</p>

DATE: December 12, 2023

SUBJECT: Approval of Amendment to FY 2023 Performance Compensation for General Counsel

BOARD ACTION

Approval of a resolution amending the FY 2023 performance compensation for Gene Gamez, General Counsel.

PURPOSE

- DART has consistently used a system of establishing goals and tracking performance measures to provide a focus for strategic and operational improvement, create an analytical basis for decision making, and provide focus on the priorities set by the Board.
- On September 27, 2022 (Resolution No. 220126), the Board approved the FY 2023 Goals and Performance Measures for the General Counsel.
- On November 14, 2023 (Resolution No. 230159), the Board approved the annual performance review and compensation for Mr. Gamez.
- Following a subsequent review by the Board of the agency's achievement of the FY 2023 goals, the Board has determined that clarifications to Mr. Gamez's compensation should be considered.
- The purpose of this item is to clarify the FY 2023 compensation for the DART General Counsel.

LEGAL CONSIDERATIONS

- Section 452.101(2) of the Texas Transportation Code authorizes the Board to appoint attorneys and prescribe their duties, compensation, and tenure.

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

Approval of Amendment to FY 2023 Performance Compensation for General Counsel

WHEREAS, Gene Gamez, General Counsel, reports directly to the Board of Directors; and

WHEREAS, on September 26, 2023 (Resolution No. 230119), the Board approved the FY 2023 Goals and Performance Measures for the General Counsel; and

WHEREAS, on November 14, 2023 (Resolution No. 230159), the Board approved the annual performance review and compensation for Mr. Gamez; and

WHEREAS, following a subsequent review by the Board of the agency's achievement of the FY 2023 goals, the Board has determined that clarifications to Mr. Gamez's compensation should be considered.

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

Section 1: Mr. Gamez shall receive the bi-weekly salary increase as noted in Resolution No. 230159, Section 1.

Section 2: Mr. Gamez shall only receive as incentive or performance compensation the one-time payment as noted in Resolution No. 230159, Section 2.

Approval of Amendment to FY 2023 Performance Compensation for General Counsel

M. Nathan Barbera
Secretary

Gary A. Slagel
Chair

APPROVED AS TO FORM:

ATTEST:

Gene Gamez
General Counsel

Nadine S. Lee
President & Chief Executive Officer

Date



Agenda Report

Committee-of-the-Whole ☒

DATE: December 12, 2023

SUBJECT: Discussion of FY 2023 Performance Evaluation for President & Chief Executive Officer

BOARD ITEM

This is a briefing item. No action is required at this time.

PURPOSE

- DART has consistently used a system of establishing goals and tracking performance measures to provide a focus for strategic and operational improvement, create an analytical basis for decision making, and provide focus on the priorities set by the Board.
- On February 25, 2020 (Resolution No. 200023), the Board established the following Strategic Priorities for FY 2021 – FY 2025:
 1. Enhance the safety and service experience through customer-focused initiatives.
 2. Provide stewardship of the transit system, agency assets and financial obligations.
 3. Innovate to enhance mobility options, business processes and funding.
 4. Pursue excellence through employee engagement, diversity, development and well-being.
 5. Enhance DART's role as a recognized local, regional and national transportation leader.
- In order to move the agency in the direction described in the Strategic Priorities, the Board establishes annual goals and performance measures for the President & Chief Executive Officer.
- On September 27, 2022 (Resolution No. 220133), the Board approved the FY 2023 goals and performance measures for the President & Chief Executive Officer.
- On November 14, 2023 (Resolution No. 230158, the Board approved the FY 2023 performance evaluation and compensation for the President & Chief Executive Officer.
- The purpose of this item is to discuss the FY 2023 performance evaluation for the President & Chief Executive Officer.



Agenda Report

Committee-of-the-Whole
Board Meeting

Attachments: 1. Contract Award Analysis 2. D/M/WBE Details 3. 11/10/23 Memo to Board	Voting Requirements: Majority
--	---

DATE: December 12, 2023

SUBJECT: Approval of Contract for System Modernization Program Management Consultant

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to: 1) establish a contract reserve for two System Modernization Program Management Consultant services contracts in an amount not to exceed \$90,651,775, plus a contingency of \$10,072,419 for a total authorized amount not to exceed \$100,724,194; 2) award a five-year base contract to HNTB/KAI/Carcon Joint Venture (HKC JV) to be funded on a task order basis; and 3) award a five-year base contract to Hatch/STV/IEA/VRX Joint Venture (NTx Transit Partners) to be funded on a task order basis.

FINANCIAL CONSIDERATIONS

- These contracts for Program Management Consultant services are included in various capital project budgets of the approved FY 2024 Capital Budget.
- Sufficient funding for these contracts in the amount of \$100,724,194 is included in various capital and non-operating project budgets.

BUSINESS PURPOSE

- On July 11, 2023, DART staff briefed the Committee-of-the-Whole (COTW) on the proposed approach to engage a Program Management Consultant (PMC) to assist with management and oversight of a System Modernization Program.
- On November 10, 2023, a memo was sent to the Board to provide a comprehensive overview of the System Modernization Program in advance of upcoming Board items related to the program. (See Attachment 3.)
- On November 14, 2023, DART staff briefed the COTW on the program and PMC solicitation process.
- DART is currently considering two, five-year base contracts, each with a five-year option, to allow for continuity of PMC services throughout the vehicle procurements and other system modernization projects and activities.

- The PMCs will support the system modernization efforts including revenue vehicles, station and passenger amenities, rail and bus operating facilities, signal systems, resiliency, and support system element needs that might be identified through Capital Improvement Program efforts.
- The services provided by the System Modernization PMCs will include:
 - Program Management
 - Project Controls
 - Procurement Support
 - Community/Customer Engagement
 - Contract Management Support
 - Vehicle Engineering
 - Systems Engineering
 - Design Oversight
 - Construction Management
 - System Integration
- The following contracts will be procured separately:
 - Design and construction contracts for facilities, stations, and systems.
 - Vehicle delivery contracts.
- Work will be assigned through annual work plans and task order-based methodology.
- These contracts will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; Strategic Priority 3: Innovate to enhance mobility options, business processes and funding; and Strategic Priority 5: Enhance DART's role as a recognized local, regional and national transportation leader.
- These contracts will support DART's commitment to reliability and security by updating facilities and vehicles to better meet the needs of customers.

PROCUREMENT CONSIDERATIONS

- On May 31, 2023, a Request for Proposals (RFP) notification was sent to 1,486 firms for system modernization program management consultant services.
- This will be an indefinite delivery/indefinite quantity (IDIQ) type contract, with fixed price task orders for a base term of five years with one, five-year option.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goals for this contract were established in April 2023 at 10% DBE and 22% M/WBE participation.
- Both prime contractors have committed to exceed the goals.
- The D/M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included

in Attachment 2. The prime contractor's actual EEO-1 reports are available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2076810**

Contract Information

- A. Description:** System Modernization Program Management Consultant (PMC)
- B. Contractors:** HNTB/KAI/Carcon Joint Venture (HKC JV) and Hatch/STV/IEA/VRX (NTx Transit Partners)
- C. Contract Number:** C-2076810-01 - Parent Contract funded at \$90,651,775
C-2076810-02 - HKC JV funded per task order award
C-2076810-03 - NTx Transit Partners funded per task order award
- D. Contract Reserve Amount:** \$90,651,775 plus a contingency of \$10,072,419 for a total not to exceed amount of \$100,724,194
- E. Contract Type:** This is an Indefinite Delivery / Indefinite Quantity (ID/IQ) type contract with fixed price task orders for PMC services.
- F. Term of Contract:** Five years after Notice to Proceed
- G. Options Available:** One, five-year option
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Federal/Local

Solicitation Information

- A. Issue Date:** May 31, 2023
- B. Notifications Sent to Registered Suppliers:** 1,486
- C. Date and Time for Proposal Receipt:** August 1, 2023 at 2:00 PM
- D. Proposals Received:** 07
1. Atkins North America, Inc.
 2. HNTB/KAI/Carcon Joint Venture (HKC JV)
 3. Parsons Transportation Group, Inc.
 4. Jacobs Engineering Group, Inc.
 5. Hatch/STV/IEA/VRX (NTx Transit Partners)
 6. IKJ Enterprises, LLC
 7. Smart IT Pros, Inc.
- E. Discussion of Proposal Evaluation Process:** This contract is a Professional Services contract solicited in accordance with the Texas Professional Services Procurement Act.

Proposals were evaluated from September 11, 2023 through September 22, 2023, in accordance with the criteria specified in the RFP by a Source Evaluation Committee (SEC) comprised of six diverse voting members with relevant expertise, appointed by the Contracting Officer. The technical proposals were evaluated to determine the highest technically qualified offeror(s). A summary of the evaluation criteria is provided below:

Criteria Description	Maximum Points
Qualifications of the Firm(s)	150
Proposal Evaluation Criteria	630
Customer Journey and Experience Focus (Up to 15 Additional Points)	15
Project Personnel Qualifications	120
Firm Composition/Subcontracting Opportunities/Equity	100
Organizational Commitment to Diversity, Equity and Inclusion (Up to 20 Additional Points)	20
TOTAL POINTS AVAILABLE	1,035

F. Discussion of Unacceptable Proposals: The offer submitted by Smart IT Pros, Inc. did not conform to the requirements specified in the RFP. Offer failed to respond to the technical criteria and was deemed non-responsive.

G. Proposal Scoring:

Table 1: Initial Proposal Scoring

Firm Name	SEC Average Technical Score	Equal Opportunity Score	Total Initial Score
Atkins North America, Inc.	536.80	90	626.80
IKJ Enterprise, LLC	568.20	110	678.20
HKC JV	601.40	110	711.40
Jacobs Engineering Group, Inc.	614.10	107	721.10
NTx Transit Partners	613.40	102	715.40
Parsons Transportation Group, Inc.	584.60	98	682.60

The competitive range was determined based on initial scoring outcomes. The three highest evaluated offerors, HKC JV, Jacobs Engineering Group, Inc., and NTx Transit Partners advanced to the second phase, which was oral presentations.

Table 2: Post-Oral Presentation Results

Rank	Offeror Name	Oral Presentation Avg. Score	Initial Evaluation Post Consensus	Total Score
01	HKC JV	179	711.40	890.40
02	NTx Transit Partners	175	715.40	890.40
03	Jacobs Engineering Group, Inc.	154	721.10	875.10

After oral presentations, HKC JV and NTx Transit Partners were determined the highest technically qualified offerors. They were invited to price negotiations.

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

I. Cost & Price Analysis: A cost analysis was performed for each offer by DART's Cost & Price Analyst. Based on this analysis and historical prices paid, proposed labor rates were determined to be fair and reasonable.

J. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Obtained after notice of award.

On-Site Inspection: N/A

Arithmetic Check: N/A

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: Non-Responsive F&D

Determination and Recommendation

HKC JV and NTx Transit Partners, are determined to be responsible offerors whose proposal scores determined to be the highest technically qualified. They have the capacity to perform this contract and are recommended for award.

Approval of Contract for System Modernization Program Management Consultant

D/M/WBE Considerations

HNTB/KAI/Carcon (HKC) Joint Venture

The goals for this contract were established in April 2023 at 10% DBE and 22% M/WBE participation. HNTB/KAI/Carcon Joint Venture (HKC JV), the prime contractor, has committed to exceed the goals through utilization of the following certified firms:

DBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENTAGE
The Burrell Group	Dallas, TX	Black Male	Diversity Management	1.00%
Criado & Associates, Inc.	Dallas, TX	Hispanic Female	Surveying & Utility Support	1.00%
Dalcan Engineering & Construction, LLC	Irving, TX	White Female	Program & Construction Management	1.00%
Raul Bravo & Associates, Inc.	Reston, VA	Hispanic Male	Vehicle Engineering & Inspection	4.00%
Simon Engineering & Consulting, Inc.	Dallas, TX	Black Female	Design Review	1.00%
Virginkar & Associates, Inc.	Fullerton, CA	Native American Male	Vehicle Engineering & Inspection	4.00%

TOTAL DBE PARTICIPATION: 12.00%*

M/WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENTAGE
Bowman Engineering & Consulting, Inc.	Dallas, TX	White Female	Engineering Design Review	1.00%
CARCON Industries & Construction	Dallas, TX	Hispanic Female	Joint Venture Member	13.00%
Foster CM Group, Inc.	Dallas, TX	Black Male	QA Inspections	0.50%
KAI Design	Dallas, TX	Black Male	Joint Venture Member	14.00%
STL Engineers	Dallas, TX	Hispanic Female	Material Testing & Geo Engineering	1.00%

TOTAL M/WBE PARTICIPATION: 29.50%*

*The percentages may remain level, increase or decrease depending on the circumstances.

NTx Transit Partners

The goals for this contract were established in April 2023 at 10% DBE and 22% M/WBE participation. NTx Transit Partners, the prime contractor, has committed to exceed the goals through utilization of the following certified firms:

DBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENTAGE
ADS System Safety Consulting, LLC	Baltimore, MD	Black Male	Systems Safety	0.50%
AOC Systems Consortium	New York, NY	White Female	Systems Engineering	0.25%
IEA, Inc.	Dallas, TX	Indian Male	Joint Venture Member	12.50%
Public Information Associates	Dallas, TX	White Female	Customer Engagement	0.75%
Rios Group, Inc.	Dallas, TX	Hispanic Female	Utility Engineering	0.25%
Triunity, Inc.	Denver, CO	Black Male	Estimating	0.50%

TOTAL DBE PARTICIPATION: 14.75%*

M/WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENTAGE
Alliance Geotechnical Group, Inc.	Dallas, TX	Black Male	Materials Testing	0.25%
Arredondo, Zepeda & Brunz, LLC.	Dallas, TX	Hispanic Male	Construction Management	6.00%
Bowman Engineering & Consulting, Inc.	Dallas, TX	White Female	Construction Management	1.75%
Dikita Engineering	Dallas, TX	Black Male	Vehicle Engineering	3.50%
JB Marketing	Dallas, TX	Black Male	Community Engagement	4.50%
Lina T. Ramey & Associates, Inc.	Farmers Branch, TX	Native American Female	Construction Management	0.50%

PMG Project Management Group, LLC	Dallas, TX	Hispanic Male	Program & Construction Management	0.50%
VRX, Inc.	Plano, TX	White Female	Joint Venture Member	7.50%
Wescom Solutions	Yorba Linda, CA	White Female	Operations Support	0.25%

TOTAL M/WBE PARTICIPATION: 24.75%*

*The percentages may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Reports

HNTB/KAI/Carcon Joint Venture (HKC JV) is located in Dallas, TX and employs a combined total of 5,369 individuals. The following is an analysis of their EEO-1 reports:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	2M	WHITE	TOTAL	PERCENTAGE
MALES	356	208	288	7	0	2,744	3,603	67.11%
FEMALES	203	165	175	5	0	1,218	1,766	32.89%
TOTAL	559	373	463	12	0	3,962	5369	100%
PERCENTAGE	10.41%	6.95%	8.62%	0.22%	0.00%	73.80%	100%	

NTx Transit Partners (Joint Venture) is located in Dallas, TX. and employs a combined total of 3,579 individuals. The following is an analysis of their EEO-1 reports:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	2M	WHITE	TOTAL	PERCENTAGE
MALES	313	147	216	4	33	1,890	2,603	72.73%
FEMALES	146	75	104	0	18	633	976	27.27%
TOTAL	459	222	320	4	51	2,523	3,579	100%
PERCENTAGE	12.84%	6.20%	8.94%	0.11%	1.42%	70.49%	100%	



INTEROFFICE MEMO

DATE: November 10, 2023

TO: DART Board

THROUGH: Nadine S. Lee /s/ NSL

FROM: Dee Leggett

SUBJECT: System Modernization Overview and Upcoming Program Management Consultant (PMC) Award

On July 11, 2023, DART staff briefed the Committee-of-the-Whole (COTW) on the proposed approach to bring on a Program Management Consultant (PMC) to assist with management and oversight of a System Modernization Program. A briefing on the program and PMC solicitation process is planned for November 14, 2023. DART Board of Directors' consideration of a contract award is scheduled for December 12, 2023.

The purpose of this memorandum is to provide a comprehensive overview of the System Modernization Program in advance of the upcoming meetings, as well as to provide information on the various studies and planning efforts underway that will help inform capital needs, priorities, and future procurements in more detail.

BACKGROUND AND PURPOSE

DART celebrated its 40th Anniversary this year. During these 40 years, DART has expanded our transit system to include 93 miles of light rail with 65 stations, nearly 100 bus routes with 14 transit facilities and nearly 7,000 bus stops, as well as two regional commuter rail systems – Trinity Rail Express (in operation) and Silver Line (opening in late 2025) with 20 combined stations. Additionally, DART operates and maintains the City of Dallas modern streetcar system. To support this entire system, we operate and maintain eight facilities that are critical to ensuring our daily operations.

Many of the critical elements that were part of the agency's initial starter systems are aging, have reached the end of their useful life, or need upgrading and modernizing to address technology advancements and the evolving needs of our employees, customers and communities. At the same time, DART is embarking on the implementation of several initiatives in its 2045 Transit System Plan, finalizing its Strategic Plan, and developing Area Plans in partnership with our service area cities.

The proposed FY 2024 20-Year Financial Plan includes \$8.9 billion in capital expenditures over the next 20 years, nearly 82% of which is for capital maintenance and timely asset replacement. The FY 2024-FY 2028 5-Year Capital Improvement Program (CIP) includes \$4.5 billion in capital expenditures, 71% of which is associated with state of good repair and modernization initiatives. DART's capital programming and state of good repair (SGR) funding approach ensures that we can continue to provide high quality, reliable and safe vehicles, along with an infrastructure conducive to enhancing the customer experience.

A comprehensive System Modernization Program, across all modes, is critical to better align this significant investment with agency strategic goals, employee needs, customer needs, community needs and advancing technologies. We are approaching this as a systematic program focused on the next 5-10 years, rather than a series of smaller, independent projects and initiatives. This approach will help maximize DART's investment in several ways:

- Ensure state of good repair efforts take advantage of modernization opportunities to add value and enhance safety, operations, maintainability, reliability, and resiliency.
- Leverage efficiencies in the delivery of outcomes by identifying and coordinating related program elements.
- Maximize external funding opportunities by packaging projects to position them for competitive discretionary grants.
- Minimize disruption to operations and customers through coordinated communication, planning, design and construction efforts.
- Efficiently use external resources such as consultants and contractors to supplement staff and expedite the completion of capital priorities in an efficient and coordinated manner.
- Enhance mobility options, accommodate innovation, embrace sustainability, and future proof our assets to allow for technology and mobility evolution.

While the projects incorporated into the program may evolve over time, the core program elements include revenue vehicles, station and passenger amenities, bus and rail operating facilities, signal systems, resiliency, and other support system elements.

RELATED STUDIES AND EFFORTS

While DART staff already has conceptual plans and draft specifications for the replacement of light rail vehicles, buses and some of the related infrastructure needs, a series of additional studies and efforts are either complete, underway or planned that will further inform and define the System Modernization Program. These efforts include:

Overarching Plans Related to all Modes

- DART Strategic Plan
- City/DART Area Plans
- 2045 Transit System Plan
- State of Good Repair Assessment and Management Strategy
- HVAC Facility Assessment
- DART Security Plan
- Crime Prevention Through Environmental Design (CPTED) Annual Reviews
- Mobility Hub Guidelines
- Sustainability Plan
- Vulnerability Assessment and Resiliency Plan (grant application submitted)

Light Rail Focus

- Winterization Study
- Automatic Spring Tensioning Devices (Auto-tensioning Overhead Catenary System) Corrosion Control Analysis
- Generator Installation Design
- Removal of Center Crosswalks

Bus Focus

- Zero Emissions Fleet Transition Plan
- Bus Operating Facilities Master Plan
- Bus Corridor Optimization + Rider Experience (CORE) Program
- Transit Center Modernization/Mobility Hubs

Commuter Rail Focus

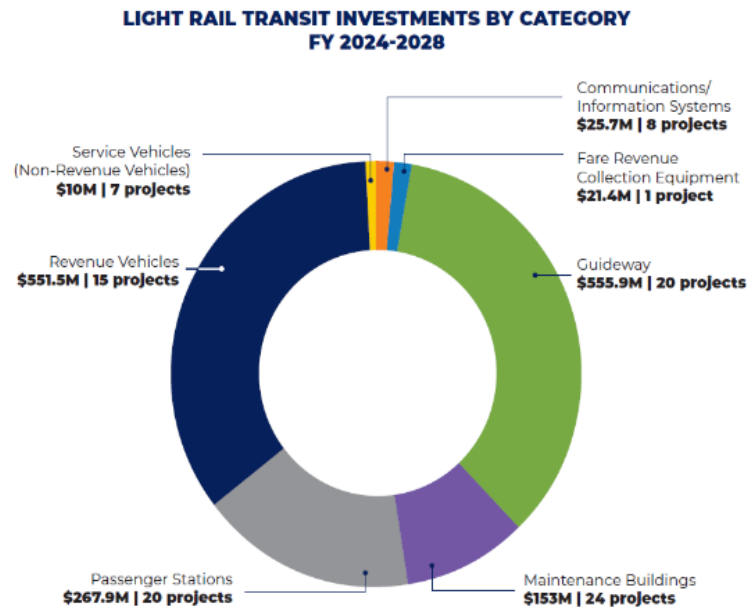
- TRE Fleet Replacement Study
- TRE Corridor Modeling and Ridership Optimization Study

As these are completed, DART staff will review outcomes and recommendations and determine what, if any, elements should be delivered through the System Modernization Program. The Program is intended to leverage existing funds already programmed in the agency budget, 5-Year CIP and 20-Year Financial Plan. As new or revised capital projects and needs are defined over the next 5-10 years, DART staff will evaluate the appropriateness of including the new projects in the System Modernization Program. These determinations will be made during the annual budget and 20-Year Financial Plan approval process and will be presented to the DART Board of Directors accordingly.

MODERNIZATION PROJECTS AND OPPORTUNITIES

The 5-Year CIP (which was included as part of the FY 2024 Budget and proposed FY 2024 20-Year Financial Plan) outlines capital projects and funding by mode, which is further divided into project categories. These categories align with Federal Transit Administration (FTA) definitions. An overview of the projects and opportunities by mode (light rail, bus and commuter rail) are described below. There are additional agency-wide categories as well that are highlighted where appropriate.

Light Rail



For light rail, the key elements of the modernization program include vehicles, guideway, passenger stations and maintenance facilities. The change to modern, all-level boarding vehicles is driving most of the overall investment program.

Vehicles

Over the next 10 years, DART plans to procure our next generation of light rail vehicles (LRVs) to replace the oldest 95 LRVs that will reach the end of their 30-year useful life between 2026-2030. The remaining light rail fleet (68 vehicles) will need replacement between 2036-2041, so DART will need to prepare for a second procurement as the first one is ending or consider if additional options can be reasonably incorporated into the initial procurement.

While procuring and accepting new LRVs, DART will be working to maintain a steady state of repair on the existing vehicles since they are facing parts obsolescence issues that may require focused modernization and state of good repair maintenance campaigns.

Light Rail Stations and Platforms

With a renewed focus on improving the customer journey and overall experience, DART is seeking to renovate, refresh, and modernize stations. The program will support the full raise of 23 Red and Blue Line platforms to accommodate the new low-floor LRVs and enhance access for all riders. DART anticipates other improvements and upgrades will be defined to create more seamless connections to other modes, enhance aesthetics, improve safety and security, and incorporate technology and resiliency. This will be done in coordination with transit-oriented development or repurposing of underutilized parking to help advance the strategic goal of fantastic spaces. The CIP also includes SGR reserves for ticket vending machine (TVM) replacement at all stations starting in FY25. This will need to be coordinated with platform construction work.

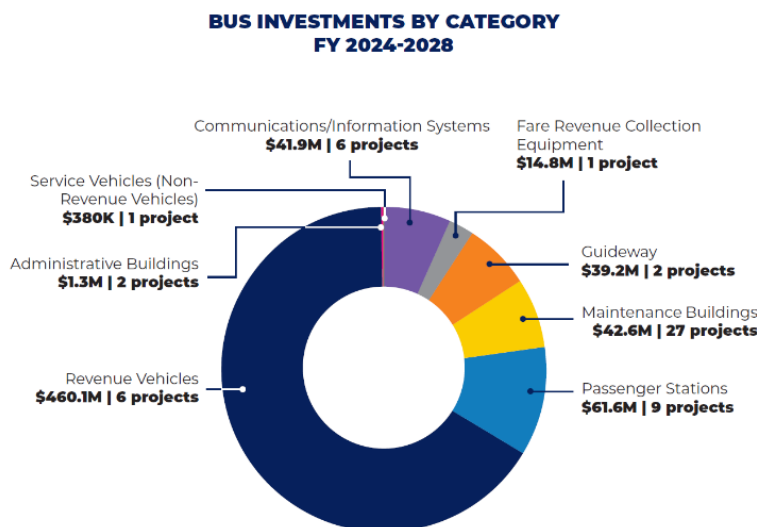
Operating and Maintenance Facilities

DART has two rail operating facilities – Northwest (NWROF) and Central (CROF). The modernization program will include design and construction of facility modifications to support new maintenance requirements of a modern, low-floor vehicle. Other facility improvements may be identified through the State of Good Repair Assessment, related studies, and employee engagement.

Guideway (Trackwork, Signal System and other Systems Elements)

DART plans to unify the light rail signaling systems across all four lines. The project will modify the existing Absolute Block Signaling and Line of Sight signaling systems on the Red and Blue Lines starter system with Automatic Train Protection (with cab signaling) technology to match the functionality on the Orange and Green Lines. Additional digitization of the Orange and Green Line systems may be needed to address obsolescence of existing analog systems. Additional systems elements are included in the CIP, and some new projects may be identified to accommodate changing operational requirements or customer needs.

Bus



For bus, the key elements of the modernization program include vehicles, guideway, passenger stations (amenities) and maintenance facilities.

Vehicles

Procurement of 522 new buses (with options for another 48 buses) is the largest investment related to bus modernization starting in FY 2025. For this next wave of new buses, staff recommends continuing with CNG

buses using renewable natural gas since the Zero Emission Bus Fleet Transition Plan effort determined a one-to-one fleet replacement was not possible with new technology. A \$103 million FTA grant was awarded to support CNG bus replacements. The CIP also includes investments in onboard passenger information systems and farebox replacement.

Passenger Facilities and Amenities

Bus stop amenity replacement and expansion will include the rollout of a next generation bus shelter currently in design and expansion of other updated amenities and real-time information to improve the customer experience on the bus system. The modernization program may also identify opportunities to renovate other bus transit facilities to better service customers and communities, some of which will be done as part of transit-oriented development. Limited SGR funds are programmed for passenger amenities so this will likely be an area where additional capital funding and grant opportunities would be pursued.

Operating and Maintenance Facilities

DART has three main bus operating facilities (South Oak Cliff, East Dallas, and Northwest). The CIP and 20-Year Financial Plan include multiple projects for the facilities along with SGR funding for future projects. The modernization program for bus facilities will be defined based on the State of Good Repair Assessment, Facility HVAC study, Bus Operating Facilities Master Plan (FY 2024), fleet plans, and employee engagement. The Bus Operating Facilities Master Plan will also consider other facilities that support operations including the Jefferson Street non-revenue and Senate Street Mobility Management facilities.

Guideway

Funding is programmed for improvements associated with the Bus Corridor Optimization + Rider Experience (CORE) program in FY 2025 to FY 2027 to support speed, reliability, safety, and access improvements. Funding for some reconstruction along Elm and Commerce Streets is also included.

Commuter Rail

For commuter rail, modernization efforts apply largely to the Trinity Railway Express (TRE) fleet, jointly owned and operated with Trinity Metro. Costs are shared 50/50. Several additional smaller projects related to guideway and facilities are identified in the CIP, and Trinity Metro and DART are both investing in double-tracking more of the corridor.

Vehicles

Fleet replacement and overhaul programs are the most significant investment given the age of the TRE fleet. The recently completed TRE Fleet Replacement Study resulted in recommendations being advanced by the TRE Advisory Committee. DART is currently preparing a grant application under the FTA Rail Vehicle Replacement Program to fund 50% of up to 11 new locomotives to minimize agency costs. Like light rail, TRE will be focused on the state of repair on the existing vehicles until new and overhauled fleet vehicles are available given parts obsolescence and reliability issues.

Related investments in Positive Train Control (PTC) and other Intelligent Transportation Systems (ITS) infrastructure have been identified to support reliable and safe service.

Resiliency, Efficiency and Sustainability

As DART modernizes its system and considers the operability, adaptability, and maintainability of its system over the next 40 years, we must also consider how to ensure the system and its facilities are resilient to extreme weather events, designed differently to extend life, and designed to minimize water use or energy costs. This could include upgrades or modifications to the traction electrification system, signaling system, communications systems, right-of-way, vehicles, track, and bus and rail facilities. DART recently applied for a Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) grant that

would fund 100% of a vulnerability assessment and resiliency plan that can help to identify the most critical issues to support investment decisions while positioning DART for future grant opportunities.

Other Projects and Tasks

Additional efforts over the next two years will inform program development and design work including:

- Updating DART LRT design criteria, standard drawings, and specifications.
- Developing DART Commuter Rail design criteria, standard drawings, and specifications.
- Customer experience and journey mapping to include improvements to passenger information, wayfinding signage, passenger amenities and first and last mile connections. The improved understanding of the customer journey and customer expectations will also help inform the design and delivery of the program.
- Internal and external customer and community engagement throughout the program.

SYSTEM MODERNIZATION SCHEDULE AND PROCUREMENT PLAN

Below is a high-level overview of the system modernization schedule and procurement plan. The schedule and procurement plan will be updated with input from the PMC to ensure that projects are phased in to maximize current assets, integration with each other and into the legacy systems to minimize impact to customers and operations. The Board will be regularly briefed on program progress and schedule.

In addition to the PMC, DART will also need to procure designers, contractors, and vehicle manufacturers to support the effort. To maximize efficiency in project delivery on some projects within the System Modernization Program, DART will utilize on-call construction and design contracts including the current Professional Services Pool (PSP).

December 2023	Board Consideration of PMC Contract(s) Board Consideration of Additional Contract Authority for PSP (Phase II Signalization Design)
January/February 2024	Board Consideration of Major On-Call Construction Contract(s)
Spring 2024	System Modernization Industry Forum
July 2024	Board Consideration of On-Call Professional Services Contract(s)
Late 2024/Early 2025	Board Consideration of Bus and Rail Vehicle Contracts Board Consideration of Station and Facility Construction Contracts

If you have any questions regarding this information, please contact Nadine Lee by email at nlee@DART.org.


Dee Leggett
Executive Vice President/Chief Development Officer
Development Department

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

Approval of Contract for System Modernization Program Management Consultant

WHEREAS, on July 11, 2023, DART staff briefed the Committee-of-the-Whole (COTW) on the proposed approach to bring on a Program Management Consultant (PMC) to assist with management and oversight of a System Modernization Program; and

WHEREAS, on November 10, 2023, a memo to the Board was sent to provide a comprehensive overview of the System Modernization Program in advance of upcoming Board items related to the program; and

WHEREAS, on November 14, 2023, DART staff briefed the COTW on the program and PMC solicitation process; and

WHEREAS, DART is currently considering two contracts to allow for continuity of System Modernization PMC services throughout the vehicle procurement and system modernization project and activities; and

WHEREAS, the PMCs will support the system modernization efforts including revenue vehicles, station and passenger amenities, rail and bus operating facilities, signal systems, resiliency, and support system element needs that might be identified through the Capital Improvement Program effort; and

WHEREAS, design and construction contracts for facilities, stations, and systems will be procured separately; vehicle delivery contracts will be procured separately; and work will be assigned through annual work plans and task order-based methodology; and

WHEREAS, a competitive sealed proposal procurement was conducted in accordance with the DART Procurement regulations; and

WHEREAS, each contract will be a five-year contract, with one, five-year option with indefinite delivery/indefinite quantity (ID/IQ) type contract with fixed price task orders and will be determined to be fair and reasonable on a task order basis; and

WHEREAS, funding for these contracts is included in various capital and non-operating budgets.

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:

- Section 1: Establish a contract reserve for two System Modernization Program Management Consultant services contracts in an amount not to exceed \$90,651,775, plus a contingency of \$10,072,419 for a total authorized amount not to exceed \$100,724,194.
- Section 2: Award a five-year base contract to HNTB/KAI/Carcon Joint Venture (HKC JV) to be funded on a task order basis.
- Section 3: Award a five-year base contract to Hatch/STV/IEA/VRX Joint Venture (NTx Transit Partners) to be funded on a task order basis.

Approval of Contract for System Modernization Program Management Consultant

/s/ Dee Leggett

Prepared by:

Dee Leggett
Executive Vice President
Chief Development Officer

/s/ Gene Gamez

Approved as to form:

Gene Gamez
General Counsel

/s/ Nadine S. Lee

Approved by:

Nadine S. Lee
President & Chief Executive Officer



Agenda Report

Committee-of-the-Whole
Board Meeting

Attachment: 1. Location Maps	Voting Requirements: Majority
---	--

DATE: December 12, 2023

SUBJECT: Approval to Establish Just Compensation and Authorize the Acquisition of Property Located at 8010 University Hills Blvd., in the City of Dallas, Texas

RECOMMENDATION

Approval of a resolution: 1) establishing just compensation and authorizing the acquisition of property located at 8010 University Hills Blvd., Dallas, Texas; and 2) authorizing the President & Chief Executive Officer or her designee to execute all necessary legal instruments and to pay any necessary costs, including title policy expenses, closing costs, and other such costs as may be required by law to close the purchase of 8010 University Hills Blvd.

FINANCIAL CONSIDERATIONS

- This real estate acquisition is being funded with revenues generated from the sale of surplus DART properties.
- Sufficient funding for this real estate acquisition is included in the Capital and Non-Operating line item of the FY 2023 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- Acquisition of the subject property, illustrated in Attachment 1 and fully described in Exhibit 1 of the resolution, enables DART to preserve the long-term opportunity for a potential future extension of the Blue Line to the south, beyond the UNT Dallas Station.
- On August 25, 2015 (Resolution No. 150080), the Board authorized the acquisition of several parcels in connection with construction of the Blue Line, including 8010 University Hills Blvd; however, the property owner at that time was unwilling to sell.
- The property located at 8010 University Hills was subsequently conveyed to a new owner, who recently approached DART regarding sale of the property.
- Approval of this real estate transaction will help achieve Board Strategic Priority 5: Enhance DART’s role as a recognized local, regional, and national transportation leader.
- This action contributes to DART's commitment to reliability by facilitating the acquisition of property required to maintain a future long-term opportunity to extend the Blue Line further south when necessary to accommodate future growth.
- The Board has been provided a confidential packet under separate cover outlining the details of the proposed transaction.

- Deliberation of a possible purchase or value of the identified parcel of land in an open meeting would have a detrimental effect on the position of DART's negotiations with third parties.

APPRAISAL INFORMATION




- An appraisal has been prepared by a Texas State Certified Real Estate Appraiser and reviewed by a Texas State Certified Real Estate Appraiser.

LEGAL CONSIDERATIONS

- Section 452.054 of the Texas Transportation Code grants Dallas Area Rapid Transit (DART) authority to acquire real property.



Legend

-  DART Blue Line
-  DART Owned Property
-  Property to be Acquired
8010 University Hills Blvd.

DALLAS AREA RAPID TRANSIT

Approval to Establish Just Compensation and Authorize
the Acquisition of Property Located at 8010 University Hills Blvd, in
the City of Dallas, Texas



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

Approval to Establish Just Compensation and Authorize the Acquisition of Property Located at 8010 University Hills Blvd., in the City of Dallas, Texas

WHEREAS, Dallas Area Rapid Transit (DART) was created to provide a regional public transportation system, and the acquisition of real property and the planning, design, engineering, and construction of improvements thereon are functions fundamental to the provision of a public transportation system; and

WHEREAS, the property described in Exhibit 1 is required to preserve the long-term opportunity for a potential extension of the Blue Line to the south, beyond the UNT Dallas Station; and

WHEREAS, after careful review of this property and the recommendation of the President & Chief Executive Officer, the Board desires to approve the offer of just compensation for this property, and to authorize the President & Chief Executive Officer or her designee to proceed with the negotiation and purchase of this property; and

WHEREAS, funding for this real estate acquisition is within current Budget and FY 2023 Twenty-Year Financial Plan allocations.

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

Section 1: This property is necessary for the potential future extension of the Blue Line and for any other use authorized by Chapter 452 of the Texas Transportation Code, and such use is hereby declared to be a public use for a public purpose. The amount to be paid represents just compensation for this property as determined by a Texas State Certified Real Estate Appraiser and reviewed by a Texas State Certified Real Estate Appraiser.

Section 2: In the event the property owner accepts the payment of just compensation, the President & Chief Executive Officer or her designee is hereby authorized to execute all necessary legal instruments and to pay any necessary relocation expenses, title policy expenses, closing costs, and other such costs as may be required by law to close the purchase of the property. Should the property owner decline the payment of just compensation, then the President & Chief Executive Officer or her designee is hereby authorized and directed to negotiate the purchase of such parcel in accordance with DART's Real Estate Policy.

**Approval to Establish Just Compensation and Authorize the Acquisition of Property Located at
8010 University Hills Blvd., in the City of Dallas, Texas**

/s/ Dee Leggett

Prepared by:

Dee Leggett
Executive Vice President
Chief Development Officer

/s/ Gene Gamez

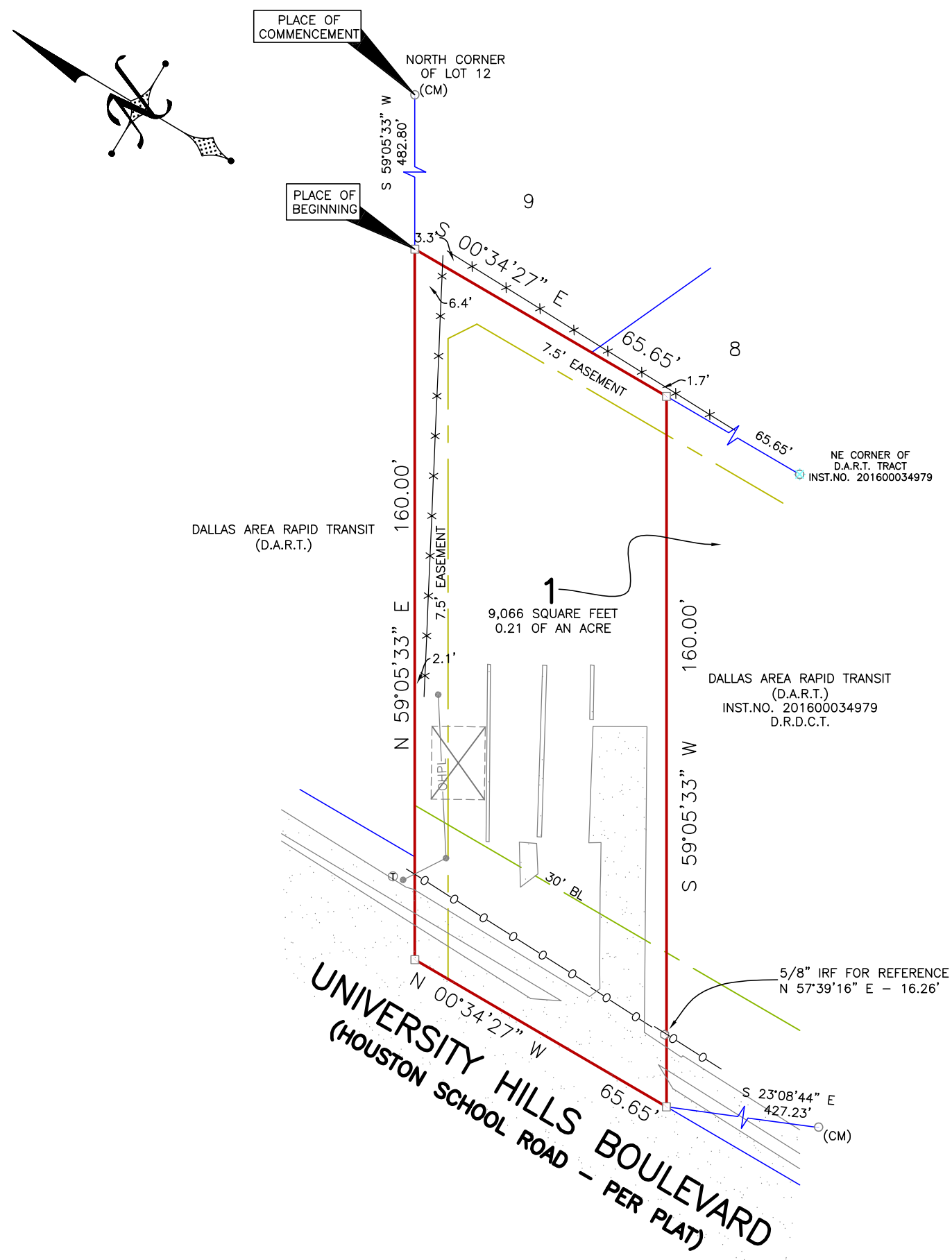
Approved as to form:

Gene Gamez
General Counsel

Approved by:

/s/ Nadine S. Lee

Nadine S. Lee
President & Chief Executive Officer



1529 E I-30, STE. 103
GARLAND, TEXAS 75043

SURVEY PLAT



FIRM REGISTRATION NO. 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 8010 UNIVERSITY HILLS BOULEVARD, in the city of DALLAS Texas.

BEING a part of Lot 1, Block 2/7606, Oak Cliff Plantations, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 17, Page 185, Map Records, Dallas County, Texas (M.R.D.C.T.), being a tract of land described in deed to A Better Place, LLC., recorded under Instrument No. 202200146962, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

COMMENCING from a 1/2 inch iron rod found for corner in the Southeast line of a tract of land dedicated to D.A.R.T. (Dallas Area Rapid Transit), at the North corner of Lot 12 of said Block 2/7606;

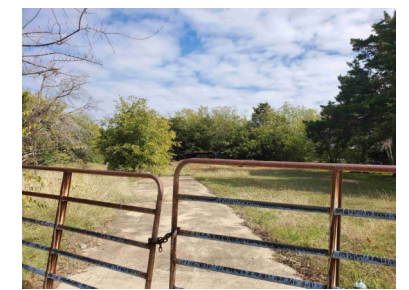
THENCE South 59 deg. 05 min. 33 sec. West, a distance of 482.80 feet to a point for corner at the West corner of Lot 9 of said Block 2/7606, being the North corner of said Lot 1, being the North corner of said A Better Place, LLC tract, and being the PLACE OF BEGINNING;

THENCE South 00 deg. 34 min. 27 sec. East, a distance of 65.65 feet to a point for corner in the West line of Lot 8 of said Block 2/7606, at the North corner of a tract of land described in deed to D.A.R.T. (Dallas Area Rapid Transit), recorded under Instrument No. 201600034979 (D.R.D.C.T.);

THENCE South 59 deg. 05 min. 33 sec. West, passing at a distance of 160.00 feet to a point for corner in University Hills Boulevard, at the West corner of said D.A.R.T. tract (Inst. No. 201600034979);

THENCE North 00 deg. 34 min. 27 sec. West, a distance of 65.65 feet to a point for corner;

THENCE North 59 deg. 05 min. 33 sec. East, a distance of 160.00 feet to the PLACE OF BEGINNING and containing 9,066 square feet or 0.21 of an acre of land.



CM'S SHOWN HEREON ARE BASIS FOR DIRECTIONAL CONTROL

THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE.

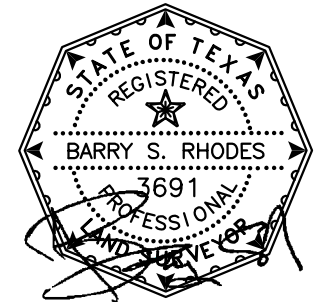
The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY N/A

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 30'
Date: 11-28-2022
G. F. No.: N/A
Job no.: 202212360
Drawn by: BM

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR SABRINA PETROFF

LEGEND	
WOOD FENCE	TEXT
CHAIN LINK	IMPROVEMENTS
IRON FENCE	BOUNDARY LINE
WIRE FENCE	EASEMENT SETBACK
CM	RESIDENCE
MRD	MONUMENTS OF RECORD DIGNITY
1/2" IRON ROD FOUND	
3/8" IRON ROD FOUND	
5/8" IRON ROD FOUND	
FENCE POST FOUND	
CABLE	ELECTRIC
CLEAN OUT	POOL EQUIP
GAS METER	POWER POLE
FIRE HYDRANT	TELEPHONE
LIGHT POLE	WATER METER
MANHOLE	WATER VALVE
(UNLESS OTHERWISE NOTED)	





Agenda Report

Committee-of-the-Whole ☒

DATE: December 12, 2023

SUBJECT: Briefing on Comprehensive Fare Study Status Update

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- This briefing will assist DART in achieving Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; and Strategic Priority 3: Innovate to enhance mobility options, business processes and funding.
- This briefing will contribute to DART's commitment to reliability by offering more equitable and quality service to all communities through a range of modes and payment options.
- On October 25, 2022 (Resolution No. 220145), the DART Board approved a contract with AECOM to perform a comprehensive review and analysis of DART's fare policy and structure using innovative approaches with strong commitment to community engagement and equity considerations that align with the agency's future vision and the industry's best practices.
- The Notice to Proceed was issued on November 9, 2022; the project had the kickoff meeting on November 17, 2022; and the Project Advisory Committee has met monthly since then. DART has been working with the consultant team and Project Advisory Committee to advance the project.
- Staff is committed to keep the DART Board informed as the project progresses. Staff has provided four briefings to the Board in January, March, June, and October 2023.
- The January 2023 Board briefing described the project management approach, highlighted existing conditions of DART fares, demonstrated peer agency review candidates, and presented the outreach plan.
- The March 2023 Board briefing focused on internal outreach key takeaways on revenue and farebox recovery, fare structure simplification, fare collection, fare equity, special programs, and customer experience; updated the status of peer agency review; and showcased the conceptual evaluation methodology based on key project goals and evaluation metrics.
- The June 2023 Board briefing demonstrated what was learned from the extensive outreach, as well as presented initial alternative fare scenario development based on outreach and Project Advisory Committee feedback.

- The October 2023 Board briefing focused on four fare alternatives ranging from incrementally reducing to increasing fares, as well as their associated assessment based on project goals and performance measures.
- Staff has provided a series of follow-up memoranda as well as shared the task deliverables with the Board as the project has progressed.
- The December 2023 Board briefing will review the research and recommendation on the fare special topics related to bulk sale programs, cash paying rider experience, veteran discounted fare, regional fare policy, distance-based fare, and premium fare.
- The plan is to finalize recommended fare alternatives in January 2024 and move through the formal fare proposal process in the months that follow.



Agenda Report

Committee-of-the-Whole ☒

DATE: December 12, 2023

SUBJECT: Briefing on the Status of Transit Oriented Development Projects and Partnerships at Mockingbird Station, Carrollton, Garland, Dallas, Richardson and Addison

RECOMMENDATION

This item is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- Over the past four years several Transit Oriented Development (TOD) projects and proposals incorporating the transformation of DART-owned property have been advanced by DART in partnership with developers and service area cities. These projects have taken different forms; in the first case, the implementation of Master Development Agreements (MDA) for the Mockingbird Station TOD and the Trinity Mills Station TOD; secondly, Interlocal Agreements (ILAs) with the town Addison and City of Richardson; and lastly, developing TOD preliminary partnerships through Memorandums of Understanding (MOUs) with the Cities of Garland and Dallas, which will ultimately lead to Interlocal Agreements (ILAs) to implement lease agreements.
- Many of the TOD agreements initiated prior to or during the Covid-19 Pandemic have required amendments to extend deadlines due to various factors causing delays in the initial schedules. Fortunately, no additional Pandemic-related extensions are anticipated.
- The Committee will be given an update on the status of DART's TOD projects involving: MDAs with Trammell Crow (Mockingbird Station) and the City of Carrollton and Integral Urban, LLC (Trinity Mills Station); ILAs with Addison (Addison Transit Center) and Richardson (Arapaho Station); and MOUs with the City of Dallas (Royal Lane, Hampton, Westmoreland, Buckner, Lake June, and 8th & Corinth) and the City of Garland (Lake Ray Hubbard Transit Center, South Garland Transit Center).
- This briefing item will help achieve Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; and Strategic Priority 3: Innovate to enhance mobility options, business processes and funding.
- This briefing contributes to DART's commitment to reliability, security, and cleanliness through planning for more efficient transit facilities integrated into walkable, active, mixed-use environments.
- Section 4.2 of DART Board Policy IV.03, Transit Oriented Development Policy states, "DART seeks to coordinate the development of livable communities at or around DART transit facilities with other governmental and communities in the DART service area early on in the development process to enhance multi-modal access to and from DART stops and stations and ensure appropriate transit supportive uses."



Agenda Report

Committee-of-the-Whole ☒

DATE: December 12, 2023

SUBJECT: Briefing on Silver Line Claims and Cost Impacts

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- The Board has been briefed at the Committee-of-the-Whole meetings for the past several months on the status of the claims, notice of demands prior to filing suit and cost impacts to the Silver Line Project.
- On December 12, 2023, the Committee will be briefed on contract claims, real estate parcel acquisition settlement discussions, notice of demands prior to filing suit and negotiations related to the Silver Line Project.
- This briefing will help achieve Board Strategic Priority 2: Provide stewardship of the transit system, agency assets, and financial obligations; and Strategic Priority 5: Enhance DART's role as a recognized local, regional, and national transportation leader.
- This briefing contributes to DART's commitment to reliability by advancing the Silver Line Regional Rail Corridor Project.