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## **MP-2 O&M MANAGEMENT AND ADMINISTRATION**

### **MP-2.1 INTRODUCTION**

The Core Systems Contractor shall provide all required personnel, supplies, and materials necessary to perform, and shall perform the management and administration of the operations and maintenance of the System. The City will provide, through third party contract or self-performance the facilities operations and maintenance, including guideway structure, stations, landscaping, , and bathrooms. The City will provide revenue collection/refill services and System security, except at the MSF and at rooms/buildings housing System equipment (e.g., TPSSs), where the Core Systems Contractor will provide security for the site and related facilities. The Core Systems Contractor shall coordinate and manage the interfaces with the City-operating and maintenance staff.

The Core Systems Contractor shall assign qualified and experienced people for the following Core Systems key positions:

- A. General Manager
- B. Train Operations Manager
- C. Vehicle Maintenance Manager
- D. Maintenance Manager(s)
- E. Safety and Security Manager
- F. Training Certification and Quality Manager

The minimum level of experience for the General Manager shall be at least five (5) years in an equivalent position. Each other person in a key staff position shall have at least three (3) years of experience in an equivalent position. The key staff shall be directly employed by the Core Systems Contractor. The General Manager is responsible for overseeing and directing the operations and maintenance services as well as all other administrative services of the System.

Although it is expected that technical specialists outside of Hawai'i will be needed, the City prefers that as many personnel as possible come from the local work force and that the Core Systems Contractor establish an active training program to meet this objective. All personnel shall have sufficient skill, experience, and current certifications to perform the work assigned to them. Any employee who is determined by the City to be intemperate, incompetent, a threat to the safety of persons or the System, or who fails or refuses to perform the O&M work in a manner acceptable to the City, shall be promptly removed by the Core Systems Contractor and shall not be re-employed on the System.

### **MP-2.2 OFFICES AND EQUIPMENT FURNISHED TO THE CITY**

The Core Systems Contractor shall provide for the City's use, two offices within the MSF. These offices shall be equipped with desks, a conference table, chairs, bookshelves, filing cabinets, and equipment of the same quality and design as for the Core Systems Contractor's offices. Equipment shall include, but not be limited to, one telephone per office, System hand-held portable radios and charger units, a copy machine, a fax machine, and one set of video recording and playing equipment. The Core Systems Contractor shall provide Local Area Network (LAN) connections with not less than fractional T1-speed (384 kbps) Internet access. All such

equipment and furnishings shall be new when the MSF is completed and shall be included in the O&M Work; no separate payment will be made for same by the City. Such equipment and furnishings shall be updated or replaced on the same schedule as similar items for Core Systems Contractor staff.

### **MP-2.3 STAFFING**

The Core Systems Contractor shall submit a Staffing Plan as part of the Operations and Maintenance Management Plan. The following staffing related requirements shall be met in addition to the Staffing Plan:

- A. Staffing schedules shall show the number and category of employees that are proposed to be on duty to carry out functions and specific O&M Work on a daily, weekly and monthly basis. Staffing plans shall reflect the incremental operating sections starting with the East Kapolei to Leeward Community College Station section.
- B. The Core Systems Contractor shall staff all posts in accordance with the Operations and Maintenance Management Plan. Failure to do so may, at the sole discretion of the City, result in a deduction from the O&M payment to the Core Systems Contractor.
- C. The City reserves the right to require the Core Systems Contractor to provide additional staff, in which case the additional staff shall be subject to the review and approval of the City. The City shall make such adjustment to the Contract compensation as may be appropriate in each case pursuant to the Change provisions.
- D. The Core Systems Contractor may propose modifications to the Staffing Plan to the City. Such modifications shall be fully justified and include any changes in staff costs. Upon acceptance of the City, such a modified Staffing Plan will be included in the new baseline for O&M payments.
- E. Six (6) months prior to the expiration of the term of the Core Systems Contract, the Core Systems Contractor shall submit an organization chart to the City that reflects the then current staffing levels. The Core Systems Contractor shall not decrease the staffing level shown in the organization chart within this six month period without the prior written approval of the City.
- F. Station post hours shall be continuous and shall include only that time which an employee is at the designated position. Post hours do not include roll call, transportation to or from the roll call location, meal breaks, rest breaks, or any other time off post.
- G. All employees must report in at the onset of each tour and report out at its completion. Written documentation of the reporting activities must be made available to the City within twenty-four (24) hours after the close of the business day.
- H. When required, all trains shall be staffed with driver-certified Train Attendants, not with non-certified personnel.
- I. Under special circumstances such as severe weather, security alerts, or special events, the City may direct additional staff hours or positions beyond the hours and positions defined in the Staffing Plan. If so ordered, the Core Systems Contractor shall fill those positions as directed and the Core Systems Contractor shall be compensated for any

additional costs resulting there from in accordance with the Change provisions of the Contract.

#### **MP-2.4 TRAINING OF O&M PERSONNEL**

The Core Systems Contractor shall employ and train all of its personnel required for the performance of the O&M Work in accordance with the City-accepted Training Plan. In addition to the training of the initial personnel staff, the Core Systems Contractor shall train replacement personnel in accordance with the City-accepted Staffing Plan, Operations Plan, and Maintenance Plan to meet staffing requirements.

The Core Systems Contractor shall place in effect a testing program whereby personnel within a specific job classification or with specific duties are tested initially, and then periodically, for proficiency within that job classification and/or those duties. All personnel test scores shall be made available to the City upon request and entered in the employee's permanent employment file.

The Core Systems Contractor shall conduct periodic reviews of the complexity and types of equipment, and system characteristics and performance to determine the content and frequency of Core Systems O&M staff re-qualification.

#### **MP-2.5 MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS)**

The Core Systems Contractor shall provide, use, and update the MMIS. The MMIS shall address all human resource requirements, management and the control of purchasing and fixed assets and inventory control. The MMIS also shall provide a means to track orders and shipments prior to receipt. The Core Systems Contractor shall use the MMIS to maintain up-to-date records of all maintenance and to manage the maintenance of the System. The MMIS shall be used in and track the status of employee training.

The City shall be provided read-only access to the MMIS during the O&M Work. The MMIS and all instructions, manuals, and databases shall be turned over to the City immediately upon completion or termination of the O&M Work. The Core Systems Contractor shall train designated City-staff in the use of the MMIS prior to such turn over.

#### **MP-2.6 INVENTORY CONTROL**

The Core Systems Contractor shall provide all aspects of inventory control and all activities required to maintain an adequate supply of materials, supplies, and equipment to operate and maintain the System. This shall include such functions as purchasing and disbursement, expediting, receiving, cataloguing, storage, and requisition control. The Core Systems Contractor shall maintain computerized inventory records in the MMIS that include equipment, parts, supplies, materials, and consumables listings, sources, prices, required quantities, and reorder points. The Core Systems Contractor's MMIS shall be compatible with the City's Asset Management System, IBM Maximo Asset Management, Version 7.1.

The System Maintenance Plan shall require the Core Systems Contractor to monitor the use of spare parts and consumable items in conjunction with its reliability and maintainability programs, and to maintain an adequate supply of replacements on-hand at all times. Whenever an item of spare parts or consumables is used in the performance of the O&M Work, such item shall be repaired or replaced as part of the Work, and the repaired or replaced item shall be placed in inventory. The Core Systems Contractor shall manage the inventory on a first-in-first-out basis, such that the oldest items in inventory are used first. No items shall be retained in inventory that

have exceeded their specified shelf life. All spare parts and expendables shall have the same configuration or modification status as the comparable items in active service.

Spare parts and consumables shall be kept only at the MSF or other location(s) approved by the City.

The Core Systems Contractor shall adjust the required inventory of spare parts and consumables, based on the experience gained during System operation and maintenance, to maintain the required System Service Availability.

The Core Systems Contractor shall provide the City a complete List of Inventory Items, which shall be updated annually. The List of Inventory Items shall encompass all spare parts and consumables in inventory, categorized by subsystem, assembly or component, and listed with the product or part name, model or part number, source, manufacturer, current price, and quantity on-hand. The list shall be arranged by assemblies and subassemblies corresponding to the expanded assembly drawings, pictorials, and assembly instructions in the maintenance manuals.

The Core Systems Contractor shall maintain an inventory of spare parts and consumables at the level specified for initial provisioning and shall, upon completion of the O&M Work, furnish to the City a complete inventory of spare parts and consumables at the initial provisioning level or such revised provisioning level as may be approved by the City.

In performing the required maintenance activities the Core Systems Contractor shall plan, procure, and stock an inventory of replacement expendable parts and spare equipment for the System. "Expendable Parts" are those items which are consumed in service and are not repaired, but are replaced with new items; e.g. belts, brake shoes, collector shoes. "Spare Equipment" is extra equipment which is rotated into the fleet to allow worn equipment to be removed and repaired or rebuilt (e.g., electrical motors, compressors, electronic modules).

#### **MP-2.7 MANAGEMENT REPORTS AND RECORDS**

During the O&M Period, Monthly Management Reports recording the performance of the System shall be prepared by the Core Systems Contractor and submitted to the City. The Core Systems Contractor shall keep and update detailed operation and maintenance records and inventory data to permit the City to ascertain the Core Systems Contractor's compliance with the requirements of the Core Systems Contract, and shall furnish copies of such documents to the City as required and requested. All such reports and records shall be in accordance with the most recent City-accepted versions of the Operations and Maintenance Plans and Manuals, or as otherwise reasonably required by the City.

The operations and maintenance records shall include a daily summary of all interruptions to normal service explaining the duration and cause of such interruptions. The procedures and forms for such record keeping shall be accepted by the City and shall be maintained and stored throughout the O&M Period by the Core Systems Contractor. All records and data, and management information systems used to develop and maintain them, shall be the property of the City.

The Core Systems Contractor shall collect data, System equipment reliability, including outages, perform all calculations, and issue the results in its Monthly Management Report. The Core Systems Contractor shall review all failure incident reports to ensure that all pertinent failures are included in the monthly data as well as determine if there are systematic problems with critical equipment or systems.

All such documents shall be dated and signed by appropriate Core Systems Contractor personnel. All correspondence shall be serialized in accordance with the City-accepted Operations and Maintenance Management Plan. The Monthly Management Reports shall be submitted to the City with the monthly invoice. At a minimum these Reports shall include the following:

- A. A summary of the month's activities, highlighting any special or unusual events and incidents and accidents.
- B. A summary of Operating System Service Availability in accordance with and providing information required in TP-3.
- C. Operating statistics, including but not limited to:
  - 1. All system service availability date;
  - 2. Schedule of services: headways, capacities and hours of peak, off-peak, and night operations;
  - 3. Vehicle-miles and vehicle-hours operated; and
  - 4. Passengers carried, as reported by the fare collection equipment.
- D. A System Assurance Monitoring Report in accordance with the System Assurance Monitoring Plan required in TP-3.
- E. A Configuration Management and Control Report including information from the MMIS as required in TP-3.
- F. Summaries of maintenance activities.
- G. Compliance with all applicable non-discrimination, prevailing wage and similar requirements.
- H. Other information required by the City.

#### **MP-2.8 O&M CONTRACT PERFORMANCE**

The Core Systems Contractor shall perform all its obligations and functions under the O&M provisions of the Core Systems Contract in a professional and businesslike manner.

- A. Coordination of Activities – The Core Systems Contractor shall coordinate its activities with the City and other involved public agencies, and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the System patrons, other members of the public, or the City or those agencies in the performance of their responsibilities.
- B. Employee Conduct, Appearance, and Uniforms – The appearance of the Core Systems Contractor's employees shall be clean and neat and their conduct courteous and consistent with the highest standards. The Core Systems Contractor shall furnish each employee with appropriate uniforms and personal protective equipment. The Core Systems Contractor shall require each employee while on duty to wear appropriate uniforms and protective equipment. Such uniforms shall be as approved by the City. The uniform shall include shirt, pants, belt, safety shoes, and appropriate seasonal and safety clothing. The uniforms shall have clearly displayed identification thereon,

including a System logo and the employee's name. Any logo on the uniform shall be as approved by the City.

- C. Prohibition of Gratuities – The Core Systems Contractor shall instruct its personnel for ensuring that no gratuities shall be solicited or accepted for any reason whatsoever from the passengers, tenants, customers, or other persons using the System.
- D. Lost Articles – The Core Systems Contractor shall be responsible for ensuring that all articles found by its employees are turned in to the City's agent in charge of such articles.
- E. Compliance with Laws, Ordinances, Rules, Regulations, and Other Requirements.
- F. The Core Systems Contractor shall not do or keep anything on the System which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard or create a nuisance, or in any way obstruct or interfere with the rights of the City or the citizens thereof, except as reasonably required in the performance of its obligations and functions hereunder.
- G. The Core Systems Contractor shall not use or allow the System to be used for any unlawful or objectionable purposes.
- H. The Core Systems Contractor shall not place any excessive loads upon the MSF or station floors, walls, ceilings, or on the Guideway, that could endanger the structures.
- I. The Core Systems Contractor shall not obstruct the sidewalks, passageways, stairways, or roads in front of, within, or adjacent to the System, except as reasonably required in the performance of its obligations and functions hereunder.
- J. Any violation of the provisions in this subsection may be deemed by the City to be a default under this Core Systems Contract and shall entitle the City to all remedies created herein or provided by law.
- K. Ongoing Safety and Security Programs – The Core Systems Contractor shall implement and maintain on-going safety and security programs, and provide further development if needed; including the records thereof, in accordance with the City-accepted System Safety Program Plan and System Security Program Plan and related documents.
- L. Tools and Equipment – The Core Systems Contractor shall keep all of the City's tools and equipment utilized in the performance of the O&M Work inventoried, in good and safe condition, and in working order. Equipment shall be of the same type and current configuration as used on the System. Tools shall be kept in current configuration and calibration. Obsolete equipment shall be replaced at the Core Systems Contractor's expense.
- M. Searches and Inspections of Employees – Pursuant to the requirement imposed by the City, the FTA or other agency with jurisdiction, the Core Systems Contractor hereby consents to reasonable searches and/or inspections of its employees, its employee's bags, and its employees' lockers. The Core Systems Contractor hereby warrants to the

City that it will require its employees' written consent to the above searches as part of the employment process.

- N. Citizenship – The Core Systems Contractor shall require all prospective employees to show proof of United States citizenship or proof from the United States Immigration Authority that they have entry and work permits and are legal aliens.
- O. Contractor Transportation Activities – All transportation activities of the Core Systems Contractor or its subcontractors necessary to perform the O&M Work shall be provided by the Core Systems Contractor. The Core Systems Contractor or its subcontractors shall provide all necessary road vehicles, including a lift-equipped van for transporting wheelchair customers when station vertical circulation equipment is out of service. All of these road vehicles shall be clearly marked with identification indicating the Core Systems Contractor's name and City-approved System logo. Such identification must be placed on both sides of each vehicle. All vehicles shall be identified to and authorized by the City.

### **MP-2.9 SYSTEM DESIGN AND CONFIGURATION**

The Core Systems Contractor shall maintain the System in the same design and configuration as it was accepted by the City in the commencement of the O&M Period plus any City-accepted changes. Any change to the System design and configuration shall require submission of the requested change, including design review data and drawings, to the City for its review and acceptance. No change to the System design and configuration shall be made by the Core Systems Contractor without prior written approval of the City.

### **MP-2.10 DRAWINGS AND DOCUMENTS**

The Core Systems Contractor shall continuously update all Record Documents, System Operations Plan and Operating Manuals, Maintenance Plan and Manuals, Operations & Maintenance Management Plan, SSPP, SSecPP, and the Rule Book as any changes or improvements are implemented, including updating of the copies maintained by the City.

The Core Systems Contractor shall maintain a complete set of the Record Documents on file at the City's administration office in the MSF.

The Core Systems Contractor shall implement a formal document control system, in accordance with the City-accepted Operations & Maintenance Management Plan to ensure that all manuals, plans, and procedures are kept up to date and are correctly and properly revised.

### **MP-2.11 UPGRADES AND EXPANSION WORK**

This section provides requirements and procedures related to the:

- A. Testing and acceptance of equipment upgrades to the System equipment that are introduced by the Core Systems Contractor during the O&M Work.
- B. Accommodation by the Core Systems Contractor of Work related to the expansion of the System.
  - 1. Enhancements – From time to time during the Work, the Core Systems Contractor or other parties may develop enhancements to the Operating System. The Core Systems Contractor agrees to provide all information regarding such enhancements

throughout the O&M Period, and shall provide such enhancements to the City at its request. The Core Systems Contractor shall obtain the City's written approval prior to performing any work on enhancements.

2. The supply, installation and implementation of enhancements of equipment shall constitute "Extra Work" and shall be compensated in accordance with the Contract, as described in Sections SP-5.3 and SP-6.24. Installation and implementation includes; installation; testing as required; training; associated modification, upgrade and replacement of equipment and hardware; and operational and maintenance changes.
3. Software Enhancements – The Core Systems Contractor shall offer to the City and shall make available to the City, at the City's election, all enhancements of software used in the Core Systems that are developed by the Core Systems Contractor, its affiliates or subcontractors, at no additional cost. The Core Systems Contractor shall make available to the City all enhancements of software proved by third parties to the Core Systems Contractor at their cost, including a reasonable mark-up, or at no cost if the enhancements are to correct errors or are provided to the Core Systems Contractor for no cost. The reasonable cost of installation and implementation of any such software enhancements shall be compensated as Extra Work in accordance with the Contract, as described in Sections SP-5.3 and SP-6.24.
4. Enhancement Installation – In no event shall the System be considered a test site for new or enhanced software or equipment during passenger service periods. The Core Systems Contractor may run parallel systems for purposes of testing new equipment and materials, but all software and equipment enhancements must be fully tested and debugged prior to installation on the System. During non-passenger service periods, the Core Systems Contractor may test new software or equipment on the System provided the test follows a City approved test procedure and the System is returned to the previous safety certified configuration and pre-passenger service test are successfully performed.
5. Technical Review Panel – The City and the Core Systems Contractor shall establish a panel to review technological developments at least once per year and determine whether they are required to be provided by the Core Systems Contractor hereunder. Either party may call for a meeting of the panel at any time. The City and the Core Systems Contractor shall each appoint a three-person team to the panel. Each team shall include at least one financial and one technical representative. Each team shall bear its own expenses. In the event the panel is unable to agree upon required enhancements, the matter shall be resolved in accordance with the procedures set forth in SP-7.
6. Design and Construction Work – Unless otherwise agreed in writing by both parties, the Core Systems Contractor shall perform any design or construction work required under this Contract, including Extra Work, in compliance with the applicable terms and conditions of the Contract and related documents, including requirements relating to scheduling permits and other Governmental approvals, quality assurance, and inspection and testing.
7. Qualification and Acceptance Testing of Product Upgrades – System modifications and upgrades (e.g., components / equipment, software, etc.) shall be subjected to Qualification and Acceptance Test(s) to verify quality, safety, successful start-up, robustness, and proper performance and functionality in an operational

environment, including compatibility with other System equipment. The City shall have the right to observe any such testing. To avoid undue impacts on System passengers, these acceptance tests shall be conducted during off-peak or night hours, as agreed upon by the City.

8. The Core Systems Contractor shall prepare Verification Testing and Acceptance (VTA) procedures in accordance with the requirements of the Contract and submit them to the City for review and acceptance before conducting a test of an upgrade or other significant change to the System.

The following are necessary parts of any Acceptance Test:

8.1	The CORE SYSTEMS CONTRACTOR shall successfully operate the new equipment for thirty (30) consecutive days as a part of the Acceptance Test(s).						
8.2	Tests, developed and performed by the CORE SYSTEMS CONTRACTOR, shall determine whether the equipment is fully operational and performing in accordance with the product representations contained in the City-approved Core Systems DBOM Contract and description and those made by the manufacturers of the equipment. The City at its sole option and expense, may perform additional acceptance testing to verify the equipment is installed correctly and functioning in accordance with the terms of the Core System Contract, however, the City shall be reimbursed for its expenses within thirty (30) days of request therefore in the event that City's additional acceptance testing reveals that the CORE SYSTEMS CONTRACTOR's test procedures have produced inaccurate results. In the event the City conducts tests, the CORE SYSTEMS CONTRACTOR will be given advanced written notification and will be afforded the opportunity to witness and observe the City's tests. Notwithstanding any City test(s), the City will be entitled to rely on results obtained and recommendations made by the CORE SYSTEMS CONTRACTOR regarding the operation and performance of new equipment. Testing by the City shall not relieve the CORE SYSTEMS CONTRACTOR of its obligations to the City nor inspections, tests or approvals by others shall relieve the CORE SYSTEMS CONTRACTOR from its obligations to perform in accordance with the Core Systems Contract.						
8.3	During the 30-consecutive-day Acceptance Test period, the CORE SYSTEMS CONTRACTOR shall notify the City in writing within 24-hours (or sooner if other procedures require) of the occurrence of any downtime. Equipment downtime will be computed according to the following guidelines:						
	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td>Downtime will accumulate during any period when the component / equipment is not able to perform its scheduled function, as specified, due to a failure of hardware or software.</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Downtime associated with any particular upgrade or component will not accumulate if a failure occurs due to Force Majeure, or failure of any unrelated equipment associated with the System that may prevent the equipment or components being tested from functioning.</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>If no more than the cumulative total of hours (agreed to by the City</td> </tr> </table>	a.	Downtime will accumulate during any period when the component / equipment is not able to perform its scheduled function, as specified, due to a failure of hardware or software.	b.	Downtime associated with any particular upgrade or component will not accumulate if a failure occurs due to Force Majeure, or failure of any unrelated equipment associated with the System that may prevent the equipment or components being tested from functioning.	c.	If no more than the cumulative total of hours (agreed to by the City
a.	Downtime will accumulate during any period when the component / equipment is not able to perform its scheduled function, as specified, due to a failure of hardware or software.						
b.	Downtime associated with any particular upgrade or component will not accumulate if a failure occurs due to Force Majeure, or failure of any unrelated equipment associated with the System that may prevent the equipment or components being tested from functioning.						
c.	If no more than the cumulative total of hours (agreed to by the City						

		and the CORE SYSTEMS CONTRACTOR prior to the test) of system downtime or component downtime occurs within the test period and no other unacceptable features are identified, the new equipment will be deemed to have passed the Acceptance Test.
8.4		If more than the agreed maximum amount of system or component / equipment downtime occurs during the 30-consecutive-day acceptance period, the City may elect to either:
	a.	Direct the CORE SYSTEMS CONTRACTOR to begin a new 30-consecutive-day Acceptance Test within seven (7) calendar days; or
	b.	Notify the CORE SYSTEMS CONTRACTOR that the specific modification or upgrade is not acceptable. The CORE SYSTEMS CONTRACTOR shall then remove the failed new component, equipment or software. Title to failed item(s) will be transferred to the CORE SYSTEMS CONTRACTOR and the City will not be responsible for the condition of, or any loss or damage to, the said item(s); or
	c.	Waive defect(s) and accept the item, if demonstrated operation of the equipment is such that reliable and efficient operation and performance of the System and the Warranty shall not be compromised. The CORE SYSTEMS CONTRACTOR shall bear all direct costs attributable to the City's evaluation of and determination to waive any defect to accept equipment. Such costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals. If any such acceptance occurs, the City shall be entitled to an appropriate negotiated decrease in the Price. If the acceptance occurs after such recommendations, a written Change Order will be issued, and an appropriate amount will be paid by the CORE SYSTEMS CONTRACTOR to the City.
8.5		Costs – The CORE SYSTEMS CONTRACTOR shall be responsible for all costs associated with the Acceptance Test(s), including the costs for any required independent tests or certifications, except for City's tests as noted in Section 8.2, above.
8.6		Notice of Acceptance – If the new equipment, component or software passes the Acceptance Test, the City will provide written notice of acceptance within five (5) working days following the completed 30-consecutive-day Acceptance Test period, the receipt of an accepted test report, and revision to the Hazard Analysis in accordance with this Contract, whichever occurs last.

9. Title for System Upgrades – Title to any new upgrades or modified components of the System will vest in the City upon its acceptance by the City.
10. Payment for System Upgrades – The payment for system upgrades accomplished by Change Order and expansion Work will be made on an incremental completion basis for Work completed and accepted as of the date of application for payment. A schedule of measurable deliverable activities, which will be mutually developed by the Core Systems Contractor and the City and then approved by the City, will serve as the basis for progress payments. The City's acceptance of upgrades shall

be contingent upon the City's receipt of applicable revised Record Drawings, O&M manuals, technical data, and Warranty documents.

11. Accommodation of Expansion Work – During the O&M Period, should any expansion of the System be undertaken, the City reserves the right to require the Core Systems Contractor to undertake the related Work in the most efficient manner consistent with System operational requirements, particularly in minimizing System down time, and the City's instructions.
12. If the expansion activities require a cessation or modification of System operations, and the City agrees with this requirement, such interruptions of service will be classified as an exclusion of time pursuant to SP-5 and TP-3.3, and the Core Systems Contractor will not be penalized therefore in the calculation of System Service Availability. The Core Systems Contractor's O&M staff shall support and accommodate the expansion Work, and related testing and demonstration activities. Acceptance testing of any such expansion shall be accomplished and shall comply with Section TP-3.
13. In the event that the expansion work requires a reduction in System service, the provisions for Service Level Changes in the Contract (SP-5 and SP-6.19) shall govern.

#### **MP-2.12 SECURITY SCHEDULING AND OPERATIONS**

Establish, document, distribute to applicable personnel and ensure their knowledge, understanding and compliance with the following:

- A. Number of personnel required for security-related requirements.
- B. Specific assignment of personnel and duties.
- C. The number of security personnel for each shift.
- D. The area of each security patrol.
- E. Specific instructions and orders for each post and each patrol area.
- F. Contact information and emergency contact information.

#### **MP-2.13 SECURITY PERSONNEL QUALIFICATIONS AND REQUIREMENTS**

The Core Systems Contractor shall assign as security personnel only individuals who meet the following requirements:

- A. Physical and Medical Qualifications: Security personnel must pass annual medical examinations paid for by the Core Systems Contractor and be fully capable of performing duties requiring moderate to arduous physical exertion, including self defense. They must be capable of running, lifting, and participating in evacuation and rescue operations.
- B. Uniforms: Security personnel shall be supplied with appropriate uniforms that are subject to the approval of the City. Security personnel shall be in uniform while on duty. The uniforms shall include security-related equipment such as handheld radios, flashlights, and self-protection devices, all as approved by the City.

- C. Driver's License: Security personnel shall have a valid Hawai'i driver's license.
- D. Criminal Record: Security personnel shall not have a criminal conviction.

**MP-2.14 SECURITY ADMINISTRATIVE ACTIVITIES**

The Core Systems Contractor shall accomplish the following security-related administrative activities and functions:

- A. Training. Maintain high standards of competency, conduct, and integrity of all security personnel by:
  - 1. Ensure all security personnel are fully trained prior to being assigned to security duty.
  - 2. Provide continued training and professional development of all security personnel.
  - 3. Ensure that all training program development, presentation and administration is accomplished and/or maintained in accordance with all applicable O&M SOW requirements.
- B. System Badges and Passes. Be responsible for the design, preparation, issue, use and control of a pass and badge system for the System. The Core Systems Contractor shall:
  - 1. Process and control all visits and tours.
  - 2. Track all new Core Systems Contractor hires and terminations to ensure passes and badges are appropriately controlled.
  - 3. Maintain and update the access control system database, particularly as employee's access requirements change due to hires, terminations, or retirements.
  - 4. Inquiries. Conduct preliminary inquiries concerning reported incidents involving misconduct on the part of the Core Systems Contractor's employees and the theft or loss of City property.
  - 5. Barriers and Key/Lock Control. Coordinate the purchase, installation, and repair of physical barriers (doors, fences, gates, alarms, automated access control systems, etc.), security signs/notices and security-lock hardware/keys, and maintain security lock/key control records for the System.
  - 6. Human Resources. Maintain all personnel records required by the City and required by law.
  - 7. Vehicles. Provide all necessary security vehicles, including their routine maintenance, repairs, fuel, and licensing.

**MP-2.15 PUBLIC RELATIONS AND ADVERTISING**

The City will be responsible for public relations and advertising pertaining to the System. The Core Systems Contractor shall provide assistance as specified in this section.

The Core Systems Contractor shall assist the City in community relations activities, including participation in community meetings and outreach, and responding to community concerns and complaints.

The Core Systems Contractor shall provide a minimum of one staff member to coordinate with the City on public relations. The duties of this individual shall include, but not be limited to, handling general inquiries about the System, including the distribution of information about the System, and coordinating tours of the System and its facilities.

**MP-2.15.1 Site Tours**

All inquiries to the City for tours will be coordinated with the Core Systems Contractor. No reasonable request for tours of the System endorsed by the City shall be refused by the Core Systems Contractor, provided that sufficient notice is given.

If the City plans to conduct a site tour of the System, the City will make necessary arrangements with the Core Systems Contractor to facilitate the tour and will give the Core Systems Contractor at least twenty-four (24) hours advance notice.

If the Core Systems Contractor plans to conduct a site tour of the System, the City will be advised in advance of the tour and will coordinate the tour with the Core Systems Contractor. All tours and presentations shall be approved in advance by the City and the Core Systems Contractor shall provide a list of all potential tour group members and a copy of all materials or information intended for distribution or presentation to the tour group to the City at least one week prior to the tour. The tour shall not be given without the express consent of the City.

**MP-2.15.2 Advertising on the System**

The City reserves the right to place advertising in or on any of the System facilities and cars. The Core Systems Contractor shall facilitate and maintain all advertising media, which will not interfere with the Core Systems Contractor's O&M Work or other aspects of the System. The Core Systems Contractor shall facilitate and not impede any advertising program conducted by the City for the System. The City will receive all advertising revenues.

The Core Systems Contractor shall not conduct advertising in or on any of the vehicles, stations, guideways or facilities of the System without the express consent of the City.

**MP-2.15.3 User Guides and Maps**

The Core Systems Contractor shall stock and replenish system maps and user guides in holders provided in the vehicles for that purpose. The City will stock and replenish system maps and user guides in holders provided in the stations and selected off-System sites.

**MP-2.16 REPORTING OF ACCIDENTS / INCIDENTS**

The Core Systems Contractor shall develop the methodology, to be accepted by the City at its sole discretion, to advise the City in a timely manner of significant events and occurrences.

The Core Systems Contractor shall be responsible for governmental reporting of safety and security incidents in accordance with TP 3.2.9 Safety and Security Programs.

**MP-2.17 LIMITS OF AND ACCESS TO THE O&M WORK AREA**

The City will provide the Core Systems Contractor access to the System, including all System facilities, System equipment, tools, spare equipment, parts, consumables, and documentation provided under the Core Systems Contract, Guideway Contracts, Station Contracts, MSF Contract, as well as all other System facilities that may have been provided by others. At no time

will any of the foregoing become the property of the Core Systems Contractor. The Core Systems Contractor shall be responsible to maintain System components in accordance with the provisions of the Core Systems Contract and the O&M SOW.

The Core Systems Contractor's O&M Work area shall include:

- A. Passenger Stations: O&M personnel shall be provided access to all spaces contained within the station buildings, parking structures and parking lots and in an area around the stations as shown on the Record Drawings.
- B. MSF and Yard: O&M personnel shall be provided access to all spaces within this facility and all ground areas, including the parking area as shown on the Record Drawings.
- C. Guideway and Right-of-way: O&M personnel shall be provided access to all areas on the guideway and its structure and along and below the guideway. This includes the columns and foundations for elevated guideway; all area up to and including the fencing for at-grade guideway. This does not include public roadways and traffic areas.
- D. Other System-related Facilities: O&M personnel shall be provided access to areas including traction power substations, gap breakers, wayside train control houses and other facilities provided by the Core Systems Contract, Guideway Contracts, Station Contracts, MSF Contract, and up to any fence or property lines.
- E. Storage Areas: O&M personnel shall be provided access to property lots acquired for the System for storage or ease of maintenance, as identified by the Record Drawings or the City.
- F. Areas Adjacent to or Within the Jurisdiction of Others: If the Core Systems Contractor requires access to areas within or next to the Honolulu International Airport, utilities, or other property not directly controlled by the City, the Core Systems Contractor shall adhere to the specific appropriate site access procedures and requirements.
- G. Temporary OCC: O&M personnel shall be provided access to the property and all spaces contained within the Temporary OCC, including any parking spaces assigned to the facility.
- H. Backup OCC at the Joint Traffic Management Center (JTMC): O&M personnel shall be provided access to the Backup OCC at the JTMC for training, maintenance, and use when the primary OCC at the OSB is unavailable. Access shall include parking areas, restrooms, lunchrooms, and other support rooms/spaces for controllers, as required.