

INTERAGENCY AGREEMENT  
BY AND BETWEEN  
THE MASSACHUSETTS PORT AUTHORITY  
AND  
THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY  
FOR  
SILVER LINE AIRPORT SERVICE

This INTERAGENCY AGREEMENT (the "Agreement") dated as of this 1st day of July, 2023 by and between the MASSACHUSETTS PORT AUTHORITY ("Massport"), a body politic and corporate organized and existing pursuant to Chapter 465 of the Massachusetts Acts of 1956, as amended, having a usual place of business at One Harborside Drive, Logan Office Center, East Boston, Massachusetts 02128 and the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY ("MBTA"), a body politic and political subdivision of the Commonwealth of Massachusetts established and existing pursuant to Chapter 161A of the Massachusetts General Laws, having a usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 (Massport and the MBTA are hereinafter collectively referred to as "the Parties").

WHEREAS, the MBTA operates bus service on its subsurface and surface transit system commonly known as the South Boston Piers Transitway (the "Transitway"); and

WHEREAS, the MBTA provides scheduled bus service from South Station to Logan International Airport (the "Airport") on the portion of the Transitway commonly known as the Silver Line 1 Route. Such service, commonly known as the Airport Intermodal Transit Connector (the "AITC"), is shown on **Exhibit A**; and

WHEREAS, the MBTA and MassPort have agreed to terms and conditions for operation of bus service in the AITC ("Silver Line Airport Service or the "Airport Service") as provided herein, including (1) allocation of cost for acquisition of new buses needed to operate the Silver Line Airport Service ("MassPort Buses"), (2) design standards for the MassPort Buses, (3) allocation of operation and maintenance costs to run the Silver Line Airport Service, and (4) establishment of performance standards and other obligations.

**NOW THEREFORE**, the Parties hereby agree as follows:

**ARTICLE 1**  
**MASSPORT FINANCIAL**  
**PARTICIPATION FOR THE**  
**ACQUISITION OF MASSPORT**  
**BUSES**

1.1 Acquisition of Massport Buses

MBTA has purchased ten (10) MassPort Buses for dedicated use on the Silver Line Airport Service

pursuant to its current contract with New Flyer, a complete copy of which has been provided to Massport.

Massport will reimburse MBTA \$19,876,665.00 for the purchase of the Massport Buses, provided that the Massport Buses meet the Design Criteria provided in Article 2 herein and that Massport receives good and clear title to the Massport Buses. The MBTA shall assert all contract rights and remedies necessary to ensure (i) that the Massport Buses conform to its contract with New Flyer and meet the Design Criteria; and (ii) that Massport shall receive good and clear title to the Massport Buses, and the benefit of any and all manufacturer's representations, warranties, indemnifications, performance bonds, manuals and other benefits provided by the manufacturer to the MBTA. The MBTA shall assert any warranty and/or performance claim against New Flyer for the Massport Buses.

## 2. Payment of Massport Acquisition Funds

The MBTA shall make all payments to New Flyer for the purchase of the Massport Buses in accordance with its contract with New Flyer. Massport shall reimburse the MBTA in accordance with Section 1.1. Massport shall make such reimbursement payment to the MBTA within thirty (30) days of its receipt of an appropriately detailed invoice.

The MBTA has secured a performance bond from the Manufacturer. The MBTA shall promptly notify Massport in writing of any default by the Manufacturer including any notice that the MBTA is calling upon the Performance Bond. In the event that the MBTA receives payments in accordance with the Performance Bond, Massport shall be entitled to a proportional share of any performance bond proceeds received by the MBTA. For any progress payments made by Massport to the MBTA as of the time of any default, Massport shall advise MBTA to either (1) return such amounts to Massport, or (2) apply such amounts toward the cost and expense to procure a substitute bus satisfactory to Massport.

## 3. Title to the Massport Buses.

Provided that Massport has made all payments pursuant to Sections 1.1 and 1.2 above, title to the Massport Buses shall vest in Massport upon delivery of the Massport Buses and certification by the MBTA in writing that the MBTA has performed all necessary investigations, tests and other necessary due diligence and determined that the Massport Buses have been manufactured in accordance with the MBTA's contract with New Flyer and the Design Criteria, and upon Massport's written acceptance thereof. Massport shall immediately receive any and all bills of sale, certificates of title or any other documents evidencing title to or ownership of the Massport Buses ("Final Acceptance"). For so long as the MBTA continues to operate the Massport Buses pursuant to this Agreement, Massport may elect not to register the titles with the Division of Motor Vehicles for the Commonwealth ("RMV"). In the event that Massport elects to register the Massport Buses with the RMV in its own name, the MBTA shall fully cooperate with Massport and provide any additional documentation necessary to facilitate the registration process.

## **ARTICLE 2**

### **DESIGN CRITERIA FOR MASSPORT BUSES**

#### 1. Massport Design Criteria

The MBTA shall take all necessary actions to ensure that the Massport Buses will be new, first class, high occupancy vehicles designed to the specifications and containing the amenities outlined in this Article. The exact height which may not in any case exceed 11' 9 ¾" from the roadway to the top of the Bus or any extrusion there from and turning radius of the Massport Buses are of particular concern to Massport, given the constraints of Airport roads. Accordingly, no deviation from the Massport height and Design Criteria shall be acceptable to Massport. The Massport Buses shall include luggage racks so that such buses can meet the needs of Airport users. The Massport Buses shall include Urban Transportation Associates automated passenger counters (APC) or similar technology and services to accurately count passenger boarding and alighting at all Silver Line stations and stops. The Buses not initially intended for Silver Line Airport Service will be equipped with luggage rack brackets, so that such buses can be retrofitted with luggage racks at a future date and used to provide Silver Line Airport Service.

#### 2. ADA Compliance

The Massport Buses, at delivery and throughout the Term of this Agreement, shall comply with all present and future requirements of the Americans with Disabilities Act of 1990, (42 U.S.C. §§12101 et. seq. (the "ADA"), and any applicable laws, regulations, and rules, including but not limited to those of Massport, imposing accessibility requirements for persons with disabilities. The MBTA shall assume and be obligated to comply with all of Massport's ADA Title II obligations with respect to any programs, services, activities, vehicles, equipment, specifically including, but not limited to, communications equipment and signage relating to its operations under this Agreement.

#### 3. AVI and Bus Telematics

The MBTA has installed Automated Vehicle Identification ("AVI") systems that will monitor the adherence of the Massport Buses to their assigned schedule and has permanently affixed a transponder (or other similar device) to each Massport Bus. The MBTA may work with Massport to supply next bus arrival times to Massport for the purposes of display at the Airport Terminal curbs and other passenger digital display systems.

#### 4. Advertising

Massport retains the right to control and place any and all advertising and public service advertisements both inside and outside the Massport Buses, and on the video display within the Massport Buses, and to retain all revenue earned by the placement of such advertising. The MBTA shall make all Massport Buses available during off peak times at MBTA's garage facility for any advertising contractor of Massport to install Massport public service advertising, remove advertising or both. The schedule for such work will be coordinated by Massport's Assistant Director, Transportation Operations and MBTA Bus Operations.

Massport and its advertising contractor shall be responsible for any body or paint damage caused to the Massport Buses in connection with the placement of the advertising. Any advertisement placed on Massport Buses shall comply with written MBTA advertising policies which the MBTA will provide to Massport's Assistant Director, Transportation Operations in a timely manner.

### **ARTICLE 3**

#### **SHARED FUNDING FOR OPERATION AND MAINTENANCE OF MASSPORT BUSES**

1. Massport Costs.

- (a) Operating and Maintenance Costs: Massport shall reimburse MBTA a proportional share of the operation and maintenance costs for the Silver Line Airport Service related to transit between the Airport and the first offairport transit station, which proportion shall be equal to the ratio of (i) service miles between the first offairport transit stop station, currently Silver Line Way, and Logan Airport and (ii) the total service miles between the Airport and South Station ("Ratio"). The Parties agree that the service miles between the Airport and the first offairport transit station currently located at Silver Line Way (hereinafter referred to as "SLWAirport") equal 76.06% of the total service miles between the Airport and South Station. Accordingly, Massport shall be responsible for reimbursing MBTA 76.06% of the operation and maintenance costs of Silver Line Airport Service ("O&M Costs"), which costs are further detailed in **Exhibit B**. Notwithstanding the foregoing, Massport shall retain full title to the Massport Buses.

The Parties agree that, during the term of this Agreement, the MBTA's 2022 Bus Network Redesign may necessitate a modification of the current Ratio. Accordingly, if there is a change in the location of the first offairport transit station, the Ratio shall be adjusted to reflect any relevant change in the total service miles between the Airport and the first offairport transit station.

- (b) MidLife Rebuild Costs: Massport shall reimburse the MBTA for 76.06% for the capital cost of the midlife rebuild for the Massport Buses.
- (c) Massport shall also reimburse the MBTA for 76.06% of all operating costs for RIDE trips originating from the Airport and terminating within three quarters of a mile of an MBTA subway station ("Airport RIDE Trips"). Operating costs shall be calculated by the number of Airport RIDE Trips multiplied by the average duration of Airport RIDE Trips multiplied by the average hourly operating cost of the RIDE. Massport shall make such reimbursement payment within thirty (30) days of its receipt of an appropriately detailed invoice.

1. MBTA Costs. Except as provided in Section 3.1, the MBTA shall pay for all costs of every kind to operate and maintain the Airport Service and Massport Buses, which shall include without limitation cleaning, fueling, vaulting and monitoring passenger payment on Massport Buses, in accordance with the terms of this Agreement.

3. Additional Costs.

- (a) The MBTA has installed the fare collection equipment at each of six agreedupon terminal pickup/dropoff locations. The MBTA shall be responsible for operating, servicing, and maintaining the fare collection equipment at all six Airport terminal locations. However, over time the Parties may determine that more equipment is needed in order to adequately serve ridership demands provided such equipment does not create operational inefficiencies at the Airport.
- (b) Massport shall continue to provide and maintain all electrical and communication infrastructure for the MBTA to operate its fare collection equipment at each of the six terminal locations.

4. Monthly Invoices. The MBTA shall invoice Massport monthly in an amount equal to one twelfth of the annual budgeted O&M Cost for SLW Airport Service for the current service year. In the absence of an estimated budget, the previous year's actual O&M Cost shall be used. At the end of each fiscal year, but no later than October 1<sup>st</sup>, the MBTA shall submit to Massport a statement detailing actual, relevant, O&M costs and fare box revenues. In the event that a year end adjustment is required to reconcile O&M Costs and/or fare box revenues for the fiscal year, a reconciling invoice will be prepared by either the MBTA or Massport.

5. Revenue

- (a) The Parties agree that Massport shall receive 76.06% of the fare box revenue from passengers using Silver Line Airport Service. The passenger number shall be multiplied by an agreed upon average fare rate (the "Blended Fare") intended to approximate the average fare for all riders, and the sum shall be multiplied by 76.06% to derive the allocated amount of fare box revenue owed to Massport. Based on either actual counts of passengers who paid to use the Silver Line Airport Service (even if the passenger is using prepaid fare media, including but not limited to, timebased passes, stored ride or stored value tickets, and smartcards) or a methodology of calculating ridership/revenue generated agreed to by the Parties (which takes into account that fare collection from passengers accessing Airport Buses at all Airport terminals was terminated on or around June 6, 2012), the MBTA shall notify Massport within ten (10) business days of the end of the month of the Silver Line Airport Service ridership numbers. The Parties agree that the MBTA will pay Massport for the 76.06% share of the fare box revenue and will invoice Massport for the O&M Costs separately under Section 3.4 of this Agreement. The MBTA agrees to provide Massport with information on how the Blended Fare was determined including information on the mix of paid and unpaid fares.
- (b) The Parties agree to use the amount of \$1.06 as the Blended Fare subject to confirmation or modification at a later time. **Exhibit C**, attached hereto, sets forth the method of calculation for the Blended Fare. In the event that the Blended Fare of \$1.06 should be adjusted to reflect past increases or any other relevant change in the MBTA's fare

structure, the MBTA will provide the updated Blended Fare calculations to Massport prior to making any adjustments for billing purposes.

## **ARTICLE 4**

### **OPERATION REQUIREMENTS FOR MASSPORT BUSES**

#### **1. Operations Standards**

The Massport Buses shall be “dedicated vehicles”, used only to provide Airport Service, and for no other services provided by the MBTA except as provided in paragraph 4.3. The Massport Buses shall be operated by the MBTA on the route, schedule and frequency specified in **Exhibit D** (the “Airport Service Plan”).

The MBTA agrees to use the electric driving mode to the greatest extent possible including using good faith efforts to use the electric driving mode on Airport roadways. The MBTA agrees to report to Massport on a monthly basis the time that the Massport Buses operated on the electric mode.

#### **2. Massport Buses.**

A minimum of eight (8) of the ten (10) Massport Buses are expected to be available for Airport service while two (2) Massport Buses have been purchased as spare vehicles to allow for maintenance. In the event that three or more Massport Buses are out of service for maintenance simultaneously, the MBTA will provide replacement vehicles as needed from its own spare fleet.

#### **3. Exclusive Use of Massport Buses.**

The ten (10) Massport Buses shall be used only for Silver Line Airport Service and shall not be used for other MBTA operations, except in the event of emergency circumstances. In the event of an emergency, the MBTA may use Massport Buses for other MBTA operations and shall, within two (2) hours of such occurrence, notify Massport’s Ground Transportation Manager. The MBTA shall provide this service subject to the availability of vehicles.

#### **4.4. Adjustments to the Airport Service Plan.**

Massport and the MBTA will review service measures (round trip time, crowding, schedule adherence, etc.) and bus operational data provided in accordance with Article 10 hereof for peak and offpeak periods on a quarterly basis unless more frequent reviews are necessitated by changes to traffic patterns, congestion or some other factor. The MBTA and Massport will jointly determine whether modifications to the frequency of designated airport terminal stops and schedule adjustments are required. All adjustments to the Airport Service Plan are subject to the availability of Massport Buses. Massport and the MBTA have a shared goal of continuous improvement of SL1 to encourage transit to and from the Airport with the goal of improved headways (less than 10 minutes) depending on need. Massport and the MBTA will continue to discuss the need for additional SL1 buses to support the agreed upon service plan.

#### **4.6 Additional Service**

From timetotime Massport may find it necessary or desirable to add Airport Service in response to increased demand during Airport peak travel periods such as holidays. The MBTA

will provide this service subject to the availability of operators and vehicles at the costs set forth in Section 3.1 above.

8. Airport Emergency Response.

In the event Massport notifies the MBTA (orally or in writing) of an Airport emergency, the MBTA shall immediately implement the appropriate contingency plans as directed by the State Police or other authorized Airport personnel and further described in **Exhibit E** (Airport Contingency Plans). Massport reserves the right to use Massport Buses for passenger/employee transport in the event of an emergency.

9. Personnel.

All staff necessary to operate and maintain the Massport Buses in accordance with the requirements of this Agreement, including but not limited to drivers, shift managers, supervisors, mechanics, helpers, fuelers, vaulters and cleaners shall be provided by the MBTA. The MBTA agrees that operators on the Silver Line will be subject to the same background checks as all MBTA operators.

10. Training.

The MBTA shall provide a training program for all personnel prior to the start of work in the Airport Service. Massport may participate in all training sessions. This training program must have prior approval of Massport, and at minimum, address the following requirements:

- (a) Knowledge of issues of importance to the traveling public including but not limited to knowledge of the physical layout and general operation of the Airport, location of designated passenger pickup and dropoff areas, other public transportation at the Airport, Airport shuttle bus operations, hours of bus service and airlines located at particular terminals.
- (b) Management of difficult or emergency situations with passengers, and passengers causing a public nuisance
- (c) Familiarity with Airport Contingency Plans (Exhibit E) and any security requirements or training dealing specification with Airport matters, which may be imposed by Massport and which may change from time to time.
- (d) Knowledge of all appropriate safety responsibilities, Airport roadway geometric and physical constraints necessitating that Massport Buses operate only in certain lanes or at certain speeds at various locations, and prohibition against use of inner travel lane (adjacent to garage) at lower level of Terminal B; and
- (e) The drivers' responsibility to conduct Airport service in compliance with requirements of ADA.

11. Passenger Complaints.

All passenger complaints received by Massport will be referred to MBTA for investigation. The MBTA, in addition to any response provided by Massport, shall respond in a timely manner indicating to the complainant and Massport how the complaint was resolved and the results of any investigation.

12. Traffic Management.

The MBTA will require that its drivers comply with the directions of the State Police and Massport Transportation unit to ensure that the Massport Buses are operated safely, and that pickup and dropoff of passengers is done safely and efficiently with as little disruption as possible to other traffic at the Airport.

13. Maps

The MBTA shall provide and install at each Airport Bus terminal location, as shall be determined between Massport and the MBTA, the most current version of permanent signage/maps of the MBTA subway and bus rapid transit system (i.e., the spider map). The MBTA shall also provide on an ongoing basis subway and bus rapid transit map handouts so as to always be available for distribution at Logan Airport information booths.

14. Deviation from Airport Service Requirements.

In the event that a greater than fifty percent (50%) deviation occurs from prescribed headways for more than two (2) consecutive months, as a result of factors within the MBTA's reasonable control, Massport shall have the right to declare an Event of Default hereunder pursuant to Article 11. Massport agrees to communicate in writing with the MBTA regarding any concerns Massport may have with respect to quality of service with enough specific data as to allow the MBTA to correct any problems ("Notice of Default"). The MBTA shall address Massport's concerns by responding in writing to Massport within five (5) business days of Massport's communications. If, in the reasonable opinion of Massport, its concerns are either not properly addressed or the specific deficiency of service continues, then Massport, at its option, may request a meeting with the MBTA to discuss the service deficiencies and seek proper ways of remedying the situation. If Massport requests a meeting with the MBTA, such meeting shall take place within five (5) business days of such request. In the event that Massport's concerns are not adequately addressed either through the written communications of the MBT A or in the meeting between the MBTA and Massport, or because the service deficiencies persist, Massport may declare an Event of Default pursuant to Article 11 hereof. It is agreed and understood that any cured and waived Event of Default regarding a particular service deficiency will not prevent subsequent declaration of Events of Default for other service deficiencies violations or with respect to the same service deficiency, provided that Massport complies with procedures outlined herein.



## ARTICLE 5

### MAINTENANCE

1. MBTA Maintenance Responsibility.

The MBTA shall be responsible for performing all routine and extraordinary maintenance on Massport Buses and fare collection equipment throughout the term of this Agreement. The MBTA shall ensure that all Massport Buses continually meet the Design Criteria and continue to provide safe and efficient Airport Service. The MBTA shall be responsible for performing both capital and noncapital repairs to the Airport Buses and AFC equipment, whether required by reasonable wear and tear or extraordinary damage to the buses as a result of accident or the negligence or misconduct of the MBTA or its employees or otherwise. The MBTA agrees that its obligation to perform maintenance on the Massport Buses and AFC equipment, as set forth in Article 5, remains in effect during the entire Term of this Agreement, notwithstanding any dispute regarding payment from Massport.

2. Performance of Maintenance.

- (a) The MBTA shall perform or shall arrange for the performance of maintenance at a facility of its choosing, and with parts maintained in inventory.
- (b) The MBTA shall provide routine and capital maintenance according to the schedule attached hereto as Exhibit F (the "Preventative Maintenance and Inspection Program"). The maintenance schedule shall be amended by approval of both parties.
- (c) Within 60 months after the first of the 2023 New Flyer buses enters service, the MBTA shall provide to Massport the recommended scope, cost and proper time period for conducting a midlife overhaul on the Airport Buses based upon the observed condition and performance of individual vehicle components as well as an overall condition assessment.
- (d) The MBTA shall have maintenance personnel available for the performance of routine and/or emergency maintenance on a twentyfour (24) hours per day, seven days per week, or on an oncall basis.
- (e) Inoperative buses on Airport roadways must be pushed or towed to a location that does not impede traffic within 20 minutes. Inoperative buses must be removed from Airport roadways promptly and, in any event, within 60 minutes.
- (f) The MBTA shall submit to Massport's Assistant Director, Transportation Operations or his designee, on or before Friday of each week, all dates and times when any Massport Bus will be out of Airport Service during the following week for the performance of programmed maintenance or repair. Maintenance shall be scheduled in accordance with paragraph 5.2.

- (g) In the event that it is necessary for Massport Bus(es) to be removed from Airport Service for routine maintenance and/or emergency maintenance, for warranty repairs, or as a result of recall by the manufacturer, the MBTA shall immediately notify, in writing, Massport's Director of Aviation or his designee.
- (h) Whenever it is necessary for the MBTA to use a substitute vehicle in Airport Service, the MBTA shall notify Massport's Assistant Director, Transportation Operations or his designee, in writing, explaining the reason and duration of the substitution. The MBTA shall use diligent efforts to avoid bus substitutions in service.
- (i) The MBTA shall immediately and promptly repair any damage, perform the necessary maintenance and/or replace the necessary parts so as to return Massport Bus(es) to Airport Service as soon as possible. The MBTA shall not return any Massport Bus to Airport Service until it has performed the maintenance or corrected the deficient condition. If Massport reasonably determines that a Massport Bus fails to meet the requirements in this Agreement, the MBTA shall, upon Massport's direction, at no additional cost to Massport, immediately remove such bus from Airport Service, substitute a comparable vehicle, if available, and perform the needed repairs all in accordance with the requirements hereof.
- (j) Daily interior and exterior cleaning is required for each of the vehicles providing Airport Service prior to the start of service each day. Vehicles in use on the Airport Service will be subject to inspection at any time by authorized Massport Transportation Operation representatives at any terminal. Vehicles not meeting Massport approvals for cleanliness will not be put into service and will be replaced by a substitute vehicle when available. Massport representatives may observe circle checks or any other scheduled inspection at the MBTA's maintenance facility.
- (k) The MBTA shall keep and provide Massport's Director of Aviation or his designee a monthly maintenance report listing all maintenance performed on Airport Buses and including, but not limited to, fluids, parts, and vehicle mileage. Included in the monthly reports will be a daily inservice, mileage and fuel consumption report for each Massport Bus.

3. Failure to Maintain Massport Buses or AFC Equipment.

In the event the MBTA is not fulfilling its maintenance obligations under this article, Massport shall provide written notification to the MBTA of the failure in sufficient detail to allow the MBTA to correct said failure ("Notice of Maintenance Deficiency"). Within thirty (30) days of receipt of said notice, the MBTA shall provide Massport with written evidence of full performance of its maintenance obligations.

4. Liens. The MBTA shall ensure that no mechanic's, laborer's or materialman's liens at any time be filed against Massport or the Massport Buses with respect to the performance of any labor or the furnishing of any materials. Should any such lien be effected, the MBTA, within fortyfive (45) days after receipt by the MBTA of notice of the filing thereof, shall cause the same to be discharged of record by order of a court of competent jurisdiction.

## **ARTICLE 6**

### **TERM**

The term of this Agreement is effective as of July 1, 2023 and shall end on the date that is six (6) years from the date Massport certifies that it has accepted the Massport Buses pursuant to Section 1.3 hereof, unless sooner terminated as provided herein (the "Term"). Upon the expiration of the Term or earlier termination of this Agreement, the MBTA shall immediately deliver possession of the Massport Buses to Massport at a mutually agreed upon location and time, together with license plates, tags, registration, maintenance and repair records for all Massport Buses and any and all other documents and other material evidencing ownership, repair and maintenance and registration of the Massport Buses.

## **ARTICLE 7**

### **ENVIRONMENTAL COMPLIANCE**

1. **General.** The MBTA shall comply with all Environmental Laws with regard to the Silver Line Airport Service and its use of Massport Buses, and shall be responsible for all environmental damages arising from such operations, use and activities. "Environmental Laws" shall be defined as any law, ordinance, statute, rule and/or regulation, as the same may be amended from time to time, including but not limited to the Comprehensive Environmental Response, Compensation and Liability act, 42 U.S.C. Sec. 9601 et. Seq., the Resource Conservation and Recovery Act of M.G.L. c.21C, the Massachusetts Hazardous Material Release Prevention and Response Act, M.G.L. c.21E and the regulations adopted thereunder.
2. **Emissions/SIP Compliance.** Within three days of receipt by the MBTA, the MBTA shall provide to Massport copies of all emissions test results and reports. Emission test results will be used by the MBTA in demonstrating continuing project compliance with the Massachusetts State Implementation Plan (SIP) and other state and federal air quality regulations. Massport shall retain the right to apply for and retain EPACT credits from the US Department of Energy related to the ten Massport Buses.

## **ARTICLE 8**

### **INDEMNIFICATION**

The MBTA shall, at its sole cost and expense, defend and indemnify and hold harmless Massport, its members, officers and employees from and against all claims, causes or actions, suits, losses, damages and expenses (including reasonable attorney's fees and costs of investigation and litigation) based upon or arising out of acts, omission, negligence or operations of the MBTA, its employees, agents, contractors or subcontractors related to the procurement, manufacture and delivery of the Massport Buses and the provision of the Silver Line Airport Service hereunder. Each party shall notify the other in writing of any such claims or suits.

## **ARTICLE 9**

### **INSURANCE**

The MBTA shall at its sole cost and expense maintain the following insurance coverage:

1. Umbrella or Excess Liability Insurance in the amount or at least \$70,000,000 per occurrence, and in the aggregate, excess of a \$7,500,000 selfinsured retention. Such insurance coverage is to name Massport as an additional named insured as their interests may appear in connection with the Silver Line Airport Service and maintenance of the Massport Buses under this Agreement. Such insurance coverage shall be primary to any other coverages maintained by Massport. The insurer shall be authorized to do business in Massachusetts. Massport shall be provided with certificates of insurance evidencing compliance with this requirement.
2. All risk property insurance must cover the full replacement value of the property in the custody of the MBTA. It is understood that this property insurance coverage is subject to a \$7,500,000.00 selfinsured retention.
3. Workers' Compensation Insurance as required by law. The MBTA hereby represents that it meets this requirement by being an authorized selfinsurer of Workers' Compensation in Massachusetts under selfinsurer License No. 377. Such insurance shall contain a waiver of any and all subrogation rights against Massport.

The MBTA shall provide a selfinsurance letter and a certificate of insurance for excess liability to Massport.

The MBTA shall be responsible for the defense of all claims, causes or action, suits, losses, damages and expenses (including reasonable attorney's fees and costs of investigation and litigation) for bodily injury and property damage submitted by third parties and physical damage to the Massport Buses operated under this Agreement, and agrees to be responsible for payment of all costs, judgements and indemnity payments associated with the investigation, settlement or litigation of these claims that may be contained within the MBTA's \$7.5 million selfinsured retention or physical damage that is not covered by their "all Risk" property insurance policy, whether or not the claims are brought against Massport, the MBTA or both.

In the event of any loss, damage to, or destruction of the Massport Buses, the MBTA shall use all insurance proceeds to repair the Massport Buses, except that in the event that MBTA elects to not repair the Massport Bus(es), then all insurance proceeds shall inure to the benefit of Massport. In the event that the insurance proceeds are insufficient to reimburse the Authority for the full fair market value of the Massport Bus(es) then the MBTA shall either pay Massport the full fair market value of the Massport Bus or the MBTA may substitute an equivalent OMA bus, configured to the Authority's service requirements, in accordance with Sections 5.2(i) and 5.3 of Article 5 of this Agreement.

## **ARTICLE 10**

## **RECORDS**

The MBTA shall retain and keep available to Massport all books and records relating to this Agreement for a period of not less than seven (7) years following the termination of the Agreement. Upon seven (7) days advance notice, Massport or a representative on behalf of Massport shall have the right to inspect, review and/or audit, during normal business hours, in conformity with generally accepted auditing standards, the accounts, books, records and activities of the MBTA necessary to determine compliance by the MBTA with the provisions and requirements of this Agreement.

Beginning on a date mutually agreed to by the Parties, detailed information regarding utilization and performance will be shared with Massport on a monthly basis, which may include the following items:

- Average daily inbound and outbound passenger volumes by day type
- Rate of ontime performance by time of day/trip
- Trip run times by time of day/trip
- Buses in service by time of day
- Service hours
- Load factors by time of day/trip
- Share of trips using MPA purchased buses
- Time % running electric
- Service hours and average day in service for all MPA purchased buses

The data elements and format of said information is to be mutually agreed upon by the parties and finalized as soon as practicably possible after the execution of this Agreement.

## **ARTICLE 11**

### **DEFAULT, REMEDIES, AND TERMINATION**

11.1 Event of Default. Unless otherwise agreed to by the Parties, the occurrence of any of the following events shall constitute an event of default (“Event of Default”), unless within thirty (30) days following notice of such default from a nondefaulting agency to the defaulting agency, the defaulting agency shall cure such default. The Events of Default are as follows:

- (a) Failure to make timely payment or disbursement required pursuant to this Agreement; or,
- (b) Failure to perform or observe any other requirement of this Agreement.

2. Remedies. Upon the occurrence of an Event of Default, the nondefaulting agency may initiate one or more of the following remedies:

- a. Informal Resolution. Within fourteen (14) calendar days of written notice of any agency of the existence of an Event of Default, representatives of the agencies shall meet to resolve the matter.

- b. Formal Resolution. Within fourteen (14) calendar days of written notice of any agency of the initial meeting, the agencies shall submit, within (14) days, the dispute to a mediation service mutually agreeable to the Parties, and participate, in good faith, in attempting to mediate the dispute for a period of at least thirty (30) days from submission of the dispute to the mediation service.

11.4 Termination by Either Party. Either Party may elect to terminate this Agreement by thirty (30) days written notice to the other, in which event the MBTA shall immediately deliver possession of the Massport Buses to Massport at a mutually agreed upon location and time, in good, clean and full working order, together with all repair records maintained in accordance with Article 10. The MBTA shall deliver possession of the Massport Buses with license plates, tags, certificates of title or registration and any other necessary vehicle registration tags or documents evidencing registration of the Massport Buses.

## **ARTICLE 12**

### **FEES**

For so long as the MBTA continues to operate the Massport Buses pursuant to this Agreement, the MBTA shall pay to the appropriate state or local agency or authority any and all fees associated with the licensing and/or registration of the Massport Buses. The MBTA shall deliver documentation of such licensing and registration to Massport without any reimbursement for any fees paid therefore by the MBTA. MassPort shall pay any and all fees required by an election to register title of the Massport Buses in its own name in accordance with Article 1, Section 1.3.

## **ARTICLE 13**

### **COMPLIANCE WITH CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS**

The MBTA shall not discriminate against any person, employee, or applicant for employment because of the person's membership in any legally protected class, including, but not limited to, that person's race, color, religion, creed, national origin, ancestry, citizenship, sex, gender identity, sexual orientation, pregnancy, genetic information, age (40 years and over), handicap, disability, or veteran status in the operation of the Massport Buses or in the provision of the AITC services. The MBTA shall not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in, a uniformed military service of the United States, including the National Guard, on the basis of that membership, application, or obligation in the operation of the Massport Buses or in the provision of the AITC services.

The MBTA shall comply with all federal and state laws and Authority regulations pertaining to civil rights, nondiscrimination, and equal opportunity, including executive orders and rules and regulations of appropriate federal and state agencies, to the extent applicable, and as such laws,

orders, rules, and regulations may be amended in the operation of the Massport Buses or in the provision of the Airport services.

## **ARTICLE 14**

### **MISCELLANEOUS PROVISIONS**

#### 1. NonExclusive

This Agreement does not confer upon the MBTA an exclusive right to provide bus services at the Airport and it shall not be a breach of this Agreement if Massport, or any other entity with which Massport has an agreement, shall provide bus services, provided that the MBTA's rights under this Agreement are not impaired.

#### 2. Compliance with Law

The MBTA shall comply with all federal and state laws, and municipal regulations and ordinances if applicable, including all amendments or additions thereto now in existence or hereafter enacted including, without limitation, the rules and regulations of Massport and all agreements between the MBTA and any federal agency or authority pursuant to 49 U.S.C. §5333(b) and (c) (1988) formerly known as 13(c) of the Urban Mass Transportation Act of 1964, which may apply to the operations of the MBTA and to the services provided hereunder. The MBTA shall also obtain any and all necessary licenses and permits relating to the performance of its obligations under this Agreement. Compliance with all laws shall include, without limitation, full certification and approval by applicable governmental entities of the MBTA's drivers. The MBTA agrees to make available to Massport, upon request, copies of all relevant agreements and applicable permits and driver certifications.

#### 3. Agreement with United States

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Massport and the United States. The MBTA shall reasonably abide by the requirements of agreements entered into between Massport and the United States, and shall consent to amendments and modifications of this Agreement if required by such agreement or if required as a condition of Massport's entry into such an agreement. Notwithstanding the foregoing, if MBTA determines, in its sole discretion, that it cannot consent to such amendments or modifications, such action shall not constitute an Event of Default pursuant to this Agreement.

#### 4. Trust Agreement

The MBTA acknowledges that Massport is a party to a certain Trust Agreement dated as of the first day of August, 1978, between Massport and the holders of bonds issued by Massport and the State Street Bank and Trust Company, as Trustee. The MBTA agrees to consent to amendments or modifications to this Interagency Agreement reasonably required in the opinion of legal counsel to Massport, who shall have recognized expertise in bond matters to assure Massport's compliance with its obligations thereof; or with the obligations of successor or additional Trust Agreements into which Massport may enter in the course of issuing additional bonds or refunding bonds as permitted by law. Notwithstanding the foregoing, if MBTA determines, in its sole discretion, that it cannot consent to such amendments or modifications, it may terminate this agreement in accordance with Section 11.4 and such action shall not constitute an Event of Default pursuant to this Agreement.

5. No Personal Liability

No member, manager, director, officer or commissioner of Massport or the MBTA or employee of either Party shall be charged personally or held contractually liable by or to the other party under any term of this Agreement or because of any breach thereof or because of its execution or attempted execution.

6. No Waiver

Any failure by either Party to assert its rights for or upon any default of this Agreement by the other Party shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder.

7. No Assignment or Subcontracting

The rights, duties and obligations of the parties to this Agreement shall not be assigned, delegated or subcontracted, without the other party's prior written approval.

8. The MBTA's Employees to Work in Harmony

Massport and the MBTA covenant that its employees shall be able to work in harmony with all elements of labor employed at the Airport.

9. Interpretation of Agreement: Amendment

This Agreement, including Exhibits attached hereto at the time of its execution, constitutes the entire Agreement between the Parties hereto, and all prior agreements covering the rights and privileges set out herein are superseded by and merged into this Agreement. The Article and Section headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Agreement or any term thereof. This Agreement may be amended only by a written instrument executed by Massport and the MBTA. This Agreement shall be deemed to be made and construed in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement or any application thereof shall be held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. Governing Law; Waiver of Jury Trial

The laws of the Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Agreement. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be the county in which the Airport is located, or the United States District Court having jurisdiction over such county. The MBTA and Massport hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other or any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of Massport and the MBTA created hereby.

11. Limitation of Damages

Neither Party shall be held liable by the other, under any circumstances for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits.



12. Cumulative Remedies

The specific remedies to which Massport and the MBTA resort under the terms of this Agreement are cumulative, and are not intended to be exclusive of any other remedies or means of redress which either party may be lawfully entitled to seek in case of any breach, or threatened breach, by either party of any provisions of this Agreement.

13. Days

All references to "days" in this Agreement, unless otherwise specified, shall be considered calendar days.

14. Bus Warranties Massport

As provided in Section 1.3, the MBTA shall certify to Massport that the Massport Buses have been manufactured in accordance with the contract between the MBTA and New Flyer and the Design Criteria. Such certification shall be deemed to be a warranty from the MBTA to Massport identical to the warranties and representations made by New Flyer to the MBTA in the New Flyer contract. All of the protections afforded to the MBTA under the New Flyer contract, without limitation, shall also extend to and operate for the benefit of Massport. As set forth in Section 1.1., the MBTA shall assert any warranty and/or performance claim(s) against New Flyer for the Massport Buses it operates and maintains in the AITC service. The MBTA shall not take any action that impairs the warranties provided by New Flyer to the MBTA.

15. Notices

Whenever by the terms of this Agreement notice shall or may be given either to Massport or the MBTA, such notices shall be in writing and shall be by handdelivery or certified mail, postage prepaid:

If intended for Massport, addressed to:

Massachusetts Port Authority Ground Transportation Unit  
One Harborside Drive, Suite 200S  
East Boston, MA 021282909  
Attn: Assistant Director, Transportation Operations

with a copy to:

Massachusetts Port Authority  
One Harborside Drive, Suite 200S  
East Boston, MA 021282090  
Attn: Chief Legal Counsel

If intended for the MBTA, addressed to:

Assistant General Manager, Bus Operations  
Massachusetts Bay Transportation Authority  
45 High Street  
Boston, MA 02110

and with a copy to:

Massachusetts Bay Transportation Authority  
Ten Park Plaza  
Boston, MA 021163974  
Attention: General Counsel

(or to such other address or addresses as may from time to time hereafter be designated by the MBTA by like notice); all such notices shall be effective upon delivery.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

THE MASSACHUSETTS PORT AUTHORITY

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

Ann Buckley  
Assistant Secretary/Treasurer

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

THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

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

Its: \_\_\_\_\_

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

## **LIST OF EXHIBITS**

- Exhibit A: AITC and Transitway Service Description
- Exhibit B: Massport O&M Cost Calculation
- Exhibit C: Blended Fare Calculation
- Exhibit D: Airport Service Plan
- Exhibit E: Airport Contingency Plans
- Exhibit F: Preventative Maintenance and Inspection Program

**Exhibit A**  
**Description of Transitway & AITC**  
**Service**

The South Boston Piers Transitway refers to shared infrastructure originally designed to support one of three subnetworks of routes for what would become the Silver Line bus rapid transit system. The Transitway supports the SL1 Logan Airport route, which was formally named the Airport Intermodal Transit Connector (AITC), as well as the SL2 originally named Boston Marine Industrial Park (BMIP). The Transitway continues to support the AITC route, as well as additional routes either originally planned, since modified, and/or added to the MBTA Silver Line system.

Two additional subnetworks in the original Silver Line plan included a bus rapid transit system between Nubian Station and downtown via Washington Street and a route connecting South Station and the Washington Street service.

The MBTA has subsequently made additional enhancements to the Silver Line network and system, including the SL3 extension from South Station to Chelsea.

The Transitway begins at a Transitway station constructed within South Station. This station allows transfer connections with the MBTA Red Line subway, MBTA Commuter Rail, intercity rail and intercity bus services. An underground bus loop extending beneath Atlantic Avenue permits turnaround of vehicles using the Transitway at South Station. The Transitway tunnel is located above the Red Line tunnel at South Station.

From South Station, the Transitway underground alignment continues in a northeast direction under Summer Street and Congress Street. At Congress Street, the alignment turns east at the approximately the corner of the Harborwalk and Congress Street. The alignment crosses under Fort Point Channel and runs underground and approximately parallel to Seaport Boulevard up to approximately Boston Wharf Road, and includes the underground Courthouse Station. Near Boston Wharf Rd, the alignment turns southeast cutting diagonally under Pier 4 Boulevard, before shifting eastward again at Congress Street and the I90 ramps. The Transitway then continues underground and parallel to Congress Street with a stop at World Trade Center Station at the corner of Congress Street and World Trade Center Avenue.

East of World Trade Center Station, the Transitway surfaces, crossing D Street onto Silver Line Way. From Silver Line Way, various surface routes, including the AITC, operate to their respective termini. Discussions are underway to consider physical alterations to the intersection with D St, which would permit right turns into or out of the Transitway tunnel at D St and allow a more direct trip to/from East Boston or Chelsea for the SL1 or SL3, respectively.

**EXHIBIT "B" In Proposed Contract  
 ALLOCATED COST OF PROVIDING SILVER LINE SERVICE TO LOGAN AIRPORT  
 AS A PERCENTAGE OF TOTAL SILVER LINE PHASE II (WATERFRONT) COSTS  
 BASED ON FY 2023 ACTUAL EXPENSES**

	<u>All Phase II Service</u>	<u>SL1 Allocation</u>	<u>SL1 Service Only</u>
<u>SL1 Service - Operating Costs:</u>			
(S. Station to Logan Airport)			
<u>Transportation -Payroll Costs:</u>			
Operators - Labor Costs (incl. Fringe)	\$6,764,523	34.87%	\$2,358,945
Inspectors - Labor Costs (incl. Fringe)	\$1,435,005	34.87%	\$500,419
	\$8,199,528		\$2,859,364
<u>Vehicle Costs:</u>			
Maintenance - Labor Costs (incl. Fringe)	\$1,804,906	34.87%	\$629,412
Maintenance - Part Costs	\$644,687	34.87%	\$224,817
Fuel, Oil, Misc. Maintenance Costs	\$314,167	34.87%	\$109,557
	\$2,763,760		\$963,787
Traction Power	\$416,018	34.87%	\$145,075
Daily Cleaning, Fueling and Vaulting (for the 8 Massport SL Buses Only)	\$262,931	100.00%	\$262,931
	\$3,179,778		\$1,371,793
<u>Total Cost of Providing SL1 Service:</u>			\$4,231,158
Massport % Share of SL1 Operating Costs (Airport Service Only)			76.06%
<u>SL1 Airport Service - Operating Costs:</u>			\$3,218,219
(SL Way Station to Logan Airport)			
<u>Airport Passenger Fare Revenue to Massport:</u>			
(SL Way Station to Logan Airport)			
Est. FY 2023 revenue collected from SL1 commuters traveling to Logan Airport (associated with travel between SL Way Station and Logan Terminals) 657,964 riders x \$1.749 Blended Fare x 76.06% (SL Way - Logan)			(\$875,283)
<u>FY 2023 SL1 Operating Costs - Net of SL1 Fare Revenue</u>			<b>\$2,342,936</b>

**Exhibit C**  
**Massport SL1 Blended Rate Calculation**

**Massport SL1 Blended Fare Calculation**  
All Data September 1 September 30, 2023

	South Station	Courthouse	World Trade Center	Silver Line Way	Logan Terminals
<i>AFC device type</i>	<i>faregates</i>	<i>faregates</i>	<i>faregates</i>	<i>farebox</i>	<i>N/A: fare-free</i>
Total AFC Validations, by fare product type					
Stored Value	119,646	16,381	10,311	1,836	0
LUMs	47,590	3,664	3,842	116	0
Pass Products	108,536	21,662	14,936	2,930	0
Cash	0	0	0	761	0
<b>TOTAL</b>	<b>275,772</b>	<b>41,707</b>	<b>29,089</b>	<b>5,643</b>	<b>0</b>
\$ Average Amount per Validation, by fare product type					
Stored Value	\$2.03	\$2.15	\$2.05	\$2.21	
LUMs	\$2.03	\$2.15	\$2.05	\$2.21	
Pass Products	\$1.92	\$1.92	\$1.92	\$1.92	
Cash				\$0.90	
<b>\$ Amount of Validations: Total</b>	<b>\$547,559</b>	<b>\$84,848</b>	<b>\$57,739</b>	<b>\$10,627</b>	<b>\$0</b>
Percentage of Boardings by Station that Ride SL1	6.0%	26.1%	23.0%	100%	100%
<b>\$ Amount of Validations: SL1</b>	<b>\$33,021</b>	<b>\$22,103</b>	<b>\$13,283</b>	<b>\$10,627</b>	<b>\$0</b>
<b>SL1 APC Boardings<sup>1</sup></b>	48,007	21,374	2,979	2,448	51,061
<b>SL1 Average Revenue per APC Boarding</b>	<b>\$1.06</b>				\$0.00

<sup>1</sup>In September 2023, the MBTA bus systemwide ratio of AFC validations to AFC boardings was 62%. The SL1 AFC/APC ratio was 53%, due in part to the fact that the SL1 blended rate does not consider fares paid by passengers making a “behind the gate transfer” in either direction between the SL1 and the Red Line at South Station. For the purposes of calculating the blended rate, Massport and the MBTA agree to exclude these “behind the gate transfer” validations in either direction. As these transfers are captured in APC counts but not in AFC transaction counts at South Station, they have the effect of weighing the observed AFC / APC ratio down at South Station.

## **Exhibit D Airport Service Plan**

### **Hours of Service**

In general, Airport Silver Line Service will begin at approximately 5am and will end at approximately 1:30am

### **Frequency**

In 2024 Airport service will operate every 10 minutes or better during Airport peak periods and every 15 minutes or better during Airport offpeak periods. Massport and the MBTA will continue to collaborate towards continuous improvement on the SL1, including by making seasonal and peak demand adjustments to headways. On a quarterly basis, Massport the MBTA will meet to review opportunities for service improvements.

### **Peak Demand Periods**

Peak periods, in terms of Airport operations, refer to peak demand periods at Logan Airport. These periods are preliminarily defined as shown below.

#### **Weekdays**

Peak: Off- 7:00am to 7:59pm  
Peak: Beginning of service to 6:59am  
8:00pm to end of service

#### **Weekends**

Peak: Off- None  
Peak: Beginning of service to end of service

#### **Peak Seasonal Demand Weeks**

Peak: Beginning of service to end of service  
OffPeak: None

During Airport peak travel periods and seasons, the SL1 will operate at less than 10 minute headways from the beginning of service to the end of service, if feasible.

The Airport experiences Peak Seasonal Passenger Demand during the following weeks:

New Year's  
February school vacation week  
April school vacation week  
Easter  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving  
Christmas

## Routing

Airport Service between World Trade Center and Logan Airport will be limited to the most direct possible route. Upon arrival at the airport, airport buses will circulate around the arrival level (lower roadway) curbs and serve all designated terminal stops. All boardings and alightings occur on this single loop.

In the future, if Massport determines that a doubleloop is feasible (either on the same roadway level or on separate upper and lower level loops), the parties will examine that opportunity.

## Layover Areas

Areas will be provided by Massport for vehicle layover and staging, so that those vehicles needing to layover to maintain appropriate headways can do so.

The MBTA plans to operate the AITC according to the following service hours and schedules:

	First Trip Departs at:	Last Trip Arrives at	Approximate Peak Frequency
Weekday Inbound from Logan	5:39 am	1:35 am	Before 7am: ≤15 mins 7am8pm: ≤10 mins After 8pm: ≤15 mins
Weekday Outbound to Logan	5:35 am	1:20 am	
Saturday Inbound from Logan	5:48 am	1:39 am	All day: ≤15 mins
Saturday Outbound to Logan	5:45 am	1:12 am	
Sunday Inbound from Logan	5:50 am	1:35 am	All day: ≤15 mins
Sunday Outbound to Logan	6:18 am	1:15 am	

AITC schedules are subject to change based on seasonal and other factors, and may be impacted by funding and operational agreements between Massport and the MBTA on fleet size and levels of service.



**Exhibit E**  
**Airport Contingency Plans**

**Airport Emergency Response**

In the event Massport notifies the MBTA (orally or in writing) of an Airport emergency, the MBTA shall immediately suspend the Airport Service and shall provide only such service as is directed by the Director of Aviation or his designee (orally or in writing).

Airport Service shall recommence within twentyfour (24) hours of receipt of notice from the Director of Aviation or his designee (orally or in writing) of the end of the Airport emergency.

Any action initiated by Massport under this action, shall be documented in writing within 24 hours. Point of contact for MBTA shall be Operations Control Center/Central Control Emergency Dispatcher (Tel: 6172225777). Point of contact for Massport shall be the Director of Aviation or his designee.

**Transitway Tunnel Emergency**

In the event that the Transitway tunnel is not functioning for a period of 30 minutes or more due to an emergency or some other reason, the MBTA will implement an alternative busing operation that will approximate Airport Service via South Station, Courthouse Station and World Trade Center Station to the terminals at Logan Airport.

**Exhibit F**  
**Preventative Maintenance and Inspection (PMI) Program**  
**New Flyer SR2595 XDE 60' Hybrid Bus**

**Note:** The information below is a summary of the services performed by a mileagebased schedule. As with all maintenance performed by the MBTA, we follow the OEM recommended intervals and required maintenance operations. Attached is the entire PM suite for all mileages up to 72k when the PM schedule reverts to the initial 6K PM inspection.

**6K PM Inspection (To be performed at 6, 18, 30, 42, 54, and 66k Mile Intervals):**

Perform a visual and functional inspection and where needed lubrication and/or service of all vehicle systems and components including: All exterior and interior lights, panels, windows and doors, tires and wheels, destination signs, passenger and operator seating, passenger signals, wheelchair seating and securements, grab rails and stanchions, interior and exterior mirrors, emergency window operation, all operator surround functions (lights, defroster, steering wheel, etc.), wheelchair ramp, HVAC operation, Amerex fire suppression system, ensure wheel chocks, triangles and fire extinguisher are present and in compliance, engine compartment, exhaust emissions system, cooling system, low voltage battery and cable condition, hybrid propulsion traction motor and generator, HV cables for routing, securement, and/or damage, EMP radiator and fan operation, function of the auxiliary heater, front and rear axles, driveshafts, inspection of frames and undercarriage structure, articulated joint, air brake lines, tanks and brake function, all steering and suspension components, fuel tank and system, rooftop inspection of hybrid propulsion components (MPCS, MAPS, Hybrid Battery Enclosure and cables, etc.), hybrid cooling packages, roof structure and securements. View and record any active engine, hybrid or vehicle faults. Download an image from the Cummins engine and record the aftertreatment history and/or historic fault codes and report if any repairs are warranted. Engine compartment and rear of bus to be pressure washed.

Additionally, the following procedures are also performed:

- Drain and replace engine oil and filter
- Replace primary and secondary fuel filters
- At initial 6K interval, the hybrid traction motor oil and filter are to be replaced (Next interval would be at 72K)
- Service the HVAC return air filter
- Replace the defroster filter
- Replace floor heater filters
- All wheels to be torqued to manufacturers spec
- Primary and secondary air filter to be replaced if indicated by restriction gauge

**12K PM Inspection (To be performed at the 12k and 60k Service Interval)**

**An entire 6k inspection as well as the following:**

- Grease the front axle kingpins
- Replace engine coolant filter

### **24k PM Inspection (To be performed at the 24 and 48k Service Interval)**

#### **An entire 12K inspection as well as the following:**

- Replace Power Steering Fluid and Filter
- Replace Engine Crankcase Filter

### **36K PM Inspection**

#### **An entire 12K inspection as well as the following:**

- Perform a wheel off inspection
- Replace rear differential gear oil
- Clean and/or replace ESS battery filter

### **72k Inspection**

#### **An entire 36K inspection as well as the following:**

- Replace BAE Traction Motor Oil and Filter
- Remove brake pedal, Clean, and inspect, roller and pin, hinge pin and plunger. Lubricate with Bendix Grease #246671
- Perform Articulated joint 3 year service. (Retorque per service manual @ 72 K)
- Replace the air compressor inlet filter

**In addition to these mileage-based inspections, Winter and Summer seasonal inspections are performed to ensure the reliability of the fleets HVAC, Air, auxiliary heater and cooling systems.**

#### **Winterization Inspection Summary**

- Verify Drivers Defroster operation
- Check condition of cooling system
- Check air compressor operation and grease Powerex compressor
- Replace wiper blades
- Replace/Rebuild Air Dryer
- Test and verify function of Auxiliary heater, replace fuel nozzle, fuel filter and intake filter
- Perform check of ThermoKing check of A/C system

#### **Summerization Inspection Summary**

- Perform check and service of ThermoKing A/C system
- Check operation of HVAC booster Pump
- Test and verify function of Auxiliary heater
- Check air compressor operation and grease Powerex compressor

**All Buses also have the annual Massachusetts State Inspection performed by our in-house licensed Inspectors**