

# NOTICE OF REQUEST FOR PROPOSALS

Lake Transit Authority (LTA) is requesting proposals for management, operations and maintenance services for its Lake Transit public fixed route and paratransit services in Lake County, California. Firms interested in making proposals should obtain the detailed Request for Proposals by contacting:

Lake Transit Authority RFP  
525 S Main Street, Suite G  
Ukiah, CA 95482; or,

E-mail: [ldaveybates@dbcteam.net](mailto:ldaveybates@dbcteam.net)

**Proposals will be received at the above address until 5:00 p.m. PST, Wednesday, April 9, 2025.** The delivery telephone for proposals in (707) 263-7868. Proposals must be clearly marked "Lake Transit RFP".

A pre-proposal conference will be held on Monday, March 17, 2025, at 1:30 p.m. in the Lamkin-Sanchez Transit Operations Center, 9240 Highway 53, Lower Lake, CA. A virtual option via Zoom will be available for those unable to attend in person. The Zoom information will be sent by LTA upon request.

All proposals and related documents shall be subject to a federal financial assistance agreement between LTA and the California Department of Transportation pursuant to the Federal Transit Act, as amended, and terms and conditions established under that Act would apply. All offerors will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Successful offeror will be required to comply with all applicable safety and health standards, and Equal Employment Opportunity laws and regulations.

LTA hereby notifies all offerors that it will affirmatively ensure that Disadvantaged Business Enterprises and Small Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Contractor shall document their efforts to obtain DBE and small business participation.

LTA reserves the right to accept or reject any or all proposals.

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# REQUEST FOR PROPOSALS

## *Management, Operations and Maintenance Services for Lake Transit Authority Fixed Route and Paratransit Services*

### **I. DESCRIPTION OF THE PROJECT**

#### **A. Area Profile**

Lake County lies within the coastal range of mountains approximately 100 miles north of San Francisco and 35 miles east of the Pacific Ocean. It is bounded by Mendocino County on the west, Sonoma and Napa Counties to the south, and Yolo, Colusa and Glenn counties on the east. State Highway 20 connects the area with both U.S. 101 and Interstate 5. The County's most prominent geographical feature is Clear Lake, which covers approximately five percent of the County's land area.

The largest income producing industries are agriculture, located primarily in the lowlands to the west and southwest of Clear Lake, tourism, and geothermal development, located in the mountainous terrain in the southwestern portion of the County. The State Department of Finance population estimate for Lake County as of January 2024 is 67,001. Clearlake, population 16,553, is the larger of two incorporated cities. Lakeport, the county seat, has a population estimated at 4,982. The population increases during the summer months with the influx of tourists as well as seasonal residents and employees. It is estimated that 20 to 25 percent of the existing houses in the County are second/vacation homes and are occupied for only a portion of the year. There are seven tribes in Lake County of which five have land and four have established casinos. Portions of Lake County include public lands managed by the Department of Forestry, Bureau of Land Management, State Parks Department and other agencies.

Lake Transit Authority (LTA), a joint powers public agency, was established in February 1996 to administer public transit services for the Lake County area. Its members include the City of Clearlake, City of Lakeport and County of Lake. The LTA finances transit services through a combination of passenger fare revenue, Transportation Development Act (sales tax) funding, and Federal Transit Administration funding including Section 5310 and Section 5311 funds.

Since its inception, LTA has contracted with the private sector to provide for all of its administrative, planning, management and operational needs. Davey-Bates Consulting provides administrative and general management services to LTA. Paratransit Services has provided operations and maintenance services since July 1, 2007. The existing agreement with Paratransit Services is very similar to the Draft Agreement attached as part of this RFP.

## B. Goals of the Procurement

LTA is committed to providing safe, high quality public transit services to Lake County residents and visitors. Although ridership and productivity declined during the pandemic, LTA demonstrated this commitment with extraordinary measures such as free fares and hazard bonuses for operations and maintenance staff. Despite consistent ridership growth since the Spring of 2021, ridership and productivity remain below pre-pandemic levels.

The priorities for this procurement include:

1. Retention and development of a qualified pool of professional operations and maintenance staff to assure transit system safety and reliability. LTA advises potential contractors that effective July 1, 2025, LTA will terminate an existing \$1.50 per hour “hazard bonus” that has been paid to dispatchers, drivers, and mechanics. OFFERORS should take this into consideration when developing proposals.
2. Effective plans to reduce insurance expense and preventable accidents.
3. Improve productivity of existing LTA Dial-A-Ride services, or implement alternative(s) that comply with DA complementary paratransit service requirements.
4. Continue to improve ridership and productivity of Lake Transit services, including consideration of opportunities such as implementation of micro-transit.

## C. Lake Transit Authority Services

Lake Transit Authority services are comprised of public transit fixed route, flex route, and paratransit service. Public transit services currently total an estimated 31,160 vehicle revenue hours annually but are expected to be reduced to a lower service level of approximately 30,500 annual hours early by the Spring of 2025.

Exhibit “E” of the Draft Agreement, which is attached to this RFP, is a copy of the published Lake Transit Rider’s Guide. The Rider’s Guide serves as a ready reference to the current public transit services to be provided. Note that all services operate Monday-Saturday except for Routes 2 and 4A, which operate Monday-Friday. All routes operate reduced hours on Saturdays. LTA routes and services include:

- **Lakeport Dial-A-Ride** operates during the same days and hours as Route 8 – the Lakeport City route. Eligibility is limited to elderly (65 and over) and passengers who are eligible for ADA paratransit services. The service operates primarily on a one-day advance reservation basis, but provides same day reservations on a space available basis. Lakeport Dial-A-Ride service operates approximately 2,300 vehicle revenue hours annually to carry about 1,800 passengers. It is anticipated that service may be absorbed into a route deviation service in the Spring of 2025.
- **Clearlake Dial-A-Ride** operates during the same days and hours as Routes 10 and 11 in Clearlake and the adjacent community of Lower Lake. Eligibility is limited to elderly (65 and over) and passengers who are eligible for ADA

paratransit services. The service operates primarily on a one-day advance reservation basis but provides same day service on a space available basis. Clearlake Dial-A-Ride service currently operates approximately 1,750 vehicle revenue hours annually to carry about 1,700 passengers.

- **Local Fixed Routes**
  - **Route 8 - Lakeport** serves Lakeport, the North Lakeport unincorporated area including Sutter Lakeside Hospital, and the Big Valley Rancheria including the Konocti Vista Casino. Route 8 connects at Sutter Lakeside Hospital with Northshore Route 1, and with Routes 4, 4A, and 7 at the Library Park bus stop at Third & Main Streets.
  - **Routes 10 - Clearlake/Clearlake Park - North Loop** is one of two routes that serve the Clearlake/Lower Lake area. All of the Routes 10 and 11 feature timed transfer at the Big 5 Sporting Goods/Walmart transfer point. Route 10 provides service between the Clearlake Park area and most popular destinations.
  - **Route 11 - Clearlake - The Avenues** serves the primarily residential area east of Highway 53 called "The Avenues". It provides service to the Avenues with fast service to most commercial areas.
- **Regional "Flex" Routes** connect sparsely populated rural areas to larger communities and intercity/interregional service. These areas have few bus stops and "Flex" service provides route deviation for elderly and disabled passengers.
  - **Route 2 - Highway 175 - Kit's Corner to Middletown** operates along the Highway 175 corridor serving the Cobb Mountain area and connecting at Kit's Corner with Routes 4 and 4A, and at Middletown with Route 3.
  - **Route 4A - Soda Bay - Kit's Corner to Lakeport.** Route 4A serves the Soda Bay Road corridor, the Konocti Vista Casino, and the towns of Finley and Kelseyville. It is interlined with Route 2 at certain times of the day, and requires timed transfers with Route 4 at other times.
- **Intercity - Interregional Routes** are long distance, limited stop routes that accommodate luggage and make connections to Greyhound, Amtrak, and long-distance transit routes in Napa and Mendocino counties. These routes operate under an FTA Section 5311(f) Intercity Bus grant agreement with Caltrans, making it a priority to connect with long distance carriers. Schedules that have long-distance connections do not deviate, but certain schedules that operate only within Lake County are designated for Flex stop service.
  - **Route 1 - North Shore** operates along the North Shore of Clear Lake between Clearlake and Lakeport. It connects the communities of Clearlake Oaks, Glenhaven, Lucerne, Nice, and Upper Lake with the two cities, and also connects at Upper Lake with the Route 7 service to Ukiah.
  - **Route 3 - Highway 29 - Clearlake to Deer Park** is operates between Clearlake, Middletown, Calistoga, St. Helena, and St. Helena Hospital at Deer Park. It connects with Napa VINE service at Calistoga.

- o **Route 4 - South Shore** is interlined with Route 7 to provide a continuous long-distance route between Clearlake and Ukiah. The Route 4 segment operates between Clearlake and Lakeport along Highway 53 and Highway 29.
- o **Route 7 - Lakeport - Ukiah** is a limited stop fixed route between Lakeport and Ukiah. Route 7 is interlined with Route 4 at Lakeport to provide continuous service from Clearlake.

Lake Transit routes connect at several locations. The primary transfer point is located adjacent to Big 5 Sporting Goods, across the parking lot from Wal-Mart, in Clearlake. This is approximately one mile from the Lamkin-Sanchez Transit Operations Center. Most route schedules originate from this location. It is expected that these transfers will be moved to a new Lake County Interregional Transit Center to be constructed in 2027 at the nearby corner of Dam Road Extension and South Center Drive.

Several routes connect at Third & Main Street in Lakeport. This is also the origin point for some Route 4 schedules. Two buses are parked at the County Road Yard on Campbell Lane in Lakeport for services that originate in Lakeport, including Lakeport Dial-A-Ride.

Timed schedule connections also occur at Kit's Corner, and at SR 29 and Young Street in Middletown.

#### **D. CTSA Referrals**

The Consolidated Transportation Services Agency (CTSA) for Lake County is Lake Links. Lake Links is a non-profit agency that provides Pay-Your-Pal and Ride-Links programs utilizing volunteer drivers to provide trips for passengers who are elderly or disabled and have difficulty using public transit. Lake Links provides an important resource for passenger referrals when the trip cannot be made on Lake Transit. Lake Links may also refer passengers to Lake Transit when public transit services are a better option. Lake Links provides ADA certification for all transit service in Lake County.

#### **E. Vehicles**

Exhibit "D" of the attached DRAFT AGREEMENT provides a complete list of vehicles owned by LTA and provided to the CONTRACTOR for LTA operation. LTA will initially provide twenty-eight (28) active vehicles, and up to 2 (2) reserve vehicles.

All buses are fully equipped and ready for operation with fare boxes, contactless fare payment equipment, mobile radios, digital video recorder surveillance systems, and wheelchair lifts. To the extent allowable under California Air Resources Board (CARB) rules, replacement 12-18 passenger buses will use gasoline, and larger buses will use diesel fuel. LTA will implement zero-emission buses (ZEBs) as appropriate buses become available.

LTA has available workforce development funding to provide for training of vehicle maintenance and fueling staff. It is LTA's intent to work with the CONTRACTOR to facilitate and provide for training of CONTRACTOR'S employees to gain the necessary knowledge and skills required to maintain a ZEB fleet. It is anticipated that funding support for training would be conditioned upon efforts to assure retention of employees following the investment in training.

## **F. Equipment**

Exhibit "D" of the DRAFT AGREEMENT provides a complete list of equipment owned by LTA and provided to the CONTRACTOR for LTA operation. CONTRACTOR is responsible to provide all other equipment.

## **G. Operations and Maintenance Facility**

LTA will provide an Operations and Maintenance Facility and bus storage yards for the CONTRACTOR to occupy, maintain, and use for activities directly related to the LTA system. Use for other activities, such as private charter operations or outside vehicle repair work, must be authorized in writing by LTA.

The Lamkin-Sanchez Transit Operations Center located at 9240 Highway 53 in Lower Lake was completed in December 2004. The facility is strategically located and appropriately sized for the operation. It includes a dispatch control room, office space, driver ready room, training/conference room, two 55' pull-through service bays, a wash bay, parts storage, and fully paved, fenced, lighted, and video surveilled bus parking. A list of equipment is included in Exhibit "D" of the Draft Agreement. A walk through of the facility will be offered at the pre-proposal conference.

As part of the transition to a zero-emission fleet, LTA acquired funding for and plans to construct hydrogen fueling infrastructure for hydrogen fuel-cell buses. Construction is expected to begin in the Spring of 2027 with the goal of becoming operational by July 1, 2028. The fueling infrastructure will be located at the Operations and Maintenance Facility and will be installed by a third-party contractor. LTA plans to enter into a contract with the installation contractor to provide all of the required major infrastructure improvements and maintenance for the system. The CONTRACTOR will be responsible for any daily maintenance the system may need. Training for this will be provided by the installation contractor and will be funded by LTA.

## **H. Lake County Interregional Transit Center**

The [Lake County Interregional Transit Center](#) is expected to be constructed in 2027 and will require the CONTRACTOR to relocate information and pass sales staff to the new transit center during the third year of the contract contemplated by this RFP. LTA anticipates issuing a separate procurement for maintenance and janitorial services specific to the new Transit Center. Therefore, OFFERORS should NOT budget or include expenses for Transit Center maintenance or janitorial services in their proposals at this time.

## **I. LTA and Contractor Responsibilities**

The LTA will provide overall administration, planning, marketing and monitoring of the system. In addition to vehicles, the LTA will provide the radio communications equipment, certain major equipment for the vehicle maintenance shop, all fare collection equipment and media, bus stop signs, street furniture, and certain Lamkin-Sanchez Transit Operations Center expenses including pass-through expenses for landscape maintenance, water and sewer expense, and major repairs (costing more than \$750 and not due to damage or abuse by contractor).



The CONTRACTOR will provide operations and maintenance management and staff, routine facility maintenance, materials and supplies, specified insurance, and such other work as may be necessary in connection with the operation of the LAKE TRANSIT public transit system in accordance with SCOPE OF WORK of the DRAFT AGREEMENT and DRAFT AGREEMENT EXHIBIT "B" SCOPE OF WORK attached hereto.

## **II. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

The following shall be considered an essential part of this Request for Proposals (RFP).

### **A. General Information**

Proposals are requested by the Lake Transit Authority, referred to as "LTA" or "awarding agency" herein, for the management, operation, maintenance and repair of the Lake Transit Authority fixed route and paratransit bus system. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as "OFFEROR" or "CONTRACTOR".

Incorporated into this RFP is a DRAFT AGREEMENT that specifies the scope of work required. The successful OFFEROR to whom an award is made will be required to enter into an agreement with LTA substantially similar to the DRAFT AGREEMENT. The final AGREEMENT will incorporate changes or revisions necessitated by the RFP process and negotiations and will be subject to review and approval of LTA Legal Counsel and the California Department of Transportation.

The selected OFFEROR will be responsible for meeting all requirements as specified in the DRAFT AGREEMENT, including, but not limited to, employee standards and training, vehicle maintenance and repair, safety, on-time performance, reporting, billing, insurance coverage, appropriate licensing and other federal and/or state legal requirements.

All proposals shall be for the operation, maintenance and repair of the LTA bus system, as specified and in all respects, so that the proposal contemplates and ensures a complete TURNKEY SYSTEM such that nothing remains to be purchased, provided or supplied by LTA, other than as noted within the provisions of this RFP. It is understood by each OFFEROR that this RFP requires, in all cases, all elements of a complete operating system for LTA.

### **B. Tentative Schedule**

The tentative schedule and description of events for this procurement of services is given below:

| <u>Date:</u>   | <u>Event:</u>   |
|----------------|---|
| March 4, 2025  | LTA issues RFP  |
| March 17, 2025 | Pre-proposal Conference. 1:30 p.m. PST  |
| March 18, 2025 | Deadline for submitting written questions to LTA (except for questions submitted at the Pre-Proposal Conference). |

|                      |   |
|----------------------|---|
| March 26, 2025       | Responses to questions distributed  |
| <b>April 9, 2025</b> | <b><u>Proposals due by 5:00 p.m.</u></b> Non-public opening is held.  |
| April 10-15, 2025    | Panel evaluates proposals, determining which are responsive and fall within a competitive range.              |
| April 17-18, 2025    | Panel conducts online interviews of key personnel of Offerors whose proposals are within a competitive range. |
| April 21-24, 2025    | Negotiations, Best and Final Offers, if requested, due by April 24, at 5:00 p.m. PST                          |
| April 29, 2025       | Offerors notified of recommendation for award.  |
| May 14, 2025         | LTA selects contractor and awards contract.   |
| <b>July 1, 2025</b>  | <b>Contractor starts service.</b>   |

These tentative dates, including the service startup date, are subject to change at the sole discretion of LTA.

### C. Pre-Proposal Conference; Questions and Comments

A pre-proposal conference will be held at 1:30 p.m. on Monday, March 17 in the Conference and Training Room, Lamkin-Sanchez Transit Operations Center, 9240 Highway 53, Lower Lake, CA for the purpose of receiving questions and comments pertaining to this RFP and the attached DRAFT AGREEMENT. A virtual option via Zoom will be available for those unable to attend in person. The Zoom information will be sent by LTA upon request. **While attendance at this meeting is not mandatory, it is highly recommended and may be taken into consideration when reviewing proposals.**

Questions and comments may also be submitted in writing:

- a) At the pre-proposal conference; or,
- b) By mail or delivery service to:  
Lake Transit Authority RFP  
525 S Main Street, Suite G  
Ukiah, CA 95482  
Delivery Telephone: 707-263-7868; or,
- c) E-mail to: [ldaveybates@dbcteam.net](mailto:ldaveybates@dbcteam.net)

Unless submitted at the pre-proposal conference, written questions and comments must be submitted by 5:00 p.m. PST on March 18, 2025.

A written response to questions received at the pre-proposal conference and to written questions received by March 18, 2025, will be sent to all parties who have submitted questions, attended the pre-proposal conference, or expressed interest as of March 18, 2025. The written response is expected to be sent by March 26, 2025, as an addendum to this RFP. The addendum will be sent by e-mail, or may be sent by FedEx Express if requested, and posted on LTA's website.

**D. RFP Addenda**

Any changes to the RFP requirements will be made by written addenda and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents and shall prevail over inconsistent provisions of earlier issued documentation.

Addenda will be transmitted by e-mail to OFFERORS at the address provided by OFFERORS and posted to LTA's website. Addenda may be transmitted by FedEx if requested. All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

**E. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of LTA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

**F. Protests**

Protests regarding any aspect of this RFP must be submitted in writing to Contracting Officer - Lake Transit Authority RFP, 525 S Main Street, Suite G, Ukiah, CA 95482 by 1:30 p.m. on March 28, 2025.

Any interested party who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Contracting Officer. The Contracting Officer will inform Caltrans Division of Local Assistance, Office of Transit Grants and Contracts (DLA) immediately of a protest received by Lake Transit Authority that involves a procurement supported by FTA funds administered by DLA.

**a) Protest Procedures**

If a bidder/proposer perceives that a segment of the specifications is either too restrictive for competition or if the bidder/proposer perceives any improprieties in the solicitation or specifications, a written protest must be filed with Lake Transit Authority at least ten (10) business days prior to the due date for proposals. Any protests concerning the award of a contract after the bid opening, or after a public announcement by Lake Transit Authority of a contractor selection decision, or after an evaluation of proposals submitted under an RFP, must be made within five (5) business days after the public announcement in the case of an RFP, in order to permit Lake Transit Authority the opportunity to resolve the issue prior to contract award.

**b) Protests prior to proposal opening.**

Protests regarding any aspect of the attached materials and LTA selection procedures must be submitted in writing (via mail or fax only) to Contracting Officer - Lake Transit Authority RFP, 525 S Main Street, Suite G, Ukiah, CA 95482 – Fax 707-671-7764 by 1:30 p.m. PST on by March 28, 2025. The Contracting Officer will respond to these protests by April 4, 2025 with an addendum to this RFP, by express mail, email and/or fax.

**c) Protests after proposal opening or announcement of award.**

Protests regarding the LTA proposed selection of CONTRACTOR after proposal opening or award announcement must be submitted in writing (via mail, or FAX) to Contracting Officer - Lake Transit Authority RFP, 525 S Main Street, Suite G, Ukiah, CA 95482 – Fax 707-671-7764 by 4:30 p.m., May 2, 2025. The Contracting Officer will respond to these protests by 10:30 a.m. PST on May 13, 2025, with an addendum to this RFP, by express mail, email and/or fax.

**d) Appeals to Caltrans**

Under certain limited circumstances, and after the protester has exhausted all administrative remedies at LTA level, an interested party may appeal to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA Section 5311 grant.

Caltrans' review of any appeal is limited to:

- 1) Violations of Federal or State law or regulations.
- 2) Violations of LTA's protest procedures.
- 3) Failure of LTA to review a complaint or protest.

The appeal filed with Caltrans shall:

- 1) Include the name and address of the protester.
- 2) Identify LTA as the party responsible for the RFP process.
- 3) Contain a statement of the grounds for appeal and any supporting documentation.
- 4) Include a copy of the protest filed with LTA, and a copy of LTA decision, if any.
- 5) Indicate the desired relief from Caltrans.

Such appeals should be sent to:

Department of Transportation  
Division of Local Assistance  
Caltrans Office of Transit Grants and Contracts, MS 39  
FTA Programs Procurement Oversight Branch  
PO Box 942874  
Sacramento, CA 94274-0001

A copy of such appeals should also be sent to Contracting Officer - Lake Transit Authority RFP, Lake Transit Authority RFP, 525 S Main Street, Suite G, Ukiah, CA 95482 – Fax 707-671-7764. Appeals to Caltrans must be received or postmarked ten calendar days (including mailing time) from the date of the protest decision.

**G. Required Proposal Submittal Information**

Proposals must be received by LTA at the location stated in the "NOTICE OF REQUEST FOR PROPOSALS" prior to and **no later than 5:00 p.m. PST**, Wednesday, April 9, 2025. Proposals must be delivered to:

**Lake Transit Authority RFP  
525 S Main Street, Suite G  
Ukiah, CA 95482  
Delivery Telephone: 707-263-7868**

LTA will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to OFFEROR unopened.

Please note that proposals are limited to a total of seventy-five (75) single-sided, letter-sized sheets using a typeface no smaller than 11 point. The seventy-five (75) pages shall include all text pages, tables, figures, exhibits, divider and cover pages, but shall not include required proposal forms, appendices and attachments to the proposal. Offerors are warned against placing material information in appendices and/or attachments.

Each OFFEROR must submit one (1) original signed hardcopy of the proposal, and one (1) electronic copy on a USB flash drive in a sealed envelope(s) marked "Lake Transit RFP" and the name of the OFFEROR. In addition, the Proposal shall be emailed to [ldaveybates@dbcteam.net](mailto:ldaveybates@dbcteam.net). In the event of differences between the signed original hardcopy and the electronic copies, the signed original shall prevail. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto. The person signing the PROPOSAL FORM must initial all corrections in ink.

Proposals must include all required attachments. The electronic (virus free) copy must be a standard Microsoft Windows compatible format (Word, Adobe, Excel etc) readable by Lake Transit Authority. OFFEROR agrees to be fully responsible for any damage caused by any materials submitted.

Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

Each proposal must be accompanied by a bid bond or certified check in the amount of Ten Thousand Dollars (\$10,000). All such security documents provided by OFFERORS shall be held by LTA until an award of contract. Upon award, security documents provided by unsuccessful OFFERORS shall be immediately returned. The successful OFFEROR's bid security will be returned upon the execution of an agreement between LTA and OFFEROR, and the OFFEROR's provision of the required Performance Bond pursuant to this RFP.

If the proposal consists of a "prime" contractor and one or more subcontractors, the OFFEROR shall identify the subcontractors in the areas of their responsibility; but LTA will enter into an agreement only with the prime contractor who shall be responsible for all services required by this RFP and the attached AGREEMENT.

By submitting a proposal, the OFFEROR certifies that their name (as well as the name of any proposed subcontractor) does not appear on the Comptroller General's List of Ineligible Contractors for federally assisted projects.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for ninety (90) days after the final proposal submission date.

## H. Public Records and Confidentiality

The proposals shall be held in confidence and shall not be available for public review (Government Code Section 6254 (h) and (k)) until all negotiations are complete and an LTA meeting agenda is released with a recommendation for award.

Upon release of such agenda, all proposals shall be public records unless the information is exempt from disclosure by law.

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between LTA and the OFFEROR shall be available to the public.

If the OFFEROR believes any communication contains trade secrets or other proprietary information that the OFFEROR believes would cause substantial injury to the OFFEROR's competitive position if disclosed, the OFFEROR may request that LTA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential, and placing the information in a separate tabbed section of the RFP marked "CONFIDENTIAL". The OFFEROR may not designate its entire proposal or bid as confidential. Additionally, OFFEROR may not designate its cost proposal or any required bid forms or certifications as confidential.

Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

" \_\_\_\_\_ (legal name of OFFEROR) shall indemnify, defend and hold harmless the Lake Transit Authority, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that \_\_\_\_\_ (legal name of OFFEROR) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

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

OFFEROR shall not make a claim, sue or maintain any legal action against LTA or its directors, officers, employees or agents in connection with the withholding from disclosure of OFFEROR information.

If OFFEROR does not request that LTA withhold from disclosure information identified as confidential, LTA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to LTA.

## I. Screening, Selection and Award

Screening and selection will take place through the process described below. Contract award will be made to the OFFEROR which (a) meets REQUIRED QUALIFICATIONS OF CONTRACTOR specified in Part III of this RFP, and (b) submits the proposal considered most advantageous to LTA based on the EVALUATION CRITERIA set forth under Part IV of this RFP.

Negotiations may or may not be conducted with OFFERORS; hence, the proposal should include the OFFERORS' most favorable terms and conditions since selection may be made without discussion with any OFFEROR.

The Screening and selection process will be as follows:

Step 1: Sealed proposals will be opened and evaluated to determine compliance with REQUIRED QUALIFICATIONS OF CONTRACTOR. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 2: Responsive proposals will be reviewed by an evaluation panel based on the EVALUATION CRITERIA of this RFP and the weighting assigned thereto. Weighted scores from all panel members will then be added and a percentage value will be calculated and assigned to each proposal. Following such evaluation, a decision will be made whether to recommend award of the contract without further discussion to the OFFEROR receiving the highest score, or to negotiate with OFFERORS within a competitive range. The decision is expected by April 15, 2025.

If a decision is made to conduct negotiations, OFFERORS within a competitive range will be interviewed between April 17-18, 2025. The purpose of such interviews will be to obtain additional information or clarification of OFFERORS' proposals, and to discuss modifications of such proposals.

**At a minimum, the proposed on-site project manager(s) and a senior manager authorized to commit on behalf of the OFFEROR shall be present at interviews.** OFFEROR is strongly encouraged, but not required, to have the proposed Maintenance Supervisor present. Failure to provide the required personnel for the interviews may be grounds for disqualification of the proposal.

OFFERORS may then be given an opportunity to submit "best and final" offers. Such offers, if requested, shall include any modifications made to the original proposals. "Best and final" offers must be received at the following address by no later than 5:00 p.m. PST on April 24, 2025.

**BEST & FINAL TRANSMITTAL ADDRESS:**

**Lake Transit Authority RFP  
525 S Main Street, Suite G  
Ukiah, CA 95482**

**Delivery Telephone: 707-263-7868**

Step 3: The evaluation panel will review "best and final" offers and then, using the same evaluation criteria and weighting system described earlier, provide scores based on the proposal, interviews, negotiations, and best and final offer. Weighted

scores from all members will be added to determine which proposal has the highest score. The evaluation panel will then recommend one firm, based on the results of the final scoring, for LTA Board of Directors approval. Contract award is expected by May 14, 2025.

Each OFFEROR submitting a best and final offer must submit at least one (1) original signed copy of the complete proposal, and one electronic copy on a USB flash drive in a sealed envelope(s) marked "Lake Transit RFP BAFO" and the name of the OFFEROR. In addition, the Proposal shall be emailed to [ldaveybates@dbcteam.net](mailto:ldaveybates@dbcteam.net).

LTA reserves the right to withdraw this RFP at any time without prior notice. Further, LTA reserves the right to modify the RFP schedule described above. LTA also makes no representations that any contract will be awarded to any OFFEROR responding to this RFP. LTA expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility and responsiveness of any OFFEROR and of the suitability of the materials and/or services to be rendered.

#### **J. Attempt to Influence Officials**

With the exception of contacting Lake Transit Authority to ask questions regarding this RFP, any party submitting a proposal shall not contact or lobby any LTA Board member, or any employee, or agent of LTA regarding the RFP. Any party attempting to influence the proposal, submittal and review process through ex parte contact of any LTA official shall have their proposal disqualified.

#### **K. Exceptions**

OFFERORS may not, after exhausting protest avenues, take exception or make alterations to any requirement of this RFP.

#### **L. Alternatives**

If an alternative proposal is submitted, it must be clearly identified as such. No such proposal shall be considered unless it satisfies all requirements of this RFP. LTA expressly reserves the right in its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in LTA'S best interest.

#### **M. OFFEROR's Representations**

In submitting a proposal, the OFFEROR affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that he or she has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR and are a complete statement of his or her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required. The OFFEROR waives any claim for the return of his or her bidder's security, if on account of errors or omissions claimed to have been made by him or her in the proposal, or for any other reason, the OFFEROR should refuse or fail to execute a contract with LTA. The above provisions shall apply equally to any proposal modifications submitted by OFFEROR in a "best and final" offer.



**N. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by OFFEROR in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to LTA; (3) negotiating with LTA any matter related to this RFP; (4) any other expenses incurred by the OFFEROR prior to the date of award, if any, of the proposed AGREEMENT.

LTA shall not, in any event, be liable for any pre-contractual expenses incurred by OFFEROR. OFFEROR shall not include any such expenses as a part of the price proposed in response to this RFP.

**O. Performance Bond**

Within ten (10) calendar days after the award of the contract, the successful OFFEROR will be required to furnish, at OFFEROR'S own expense, a Performance Bond or other surety acceptable to LTA in the amount of \$750,000, as a guarantee of the OFFEROR's full performance under the terms of the AGREEMENT between LTA and OFFEROR. However, LTA reserves the exclusive right to rescind this requirement at any time during the contract period.

**P. Compliance With Laws and Requirements**

By submitting a proposal, OFFEROR certifies that he or she will comply with all local, state and federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, Americans with Disabilities Act, Title VI of the Civil Rights Act, and other laws and regulations applicable to contracts utilizing state and/or federal funds. In connection with this project, the OFFEROR shall not discriminate on the grounds of race, color, or national origin.

**Q. Disadvantaged Business Enterprise Program**

This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In compliance with 49 CFR 26, Caltrans set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is zero percent (0%).

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans' federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.

It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

Proposer shall complete and submit Bidder/Proposer *Disadvantaged Business Enterprise DBE Information ADM-0227F* and/or Bidder/Proposer *Disadvantaged Business Enterprise DBE Good Faith Efforts Documentation ADM-0312*. for detailed information and the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide DBE participation may result in a bid/proposal being rejected as non-responsive.

See Appendix G for more information.

## **R. Interpretation**

The laws of the State of California shall govern all the rights and duties of the successful OFFEROR and LTA under the contract entered into pursuant to this RFP.

## **S. Execution of the Agreement**

If the CONTRACTOR is an individual, he or she shall execute the AGREEMENT personally. If the CONTRACTOR is a partnership, the AGREEMENT shall be executed by all partners, or by a managing general partner lawfully empowered to bind the partnership. If the CONTRACTOR is a limited liability company, a person authorized by the limited liability company to execute written contracts on its behalf must execute the AGREEMENT. If the CONTRACTOR is a corporation, it must be executed by an officer of the corporation, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the AGREEMENT, or if a person other than an officer executes it, there must be attached to the AGREEMENT a certified copy of a resolution of the corporation authorizing such officer or person to execute written agreements for and on behalf of the corporation. If the CONTRACTOR is a joint venture, the AGREEMENT must be executed on behalf of each participating firm by officers or other officials who have full and proper authorization to do so.

## **III. REQUIRED QUALIFICATIONS OF CONTRACTOR (Step 1)**

Proposals for the management, operation and maintenance of the LTA public transit system will be evaluated by LTA to determine whether or not they meet the following required minimum qualifications. ANY PROPOSAL WHICH FAILS ON ANY OF THESE ITEMS MAY BE CONSIDERED NONRESPONSIVE AND MAY BE REJECTED.

### **A. Conflict of Interest/Ineligibility**

Any proposal, which indicates a conflict of interest or is on the Comptroller General's list of ineligible contractors for federally-assisted projects, will be considered non-responsive and will be rejected. OFFEROR must complete and submit with OFFEROR'S proposal, the APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING form which is attached to this RFP as *Appendix A*. Proposals submitted without this certification may be considered non-responsive.

**B. Experience, Personnel and Financial Status**

In order to be considered a responsive OFFEROR, the OFFEROR must have all of the following:

1. The firm or general partner of the firm must demonstrate extensive, recent experience (at least five years) in providing public transit services for systems similar to that contemplated herein. The OFFEROR should demonstrate familiarity with the management and operation of fixed-route and demand response public transit services, including all related tasks such as vehicle control and dispatch, training, safety, vehicle maintenance and repair, and compliance with ADA regulations. A statement of qualifications demonstrating the foregoing and listing the OFFEROR'S experience in the public transit field, together with the names, addresses and telephone numbers of other public transit clients, including **all** other public transit system clients in California shall be furnished with the proposal.
2. The OFFEROR should submit a description of the firm's organizational structure, history, legal status (i.e., partnership, corporation, etc.), list of owners and officers, capabilities and experience, and management philosophy.
3. The OFFEROR must have a satisfactory record of performance, including positive references from other public transit agencies that have recently contracted with the firm.
4. The OFFEROR must have and identify a proposed full-time on-site project manager who, at the time-of-service start-up, has performed well in previous jobs (include resume) and has at least three (3) years recent experience in managing (as either a manager or assistant manager) public transit services similar to those contemplated in this RFP, plus adequate managerial experience in public or private agencies supervising at least 15 full-time-equivalent persons. Managing these services means having direct supervisory responsibility for all facets of operations.

Recognizing the importance of the on-site project manager position to the success of the project, LTA encourages OFFERORS to present up to three (3) project manager candidates, if available. If more than one candidate is presented and LTA conducts interviews, the candidates will be interviewed separately. OFFEROR must provide alternate rate proposals if there would be different contract payment rates due to the various salary requirements of the candidates.

5. The OFFEROR must have and identify a proposed on-site maintenance supervisor/mechanic, or lead mechanic, who must have at least three (3) years journey level experience in the automotive repair trade including at least one year experience working on public transit vehicles similar to those used by Lake Transit Authority. At least one year of experience must be in a fleet environment with a minimum of fifteen (15) transit or other medium or heavy-duty vehicles.
6. The OFFEROR must prove to LTA'S satisfaction that the OFFEROR possesses

sufficient organizational/manpower resources to accommodate turnover in management and other personnel without disrupting operations. Alternatively, the OFFEROR may propose measures that would mitigate such turnover.

7. The OFFEROR's proposal must prove to LTA's satisfaction that there are a sufficient number of qualified personnel dedicated to LTA service to properly operate and maintain the LTA public transit system.

The OFFEROR must submit a proposed staffing plan indicating all management and staff employee positions, the number of full-time equivalent employees at each position (a full-time equivalent employee equals 2,000 work hours), and salary and benefit schedules for each employee classification. OFFEROR must submit a description of the employee benefit package that will be provided including any incentive or motivational programs. The staffing plan should be specific to each of the three years contemplated in the DRAFT AGREEMENT.

Pursuant to Senate Bill No. 158 (California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2), LTA will grant a ten percent (10%) bidding preference to a Contractor who agrees to retain, for a period of at least ninety (90) days, certain employees. Using Appendix B, the California Labor Code Declaration, OFFERORS shall declare, as part of their proposal, whether or not their firm will retain the employees of the prior Contractor for a period of at least ninety (90) days. These transitioned employees must be utilized in similar positions and perform essentially the same services as they did under the previous contractor. "Employee" is defined as any person who works for a contractor under the prior contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation within the meaning of Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). In accordance with Senate Bill No. 158, the following obligations apply:

A successor OFFEROR or subcontractor who agrees to retain employees, pursuant to subdivision (a) [of Senate Bill No. 158] shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.

If a successor OFFEROR determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by seniority within the job classification. In determining those employees who are qualified, the successor contractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor OFFEROR.

Nothing in this section requires the successor to pay the same wages or offer the same benefits provided by the prior contractor.

In accordance with the California Labor Code, the successful OFFEROR or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten (10) days. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor OFFEROR in any superior court having jurisdiction over the successor OFFEROR. Upon finding a violation, the court shall order reinstatement to employment with successor OFFEROR and award back pay, including the value of benefits, for each day of violation.

The existing service contractor will make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to LTA or to any entity that LTA identifies as a bona fide OFFEROR. Appendix C describes the existing personnel, wages, and benefits by position as of January 1, 2025, for drivers, dispatchers, administrative assistants, mechanics, and bus washers. Appendix C is the Collective Bargaining Agreement (CBA) between the existing service contractor and Teamsters Union Local 665.

8. The proposal must demonstrate that the OFFEROR possesses a good operational safety record including satisfactory inspection ratings from the California Highway Patrol or other applicable enforcement agency, by presenting evidence of such record to LTA.
9. The OFFEROR must document OFFEROR's screening and selection program for vehicle operations employees including a proposed alcohol and substance abuse screening program in accordance with the DRAFT AGREEMENT, EXHIBIT "B" - SCOPE OF WORK, Section 2.8.
10. The OFFEROR must propose a comprehensive, ongoing training, safety, and safety awards program for all employees associated with LTA service, with particular emphasis on mechanics, drivers, and personnel associated with telephone information. The training program must be documented in the proposal, including specification of the hours and subject areas to be covered. Training resources must be identified, including the trainers, their qualifications and certifications/licenses held.
11. The OFFEROR must propose an adequate management information system (MIS) to implement and maintain the data collection, accounting and reporting requirements of the DRAFT AGREEMENT. The proposed MIS must include a description of computer resources to be used, if any, including up-to-date software, computer equipment and personnel skilled to use such equipment.
12. The insurance and bonding requirements of this RFP, including the DRAFT AGREEMENT, will be considered minimum requirements and must be complied with in every respect. OFFEROR must state renewal dates and must provide a statement of loss experience for the previous five years. The statement of loss experience must also identify any claims which may be pending at the present time.

13. The OFFEROR must have adequate financial resources or the ability to obtain such resources as required during performance of the AGREEMENT and must present LTA with financial statements, including Income Statement and Balance Sheets covering 2021, 2022, and 2023 years.
14. OFFEROR's proposed allocation of contract resources must demonstrate an understanding of scope of work requirements as described in the DRAFT AGREEMENT and attachments thereto. OFFEROR must submit a detailed budget breakdown on the PROPOSAL FORM.

### **C. Operations & Maintenance Facility Equipment**

The successful OFFEROR shall be required to utilize the operations and maintenance facilities provided by LTA. The Lamkin-Sanchez Transit Operations Center is located at 9240 Highway 53, Lower Lake, CA. OFFERORS will have an opportunity for a walk-through of the facility at the Pre-Proposal Conference.

A list of LTA supplied equipment is included in Exhibit "D" of the sample agreement. The OFFEROR shall provide all other equipment necessary to meet the following minimum requirements.

- Air compressor (may be connected to shop air lines).
- An air conditioning refrigerant recovery system or a proposed air conditioning subcontractor.
- Tire changing equipment or a proposed tire-changing subcontractor.
- Battery maintenance equipment.
- All tools and equipment necessary to perform the preventive maintenance and repair activities required in the DRAFT AGREEMENT.
- Equipment necessary to clean the buses in accordance with the DRAFT AGREEMENT.
- All equipment, unless specifically provided by LTA in Exhibit D of the DRAFT AGREEMENT, for administrative personnel, dispatching and information staff, driver lounge or ready room, and training/safety meetings.

OFFEROR should identify which, if any, of the above activities are to be provided off-site or by subcontractors. In such cases, the off-site or subcontractor facilities must be identified and described. The OFFEROR will also be responsible for electricity and propane consumed at the facility. Appendix E of this RFP provides a one-year history of electricity and propane expenses incurred by the existing contractor.

**D. Maintenance and Repair Program**

To be considered responsive, the OFFEROR must also demonstrate the ability to carry out the complete maintenance and repair program specified in the DRAFT AGREEMENT and particularly EXHIBIT "B" - SCOPE OF WORK, Section 3. The OFFEROR's proposal must document its maintenance and repair record-keeping and accounting system, procedures for administering a preventive maintenance and repair program and for maintaining a parts inventory.

**E. Contract Options**

To be considered responsive, OFFEROR must respond to the following requested contract option.

**Proposal Option: LTA Acquisition of Scheduling/Dispatch Software**

LTA may wish to acquire the OFFEROR's scheduling/dispatch software, if utilized for Lake Transit services, at the termination of this agreement. Offerors are requested to specify the terms, conditions and cost to LTA under which such a transfer of title would be accomplished.

**F. Time Schedule/Transition Plan**

Each OFFEROR shall submit a time schedule and transition plan setting forth the sequence of activities, events and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operations under the new AGREEMENT. The time schedule must provide for the transition to the new CONTRACTOR on July 1, 2025 with no disruption to existing LTA services and with new services smoothly implemented.

**IV. EVALUATION AND SELECTION CRITERIA (Steps 2 & 3)****A. Criteria to Determine Proposals within a Competitive Range (Step 2)**

Responsive proposals will be evaluated in accordance with the following four evaluation and selection criteria, listed in general order of relative importance (exact weighting of categories will be established by the evaluation panel and will not be revealed until after a contractor has been selected).

**1. Price:**

Annual and total contract price (including an assessment of the reasonableness of proposed contract rates, options offered, if any, and the proposed budget allocation of contract resources).

**2. Personnel, Organization & Management:**

Proposed personnel (staffing level in terms of positions and hours, wage and benefit rates, qualifications and experience, approach to retention of existing service personnel, assessment of any labor contractual commitments the OFFEROR may have during and beyond the contract period); proposed training, safety and safety awards program; proposed handling of absentee situations; organizational depth (capability of handling turnover, the level of professional services in the proposal).

Experience and references of the OFFEROR, the on-site manager, and the maintenance supervisor/mechanic; firm's ability to respond to turnover in managers and key personnel. Overall performance on similar projects; contract retention and longevity; initiative and flexibility; safety record (CHP or equivalent safety inspection record and preventable collision accident rates); employee relations record and turnover; financial stability and capabilities; insurance coverages; record on miles between mechanical road calls; consistency of actual versus scheduled preventive maintenance inspections.

**3. Maintenance Program and Equipment:**

Quality of the proposed preventive maintenance inspection (PMI) and repair program, records management, and reporting systems. Proposed quality assurance methods, procedures and practices. Suitability of tools, equipment, inventory, and security.

**4. Technical:**

Proposed dispatch system, including methods, data retention, equipment and staffing.

Proposed management information system.

Understanding and commitment to EEO, DBE, ADA, and Title VI requirements.

Demonstrated understanding of the requirements of this RFP, the DRAFT AGREEMENT and attachments. Overall proposal approach and completeness.

**B. Final Selection (Step 3)**

The above selection criteria, after conducting interviews, negotiations, and receiving best and final offers.



**v. PRICE PROPOSAL FORM**

**The Price Proposal Form is provided as a separate Excel workbook. Please complete the form in Excel, print and sign where indicated, and submit both the printed, signed original and the completed Excel workbook.**

**Lake Transit Authority  
Request for Proposals**

**APPENDIX A**

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**LAKE TRANSIT AUTHORITY  
REQUEST FOR PROPOSALS**

**APPENDIX B**

**ALCOHOL AND CONTROLLED SUBSTANCE CERTIFICATION**

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83,

On behalf of \_\_\_\_\_ (Contractor) I \_\_\_\_\_ (name of authorized representative) CERTIFY the following:

1. \_\_\_\_\_ (Contractor) to which these testing requirements apply, has established and implemented:
  - a. An alcohol misuse testing program, and
  - b. A controlled substance testing program,
2. \_\_\_\_\_ (Contractor) to which these testing requirements apply, has complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, \_\_\_\_\_ (Contractor) to which these testing requirements apply, conducts business in a State that permits marijuana use for medical or recreational purposes, \_\_\_\_\_ (Contractor) to which these testing requirements apply have complied with FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES or will comply with the Federal controlled substance testing requirements of 49 CFR 655.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

LAKE TRANSIT AUTHORITY RFP

APPENDIX C

**CALIFORNIA LABOR CODE DECLARATION**

California Labor Code section 1072 states, "(a) A bidder shall declare as part of the bid for a service contract whether or not he or she will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days. (b) An awarding authority letting a service contract out to bid shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision (a)".

*Proposer hereby acknowledges that he/she has read and fully understands the California Labor Code regarding retention of qualified employees.*

\_\_\_\_\_  
Proposer's Signature

*Does your company if selected as a contractor, anticipate or plan to retain the qualified employees of the current contractor for a period of at least 90 days?*

\_\_\_\_\_Yes

\_\_\_\_\_No

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Company Name

**LAKE TRANSIT AUTHORITY  
REQUEST FOR PROPOSALS**

**APPENDIX D**

**EXISTING CONTRACTOR EMPLOYEES AND WAGES**

| <b># of Employees</b> | <b>Hours Per Employee</b> | <b>Title Position</b> | <b>Status</b> | <b>Current Wage*</b> | <b>7/1/2025*</b> |
|-----------------------|---------------------------|-----------------------|---------------|----------------------|------------------|
| 1                     | 1,560                     | Administrative Asst   | RPT           | \$ 17.06             | \$ 17.61         |
| 1                     | 1,560                     | Dispatcher            | RPT           | \$ 18.52             | \$ 19.11         |
| 1                     | 1,560                     | Dispatcher            | RPT           | \$ 18.52             | \$ 19.11         |
| 1                     | 2,080                     | Dispatcher            | RFT           | \$ 18.99             | \$ 19.60         |
| 1                     | 2,080                     | Dispatcher            | RFT           | \$ 22.96             | \$ 23.69         |
| 2                     | 693                       | Driver                | CLL           | \$ 17.00             | \$ 17.54         |
| 5                     | 2,080                     | Driver                | RFT           | \$ 17.00             | \$ 17.54         |
| 1                     | 1,560                     | Driver                | RPT           | \$ 17.00             | \$ 17.54         |
| 2                     | 2,080                     | Driver                | RFT           | \$ 17.51             | \$ 18.07         |
| 1                     | 1,560                     | Driver                | RPT           | \$ 17.51             | \$ 18.07         |
| 1                     | 2,080                     | Driver                | RFT           | \$ 17.85             | \$ 18.42         |
| 3                     | 2,080                     | Driver                | RFT           | \$ 17.94             | \$ 18.51         |
| 1                     | 1,560                     | Driver                | RPT           | \$ 17.94             | \$ 18.51         |
| 1                     | 693                       | Driver                | CLL           | \$ 18.63             | \$ 19.23         |
| 4                     | 2,080                     | Driver                | RFT           | \$ 18.63             | \$ 19.23         |
| 1                     | 2,080                     | Driver                | RFT           | \$ 18.88             | \$ 19.48         |
| 1                     | 1,560                     | Driver                | RPT           | \$ 18.88             | \$ 19.48         |
| 3                     | 2,080                     | Driver                | RFT           | \$ 19.36             | \$ 19.98         |
| 1                     | 2,080                     | Driver                | RFT           | \$ 21.89             | \$ 22.59         |
| 1                     | 2,080                     | Lead Mechanic         | RFT           | \$ 35.45             | \$ 36.58         |
| 1                     | 2,080                     | Mechanic              | RFT           | \$ 34.72             | \$ 35.83         |
| 1                     | 2,080                     | Vehicle Washer        | RFT           | \$ 17.51             | \$ 18.07         |
| 1                     | 1,560                     | Vehicle Washer        | RPT           | \$ 17.94             | \$ 18.51         |

\*Based on the Union Collective Bargaining Agreement effective 7/1/2023 - 6/30/2026

| <b>Position</b>           | <b>Starting Wage Rate</b>         |
|---------------------------|-----------------------------------|
| Driver                    | \$17.00                           |
| Utility Worker/Bus Washer | \$17.00                           |
| Dispatcher                | \$17.50                           |
| Mechanic                  | Double CA minimum wage + \$.50/hr |

# **LABOR AGREEMENT**

Between

## **Paratransit Services**

Lower Lake, CA

And

## **Teamsters Local No. 665**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CTW**

July 1, 2023\*\* through June 30, 2026

*\*\*Conditional per Agreement (see page 1)*

**Agreement between Paratransit Services & Teamsters Local No. 665  
July 1, 2023 through June 30, 2026\*\***

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## **AGREEMENT**

This Agreement entered into by and between Paratransit Services' facility located at 9240 Highway 53, Lower Lake, CA 95457 hereinafter referred to as "Company" and the Teamsters Local 665, CTW, hereinafter referred to as "Union."

**\*\*This agreement will be in effect upon full ratification of this Agreement by the members and final signatures by the Union and the Company, and will conclude upon either (a) the conclusion of Paratransit Services' contracted services with Lake Transit Authority, or (b) June 30, 2026 - whichever event occurs first.**

### **ARTICLE 1 – RECOGNITION**

The Company recognizes the Union as the collective bargaining representative with respect to mandatory subjects for bargaining which are wages, hours and other working conditions. The bargaining unit is comprised of all full-time and regular part-time vehicle drivers, mechanics, dispatchers, and utility workers employed by the Company at its Lower Lake, CA facility excluding all other employees, managerial employees, office clerical employees, confidential employees, seasonal employees, casual employees, guards and supervisors as defined by the Act as certified by the National Labor Relations Board on May 31, 2006.

Whenever used in this Agreement, the term "employee" shall mean all non-probationary regular full-time and regular part-time employees as defined above.

For purposes of this Agreement, whenever the term he, his, him, or any male appellation appears, it is understood to include the female as well.

### **ARTICLE 2 – COOPERATIVE EFFORTS**

The Company and Union agree to mutually cooperate in their efforts to promote harmony and efficiency among all the Company's employees.

It is recognized that the Company and its employees are obligated to perform essential public services and that these services must be continuously performed in a courteous, on-time, competent, efficient and safe manner.

This Agreement has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, the promotion of economical transportation services, and the settlement of disputes without involving the client, the media or the public in any manner whatsoever.

The parties further agree that the procedures for dispute resolution set forth herein shall be the exclusive processes and forums for resolving all matters concerning the legal relationship between the company and the union and the employees the union represents.

## ARTICLE 4 –MANAGEMENT RIGHTS

### 4.1:

The Company retains, solely and exclusively, all the rights, powers and authority which is exercised or possessed prior to the execution of this Agreement, except as specifically amended by an express provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Company and not amended by this Agreement include, but are not limited to the following: to manage, direct, and maintain the efficiency of its business and personnel; to manage and control or eliminate jobs and operations in whole or in part; to discontinue work for economic or other reasons and/or to subcontract work by client(s) directive; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its employees; to lay off employees; to establish operating standards, schedules or operation and work load; to specify or assign work requirement and require overtime; to assign work and decide which employees are qualified to perform work; to adopt reasonable work rules and rules of conduct, appearance and safety and penalties for violations thereof, and amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes and means and places of providing services; to adapt, install, or operate new equipment or operations; to determine the location and relocation of operations and to effect technological changes. The Company shall have the right to change any policies, rules and regulations governing employees without re-negotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its Clients. Nothing contained in this Agreement is intended or shall be construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same had been exercised heretofore or not. It is further agreed that the above detailed enumeration of management's rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated herein.

### 4.2 -- Client Contract:

The Company and the union agree to ensure that the services to be provided under the Company's contract with its client shall be provided without interruption regardless of the labor relations issues that may arise at any time. The Company shall further have to absolute right to carry out all directions of its Customers notwithstanding any provision of this Agreement to the contrary. Client is defined as an agency to which the Company has signed a transportation contract with. In addition, the parties further agree that all employees of the Company are employed subject to the consent of the Company's Client. Should the client consent be denied or withdrawn, the employee must be discharged. Such discharge shall be subject to the grievance provision but excluding arbitration.

### 4.3 -- New Work Clause:

The Company shall have the right to amend any of the provisions of this Agreement as it deems necessary to successfully bid for and obtain new work in addition to that work being performed by the bargaining unit employees on the effective date of this Agreement. The Company will meet with the Union to discuss such amendments. An employee becoming a member of the bargaining unit as the result of this new work shall be covered by all the terms and conditions of

this Agreement except those which may have been amended as provided in this Article. The union agrees to cooperate in assisting the Company in obtaining such new work.

## **ARTICLE 5 – SEPARABILITY**

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of component jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement which are not affected by such decision. It is specifically understood that all unaffected contract language shall remain in effect.

## **ARTICLE 6 – FULL NEGOTIATIONS AND COMPLETE AGREEMENT**

### 6.1 -- Full Negotiations:

The Company and the Union acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right an opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully set forth in this Agreement.

### 6.2 -- Complete Agreement:

Based upon Section 1 and 2 of this Article, as well as the understandings and agreements expressly set forth in this Agreement, it is understood and agreed that this Agreement fully and completely sets forth all existing understandings and obligations between the parties, that it constitutes the sole and entire agreement between the parties, and that there are no understandings or agreements by the parties which are not expressly set forth in this Agreement.

### 6.3 -- Waiver of Bargaining During Term:

The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Further, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject, matter or practice not specifically referred to or covered by this Agreement unless an issue arises that is a legal subject for bargaining, and the effect of any change made during the term of this Agreement, which is not prohibited by the Agreement. Both parties, on their own behalf and on behalf of their respective employees and members, waive any past and future claims or demands during the term of this Agreement.

## **ARTICLE 7 – REPRESENTATION**

### 7.1 -- Union Shop Stewards:

- a. **Recognition of Shop Stewards:** From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize not more than one (1) Shop Steward and one (1) alternate Shop Steward to serve as the Union's agents in the representation of employees of the Bargaining Unit. The Company shall not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.
  
- b. **Compensation of Shop Steward While Engaged in Union Activity:** The Shop Stewards shall not be compensated by the Company for his/her duties as the Shop Stewards, and shall perform such duties during the times when he/she is not scheduled to work for the Company.

### 7.2 -- Distribution of Union Literature:

The Company will provide the Union with a bulletin board, which shall be used by the Union for posting of official notices, meetings and other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not be used for the personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory, offensive or derogatory notices or materials related to the Company or its Customers will be posted on the bulletin board.

### 7.3 -- Union Visitation:

Upon reasonable prior notice, a representative of the Union will be allowed access to company's premises for the purpose of investigation or adjusting an actual grievance. The Union representative will not interfere with the performance of work by the employees.

## **ARTICLE 8 – NO STRIKES OR LOCKOUTS**

### 8.1 -- No Strikes or Lockouts:

During the term of this Agreement, or any extension thereof, (a) neither the Union nor its members will, directly or indirectly, cause, encourage, sanction, condone, assist in or participate in any strike, work stoppage, slowdown, picketing or boycott against the Company and, (b) there will be no lockouts by the Company.

### 8.2: -- Discipline for Violation of Section:

The failure or refusal on the part of any employee to comply with the provisions of Section 1 of this Article shall be cause for immediate discipline, including discharge. If any conduct prohibited by this Section occurs, the Union shall immediately do everything within its power to terminate such conduct.

8.3 -- Liability:

The Company agrees that the Union shall not be financially liable to the Company as a result of any violation of this Article by an employee or group of employees if the Union has: (a) taken every reasonable means to terminate such acts by the employees or any of them, (b) promptly and publicly declared that such conduct is unauthorized and directed such employees to return to work or to cease any other acts in violation of this Article, and (c) not directly or indirectly assisted, encouraged, or condoned such activity by such employees.

**ARTICLE 9 – NON-DISCRIMINATION**

The Company and the Union agree that there shall be no discrimination against any individual in hiring, compensation, terms and conditions of employment because of the individual's race, color, religion, sex, age, disability, Viet Nam Era veteran status or national origin.

**ARTICLE 10 – GRIEVANCE AND ARBITRATION**

10.1 - Grievance Procedure:

A sincere endeavor will be made by all parties to dispose of grievances arising out of differences between employees and the Company before a written grievance is filed.

If any disagreement between the parties arises over the application or interpretation of this Agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

*Before choosing whether to take any further steps in the grievance process, the aggrieved employee must take the grievance up orally with his/her immediate supervisor and give the supervisor the opportunity to review and resolve the grievance. If the grievance is not settled following the oral discussion, the aggrieved employee may choose to proceed with the next step in the grievance procedure.*

Step One: Within ten (10) working days (Monday through Friday) from the date the non-probationary employee knew, or by reasonable diligence could have known, of the alleged occurrence, the aggrieved employee shall file a written statement of the grievance with the General Manager. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the Agreement allegedly violated, and the date and place where the grievance occurred. This statement must be signed by the aggrieved employee and must be date-stamped for verification of receipt.

Step Two: Within ten (10) working days after the written statement has been filed, the aggrieved employee shall be accorded a hearing by the General Manager or their designee. The grievant shall be notified, in writing, of the time, date and location of the hearing by the General Manager. Should the aggrieved employee desire the assistance of the Shop Steward, his request shall be granted. The General Manager or their designee conducting such hearing shall render a written decision within ten (10) working days from the conclusion of the hearing.

Step Three: Within ten (10) working days following Step Two, if the aggrieved employee is not satisfied with the decision of the site General Manager or designee, the employee may request the grievance be presented to the Company Director of Human Resources or designee. As such, the written grievance as set forth in Step Two, together with all pertinent information, position statements, correspondence and documents, will be submitted to the Director of Human Resources or designee. The Director of Human Resources or their designee shall render a written decision within ten (10) working days from receipt of the aggrieved employee's Step Three submission.

10.2 - Grievance Arbitration:

If the grievance is not satisfactorily resolved by the Step Three answer, and if the parties have processed the grievance within the express time limits set forth in this Article, the Union may file for arbitration. The request for arbitration must be in writing and sent to the Company via certified mail (return receipt requested). Such filing must take place within ten (10) working days from receipt of the final decision from the Director of Human Resources or their designee from Step Three, or the date the Step Three answer was due in the event the employer failed to timely respond.

- a. The arbitrator shall be appointed by the Company and the Union by whatever means both agree to or from a panel of seven (7) qualified, impartial arbitrators requested from the Federal Mediation and Conciliation Service. If a panel is obtained from the Federal Mediation and Conciliation Service, selection shall be made within thirty (30) working days of receipt of said list, with the order of striking being determined by lot. The parties will alternately strike names from the list until one name remains. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators.
- b. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Company. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company provided it complies with the provisions of this Article.
- c. An award rendered in arbitration proceedings which conforms to the provisions of this Article shall not be subject to judicial review at the instance of either party.
- d. The costs, fees and expenses of the arbitrator and hearing room will be equally shared between the Company and the Union, otherwise each party shall bear its own expenses. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests the right of inspection, use or a copy, in which event the full cost (including the cost of providing the arbitrator with the official record) will be equally divided between the parties.

**10.3 - Extension of Time:**

Any notice of grievance, request for hearing and/or notice of mediation or arbitration, unless the parties mutually agree in writing to extend or waive any of the time limitations, may be resolved at any step in the process and are to be fully processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal. Failure to observe a time limit by an employee or the Union shall terminate the grievance process. Failure to observe a time limit by the Company shall automatically move the grievance to the next step.

**10.4 - General Terms:**

For the purpose of this Article, a day shall mean weekday, Monday through Friday. The employee, if desired, may have the steward and/or union representative present at any step of the grievance procedure, provided such representatives are available.

**ARTICLE 11 – TERMINATION OF TRANSPORTATION SERVICES CONTRACT**

If the transportation services contract between the Company and its Client terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement shall continue to resolve disputes pending at the time of termination, up to and including arbitration.

If the Client awards the services now provided by the Company to another provider, the Company will notify the Union of the name and address of such other provider, if known.

Nothing in this Agreement is intended nor shall be construed to change, limit, modify, restrict or in any manner alter the duties or obligations owed by the Company to the Client nor the rights and privileges of the Client under the transportation services contract referenced herein.

**ARTICLE 12 – DRUG AND ALCOHOL TESTING**

In acknowledgement of the nature of the Company’s operations and the very special and overriding safety considerations, the Company has adopted formal provisions for the fitness for duty drug and alcohol screening. Such provisions are adhered to and expressly made part of this Agreement.

[This section intentionally left blank]



## **ARTICLE 13 – PERSONNEL FILES**

### 13.1 - Confidentiality:

The Company and the Union agree that personnel records are confidential and shall not be subject to public inspection, except as required by law, or as authorized in writing by the employee.

### 13.2 - Review of Records:

An Employee may review his personnel file by submitting a written request three (3) days in advance of when he wished to review his records. The Project Manager or his designee will be present during the review of the file. The employee may be accompanied by the union business agent and/or shop steward if the employee so requests. The Employee may request copies of employment-related documents signed by the employee once per year at no charge. Additional copies will be provided at a cost of \$0.25 per page.

## **ARTICLE 14 – REAL PARTY IN INTEREST**

It is agreed that this Agreement shall not vest or create in any employee or group of employees covered thereby any right or remedies which they or any of them can enforce either by law, equity, or otherwise, and whether as principal or third party beneficiary or otherwise, it being understood and agreed on the contrary, that all of the rights and privileges created or implied from this Agreement shall be enforceable only by the parties hereto, and only in the matter established by this Agreement.

## **ARTICLE 15 – PHYSICAL EXAMINATIONS**

### 15.1 - General:

Physical, mental or other examinations required by State or Federal Law shall be promptly complied with by all employees. The Company may, as its own expense, require physical examinations of an employee to determine the physical fitness of said employee for continued employment. Such examinations shall be given by a DOT certified medical physician or physicians of the Company's choice.

### 15.2 - Re-Examinations:

If the employee disagrees with the findings of the physical exam as set forth in Section 1, the employee may be re-examined by a DOT certified physician of his own choice. The Company shall not be responsible for costs of re-examination. If the two physicians disagree, the Company and Union, with the counsel of the above-mentioned physicians, shall select a third DOT certified physician whose decision shall be determinative. The expense of the third physician shall be equally divided between the Company and the Union.

[This section intentionally left blank]

## ARTICLE 16 – SAFETY

### 16.1 - General:

The Company and the Union agree that the safety of our employees and passengers is of the utmost importance. Accordingly, all employees must be committed to performing in a safety conscious manner everyday. Therefore, it is the employee's responsibility to inform management of any unsafe acts they witness or engage in.

### 16.2 - Unsafe Act:

An "unsafe act" is defined as any action or lack of action that could result in actual or potential property damage or personal injury to any individual, including the person committing the action (or omission). Any employee who commits an unsafe act may be subject to disciplinary action up to and including termination of employment.

### 16.3 - Driver Guidelines:

Drivers are responsible for adhering to, at all times, the Company's established guidelines for drivers and their respective behaviors.

### 16.4 - Safety Meetings:

Attendance at required safety meetings is considered a condition of employment. Employees will be compensated for actual time spent attending such meetings, subject to applicable state laws.

## ARTICLE 17 – UNION SECURITY

### 17.1 – Union Membership:

It shall be a condition of employment that any employees covered by this Agreement shall apply for Union membership on or by the completion of his thirteenth (13<sup>th</sup>) day of employment. Such employees shall then be eligible for membership in the Union and shall maintain his membership in good standing as a condition of continued employment.

### 17.2 – Suspension:

The Company shall suspend any employee covered by this Agreement within seven (7) days after receipt of written notice from the Union that said employee had not become or remained a member in good standing. This Section will be administered in a manner conforming with all legal requirements.

## ARTICLE 18 – DISCIPLINE

### 18.1 – Company Rights:

The Company shall not discharge or suspend any non-probationary employee without just cause, but in respect to discharge or suspension, progressive discipline will be followed except that employees may be discharged or suspended immediately for:

- A. Dishonesty, including falsifying Company or customer records or making false Statements on application for employment or other Company forms or during investigations.
- B. Violation of Company Drug and Alcohol program.
- C. Proven theft or any unauthorized removal of Company or customer property or property of another employee.
- D. Physical violence or fighting.
- E. Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time on duty.
- F. Immoral or indecent conduct on Company premises or vehicles or any time on duty.
- G. Gross insubordination, or intentional failure or refusal to perform assigned work.
- H. Threatening, intimidating or coercing fellow employees, passengers, customers, or members of the public.
- I. Recording false time on time records, completing the time record of another employee, or alteration of a time record.
- J. Failure to maintain a valid drivers license and all certificates required by Federal, State or Local governmental entities and laws to operate Company and customer vehicles.
- K. Deliberate misuse, or destruction, defacing, damaging, or loss of Company or customer property or property of another employee or passenger.
- L. Commission of a serious misdemeanor or felony law while on duty, or failure to use safety equipment and/or devices as required.
- M. Use of language or any other activity designed to offend or harass any other employee, customer or passenger based on that employee's, customer's or passenger's race, color, religion, sex, national origin, age, disability or sexual orientation.
- N. Operating a Company or customer vehicle that rear-ends another motor vehicle, whether moving or not, notwithstanding an accident resulting from a mechanical failure. The immediate discharge shall not apply if such rear-end accident was caused by another party striking the employee's vehicle from behind causing in turn, employee to rear-end another vehicle, provided the employee did not violate any traffic law as documented by the police or other accident report taken at the scene of the accident. Discipline under this provision should be applied based on the specific circumstances surrounding each accident.
- O. Failure to perform proper pre-trip and post-trip paperwork.
- P. Unauthorized use of Company accounts.
- Q. Failure to properly secure any mobility assistance device or wheelchair or failure to properly secure any passenger or properly load, transport or unload mobility impaired passenger(s) on a Company or customer vehicle.
- R. Unauthorized touching or other verbal or physical contact with a passenger.
- S. Commitment of a serious unsafe act.
- T. Failure to immediately report incidents and/or accidents.
- U. Failure to comply with the provisions of the Company's Workplace Expectations (Code of Conduct).

18.2 – Notices:

The Company shall determine its discipline within **20** working days from management knowledge of an infraction. Copies of all warning notices and other notices of disciplinary

action given employees shall be sent to the Union via US mail. Notices of disciplinary action shall be voided one year from the date of the infraction excluding related to safety, accident, illegal harassment and discrimination.

## ARTICLE 19 – SENIORITY

### 19.1 – Seniority Defined:

Seniority shall mean the length of time an employee has been employed by the Company, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selection work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding, runs, assignments, or time off as provided for in this Agreement. If two or more employees are hired on the same day, their respective positions on the seniority list shall be determined by their date of application, with employee applying first being considered the senior employee. If two employees remained tied after using their dates of application, their respective positions on the seniority shall be determined by normal alphabetical order of last name. Seniority shall be applicable only as expressly provided in this Agreement.

### 19.2 – Lay Off:

- a. **Determination of Lay Off:** The Company will determine the timing of a lay off, and the number of employees to be laid off.
- b. **Lay Off:** The Company shall, in any reduction of the work force place employees on layoff in inverse order of seniority: provided, however, that the remaining employees must be fully qualified to perform the work of a displaced employee. If the Company has at least two (2) weeks' advance notice of a changed business condition which will require layoff of bargaining unit employees, the Company shall give each affected employee two (2) weeks' notice of layoff.

### 19.3 – Recall:

- a. **Order of Recall:** The employee with the most seniority will be the first one recalled from a lay off.
- b. **Notice of Recall:** The Company will forward notice of recall by registered mail, return receipt requested, to the last known address of the employee as reflected on Company records. The employee must, within three (3) days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, returns to work on such date. Any employee who does not respond within the mandatory three (3) days time frame waives any right to seniority, recall and future employment.

### 19.4 – Termination of Seniority:

- a. **Resignation by the employee or termination by the Company,** unless reinstated pursuant to the grievance procedure.

- b. Failure to give notice of intent to return to work after recall within the time period specified in Section 3 of this Article, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. Except for layoff, time lapse of twelve (12) months since the last day of actual work for the Company, subject to acceptable mitigating circumstances.
- d. Failure to return to work upon expiration of an approved leave of absence, subject to acceptable mitigating circumstances.
- e. Layoff of a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.
- f. Absence of three (3) consecutive days without notifying the Company, subject to acceptable mitigating circumstances.
- g. Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

19.5 – Seniority List:

The Company shall post and provide the Union a current seniority list once every three (3) months. Such list shall be deemed accurate unless challenged by the Union or the employee within fifteen (15) days of receipt.

19.6 – Return of Personnel to Bargaining Unit:

A person who, after transfer or promotion out of the bargaining unit, for a period of six (6) months or less, remains in the continuous employment of the Company and, notwithstanding any other provision of this Agreement, will be returned to any designated job classification in the bargaining unit previously held by the person. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee with the least seniority will be laid off.

**ARTICLE 20 – CHECK-OFF**

1. Upon receipt of a written assignment and authorization, signed by an employee covered by this Agreement, or an appropriate legally acceptable form furnished by the Union, the Company agrees to deduct bi-monthly from the first and second check of such employee in each calendar month and pay to the Union his regular monthly dues and/or uniform assessments. Deduction of dues shall in all cases be made from the first day in each calendar month immediately following the date of signing of such authorization by the employee. The Company further agrees that it will deduct the prescribed initiation fee in two equal monthly payments from all new hires who are not members of the Union. Remittance of these check-off payments to the Union shall be made once a month, within five days following the second deduction in a calendar month for which such deductions are made and a list of employees for whom payment is made and their Social Security numbers shall accompany such payment.

2. The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability (including attorney fees and court costs) that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this article in reliance on any list, notice or authorization provided by the Union hereunder.
3. The deductions and remittances to the Union herein provided shall be made by the Company only to the extent and as long as it shall be legal for the Company to make such deductions under any applicable Federal law or law of the State of California and while it has proper written notice from each such employee, and while this Agreement remains in effect.
4. Dues and initiation fees for casual employees whom are regularly scheduled to work less than 20 hours per week will be deferred, provided a Dues/ Fee Postponement Agreement was signed at the time of his/her employment. The number of casual employees utilized at any time will not exceed 15% of the total regular bargaining unit workforce. Casual status will be converted to full-fee-payment status when an employee bids or is hired into a Regular Part-Time or Full-Time position that is regularly scheduled to work over 20 hours per week.

## **ARTICLE 21 – EMPLOYEE DEFINITIONS**

### 21.1 - Probationary Employees:

An employee, who has never accrued seniority under this Agreement, or an employee rehired after termination, shall be in probationary status until he/she has completed ninety (90) working days. Employees who are serving their probationary period shall not have access to the grievance procedure and may be disciplined or discharged at the sole discretion of the Company. When an employee who has successfully completed his initial probationary period with the Company subsequently moves from one job classification to another, he shall serve a trial period of up to ninety (90) working days without losing his seniority.

### 21.2 - Regular and Full-time Employees:

The classification of employees is defined herein as follows:

- a. A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.
- b. A regular part-time employee is defined as an employee regularly scheduled to work less than thirty (30) hours in a workweek. From time to time, regular part-time employees may be required to work more than thirty (30) hours in a workweek to meet service demands or unusual situations. If a part-time employee regularly works an average of at least thirty-five (35) hours or more per workweek for one hundred-eighty (180) consecutive calendar days or two (2) bid periods whichever is less, he may be reclassified into a full-time position when a full-time position becomes available in accordance with his seniority. The one- hundred eighty (180) consecutive

calendar days or two (2) bid periods will be counted toward meeting waiting period requirements for all full-time benefits provided for in this Agreement.

- c. A casual employee is defined as an employee who is regularly scheduled to work less than twenty (20) hours per week and is not subject to union dues and initiation fees.

## **ARTICLE 22 – ASSIGNMENT OF WORK**

Regular, full-time and regular part-time employees shall have the right to bid for routes and schedules as established by the Company. Routes and schedules shall be posted at least three (3) times per calendar year. The runs to be posted shall show hours, days of work, and routes to be driven. Bidding shall be based upon seniority.

All employees currently working a bid shift or the extra board will be eligible to bid, maintaining their current bid seniority dates. Seniority bid dates for all subsequent bids will be the seniority date established at the initial bid or the seniority date effective concurrent to the award of a bid shift, whichever is appropriate.

Work shifts which may be unassigned for any purpose and extra hours will be assigned first by location seniority to part-time employees who are not scheduled to work on the same day the extra hours are required. If an employee is offered extra hours and refuses, the next senior part-time employee will be offered the extra hours. If no part-time employees are available, the Company will offer the extra hours to full-time employees based on seniority. If no employees are available, the Company will assign the extra hours to the least senior employee available to work the required hours; thereafter extra hours will be assigned to casual employees.

For those runs (pieces of work) that are individually bid/scheduled that are less than four (4) hours in length, the driver will be paid for four (4) hours. This does not apply to runs (pieces of work) that are part of a split-shift bid/route. [NOTE: Current examples as of July 2019 of the types of runs this clause refers to are the "Closing Route 3", the "Opening Route 8/1", and the Closing Route 1".]

For the purposes of this Article only, seniority is defined as that for bid purposes only and this Article shall not alter employee seniority for the purpose of computing pay or benefits.

*All work assignment is subject to necessity for operational efficiency and minimizing overtime costs.*

## **ARTICLE 23 – LEAVES OF ABSENCE**

### 23.1 – Personal Leave:

Leaves of absence of up to thirty (30) days may be granted at the Company's discretion, upon receipt of a written request from the employee stating the reason for the requested leave. The Company must respond to an employees request at least two weeks prior to the requested time off. Failure to respond constitutes approval. Leave of absence will not be granted in order to work for another employer. If approved for use of Personal Leave, an employee must apply any

and all eligible accrued paid leave(s) and holiday pay as a part of the approved period of leave, before going into an unpaid leave of absence status.

23.2 – Family and Medical Leave Act:

The Company will comply with the provisions of the Family and Medical Leave Act of 1993.

23.3 – Military Leave:

The Company will comply with the provisions of the Veterans Re-Employment Rights Act and the Uniformed Service Employment and Re-employment Rights Act (USERRA) of 1994, as amended.

23.4 – Written Requests:

A request for leave of absence or for an extension must be made in writing by the employee.

23.5 – Requests for Leave:

Requests for leaves of absence shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence, however, after exhausting any and all eligible accrued paid leave(s) and holiday pay, time spent on leave of absence shall be without pay.

## **ARTICLE 24 – HOURS OF WORK**

24.1 – Purpose of Article:

The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime and other wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any number of hours or work per day, per week or per year.

24.2 – Workweek:

The workweek shall consist of seven (7) days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

24.3 – Work Qualifications:

In order to qualify for a category of work under this Agreement, an employee must be fully qualified to operate the required equipment safely and efficiently, and must possess all required licenses and certificates for the category of work desired.

24.4 – Overtime:

- An employee shall be paid one-and-one half (1 ½) times the straight time rate of pay then in effect for work performed when the total number of hours worked is in excess of eight (8) hours per work day, or in excess of forty (40) hours in a workweek.
- Time off on holiday, vacation leave, jury duty leave, funeral leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Overtime pay is based on actual hours worked.



- When an employee is required to work for a sixth consecutive day, they will be paid one and one-half (1.5) times the straight-time rate of pay for the work performed on the day of the week that they would normally have been off. [This does not include required attendance at safety meetings etc. Rather, this is only intended to apply to the employee's regular duties performing work such as a dispatcher or driver etc.]

**Extended Shifts:**

- When included in a shift bid, a designated "extended shift" consists of four days, eight to ten hours per day with two consecutive days off in the work week. A work week consisting of an "extended shift" may be established for any bid. An employee on a designated "extended shift" shall be paid at one-and-one half (1 ½ ) times the straight time rate of pay then in effect for work performed when the total number of hours worked exceeds ten (10) hours in one day or forty (40) hours in a week.
- Neither schedule constitutes a guarantee of 40 hours. The daily overtime payment, if applicable, is not in addition to overtime for hours in excess of forty (40) hours in a work week.
- A holiday shall be paid at ten (10) hours straight time for employees on a regularly scheduled designated "extended shift" work week schedule.

**ARTICLE 25 – MISCELLANEOUS PROVISIONS**

25.1 – Uniforms:

The Company will continue to provide uniforms for employees covered by this Agreement in keeping with established procedures.

25.2 – Performance Review:

Job performance is reviewed periodically and at least annually or as required by management to insure the safety, consistency and quality of service to the public; for vehicle operators this will consist of a road test as well as other factors. Appraisals are rated on knowledge of job, safety, dependability, quality and/or quality of work, passenger relations and adaptability as well as other factors.

25.3 – Tool Insurance:

The Company will provide up to \$5,000 tool insurance annually subject to a current inventory of covered tools being properly documented and on file with the Company.

**ARTICLE 26 – SUCCESSOR CLAUSE**

The provisions of this Agreement shall be binding upon the Company, its successors or assigns and all terms and obligations contained herein shall not be affected or changed in any manner resulting from said actions. The parties hereby agree that this article shall not supersede in any manner the provisions of Article 11.

## ARTICLE 27 – HOLIDAYS

### 27.1:

All eligible regular full-time employees shall receive holiday pay for the following holidays: New Year's Day, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King's Sr. Birthday.

### 27.2:

Holiday pay shall be calculated at the employee's straight-time regular service rate and will be based on the employee's regularly scheduled shift up to a maximum of eight (8) hours pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

### 27.3:

To be eligible to receive holiday pay, a Regular Full-Time employee must work or be in a pre-approved paid or unpaid leave status the last scheduled day immediately preceding, and the first scheduled day immediately following, the holiday. Failure to complete the last full scheduled shift immediately preceding a holiday, or failure to complete the full scheduled shift immediately following a holiday will result in the employee not being eligible for holiday pay.

### 27.4:

All work performed on any of the above stated holidays will be paid at time and one-half (1 ½), in addition to the holiday pay (for those eligible) as provided in Sections 1 - 3.

## ARTICLE 28 – VACATIONS

### 28.1 – Eligibility:

All regular, full-time employees shall receive, after one (1) year of continuous full-time employment, paid vacation time off as further detailed in this Article.

### 28.2 – Vacation Days:

Employees who complete one (1) full year of continuous full-time employment shall accrue vacation leave at an annual rate of forty (40) hours of paid vacation time off. Employees who complete five (5) years of continuous full-time employment will accrue vacation leave at an annual rate of eighty (80) hours of paid vacation time off. Employees who complete ten (10) years of continuous full-time employment will accrue vacation leave at an annual rate of one-hundred twenty (120) hours of paid vacation time off. Vacation pay shall be calculated at the employee's straight-time regular service rate and will be based on the employee's regularly scheduled shift not to exceed a maximum of eight (8) hours pay per day unless on extended shift. Vacation pay will not be counted as hours worked for the purpose of computing overtime.

### 28.3 – Vacation Use:

Vacation time off must be taken in minimum 1-hour increments and the vacation may not be taken prior to the anniversary date on which it is earned. However, paid vacation time off can be used for illness, injury or other personal time. The employee may elect to take 3 work days as unpaid leave in the event of illness or injury in a calendar year. If the days are used for

illness or injury, all rules applying to adequate notice to the Company will apply. If used for other personal time, an employee must give the Company at least 30 days notice of the need for the time. If an employee is absent due to illness or injury, a physician's statement may be requested verifying illness and may be required by the supervisor as a condition to receiving paid leave benefits. Before returning to work from an illness or injury absence of five work days or more, an employee must provide a physician's verification that he or she may safely return to work.

28.4:

The Company shall prepare and post in December of each year a vacation schedule, showing the number of employees in each classification, if any, who may be allowed to take vacation time in each week during the twelve month period commencing January 1<sup>st</sup> of the following year. The Company shall develop a procedure allowing employees to select their vacations according to seniority, subject to the presence of necessary employees required to cover all required work assignments.

Requests for vacation leave will be evaluated and tentatively approved/disapproved based on a number of factors. Among the operational factors to be considered are anticipated workload requirements and staffing considerations during the proposed period of absence, as well as compliance with mandated programs such as FMLA, Worker's Compensation, and jury duty. Adjustments to scheduled leave may be necessary due the factors as noted above.

28.5 – Accrual Cap:

In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. The maximum accrual for unused vacation is 200 hours. Further vacation accrual will stop until the employee uses paid vacation time and brings the available amount below the cap. Accruals missed will not be added back in.

28.6 – Cash-Out:

Employees who complete one (1) full year of continuous full-time employment, and remain in a full-time vacation-eligible status, may choose to cash-out up to 20 hours of accrued and available vacation leave hours each calendar year.

Employees who complete five (5) full years of continuous full-time employment, and remain in a full-time vacation-eligible status, may choose to cash-out up to 40 hours of accrued and available vacation leave hours each calendar year.

Employees who complete ten (10) full years of continuous full-time employment, and remain in a full-time vacation-eligible status, may choose to cash-out up to 80 hours of accrued and available vacation leave hours each calendar year.

Vacation leave cash-out shall be calculated at the employee's straight-time regular service rate.

## **ARTICLE 29 – FUNERAL LEAVE**

### 29.1 – Funeral Pay Eligibility:

A regular, full-time employee shall, upon request, be granted up to three (3) days with pay to attend the funeral of his/her current spouse, parent, child, sister, brother, grandmother, grandfather, and certified domestic partner. The Company shall have the right to require proof of death of the relative and of attendance at the funeral.

### 29.2 – Funeral Pay Calculation:

Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours compromising the employee's current run schedule.

## **ARTICLE 30 – JURY DUTY**

An employee required to lose time from his regular shift of work to appear in Court on the Company's behalf shall receive the pay he would have regularly received had he been working his regular shift. An employee required to lose time from his regular shift of work to appear in Court at the request of the State shall receive the pay he would have regularly received had he been working his regular shift up to a maximum of five (5) days per year.

## **ARTICLE 31 – HEALTH AND WELFARE**

### 31.1 – Health Plans:

The Affordable Health Care Act (AFCA), also referred to as 'Obama Care', continues to incur significant costs to employers in the area of employee benefits. Just like all other companies providing health plans, available rates and terms of potential plans are not available to Paratransit Services until late in each calendar year. Given the uncertainty of the details of AFCA, and given the evolving Federal and State guidance and clarification of the requirements and impact of the AFCA, Paratransit Services reserves the right to modify, revoke, suspend, terminate, or change the health and welfare program, in whole or in part, as necessary.

That said, it is Paratransit Services' goal to continue to provide a health plan wherein:

- Employees in a full-time status would be eligible for group medical, dental or vision insurance plans after they have completed sixty days (60) of continuous full-time employment, effective the first of the month following completion of sixty (60) days of continuous full-time employment.
- Any increase in monthly premiums for the core medical plan will be split 50/50 between the employee and the employer, with the employee being responsible for 50% of the increase in monthly premiums, and the employer being responsible for 50% of the increase in monthly premiums. The monthly premiums would be paid through payroll deduction.
- The monthly premiums for the Dental and Vision plans would be the participating employee's full responsibility, and would also be paid through payroll deduction.

- Employees could choose to provide Dependent coverage through the available group medical, dental and vision insurance plans. The monthly premiums for dependent coverage would be the participating employee’s full responsibility, and would also be paid through payroll deduction.

The Company and the Union agree that should a mutually agreeable change in medical plan become available during the term of this agreement the parties may choose to reopen the contract to re-negotiate the wages and health plan components only.

31.2 – 403(b) Retirement Plan:

For as long as the Company’s retirement plan is in place, employees within the bargaining unit shall be eligible for participation in the Company’s 403(b) Retirement Plan, subject to the Plan’s rules, regulations and eligibility.

31.3 – Life Insurance:

For as long as the Company’s life insurance plan is in place, eligible full-time employees can participate in the \$10,000 term life and AD&D insurance provided for and paid by the Company. This plan shall be administered in accordance with Plan provisions.

**ARTICLE 32 – WAGES**

32.1: “Starting” wage rates for those hired on or after 7/1/2023 will be administered using the following table. Those starting after 7/1/2023 are not eligible for the “Ratification\*” increase provided for in Section 2, but are eligible for all other dated increases provided for in Section 2, including the “starting” wage adjustment effective 7/1/2023.

|                | <u>7/1/2023</u>                     |
|----------------|-------------------------------------|
| Driver         | \$17.00                             |
| Utility Worker | \$17.00                             |
| Dispatcher     | \$17.50                             |
| Mechanic       | Double CA Minimum Wage + \$0.50/hr. |

32.2: For those employees hired prior to 7/1/2023, future wage rate increases will be provided to all eligible employees according to the schedule below:

| Ratification* | 7/1/2024 | 7/1/2025 |
|---------------|----------|----------|
| 5.0%          | 3.0%     | 3.2%     |

32.3:

- Designated Behind-the-Wheel trainers shall receive an additional \$1.00 per hour for all time actually spent performing designated behind-the-wheel training during the new employee’s initial 2-week training period for primary skills training purposes.

- Designated Dispatch trainers shall receive an additional \$1.00 per hour for all time actually spent performing designated dispatch training during the new employee's initial 2-week training period for primary skills training purposes.

In the event there is a change to federal or state laws regarding third-party contracting, that allow for a contract to be renegotiated for the purposes of addressing wages, Paratransit Services will request to renegotiate with Lake Transit Authority.

## **ARTICLE 33 – SICK LEAVE**

### 33.1 – Summary:

This paid sick leave policy is intended to comply with the Healthy Workplaces, Healthy Families Act of 2014. The Act provides for paid sick leave for all employees, in accordance with the Act. This policy is not intended to take away from the existing provisions of the labor agreement, and is only intended to add to the parameters of the existing labor agreement as required in order to comply with the Act. \*\* [Part-Time employees – use/application of sick leave per this article is effective 7/1/2016. Full-Time employees – use/application of sick leave per this article is effective 1/1/2017.]

### 33.2 – Eligibility:

- An employee who works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.
- An eligible employee may begin using accrued paid sick leave time on the first day of the month following completion of 60 days in an eligible status.

### 33.3 – Features:

- Eligible employees will receive a lump-sum deposit of 24 hours of paid sick leave on the first day of the month following completion of 60 days in an eligible status. Thereafter, they will receive a lump-sum deposit of 24 hours of paid sick leave on the first day of each calendar year.
- Paid sick time accrual and use is limited to a maximum of 24 hours in each calendar year.
- Unused accrued paid leave time can not be carried over to the following calendar year.
- Unused accrued paid sick leave time will not be paid out to the employee if not used by the conclusion of the calendar year.
- Sick leave hours will not be paid out upon termination, resignation, retirement or other separation of employment.
- Paid sick leave time must be used in minimum 1-hour increments, and may not be used prior to the anniversary date on which it is accrued/earned.
- Paid sick leave time will be calculated at the employee's straight-time regular service rate and will be based on the employee's regularly scheduled shift, not to exceed a maximum of eight (8) hours pay per day unless on extended shift.
- Paid sick leave time will not be counted as hours worked for the purpose of computing overtime.
- Under the Act, sick leave can be used for the diagnosis, care or treatment of an existing health condition or preventive care for the employee or a "family member". Sick leave

use can also include specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

- Under the Act, family member is defined as a child, parent (including parent-in-law), spouse or registered domestic partner, grandparent, grandchild, or sibling.
- Accrued and unused paid sick leave time must be used when an employee is requesting time off for eligible conditions [i.e. existing health conditions, preventive care, victim of domestic violence, sexual assault, or stalking].
- Paid sick leave time shall not be used for personal time off (time off for reasons other than eligible conditions such as existing health conditions, preventive care, victim of domestic violence, sexual assault, or stalking).
- Employees should make reasonable attempts to schedule sick leave when it is least disruptive to the employer, and to provide reasonable advance notice of their intention to take sick leave when that leave is foreseeable.
- All rules applying to adequate notice to the Company will apply. [NOTE: Employees are required to provide at least two (2) hours advance notice of intended tardy or absence.]
- Sick leave notice/administration/coordination will be accomplished using Paratransit Services' standard Leave Request form.
- All other provisions of the labor agreement and Company policy apply.

[This section intentionally left blank]

**ARTICLE 34 – TERM OF AGREEMENT**

1. This Agreement shall be in effect upon full ratification of this Agreement by the members **and** final signatures by the Union and the Company, and will conclude upon either (a) the conclusion of Paratransit Services' contracted services with Lake Transit Authority, or (b) June 30, 2026 - whichever event occurs first. If Paratransit Services' contracted services with Lake Transit Authority are still in effect on June 30, 2026, this Agreement shall remain in effect until 11:59 p.m. on the 30th day of June, 2026 and shall continue in full force and effect from year to year thereafter unless either party hereto notifies the other party, in writing, on a date not less than sixty (60) nor more than seventy-five (75) days prior to the expiration date of the Agreement or the appropriate expiration date of any extension hereof, of its desire to amend or terminate this Agreement.
2. If the parties have not reached an agreement by the end of the contract term or any extension thereof, all the provisions of the Agreement shall remain in full force and effect unless either party shall give a fourteen (14) day written notice of termination to the other party. Such notice shall state the date and the hour of such termination. All provisions of this Agreement shall remain in full force and effect until the specified time has elapsed. During this period, both parties shall continue in good faith in their efforts to reach an agreement.
3. Subject to all the provisions of the immediately preceding paragraph 2 of this Article, should the Union elect to take economic action against the Company, all the provisions of the Agreement shall remain in full force and effect unless the Union gives the Company an additional fourteen (14) day written notice of their intent to use economic action. All provisions of this Agreement shall remain in full force and effect until the specified time has elapsed. During this period, both parties shall continue in good faith in their efforts to reach an agreement.

IN WITNESS WHEREOF, the parties above-named have signed their names and affixed the signatures of their authorized representative on the 11 day of NOVEMBER, 2023.

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CTW, LOCAL UNION 665  
1371 Neotomas Ave  
Santa Rosa, CA 95405

PARATRANSIT SERVICES  
4810 Auto Center Way  
Bremerton, WA 98312

By   
Tom Woods, Business Agent

By   
David Baker, President / CEO



**LAKE TRANSIT AUTHORITY RFP**  
**APPENDIX F**  
**ENERGY USE INFORMATION AND PLAN**

**The Lake County Transit Energy Use Reduction Plan** was completed December 2015. The Plan contains information about energy use at the Lake Transit Authority Lamkin-Sanchez Operations and Maintenance Facility, and about fleet fuel consumption. This plan also provides strategies for reduction of energy use.

LTA has converted the interior and exterior lighting at the operations and maintenance facility to LED lights as well as implemented sun screening strategies. LTA plans to install a solar canopy over the bus yard and a battery backup system. This is relevant to proposals for LTA Operations and Maintenance because the contractor pays the cost of energy related to building and yard operation.

Recommendations regarding alternative fuel sources for the fleet have been more difficult to implement and may or may not be implemented at some point during the term of this agreement. Since fuel expense is a pass-through item under the proposed Agreement, the decision whether or not to implement vehicle fuel changes does not impact immediate cost, but may have an impact on future expenditures for vehicle maintenance and support. Since it is unknown if these will be implemented, the cost impacts should not be considered in proposals for the Lake Transit Authority RFP.

The Lake County Transit Energy Use Reduction Plan is posted on the **[laketransit.org](http://laketransit.org)** website.

**NOTICE TO BIDDERS/PROPOSERS**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**  
**AND**  
**DBE PARTICIPATION GOAL**

The Department of Transportation (Caltrans) has set an overall annual DBE goal comprising of both race neutral and race conscious elements to be in compliance with Title 49, Code of Federal Regulations, Part 26 (49 CFR 26). This regulation requires that all recipients of United States Department of Transportation (USDOT), Federal Transit Administration (FTA) federal-aid shall establish an overall annual Disadvantaged Business Enterprises (DBE) goal. Caltrans is required to report to FTA the DBE participation for all federal-aid contracts each year so that the overall annual DBE goal attainment efforts may be evaluated. Caltrans encourages DBE participation in the performance of agreements financed in whole or in part with federal funds.

Bidders and proposers are advised that Caltrans has established a federally mandated overall annual DBE goal comprising both race neutral and race conscious elements to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, Caltrans set a contract goal for DBEs participating in this solicitation expressed as a percentage of the total dollar value of the resultant agreement.

**The DBE participation goal for this solicitation is zero percent (0%).**

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to the following certified DBE groups: African Americans, Asian-Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or Women. Only DBE participation will count toward the contract goal for this solicitation.

The attached Kform15drmt, Disadvantaged Business Enterprise (DBE) Information and Instructions for Bidders must be included with the solicitation. The subsequent forms **must** be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the solicitation:

- **Bidders List**
- **ADM-0227f: Disadvantaged Business Enterprise (DBE) Information Participation, and/or**
- **ADM-0312f: Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation**

*Failure to complete and submit the required DBE information and forms, will be grounds for finding the bidder/proposer non-responsive and cause for rejection of the bid/proposal (also refer to Section Q of the RFP).*

**New Requirement effective April 9, 2024:** The bidder/proposer awarded the Agreement shall complete and submit [ADM-3069](#), Disadvantaged Business Enterprises Utilization Report with each invoice as required in the Proposed form of Agreement's Exhibit B, Budget Detail and Payment Provisions and Exhibit D, Special Terms and Conditions.

Please read this Notice and Attachments very carefully as bidder/proposer is responsible to ensure bid submittal documents are complete and accurate.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

**A) AUTHORITY AND BIDDER'S RESPONSIBILITY**

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) shall be fully informed of the requirements of the regulations and Caltrans' DBE Program developed pursuant to the regulations. It is the policy of the State of California, Department of Transportation (Caltrans), that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder should ensure that DBE firms have an opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps for this assurance. The bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

**Terms as used in this document:**

- 'Caltrans' means 'State of California, Department of Transportation'
- 'Awarding Agency' means the agency that let the contract and subrecipient of Caltrans
- 'Agreement' also means 'Contract'
- 'Bidder' also means 'proposer' or 'offeror'
- 'Work Codes' indicate the types of work DBE firms are certified to perform

It is the bidder's responsibility to make work available to DBEs and select portions of work, services, or material needed from the Scope of Work. The required work, services and/or material must be relevant to the DBEs work codes to meet the contract goal for DBE participation in this solicitation or provide information to establish, that prior to bidding, the bidder made an adequate Good Faith Effort (GFE) to meet the goal.

To be eligible for award of the Agreement, the bidder shall demonstrate that the contract goal for DBE participation was met or that, prior to bidding, an adequate GFE to meet the goal was made. Preliminary determination of goal attainment or GFE by the bidder will be by the Awarding Agency. Final determination of goal attainment or GFE by the bidder will be at Caltrans' discretion.

Bidder is cautioned that even though its submittal indicates it will meet the stated DBE goal, its submittal should also include its GFE documentation along with DBE goal information to protect its eligibility for award of the Agreement in the event Awarding Agency, in its review, finds that the goal has not been met.

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**It is the bidder's responsibility to verify DBE certifications.**

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**B) SUBMISSION OF DBE INFORMATION AND PARTICIPATION**

In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a GFE to meet the contract goal for DBE participation as established for this Agreement (refer to Section III, DBE Certification Requirements, Section 4). Bidder shall submit the attached form(s).

- Bidders List
- ADM-0227f, Disadvantaged Business Enterprise (DBE) Information
- ADM-0312f, Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation. Bidder shall provide sufficient documentation to demonstrate adequate GFEs were made. For disqualification examples, refer to the Instructions to Bidder/Proposer on page 1 of the ADM-0312f.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

**C) DBE CERTIFICATION REQUIREMENTS**

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26 and Caltrans' DBE Program developed pursuant to the regulations. Particular attention is directed to the following:

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act **and** certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation, Office of Civil Rights (OCR) web site at: <https://caltrans.dbesystem.com/>.

**Resources to Obtain a List of Certified DBEs for Caltrans Solicitations**

Contractors bidding on Caltrans solicitations with a contract goal for DBE participation may contact the DBE supportive services consultant or obtain lists of certified DBEs from the CUCP database referenced above.

**NAICS Work Codes and Work Descriptions**

The North American Industry Classification System (NAICS) work codes are used to identify the type of work performed by DBEs. You will need to have the NAICS work code numbers before querying. The United States (US) Census Bureau has developed cross-references from Standard Industrial Classification (SIC) codes to the NAICS codes. Please visit the US Census Bureau web site for more information concerning work areas related to NAICS 237310 Highway, Street, and Bridge Construction, at the following location: <https://www.census.gov/naics/>.

**How to Obtain a Quarterly List of Certified DBEs without Internet Access**

If you do not have Internet access, Caltrans also publishes a quarterly directory of certified DBE firms extracted from the on-line database. A copy of the quarterly directory of certified DBEs may be ordered from the Caltrans' Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit by calling (916) 227-6000.

4. In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a Good Faith Effort to meet the contract goal for DBE participation established for the Agreement. The bidder can meet this requirement in one of two ways:
  - a. Meet the contract goal and document commitments for participation by DBE firms.
  - b. If the contract goal is not met or is partially met, the bidder must document an adequate GFE.
5. A bidder (**prime contractor**), **who is not a certified DBE**, will be required to document one or a combination of the following:
  - a. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
  - b. Prior to bidding, the bidder made an adequate GFE to meet the contract goal for DBE participation.

## Appendix G

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

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6. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
7. A certified DBE bidder not bidding as a joint venture with a non-DBE, is required to document one or more of the following:
  - a. The DBE bidder will meet the goal by performing work with its own forces.
  - b. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
  - c. Prior to bidding, the bidder made adequate GFEs to meet the contract goal for DBE participation.
8. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.
9. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must attach and submit the joint venture agreement with the ADM 0227F as instructed on page 2 of the form.
10. A DBE must perform a Commercially Useful Function (CUF), pursuant to 49 CFR 26, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for material and supplies to be used on the Agreement for negotiating price, determining quality, and quantity, installing (where applicable), and paying for the material itself.
11. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in its bid/proposal and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
12. Any dollar amount of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
13. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the goal except that portion of the work to be performed by non-DBE subcontractors.
14. If the bidder performs and documents an adequate GFE to meet the goal, the award cannot be denied on the basis that the bidder failed to meet the goal.

#### **D) CREDIT: MATERIAL – SUPPLIES – TRUCKING COMPANIES**

##### **A. CREDIT FOR MATERIAL OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:**

1. If the material or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the material or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the material or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the material or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the material, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as

## Appendix G

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### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

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provided in this paragraph if the person both owns and operates distribution equipment for the products.

6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for material or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the material and supplies or fees or transportation charges for the delivery of material or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of material or supplies is not counted toward the DBE goal in this instance.

#### **B. CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:**

1. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular Agreement and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
3. The DBE will receive credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck.
7. Leased trucks must display the name and identification number of the DBE.

#### **E) USE AND/OR TERMINATION OF PROPOSED DBEs**

If awarded the Agreement, the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval by the Awarding Agency Contract Manager and concurred by Caltrans and only as allowable as specified in the Agreement. This includes work that a prime contractor can perform with its own forces, or with a non-DBE firm, or another DBE firm.

Prior to the termination request, the prime contractor **must** notify the DBE, in writing, of the intent to terminate allowing for five days of response time in opposition of the rejection.

The prime contractor must have good cause in which to terminate the DBE firm. A good cause includes:

1. The DBE fails or refused to execute a written contract.
2. The DBE fails or refuses to perform the work consistent with normal industry standards.

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### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

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3. The DBE fails or refuses to meet the prime contractor's nondiscriminatory bond requirements.
4. The DBE becomes bankrupt or has credit unworthiness.
5. The DBE is ineligible to work because of suspension and debarment.
6. It has been determined that the DBE is not a responsible contractor.
7. The DBE voluntarily withdraws, with written notification, from the contract.
8. The DBE is ineligible to receive credit for the type of work required.
9. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
10. Or other documented compelling reason.

The Contractor must make an adequate GFE to find another certified DBE subcontractor to substitute for the original DBE. The GFE shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was substituted or terminated to the extent needed to meet the established contract goal for DBE participation.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the Agreement. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

#### **F) AWARD**

Award of the Agreement will be in accordance with the respective solicitation.

The bidder awarded the Agreement shall be responsible for implementing the applicable requirements of 49 CFR 26 in performance of the Agreement.

The bidder awarded the Agreement shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Report with each invoice.

## Appendix G

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

ADM-0227f (Rev. 06/2012) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

**PART A – CONTRACTORS INFORMATION (Refer to Instructions on Page 2 of this form. Bidder/Proposer shall ensure all information provided is complete and accurate.)**

|                               |                  |                        |               |
|-------------------------------|------------------|------------------------|---------------|
| CONTRACTOR'S BUSINESS NAME    | AGREEMENT NUMBER | CONTRACT DOLLAR AMOUNT | DATE          |
| CONTRACTOR'S BUSINESS ADDRESS | CITY             | STATE                  | ZIP CODE      |
| CONTACT PERSON                | BUSINESS PHONE   | FAX NUMBER             | EMAIL ADDRESS |

**PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)** Contractor shall attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed below.

| (1) Prime and Subcontractors: List Name(s) and addresses of all DBEs that will participate in this Agreement: | (2) Area Code & Phone Number | (3) Tier | (4) Description of Work, Service, or Material Supplied | (5) DBE or CUCP Certification Number. | (6) Ownership Code | (7) DBE \$ Amount Claimed | (8) % of \$ Value Claimed | (9) Caltrans Use Only % |
|---|------------------------------|----------|--|---------------------------------------|--------------------|---------------------------|---------------------------|-------------------------|
|   |                              |          |  |                                       |                    |                           |                           |                         |
|   |                              |          |  |                                       |                    |                           |                           |                         |
|   |                              |          |  |                                       |                    |                           |                           |                         |
|   |                              |          |  |                                       |                    |                           |                           |                         |
|   |                              |          |  |                                       |                    |                           |                           |                         |
|   |                              |          |  |                                       |                    |                           |                           |                         |
|   |                              |          |  |                                       |                    |                           |                           |                         |
|   |                              |          |  |                                       |                    |                           |                           |                         |

**PART C – FOR CALTRANS USE ONLY (Verification Completed by Civil Rights, Office of Business and Economic Opportunity):**

|  |           |      |                                |
|--|-----------|------|--------------------------------|
| PRINT VERIFIER'S NAME AND TITLE  | SIGNATURE | DATE | CIVIL RIGHTS STAMP OF APPROVED |
| DBE PARTICIPATION <input type="checkbox"/> YES (    %) <input type="checkbox"/> NO |           |      |                                |



Appendix G

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

AUTHORITY: Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227f (Please Type or Print Legibly):

**PART A – CONTRACTOR INFORMATION**

**CONTRACTOR’S BUSINESS INFORMATION:** Bidder’s/Proposer’s Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.

**Agreement Number:** The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.

**CONTRACT DOLLAR AMOUNT:** Total dollar amount that Contractor proposes to accomplish the Agreement.

**Date:** Date this form is completed.

**PART B – DBE INFORMATION AND DOCUMENTS**

**PRIME:** Complete if Prime is a certified DBE.

**Sub-Contractor:** Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE’s Letterhead) for all DBEs listed.

**Column 1:** Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.

**Column 2:** Enter the area code and phone number of the corresponding certified DBE listed in Column 1.

**Column 3:** Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.

**Column 4:** Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.

**Column 5:** Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB’s or RFP’s Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.

**Column 6:** Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.

- |                       |                                 |                    |
|-----------------------|---------------------------------|--------------------|
| 1 = Black American    | 4 = Asian-Pacific American      | 7 = Woman          |
| 2 = Hispanic American | 5 = Subcontinent Asian American | 8 = Other          |
| 3 = Native American   | 6 = Caucasian                   | 9 = Not Applicable |

**Column 7-8:** Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.

EXAMPLE:

**PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)**

| (1) List Name(s) and addresses of all DBEs that will participate in this Agreement: | (2) Area Code & Phone Number | Tier | (4) Description of Work, Services, or Material Supplied | (5) DBE or CUCP Certification Number. | (6) Ownership Code | (7) DBE \$ Amount Claimed | (8) % of \$ Value Claimed | (9) Caltrans Use Only % |
|---|------------------------------|------|---|---------------------------------------|--------------------|---------------------------|---------------------------|-------------------------|
| 1B Jane Prime Inc., 1234 Jane’s Street, Jane’s City, CA, 04321                      | (xxx) 000-1111               | 0    | Project management                                      | XXXXXXXXX                             | 7, 5               | 48,000                    | 48%                       |                         |
| Joe Subcontractor Inc., 4567 Joe’s Street, Joe’s City, CA, 07654                    | (xxx) 111-0000               | 1    | Design, surveys, environmental testing                  | 000000000000                          | 6                  | 42,000                    | 42%                       |                         |
| Supplier International LLC, 1100 X Street, Supplier’s City, CA, 45670               | (111) xxx-0001               | 2    | Survey instruments, testing materials                   | 11111111111111                        | 3                  | 10,000                    | 10%                       |                         |

**ADDITIONAL INFORMATION:**

- Form ADM-0312f should be submitted with the ADM-0227f to demonstrate good faith efforts (GFE) AND protect bidder’s/proposer’s eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the DBE goal.
- A DBE joint venture partner shall submit the joint venture agreement with the form ADM-0227f.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## Appendix G

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

### BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312f (REV 06/2012) Page 1 of 4

|                   |                          |      |
|-------------------|--------------------------|------|
| CONTRACTOR'S NAME | IFB OR RFP OR RFQ NUMBER | DATE |
|-------------------|--------------------------|------|

**BIDDER/PROPOSER INSTRUCTIONS:** Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers prosing goal attainment should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification may include but are not be limited to: 1) A DBE subcontractor was not certified by Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the bid/proposal due date and time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid by the bid due date and time.

**Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.**

**1. ADVERTISEMENT DOCUMENTATION**

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisement or proof of publication.

| TITLE OF PUBLICATION | PUBLICATION DATE(S) | TITLE OF PUBLICATION | PUBLICATION DATE(S) |
|----------------------|---------------------|----------------------|---------------------|
|                      |                     |                      |                     |
|                      |                     |                      |                     |
|                      |                     |                      |                     |
|                      |                     |                      |                     |

**2. DBE DOCUMENTATION**

- a. List the names and dates of written notices sent to certified DBE firms soliciting bids for the contract.
- b. List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
- c. Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- d. Identify information submitted to the bidder for this solicitation:

Check the appropriate box:       IFB                       RFP                       RFQ

**SOLICITATION**

| DATE MAILED | DATE PHONED | DATE OF FOLLOW-UP | FOLLOW-UP METHOD PHONE/EMAIL | NAME OF FIRM SOLICITED | CONTACT NAME | PHONE NUMBER |
|-------------|-------------|-------------------|------------------------------|------------------------|--------------|--------------|
|             |             |                   |                              |                        |              |              |
|             |             |                   |                              |                        |              |              |
|             |             |                   |                              |                        |              |              |
|             |             |                   |                              |                        |              |              |

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**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

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|-------------------|--------------------------|------|
| CONTRACTOR'S NAME | IFB OR RFP OR RFQ NUMBER | DATE |
|-------------------|--------------------------|------|

**2. DBE DOCUMENTATION (Continued)**

**SOLICITATION**

| DATE MAILED | DATE PHONED | DATE OF FOLLOW-UP | FOLLOW-UP METHOD PHONE/EMAIL | NAME OF FIRM SOLICITED | CONTACT NAME | PHONE NUMBER |
|-------------|-------------|-------------------|------------------------------|------------------------|--------------|--------------|
|             |             |                   |                              |                        |              |              |
|             |             |                   |                              |                        |              |              |
|             |             |                   |                              |                        |              |              |
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|             |             |                   |                              |                        |              |              |
|             |             |                   |                              |                        |              |              |
|             |             |                   |                              |                        |              |              |

**3. ITEMS OF WORK**

Identify the items of work made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. Bidder/Proposer shall demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

ITEMS OF WORK:

BREAKDOWN OF ITEMS:

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**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

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|                   |                          |      |
|-------------------|--------------------------|------|
| CONTRACTOR'S NAME | IFB OR RFP OR RFQ NUMBER | DATE |
|-------------------|--------------------------|------|

**4. DBE RESPONSES**

List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract that were not accepted. Provide a summary of your discussion and/or negotiations with each, the name of the firm selected for that portion of work, and the reasons for your choice. Attach copies of quotes from DBE firms contacted

| DBE FIRM NAME | PHONE NUMBER | RESPONDED |    | SELECTED |    | GIVE REASON FOR NON-SELECTION AND A SUMMARY OF DISCUSSIONS |
|---------------|--------------|-----------|----|----------|----|--|
|               |              | YES       | NO | YES      | NO |  |
|               |              |           |    |          |    |  |
|               |              |           |    |          |    |  |
|               |              |           |    |          |    |  |
|               |              |           |    |          |    |  |
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|               |              |           |    |          |    |  |
|               |              |           |    |          |    |  |
|               |              |           |    |          |    |  |

**5. ASSISTANCE TO DBEs – Bonding, Insurance, etc.**

Identify efforts to assist DBEs in obtaining bonding, lines of credit, insurance, and/or any technical assistance related to requirements for the work or for plans and specification provided to DBEs.

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**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

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| CONTRACTOR'S NAME | IFB OR RFP OR RFQ NUMBER | DATE |
|-------------------|--------------------------|------|
|-------------------|--------------------------|------|

**6. ASSISTANCE TO DBEs – Equipment/Materials, etc.**

Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

**7. ADDITIONAL DATA**

Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance in contacting, recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.

| NAME OF AGENCY/ORGANIZATION | METHODS/DATE OF CONTACT | RESULTS |
|-----------------------------|-------------------------|---------|
|                             |                         |         |
|                             |                         |         |
|                             |                         |         |
|                             |                         |         |
|                             |                         |         |
|                             |                         |         |
|                             |                         |         |

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 9581



Draft Agreement

For Management, Operations  
and Maintenance Services

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## **AGREEMENT**

### **LAKE TRANSIT SYSTEM**

#### **MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

This AGREEMENT for management of the Lake Transit System, hereinafter referred to as "LAKE TRANSIT" is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the Lake Transit Authority, hereinafter referred to as "LTA" and Paratransit Services, Inc., hereinafter referred to as "CONTRACTOR".

#### **WITNESSETH**

**WHEREAS**, the LTA has determined that it requires management, operations and maintenance services for its LAKE TRANSIT public transit system; and

**WHEREAS**, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

#### **1. COMPLETE AGREEMENT**

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the LTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. LTA's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of LTA's right to such performance by CONTRACTOR.



## **2. LTA DESIGNEE**

The EXECUTIVE DIRECTOR of LTA or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of LTA as set forth in the herein AGREEMENT, subsequent to the authorization by the Board of Directors of LTA.

## **3. EMPLOYMENT OF THE CONTRACTOR**

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management, operation and maintenance of the LAKE TRANSIT public transit system.

## **4. INDEPENDENT CONTRACTOR**

CONTRACTOR'S relationship to LTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of LTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the LTA.

## **5. SCOPE OF WORK**

Subject only to the general policies and direction of the LTA with regard to LAKE TRANSIT public transit system management, operations and maintenance, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving LTA's notice to proceed, do all things necessary to supervise, operate and maintain the

LAKE TRANSIT public transit system, including but not limited to providing project management; day-to-day operation of LAKE TRANSIT vehicles; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics and other maintenance and repair personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for LAKE TRANSIT vehicles; assisting in public relations and promotions; preparation of reports and analyses of financial and other matters; clerical, statistical, and bookkeeping services; providing all vehicle operators with uniforms; providing equipment, parts and supplies required in the operation of the LAKE TRANSIT public transit system unless specifically identified to be contributed by LTA; cleaning and maintenance of specified LTA facilities, including the Lamkin-Sanchez Transit Operations Facility and bus stop facilities; and such other work as may be necessary in connection with the operation of the LAKE TRANSIT public transit system in accordance with EXHIBIT "B" - SCOPE OF WORK attached hereto.

## **6. CHANGES IN SCOPE OF WORK**

It is understood and agreed by LTA and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of LAKE TRANSIT public transit system operations.

### **6.1 Amendment**

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment NO. 1" and so forth, shall be subject to all of the other

applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "C", entitled "APPROVED AMENDMENTS - LTA AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

## **6.2 Minor Changes**

Notwithstanding the above, LTA without invalidating the AGREEMENT may from time to time order minor changes in the scope and/or extent of LAKE TRANSIT public transit system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this ARTICLE, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than fifteen percent (15%). Such changes shall be made by written sequentially numbered change order.

## **7. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and save harmless the LTA and the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, and all their officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorneys fees and other costs of defense incurred by LTA and/or the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, whether for damage to or loss of property, or injury to or death of person, including properties of LTA and the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, and injury to or death of any of LTA, CITY OF CLEARLAKE, CITY OF LAKEPORT, or COUNTY OF LAKE officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the

negligence of LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and/or the COUNTY OF LAKE.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

## **8. INSURANCE; BONDS; PERFORMANCE GUARANTEE**

### **8.1 Insurance**

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

8.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

8.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (1) name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, the COUNTY OF

LAKE, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA, the CITIES of CLEARLAKE and LAKEPORT, and the COUNTY OF LAKE; and (3) contain standard cross liability provisions.

8.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$10,000,000 (TEN MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5,000 per occurrence, (2) name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, all their elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (3) be primary for all purposes; and, (4) contain standard cross liability provisions.

8.1.4 AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this Agreement, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

8.1.5 GARAGEKEEPER'S LEGAL LIABILITY INSURANCE with a limit of not less than five hundred thousand dollars (\$500,000) per occurrence.

8.1.6 FIRE AND CASUALTY PROPERTY DAMAGE INSURANCE coverage of the Lake Transit Authority operations and maintenance facility located at 9240 Highway 53 in Lower Lake, CA. This facility completed in December 2004 is a 7,472 square feet pre-engineered steel building with a 1-hr. rating, automatic sprinklers, and monitored fire alarm system. It is situated on a 157,620 sq. ft. site with lighted, fenced, and video surveilled bus storage area. The insurance coverage shall be for replacement cost with a limit of not less than seven million dollars (\$7,000,000) per occurrence. Coverage shall include fire, earthquake, flood, and equipment coverage.

8.1.7 ALL INSURANCE shall contain the following provisions:

- A. Coverage shall be on an “occurrence” basis.
- B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- C. The Liability policy must cover personal injury as well as bodily injury.
- D. The Liability policy shall include a cross-liability or severability of interest endorsement.
- E. Broad form property damage liability must be afforded.
- F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

H. Policies shall name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, the COUNTY OF LAKE, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverages required above, including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to LTA.

The LTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. LTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, LTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, LTA may deduct from sums due to CONTRACTOR any premium costs advanced by LTA for such insurance.

## **8.2 Fidelity Bond**

CONTRACTOR shall secure for its employees a Fidelity Bond, Employee Dishonesty Insurance, or other security acceptable to the LTA Executive Director, protecting the LTA from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such fidelity bond, insurance, or security shall name LTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR'S performance under this AGREEMENT. CONTRACTOR shall provide proof of such coverage to LTA prior to commencement of work under this Agreement.

## **8.3 Performance Guarantee**

CONTRACTOR shall perform no services pursuant to this agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to LTA for use of LTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of \$750,000, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve any security that is not unconditionally payable to LTA upon LTA demand.



## 9. PAYMENT

LTA agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

### 9.1 Price Formula

For services rendered as set forth under Article 5, "Scope of Work", and detailed in EXHIBIT B, payment shall be based on the following firm fixed price rates for the periods: July 1, 2025 through June 30, 2026 (FY 2025/26); and, July 1, 2026 through June 30, 2027 (FY 2026/27); and, July 1, 2027 through June 30, 2028 (FY 2027/28).

- A. A FIXED HOURLY RATE. The Fixed Hourly Rate per Vehicle Revenue Hour of \_\_\_\_\_ in FY 2025/26, \$\_\_\_\_\_ in FY 2026/27, and \_\_\_\_\_ in FY 2027/28 will be calculated as follows. Vehicle Revenue Hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers. For Fixed Route Service, including Route Deviation Service, Vehicle Revenue Hours are defined as the scheduled hours of service, including scheduled layovers of less than 30 minutes, as set forth in **Exhibit "E" - Lake Transit Riders Guide**, attached hereto, or any subsequent revisions thereto, plus or minus adjustments for schedule deviations or other service level changes as specifically authorized by LTA in accordance with ARTICLE 5 - SCOPE OF WORK and/or EXHIBIT "B" - SCOPE OF WORK, SECTION 2.2 of this AGREEMENT. For Dial-A-Ride services, Vehicle Revenue Hours are defined as the time from when a vehicle picks up its first passenger of the day or scheduled service period through the time the vehicle drops off its last passenger of the day or scheduled service period. For all modes of operation, Vehicle Revenue Hours shall specifically exclude time for travel to and from storage facilities, downtime for roadcalls, road tests, fueling,

vehicle inspections, driver training and driver breaks. Fixed Hourly Rate cost elements are detailed in Exhibit “H” – CONTRACTOR’S PROPOSAL, attached hereto and made a part hereof by this reference.

B. A FIXED MONTHLY RATE of \$\_\_\_\_\_ per month in 2025/26, \_\_\_\_\_ per month in FY 2026/27, and \$\_\_\_\_\_ in FY 2027/28. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "B", SCOPE OF WORK, except those specifically included under Section 9.1(A) - Fixed Hourly Rate; Section 9.2 - Fuel Price Formula; Section 9.3 - Engine, Transmission And Differential Expense Reimbursements; and, Section 9.4 – Bus Stop Shelter and Bench Cleaning and Maintenance Rate. Fixed Monthly Rate cost elements are detailed on Exhibit “H” - CONTRACTOR’S PROPOSAL attached hereto and made a part hereof by this reference.

C. A BUS STOP SHELTER AND BENCH CLEANING AND MAINTENANCE RATE.

The Fixed Bus Stop Cleaning and Maintenance Rate of \_\_\_\_\_ in 2025/26, \$\_\_\_\_\_ in 2026/27, and \$\_\_\_\_\_ in 2027/28 calculated based upon actual occurrences of scheduled cleaning and maintenance in accordance with requirements set forth under EXHIBIT "B" - SCOPE OF WORK, SECTION 3.17.

## **9.2 Fuel Price Formula**

LTA shall pay CONTRACTOR actual cost per gallon of fuel dispensed into LTA vehicles. “Actual cost” shall be defined as the cost paid by the CONTRACTOR to purchase fuel plus only such tax as may be generally applicable to fuel consumed in the operation of public transit vehicles under state and federal tax codes. CONTRACTOR shall cooperate with LTA and its member public agencies to reduce fuel costs through

group purchasing under public agency competitive bids unless CONTRACTOR is able to obtain lower prices through CONTRACTOR'S direct purchasing efforts.

### **9.3 Engine, Transmission and Differential Expense Reimbursements**

LTA shall reimburse CONTRACTOR for actual expense incurred (labor and parts) for engine, transmission and differential overhaul work. All work shall be done at a factory authorized repair shop in accordance with the conditions set forth under EXHIBIT "B" - SCOPE OF WORK, SECTION 3.10.

### **9.4 Insurance Cost Adjustment Based on Changes in Fleet Composition**

LTA and Contractor agree that the baseline market value of the LTA vehicle fleet is established by Exhibit D of this agreement. Further, LTA and Contractor agree that an insurance cost adjustment will be made for the difference in market value when a vehicle is added to or deleted from the fleet. The amount of the adjustment shall be based on a statement from the vehicle insurer and shall be limited to the cost change resulting from the difference in market value when a vehicle is added or deleted. If the net change in market value is less than five percent when a vehicle is replaced, no adjustment will be made.

### **9.5 Invoice; Payment**

On or before the 10<sup>th</sup> day of each month CONTRACTOR shall submit an invoice to LTA, ATTENTION: EXECUTIVE DIRECTOR, itemizing CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the Executive Director may from time to time require. As a minimum, CONTRACTOR shall submit the invoices itemized as follows:

1. Fixed Monthly Rate.
2. Vehicle Revenue Hour charges shall be directly traceable by LAKE TRANSIT service as identified in ***Exhibit "E" - Lake Transit Riders Guide***, or revisions thereto, operator trip sheets and time cards.
3. Fuel Charges shall be itemized by date, location and vehicle fueled, and fuel charges shall be directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.
4. Bus Stop Cleaning and Maintenance Rate charges itemized by date and location of bus stops cleaned.
5. Insurance Cost Adjustment itemized by vehicle added or deleted and based on statement from vehicle insurer.
6. Other Charges for which prior written authorization has been provided by LTA, but not covered in the Fixed Monthly Rate, Fixed Vehicle Revenue Hour, or Fuel charges, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

All payments by LTA shall be made in arrears after the service has been provided.

LTA shall pay all reasonable and allowable items in CONTRACTOR'S invoice within sixty (60) days following receipt of such invoice. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days after receipt of invoice by LTA.

## 9.6 Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event the CONTRACTOR acts or fails to act in the manner set forth in items 1 through 5 of this section. The amount of the damage is difficult, if not impossible, to ascertain due to the nature of this Agreement and the nature of such damages.

Accordingly, the parties hereto have determined to establish the provision of this Section as and for LTA's damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. LTA may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:

1. PROJECT MANAGER: Twenty thousand dollars (\$20,000) per incident for relocating, reassigning, or transferring the Project Manager during the term of this Agreement including any option periods exercised by LTA, unless such relocation, reassignment or transfer is the result of a specific request by LTA to change project managers. LTA may at its sole discretion authorize CONTRACTOR to supplement the compensation of a replacement Project Manager with some or all of the entire liquidated damage amount in lieu of paying the entire amount to LTA.
2. WHEELCHAIR ACCESS: Two hundred fifty dollars (\$250) per incident for each occurrence that: (1) a wheelchair lift fails to operate properly during the pickup of a disabled passenger, (2) a wheelchair becomes unfastened from its tie down(s), (3) a fixed route bus does not stop for a passenger in a wheelchair waiting at a bus stop.
3. VEHICLE CLEANING AND MAINTENANCE: One hundred dollars (\$100) per incident for each day that: (1) vehicle(s) in revenue service are not maintained in a clean condition in accordance with contract standards; (2) vehicle(s) in revenue service have not been serviced in accordance with preventive maintenance and

repair schedules; (3) vehicle(s) in revenue service is operated without an adequately functioning air conditioning (heating and cooling) system; (4) an LTA vehicle is placed out of service by the CONTRACTOR without written authorization by LTA for a period of more than twenty (20) calendar days, (4) a vehicle is placed in service with body or upholstery damage that occurred more than ten (10) days prior to the day of service.

4. ANNOUNCEMENT OF STOPS: Twenty-five dollars (\$25) per incident for each occurrence up to a maximum of one hundred dollars (\$100) per day that a fixed route driver fails to call major bus stops in accordance with 49 CFR Part 37 – Transportation Services for Individuals with Disabilities. For purposes of this section, major bus stops shall be defined as any transfer point, major intersection or destination point (such as a hospital, medical clinic, school, city or county government office, or major shopping center), and, in any case, at least once every five minutes on local bus routes and ten minutes on regional bus routes.
5. PERFORMANCE OF SCHEDULE: One hundred dollars (\$100) per occurrence that: CONTRACTOR fails to obtain an on-time performance level of:
  - a. A bus fails to depart the first time point of a route within ten (10) minutes after the scheduled departure time except in the case of unavoidable delays caused by incidents beyond the control of the CONTRACTOR. Unavoidable delays may include road construction, accidents, fire, severe weather, or mechanical failure.
  - b. Failure to adhere to route sequence.
  - c. Any trip that a bus departs from a designated time point one minute or more before its scheduled departure time.

d. Any missed ADA trip on Dial-A-Ride based on failure to provide service within one hour of the requested pickup or drop-off time, as appropriate, in response to a request for service made the previous day.

6. CHP RATING: Five thousand dollars (\$5,000) per incident that CONTRACTOR receives an unsatisfactory rating from the California Highway Patrol (CHP) based on the annual CHP terminal inspection of CONTRACTOR'S location.

Liquidated damages will not be assessed sooner than six (6) months after the initiation of services under this Agreement, except that LTA may assess liquidated damages at any time following commencement of this Agreement for CONTRACTOR'S relocation, reassignment or transfer of the Project Manager. LTA will assess liquidated damages after observation of the incident by LTA or one of its authorized monitors. LTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by LTA and the CONTRACTOR.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA and shall not be subject to discussion or mediation by the CONTRACTOR. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

## **10. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation is limited to

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including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties hereto that said

maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for thirty-six (36) months, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided herein above is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed, or expenditures incurred, by the CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of the CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein, is estimated to be reached.

For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified herein above, the EXECUTIVE DIRECTOR of LTA shall have authority to obligate LTA through their signature on any such amendment, but only within the funding limitations established by the LTA.

## **11. OPERATING REVENUES**

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and ticket and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass and ticket sales revenues in the manner discussed in the attached EXHIBIT "B", Scope of Work, and as necessary for LTA to meet the requirements of State and Federal funding sources.



## **12. TERM OF AGREEMENT**

### **12.1 Base Term**

This AGREEMENT shall become effective July 1, 2025 and shall continue in full force and effect through June 30, 2028 unless earlier terminated as herein provided.

### **12.2 Month-to-Month Extensions**

Upon completion of the full term of this AGREEMENT, LTA at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of three (3) months. LTA shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

### **12.3 Option Term**

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at LTA's sole election, anytime on or before the date specified herein and as follows:

DESCRIPTION - LTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to three option periods of two-year duration.

PRICE - The Fixed Hourly Rate, Fixed Monthly Rate, and Fixed Rate Per Bus Stop Cleaned shall be limited so that the maximum percentage increase in the AGREEMENT budget for each option period, after adjustment for any changes in the level of vehicle revenue hours to be provided, shall be no more than either (1) the average percentage annual increase in the U.S. City Average Consumer Price Index (CPI-U) for the two most recently concluded calendar years, or (2) a percentage equal to seventy percent (70%) of the percentage increase in the state minimum wage for the calendar year in which the option term will commence, whichever is higher.

OPTION EXERCISE DATES: On or before April 1, 2028 for the first option, on or before April 1, 2030 for the second option, and on or before April 1, 2032 for the third option.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual AGREEMENT.

It is mutually understood and agreed that LTA is under no obligation whatsoever to exercise this option and that no representations have been made by LTA committing it to such exercise of this option, and that LTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

#### **12.4 Transition to Future Contractor**

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the LTA or any future CONTRACTOR selected by LTA, CONTRACTOR'S full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and to maintenance records.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers required by LTA to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to the new provider's services, and shall cooperate fully with the LTA and the new provider to this end.

## **13. ADMINISTRATION**

### **13.1 Control**

Contractor shall render all services under this Agreement in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 6 - Changes in Scope of Work herein.

CONTRACTOR shall advise LTA of matters of importance, such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the LTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

LTA shall not interfere with the management of CONTRACTOR'S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees.

LTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, LTA may demand removal of any CONTRACTOR employee from the LTA's project by providing written notice to CONTRACTOR.

### **13.2 Force Majeure:**

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify LTA of the fact, and thereafter shall report to LTA all relevant information then known to CONTRACTOR, and shall continue to so report.

## **14. GENERAL PROVISIONS**

### **14.1 Conflict of Interest**

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

### **14.2 Conflict of Transportation Interests**

CONTRACTOR shall not divert any revenues, passengers or other business from LAKE TRANSIT to any taxi or other transportation operation of CONTRACTOR.

### **14.3 Conflicting Use**

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities that are dedicated to LTA for performing services under this AGREEMENT for any use

whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

#### **14.4 Headings:**

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

#### **14.5 Exhibits:**

All exhibits attached to this AGREEMENT are incorporated into this AGREEMENT by reference.

#### **14.6 Sale or Transfer**

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the LTA to such sale, assignment, or transfer. In the event of any violation of this Section, LTA may immediately terminate this AGREEMENT.

#### **14.7 Binding**

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

#### **14.8 Compliance with Laws, Rules, Regulations**

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable state, or local statutes, and any rules or regulations promulgated there under.

This Agreement is financed in part with funding received under Section 5311 of the Federal Transit Act. All services performed by Contractor pursuant to this Agreement

shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to the items listed on Exhibit A - Third Party Contract Clauses - Federal Transit Administration and California Department of Transportation Required Provisions.

CONTRACTOR shall pay all taxes and fees required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of LTA if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating LTA vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

#### **14.9 Federal Changes**

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

#### **14.10 Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any LTA requests which would cause LTA to be in violation of the FTA terms and conditions.

**14.11 Notice**

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

**LTA:**

Lake Transit Authority  
525 S. Main Street Suite #G  
Ukiah, CA 95482

**CONTRACTOR:**

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed on the day and year first above written.

**LAKE TRANSIT AUTHORITY**

**CONTRACTOR**

By \_\_\_\_\_  
Lisa Davey-Bates, Executive Director

By \_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**WITNESSED:**

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

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**THIRD PARTY CONTRACT CLAUSES**

**Federal Transit Administration and  
California Department of Transportation Required Provisions**

1. Source of Funding:

This contract entered \_\_\_\_\_ between \_\_\_\_\_  
on \_\_\_\_\_ (DATE) \_\_\_\_\_ (AWARDING AGENCY)  
and \_\_\_\_\_ for  
(CONTRACTOR)

(PROJECT)  
is being funded with the following fund source(s) and amounts:

| FUND SOURCE | AMOUNT |
|-------------|--------|
|             |        |
|             |        |
|             |        |

Parties referenced in the following clauses are defined as:

“AWARDING AGENCY” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the AWARDING AGENCY’s federally-supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the AWARDING AGENCY to provide goods or services directly to the AWARDING AGENCY for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

**For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00**

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the AWARDING AGENCY for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the AWARDING AGENCY'S obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. AWARDING AGENCY Approval of Subagreements. The AWARDING AGENCY shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the AWARDING AGENCY. Any proposed amendments or modifications to such Subagreements must be approved by the AWARDING AGENCY prior to implementation.

#### Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Access to Records

The AWARDDING AGENCY, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

#### Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

#### Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

#### Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

#### Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AWARDING AGENCY or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the AWARDING AGENCY of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the AWARDING AGENCY shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
  2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the AWARDING AGENCY or the California Department of Transportation may direct as a

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the AWARDING AGENCY to enter into such litigation to protect the interest of the AWARDING AGENCY, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

#### G. Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AWARDING AGENCY requests which would cause the AWARDING AGENCY to be in violation of the FTA terms and conditions.

#### Prohibition on certain telecommunications and video surveillance services or equipment.

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the AWARDING AGENCY that would cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

#### Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

#### Safe Operation of Motor Vehicles

- A. Seat Belt Use. The CONTRACTOR agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a “Seat Belt Use” provision in each sub agreement related to the Award.
- B. Distracted Driving, Including Text Messaging While Driving. The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
  - 1. Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the AWARDING AGENCY owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
  - 2. Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
  - 3. Extension of Provision. The CONTRACTOR agrees to include the preceding Safe Operation of Motor Vehicles from this AGREEMENT in its sub agreements and at each tier supported with federal assistance, and encourage compliance with this provision.

#### **Awards Exceeding \$10,000.00**

#### Additional Termination Provisions

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- A. Termination for Convenience (General Provision). When it is in the AWARDING AGENCY's best interest, the AWARDING AGENCY reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AWARDING AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AWARDING AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AWARDING AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the AWARDING AGENCY and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

#### **Awards Exceeding \$25,000.00**

##### Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.



## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that AWARDING AGENCY and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

#### Legal Matters Concerning a Covered Transaction

- A. If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the AWARDING AGENCY must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
  - 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.
  - 2. Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal or STATE Government’s administration or enforcement of federal laws, regulations, and requirements.
  - 3. The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

**Awards Exceeding \$100,000.00**

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

#### Provisions for Resolution of Disputes, Breaches, or Other Litigation

The AWARDING AGENCY and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the AWARDING AGENCY Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The AWARDING AGENCY Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the AWARDING AGENCY's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the AWARDING AGENCY Representative's decision shall become the final decision of the AWARDING AGENCY. The AWARDING AGENCY and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the AWARDING AGENCY shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

#### Clean Water

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the AWARDDING AGENCY and understands and agrees that the AWARDDING AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Awards Exceeding \$150,000.00**

##### Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$150,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

##### Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the AWARDDING AGENCY and understands and agrees that the AWARDDING AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Awards with Transport of Property or Persons**

##### U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- B. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

#### **Awards with Transit Operations**

##### Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

#### Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

#### School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

#### Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

#### Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the AWARDING AGENCY that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any AWARDING AGENCY at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected AWARDING AGENCY at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

#### *Drug and Alcohol Testing*

The CONTRACTOR agrees to:

Participate in the AWARDING AGENCY's drug and alcohol program established in compliance with 49 CFR Part 655.

#### **Awards with Rolling Stock**

##### Bus Testing

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e), 5323(c), and the FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the AWARDING AGENCY.

##### Pre-Award and Post Delivery Audit

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.

#### **Miscellaneous Special Requirements**

##### Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

##### DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the AWARDING AGENCY, the termination of this contract by the AWARDING AGENCY, or such other remedy the STATE or AWARDING AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

AWARDING AGENCY shall notify the CALTRANS DBELO in the event the AWARDING AGENCY finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

#### DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The AWARDING AGENCY must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the AWARDING AGENCY's prior written consent and concurrence from the CALTRANS DBELO. The AWARDING AGENCY may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the AWARDING AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

#### Continued Compliance

The AWARDING AGENCY shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

#### Prompt Payment and Return of Retainage

- A. The AWARDING AGENCY shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

#### Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

## **EXHIBIT “B”**

### **Agreement - Management and Operation Of the Lake Transit System**

#### **Scope of Work**

##### **1. LTA DUTIES AND RESPONSIBILITIES**

LTA shall perform the following duties and accept the following responsibilities with respect to LAKE TRANSIT system. To the extent reasonable and feasible, CONTRACTOR shall assist LTA in this regard.

##### **1.1 System Planning and Administration**

LTA shall be responsible for all planning activities relative to LAKE TRANSIT routes, schedules, days and hours of operation, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

##### **1.2 Advertising and Promotion**

LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of LAKE TRANSIT operations and to promote ridership.

##### **1.3 Buses; Equipment**

LTA shall provide to CONTRACTOR the vehicles and equipment set forth in EXHIBIT “D” entitled “LTA VEHICLES; EQUIPMENT”. These vehicles and equipment shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing, by LTA. CONTRACTOR assists with delivery inspections of new vehicles, annual CHP and Caltrans inspections, preparation of vehicles for sale, and disposal of surplus vehicles and equipment.

##### **1.4 Two-Way Radio Communications System**

LTA shall provide for CONTRACTOR use a two-way radio communication system with call sign WPMN812. The system consists of equipment set forth in Exhibit "D" and three repeaters located strategically on leased space on Buckingham Peak of Mount Konocti, on Mount St. Helena, and on Cobb Mountain.

##### **1.5 Operations and Maintenance Facility**

LTA shall provide to the CONTRACTOR the use of the Lamkin-Sanchez Transit Operations Center located at 9240 Highway 53, Lower Lake, CA. This facility shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing by LTA.



## **1.6 Schedules; Passes; Tickets**

LTA shall prepare, print and provide to CONTRACTOR all schedules, passes, tickets, posters, flyers, and like materials required by LAKE TRANSIT operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by LTA.

## **1.7 Paratransit Software**

LTA will provide RouteMatch paratransit management software for use by CONTRACTOR to facilitate paratransit scheduling and dispatch.

## **1.8 Technology**

LTA will provide and maintain General Transit Feed Specification Real-Time (GTFS-RT) data to support continuing efforts to provide real-time information to users, and a fare collection modernization and integration project in association with the Far North Group of transit agencies and the California Integrated Travel Project (Cal-ITP). Equipment to support these efforts, including vehicle location trackers, cellular credit card validators, are listed in Exhibit D. Contractor will assist LTA by maintaining equipment to vehicle assignment inventory, and by reporting error codes and facilitating occasional updates.

## **1.9 Street Furnishings**

LTA shall purchase, install and replace all street furnishings required for LAKE TRANSIT operations. Such furnishings shall include bus stop signs and posts, benches, shelters and the like. CONTRACTOR shall clean, maintain, and repair benches and shelters in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by LTA. LTA member agencies are responsible to maintain trees or request property owners to maintain trees along LAKE TRANSIT routes and at bus stops so as to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with LTA by advising it of any such conditions observed during LAKE TRANSIT operations. LTA shall coordinate with local jurisdictions to correct such conditions in a timely manner. Nothing heretofore shall relieve LAKE TRANSIT vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

## **1.10 Notification - Potential Interference with LAKE TRANSIT Operations**

LTA shall request that its member agencies make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events under their jurisdictions, which may interfere with LAKE TRANSIT operations or require deviations from established routes or schedules. CONTRACTOR and LTA shall mutually agree upon such deviations.

## **2. CONTRACTOR DUTIES AND RESPONSIBILITIES - OPERATIONS**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of LAKE TRANSIT. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and demand responsive public transportation system of a kind and character such as LAKE TRANSIT.

## 2.1 Operations - General

CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the LAKE TRANSIT system as specified by the LTA.

CONTRACTOR shall assist and cooperate with LTA in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with LTA on matters related to schedule development, operations, monitoring, reporting and service performance measurements.

All facilities, equipment and services required in the operation and management of the LAKE TRANSIT system shall be furnished by CONTRACTOR unless specifically identified to be contributed by LTA.

## 2.2 Operations - Fixed Route and Route Deviation Bus Service

CONTRACTOR will operate Fixed Route Bus Services as specified by LTA and in strict accordance with the operating days and hours, routes and schedules set forth in the current LAKE TRANSIT *Riders Guide*, attached hereto as **Exhibit E**, or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary:

- (1) To respond to telephone requests on an advance reservation basis and to deviate from the designated route only on "Flex Stop" designated schedules to meet the needs of persons eligible for Americans with Disabilities Act (ADA) Complementary Paratransit Service; and,
- (2) To avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify LTA of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary.

In the event that a LAKE TRANSIT route operates more than ten minutes behind schedule, CONTRACTOR shall take all available steps to restore on-time performance. CONTRACTOR shall establish procedures, subject to LTA review and approval, to restore on-time performance.

## 2.3 Operations - Local Dial-A-Ride Service

Dial-A-Ride service shall be operated in strict accordance with the operating days and hours, maximum service levels and service areas set forth by LTA in the current LAKE TRANSIT Riders Guide and information brochures, attached hereto as **Exhibit E**, or in the adopted "Dial-A-Ride Policies, Standards, and Procedures", attached hereto as **Exhibit F** or any revisions thereto.

CONTRACTOR shall accept next day reservations and reservations up to fourteen (14) days in advance from passengers who qualify for Dial-A-Ride service based on age or disability, including those who qualify for Complementary Paratransit Service in accordance with the Americans with Disabilities Act (ADA) and USDOT regulations. Reservations for ADA eligible persons shall have priority over all other Dial-A-Ride trips.

CONTRACTOR shall respond to telephone requests for Dial-A-Ride service on a “real time” demand-response basis whenever requests can be accommodated without increasing Vehicle Revenue Hours.

CONTRACTOR shall accept “subscription service” reservations (provision of repetitive trips over an extended period time without requiring that individuals call to request each trip); however, the level of subscription service provided shall not exceed fifty percent of the total number of trips available during a given hour of the day.

CONTRACTOR is authorized to have only as many vehicles in Dial-A-Ride service at a given time as service demand requires. However, in no event will the total annual vehicle revenue hours billed to the LTA exceed 6,500 without prior written authorization by the LTA Transit Manager.

## **2.4 Charter, Special Event, Promotional, and Other Special Services**

In addition to regular LAKE TRANSIT operations, CONTRACTOR may from time to time, upon receiving specific written authorization by LTA, provide charter, special event, promotional, or other special transportation services within the LAKE TRANSIT service area using LTA vehicles, provided that such services are determined by LTA to be in the public interest, do not interfere with regular LAKE TRANSIT operations, and are in compliance with applicable federal and state statutes.

CONTRACTOR shall be entitled to compensation for such services at the normal rate per revenue vehicle hour specified in the AGREEMENT, except that such rates shall also be applied to non-revenue vehicle hours required for vehicle pre-trip inspection and deadhead travel.

## **2.5 Service Standards**

CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with LTA expectations.

CONTRACTOR and LTA shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by LTA. Should it be found that CONTRACTOR’S performance has contributed to CONTRACTOR’S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by LTA to correct deficiencies in performance. Should deficiencies persist, LTA may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

### **A. Fixed Route Service Standards:**

1. Schedule Reliability - Intercity Routes: A minimum of ninety-five percent (95%) of bus departures will be within 0 to 10 minutes after the scheduled departure time as indicated by published timetables.
2. Schedule Reliability - All Other Fixed Routes: A minimum of ninety percent (90%) of bus departures will be within 0 to 5 minutes after the

scheduled departure time as indicated by published timetables.

3. Missed Run: Less than 0.5 percent of scheduled departures from a route terminal will be missed runs. A missed run occurs when a scheduled departure is canceled, or when a bus departs the first time point of a route more than ten (10) minutes after the published departure time.

**B. Route Deviation Service Standards:**

1. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be served within a 30 minute window (plus or minus 15 minutes from the recorded reservation time).
2. Schedule Reliability: Same as Fixed Route Service Standards.
3. Missed Run: Same as Fixed Route Service Standard.
4. Service Refusals (ADA Trips Only):  
With respect to reservation requests made by individuals who possess valid ADA Paratransit Eligibility Identification Cards:
  - a) Less than 0.5 percent (0.5%), or one in 200, requests will be refused.
  - b) There will be no pattern of service refusals.

**C. Dial-A-Ride Productivity Standards:**

1. Passengers per Vehicle Revenue Hour: Average 2.0 or greater.
2. Average vehicle revenue miles per passenger: 5 or less.

**D. Dial-A-Ride Customer Service Level Standards:**

1. Reservation Reliability: Ninety-five percent (90%) of reservation trips will be served within a 30-minute window (plus or minus 15 minutes from the recorded reservation time).
2. No Show Ratio: On average, there will be less than one no-show per 20 passenger trips.
3. Service Refusals (ADA Trips Only):  
With respect to reservation requests made by individuals who possess valid ADA Paratransit Eligibility Identification Cards:
  - a) Less than 0.5 percent (0.5%), or one in 200, requests will be refused based on the criteria of providing a reservation within one hour of the requested time (one hour before arrival is necessary for an appointment, or one hour after a requested departure for a return trip).
  - b) There will be no pattern of service refusals.

## **2.6 Operations Personnel**

The CONTRACTOR shall provide all management, supervision, trainers, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate the LAKE TRANSIT system, including any required on-board security or supervision.

## **2.7 Operations Management**

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a full-time Project Manager, subject to the approval of LTA, who shall provide overall management and supervision of LAKE TRANSIT public transit operations under the terms of this AGREEMENT. The Project Manager must have a minimum of five years of experience in public transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from a four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager must have completed the Transit and Paratransit Management Certificate Program sponsored by CalACT, California Transit Association, Caltrans, and Access Services, which is currently offered through University of the Pacific, or a similar certification or degree program. Alternatively, the Project Manager may enroll in such program and complete the certificate requirements within 18 months following approval by LTA of the Project Manager candidate. CONTRACTOR shall pay the cost of participation in the certificate program, or approved alternative.

The Project Manager shall work cooperatively with LTA's Transit Manager in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from LAKE TRANSIT passengers and the general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure LTA that the Project Manager designated for this project will not be replaced without the prior written consent of LTA. Should the services of the Project Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to LTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless CONTRACTOR is not provided with such notice by the departing employee. LTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Project Manager.

The CONTRACTOR shall further designate a full-time Operations Supervisor/Trainer to assist the Project Manager in carrying out all activities relative to LAKE TRANSIT operations.

The office of the Project Manager will be physically located at the LTA Lamkin-Sanchez Transit Operations Center in Lower Lake. The Project Manager will be expected to remain at the facility or otherwise within the LAKE TRANSIT service area, as appropriate, to the maximum extent possible. At all times, the Project Manager or Operations Supervisor, or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day LAKE TRANSIT operations, including emergency situations, or to provide coordination as necessary, and shall be

authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

## **2.8 Employee Selection and Supervision**

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform LAKE TRANSIT operations. Responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. The CONTRACTOR shall perform employment, DMV, physicals, and criminal background checks of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, professional manner at all times.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and repair, and control of LTA vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

CONTRACTOR shall make special efforts to hire Spanish-speaking employees to facilitate communication with Limited English Proficiency (LEP) patrons.

Nothing in this section shall be construed by either CONTRACTOR or LTA to be in conflict with the language and intent of Article 4, Independent CONTRACTOR, of the AGREEMENT of which this Scope of Work is a part.

## **2.9 Training of Drivers and Operations Personnel**

CONTRACTOR shall develop, implement and maintain a formal training and retraining program, which shall be subject to review and approval by LTA. An outline of the training program, including periodic updates, shall be on file in the office of the LTA Transit Manager. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be

limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, language identification for persons with limited english proficiency, accident/incident procedures, radio procedures, LAKE TRANSIT operating policies and procedures, employee work rules, vehicle safety inspection, video surveillance policies and procedures, inclement weather policy, equipment care and maintenance, customer relations, and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in the LAKE TRANSIT services.

All drivers, excluding Entry Level Driver Trainees, shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by LTA, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers of transit buses shall possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code.

Entry Level Driver Trainees (ELDP) shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by LTA, and shall hold a valid Commercial Learner's Permit (CLP). ELDP shall not operate LTA vehicles which are classified as Commercial Motor Vehicles (CMV) except when no passengers are on board, and only while training and accompanied by a Commercial Driver's License (CDL) holder with appropriate endorsements. ELDP may operate non-CMV small transit vehicles with up to 15-passenger capacity.

If applicable, drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate.

Drivers shall meet all applicable requirements as established by the California Highway Patrol. CONTRACTOR shall prepare and furnish to LTA for approval, and to all drivers, dispatchers, telephone operators, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, bus and demand response services and schedules, information referrals, ADA regulations regarding trip reservations, LAKE TRANSIT reservation procedures, and operating policies. Operations control personnel assigned to LAKE TRANSIT scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

## **2.10 Driver's Responsibilities**

Drivers will, when requested by LTA, hand out notices to passengers or otherwise render assistance in LTA's customer relations, promotion, marketing, monitoring and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue and collect transfers, as determined by LTA. Drivers will verify deposits into the farebox of cash fares and cash for the purchase of passes, but drivers will not

handle money. Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by LTA.

When requested, drivers of vehicles in dial-a-ride or route deviation (Flex Route) service will provide passenger assistance to persons with disabilities, including boarding/deboarding assistance, loading and unloading of small packages, and, to the extent reasonable and required under the ADA, provide travel assistance between the vehicle and the passenger's door.

Drivers shall have available at all times during operation of any bus an accurate time piece or device that conforms to the local time zone adjusted Coordinated Universal Time (UTC) as used by cellular networks and internet providers.

## **2.11 Uniforms**

Drivers shall be in uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide driver uniforms to its employees. The design, type and logo of the uniforms shall be subject to LTA's advance approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

## **2.12 Safety Program**

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers; operations personnel and LTA's vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements, and shall furnish LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to LTA.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Employer Pull Notice Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR will require all drivers, control room personnel, vehicle maintenance and repair mechanics, and supervisors to participate in the safety program.

## **2.13 Road Supervision**

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events.

## **2.14 Accident, Incident, and Complaint Procedures**

CONTRACTOR shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in



service, fixed route buses operating more than ten minutes behind schedule, and demand response buses operating more than fifteen minutes behind promised schedule.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Highway Patrol or local police as appropriate, and then to the LTA Transit Manager. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. **CONTRACTOR will supply LTA with copies of all accident and incident reports.**

The LTA Transit Manager shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to LTA property within 24 hours. In cases involving injury, CONTRACTOR shall notify LTA Transit Manager immediately upon receipt by CONTRACTOR of such information.

## **2.15 Vehicle Scheduling and Dispatching**

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using LAKE TRANSIT services. This may utilize the RouteMatch software as provided by LTA, or another method. The method should be capable of accommodating both advance reservations and "real time" requests for immediate service. The dispatch method must integrate all demand for service into efficient vehicle use that maximizes productivity and assures service quality to levels prescribed in this Scope of Work. Either manual or computer-assisted scheduling technique is acceptable.

CONTRACTOR shall provide an adequate number of persons to staff the LAKE TRANSIT scheduling and vehicle dispatching functions. These persons shall also be responsible for maintaining radio contact with all vehicles in service and for maintaining the daily dispatch log to be proposed by CONTRACTOR.

## **2.16 Operations Headquarters**

CONTRACTOR shall establish and maintain its operations headquarters at the Lamkin-Sanchez Transit Operations Center. Except for items expressly identified to be provided and/or maintained by LTA, CONTRACTOR shall, as an integral part of the operating headquarters, equip and furnish the offices and control room, including maps, information boards, official time clock, adequate desks, tables, chairs, and other equipment as may be required or appropriate to provide LTA services. CONTRACTOR shall utilize the transit operations center in accordance with Exhibit G, Operations and Maintenance Facility Use Agreement, attached hereto.

## **2.17 Telephone Reservation and Information System**

CONTRACTOR shall provide and maintain a telephone system dedicated exclusively to the reception of incoming calls from LAKE TRANSIT patrons for the purposes of requesting service information and demand response service or reservations. CONTRACTOR shall provide telephone equipment, telephone lines, and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with LAKE TRANSIT patron demand.

CONTRACTOR shall install and maintain at CONTRACTOR's expense a sufficient number of lines to respond to incoming calls with a minimum of busy signals. Call volume will periodically be monitored and the need for additional phone lines will be evaluated at least annually.

Initially, CONTRACTOR shall install at CONTRACTOR's facility a minimum of three telephone lines that shall be completely dedicated to the reservation and information system. Said

telephone lines shall be connected in rotary, utilize the existing LAKE TRANSIT information and dispatch phone number, 994-3334, and listed in accordance with LTA instructions. In addition, CONTRACTOR shall install and maintain at least one telephone line with appropriate features to provide for **countywide toll free incoming calls** from LAKE TRANSIT patrons. This may be the existing Lakeport exchange phone number, 263-3334, which is used by patrons to call LAKE TRANSIT and which utilizes call forwarding to connect toll free to the existing dispatch location, or it may be another alternative approved by LTA in advance. Upon termination of the AGREEMENT of which this Scope of Work is a part, LTA reserves all rights to the dedicated lines identified herein, and CONTRACTOR agrees to transfer of said telephone numbers.

CONTRACTOR shall install at CONTRACTOR's expense separate phone line(s) for business office, facsimile, or other calls.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from deaf or Limited English Proficiency (LEP) patrons of LAKE TRANSIT. CONTRACTOR may provide TDD equipment for communications with deaf patrons, or use the telephone relay service for communication with deaf customers. CONTRACTOR shall provide at CONTRACTOR'S expense a language translation service such as Language Line to communicate with LEP individuals.

## **2.18 Fares; Fare Collection; On-Board Pass Sales; Credit Card and ATM Payment**

All fares of any kind or character to be paid by LAKE TRANSIT patrons shall be established by LTA. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. Patrons will pay cash fares in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons in the fareboxes provided by LTA with each vehicle. Drivers shall sell punch card passes on board the bus for the exact cash payment amount required. The cash payment shall be deposited by the customer into the farebox. CONTRACTOR will collect, or otherwise process in the manner directed by LTA, all non-cash fares (transfers, passes and like). All fares collected are the sole property of LTA.

CONTRACTOR shall receive payment from patrons utilizing credit cards and ATM cards accepted by LTA using contactless card validators in accordance with procedures specified by LTA.

CONTRACTOR shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity. All counting of fares will be subject to video surveillance. All fare accounting shall be in accordance with procedures to be proposed by the CONTRACTOR and subject to LTA approval. Fare revenue shall be deducted as a credit on CONTRACTOR'S monthly invoice, or LTA may require CONTRACTOR to issue a weekly or monthly check to LTA equal to fare revenues collected. LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

## **2.19 Pass and Ticket Sales**

CONTRACTOR'S office staff shall sell tickets and passes to bus patrons and community organizations, and invoice and receive payment for LTA services in accordance with procedures specified by LTA. Credit accounts shall be approved by LTA. Initially, there will be up to 70 pass sales credit accounts.

CONTRACTOR shall distribute tickets and passes, and collect revenue from up to twelve community retail outlets on a monthly basis. CONTRACTOR shall provide accurate information regarding passes and tickets to transit system patrons, community organizations, and retail outlet personnel.

## **2.20 Books; Records; Reports**

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for LTA under this AGREEMENT on file for at least three (3) years following the date of final payment to CONTRACTOR by LTA. Original documents or certified copies shall be maintained locally. CONTRACTOR shall propose methods and procedures for approval by LTA for storage, maintenance, and retrieval of electronic data if used to meet the requirements of this section.

Any duly authorized representative(s) of LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to LTA representative(s) for such access and inspection. Further, any duly authorized representative(s) of LTA shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, LTA's representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall collect, record and report to the LTA on a quarterly basis all accounting data for the LAKE TRANSIT operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to LTA within one month after the close of the applicable quarter.

CONTRACTOR shall collect, record and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, statistics required under the California Transportation Development Act, as amended; statistics required by the Federal Transit Administration under the Section 5310, 5311, and 5311(f) grant programs; passenger count data by fare category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings and dial-a-ride passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by LTA, and shall be summarized daily on the Daily Operations Summary.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

Daily logs, reports and summaries shall be available for LTA review at the Lamkin-Sanchez Transit Operations Center by 3 p.m. of the next business day following data collection. If requested, the daily summary shall be made available by close of business the following day.

Weekly reports shall be e-mailed to LTA by Tuesday of the following week, and monthly reports shall be e-mailed to LTA no later than the 10<sup>th</sup> of the following month.

Quarterly reports shall be compiled on a year-to-date cumulative basis and shall be submitted within 30 days after the close of the applicable quarter.

## **2.21 System Promotion**

LTA shall direct LAKE TRANSIT system promotion and advertising, provide or pay for all advertising and promotional materials, and authorize all promotional activities. CONTRACTOR shall be responsible to prepare and carryout an annual schedule of community based promotional activities on behalf of the LTA.

CONTRACTOR shall prepare and submit a preliminary annual schedule within 30 days following the effective date of this Agreement. The schedule shall be updated monthly so as to coincide with LTA Board Meetings, and each May for the following fiscal year. Community based promotional activities may include such activities as operation of a booth at the Lake County Fair, presentations to Senior Citizen Centers or to schools, training of trainers for employers or other user groups, and participation in parades. The promotional schedule shall be prepared cooperatively with and approved by the LTA Transit Manager.

CONTRACTOR also shall dispense LAKE TRANSIT information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things to assist and support LTA's advertising and public information efforts.

CONTRACTOR shall make available needed equipment and personnel at no cost or expense to LTA, except that LTA shall compensate CONTRACTOR for (1) vehicle operations in accordance with Section 2.4 herein above, and (2) extraordinary personnel and other expenses authorized in writing in advance. It is anticipated that most promotional activities will be staffed by salaried personnel or personnel involved in vehicle operations. Extraordinary personnel expense will include expenses for the use of hourly personnel for whom compensation is not provided in the contract fixed monthly or hourly rates.

## **2.22 System Recommendations**

CONTRACTOR shall continually monitor LAKE TRANSIT operations, facilities and equipment and shall, from time-to-time and as warranted, advise LTA and make recommendations to it upon observed deficiencies and needed improvements. LTA shall retain all authority, however, to make determinations and to take action on such recommendations.

## **2.23 Emergencies; Natural Disasters**

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist LTA in ameliorating such incidents. To the extent LTA requires CONTRACTOR to provide such emergency services and facilities, CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate LAKE TRANSIT herein above contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and LTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

### **3. CONTRACTOR DUTIES AND RESPONSIBILITIES - MAINTENANCE**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance and repair of LTA vehicles, equipment, and facilities. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and/or demand response public transportation system of a kind and character such as the LAKE TRANSIT public transit system.

#### **3.1 Maintenance - General**

CONTRACTOR shall be responsible for the maintenance and repair of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of LAKE TRANSIT in a clean, safe, sound and operable condition at all times, and fully in accord with any manufacturer recommended maintenance and repair procedures and specifications, as well as with the applicable requirements of any federal or state statute. In this regard, CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, maintenance and repair tools and equipment, service facilities and such other components, facilities and services which may be required to fulfill its maintenance and repair responsibilities, at CONTRACTOR'S sole cost and expense.

#### **3.2 Vehicles; Equipment**

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in EXHIBIT "D" - LTA VEHICLES; EQUIPMENT, and that each and every item has been received in good working condition. In the event that LTA provides CONTRACTOR with additional buses and/or equipment at future times, EXHIBIT "D" shall be amended in the manner provided hereinabove for amendments to this AGREEMENT and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery to it. Upon termination of this AGREEMENT, CONTRACTOR shall return all LTA-owned equipment to LTA, with no deferred maintenance, repair or damage, less reasonable wear and tear.

#### **3.3 Maintenance and Operations Facility**

CONTRACTOR shall establish its operations and maintenance headquarters for LTA at the Lamkin-Sanchez Transit Operations Center located at 9240 Highway 53 in Lower Lake, California. CONTRACTOR shall utilize and maintain the facility in accordance with the attached EXHIBIT G, OPERATIONS AND MAINTENANCE FACILITY USE AGREEMENT. Except for items expressly identified to be provided and/or maintained by LTA, the CONTRACTOR shall equip the facility with all tools and equipment necessary for maintenance and repair of LTA vehicles in accordance with this AGREEMENT. All out-of-service LTA vehicles on CONTRACTOR'S premises shall be stored at all times either within an enclosed, paved garage, or within a paved, fenced and security lit outside storage area.

#### **3.4 Maintenance Management**

CONTRACTOR shall designate and provide the services of a qualified Maintenance Supervisor, subject to the approval of LTA. This individual may be the lead mechanic and shall be assigned to LTA maintenance and repair operations on a full-time basis. The Maintenance Supervisor shall provide maintenance and repair scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR maintenance and repair duties and responsibilities.

The Maintenance Supervisor shall be a certified journeyman mechanic, and shall have a minimum of three years journeyman level experience in the automotive repair trade including at least one year experience working with small and medium size transit vehicle engines, air conditioning systems, and wheelchair lifts, as well as experience in directing the work of other maintenance and repair personnel.

Should the services of the Maintenance Supervisor become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to LTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Maintenance Supervisor, unless CONTRACTOR is not provided with such notice by the departing employee. LTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Supervisor.

### **3.5 Maintenance and Repair Technical Training**

CONTRACTOR shall provide technical training of maintenance and repair personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the several types of vehicles used in fixed route and demand response service, including air conditioning systems, wheelchair lifts, electronically controlled engines and transmissions, and other ancillary equipment.

### **3.6 Daily Vehicle Servicing**

CONTRACTOR shall perform daily vehicle servicing on all LTA vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to, fueling; engine oil, coolant, water and transmission fluid check/add; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and check of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. CONTRACTOR shall develop, implement and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for LTA and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

### **3.7 Vehicle Cleaning**

CONTRACTOR shall maintain LTA vehicles in a clean and neat condition at all times. A record of interior and exterior vehicle washing shall be maintained in the Maintenance Supervisor's office, or other designated maintenance shop location.

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be repaired immediately upon discovery. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body,

all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

### **3.8 Preventive Maintenance**

CONTRACTOR shall document and submit a preventive maintenance program for review and approval by LTA within thirty (30) days of the effective date of this AGREEMENT. As a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any LTA vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance and repair in specific instances where CONTRACTOR'S employees or LTA representatives observe that maintenance and repair is needed in advance of schedule.

CONTRACTOR shall not defer maintenance and repair for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance and repair without prior written consent of LTA. CONTRACTOR shall adjust the work schedules of employees as necessary to meet all scheduled services and complete preventive maintenance and repair activities according to the schedule approved by LTA.

### **3.9 Vehicle Repair**

All repairs to LTA vehicles shall be performed by CONTRACTOR or by other vendors and suppliers designated by the CONTRACTOR. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required.

CONTRACTOR shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. CONTRACTOR shall assure LTA that required repairs shall not be deferred beyond a reasonable time.

Preventive maintenance and repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources.

CONTRACTOR shall be familiar with vehicle and equipment warranties, shall comply with all warranty provisions in the conduct of its maintenance and repair functions, and shall monitor warranty repairs to take full advantage of warranty service and to evaluate defects as potential fleet wide defects needing manufacturer correction.

### **3.10 Engine, Transmission and Differential Overhaul**

CONTRACTOR shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly catastrophic failures. As a minimum, the CONTRACTOR's monitoring program shall consider miles accumulated; fuel, oil, transmission fluid, and differential oil consumption trends; loss of power; and erratic performance. In addition, CONTRACTOR shall perform a laboratory analysis of engine oil at every oil change, laboratory analysis of transmission fluid and differential oil

every 4 months, or when necessary to assist in the diagnosis of a mechanical problem. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

If CONTRACTOR determines that an engine, transmission or differential unit needs to be overhauled or replaced, CONTRACTOR shall notify LTA in writing detailing the reasons for such a determination. The determination shall include detailed findings of tests, oil analysis or consumables data that support the conclusion. After inspection, LTA may direct CONTRACTOR in writing to proceed with the recommended work.

Engine, transmission and differential overhaul shall be performed by a factory authorized repair shop, approved by LTA in advance of work, using only OEM parts and OEM minimum overhaul standards. LTA will reimburse CONTRACTOR only for actual costs incurred for engine, transmission and differential work accomplished following the above guidelines. If LTA determines that such work was a result of poor maintenance and repair performance, failure to monitor overhaul criteria, neglect or abuse by CONTRACTOR, LTA will not be liable for any costs. CONTRACTOR must submit a detailed invoice to LTA for all such work.

CONTRACTOR shall be responsible for the cost of labor to remove and replace engines, transmissions and differentials. In addition, during an overhaul or when engine, transmission and/or differential is removed, CONTRACTOR, at their expense, shall cause ancillary parts to be replaced, including all cooling hoses, engine and transmission mounts, drive belts, and rebuild or replace the radiator. Also, CONTRACTOR shall be responsible to assess all other components, lines, hoses or systems. Those items determined to have never been replaced or found not to meet the OEM minimum standards for serviceability shall be rebuilt or replaced to minimum OEM specifications at the time of the overhaul.

CONTRACTOR shall remain responsible for all costs related to repair or replacement of engine driven parts such as generators, hydraulic pumps, water pumps, engine driven fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, starter motors and turbochargers. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of transmission related parts such as oil coolers, external oil lines, external filters, external linkage modulators, external speedometers, "driven" gears or sensors, neutral start switches and temperature sensors. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of differential related parts such as rear axle housing, bearings, shafts and seals.

### **3.11 Parts Inventory**

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met.

### **3.12 Tools and Equipment**

All tools and equipment used for LAKE TRANSIT maintenance and repair, except for small hand tools provided by CONTRACTOR'S employees, shall be provided and maintained by CONTRACTOR.

### **3.13 Vehicle Towing**

In the event that towing of any LTA vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense.



### **3.14 Maintenance and Repair Records and Reports**

CONTRACTOR shall prepare, maintain, make available to LTA and reduce to written form, records and data relative to vehicle and vehicle accessory maintenance and repair, and radio system maintenance. Maintenance and repair records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of LTA to enable it to accurately evaluate CONTRACTOR'S maintenance and repair performance and the operating expense associated with various LTA vehicles and equipment.

Records of all maintenance, repair and inspections shall be made available to LTA, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at the CONTRACTOR's local facility in Lake County. CONTRACTOR shall retain said records for a period of three years after the conclusion of the contract term. Said records may be prepared and maintained in an electronic format approved by LTA. LTA maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of maintenance and repair work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. CONTRACTOR shall transport any or all vehicles to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by LTA or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

CONTRACTOR shall prepare maintenance and repair records and reports in a form and according to a schedule approved by LTA. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklists.
- Bus cleaning/washing log.
- Repair orders and work orders, including cost analysis, for all maintenance and repair inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Roadcall reports, or work orders, for each roadcall identifying date and time, vehicle number, problem and mileage of vehicle.
- Oil analysis reports for each 6,000 mile interval of vehicle operation.
- Monthly summary to be attached to CONTRACTOR'S invoice listing each vehicle, vehicle mileage, vehicle miles since last preventive maintenance and repair inspection, vehicle fuel and lubricants consumption, and vehicle roadcalls.
- Quarterly fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle

year-to-date maintenance and repair cost and cost per mile; route service total roadcalls and miles per roadcall; demand response total roadcalls and miles per road call; major component overhauls, rebuilds and replacements by vehicle; and CONTRACTOR'S summary of maintenance and repair problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

### **3.15 Emissions Control Programs**

CONTRACTOR shall be responsible to administer a Smog Check program of LTA gasoline powered vehicles and administer the testing for the California Air Resources Board Clean Fleet Program. CONTRACTOR shall cooperate with LTA in the scheduling of emissions testing, and shall further be responsible to conduct repairs as required to meet emissions standards.

### **3.16 Fuel**

CONTRACTOR shall provide fuel required in the operation of LTA vehicles. Fuel shall be supplied in accordance with engine manufacturer recommendations and in full compliance with all applicable state and federal requirements. CONTRACTOR shall purchase fuel at or below the card lock rates available to CONTRACTOR, as LTA services provider, through the County of Lake or other government fuel-purchasing contract made available to CONTRACTOR.

CONTRACTOR shall be responsible, on behalf of LTA for LAKE TRANSIT public transit operations, to obtain state and federal tax exemptions applicable to the purchase and consumption of fuel for use in public transit vehicles. In this regard, CONTRACTOR shall obtain required permits and administer fuel transactions in a manner that fully complies with all applicable state and federal requirements.

CONTRACTOR shall provide a monthly report to LTA detailing gallons dispensed and miles per gallon for each LTA vehicle for the previous month and for the year-to-date.

### **3.17 Bus Stop Cleaning and Maintenance**

CONTRACTOR, or subCONTRACTOR(s) designated by CONTRACTOR, shall maintain LAKE TRANSIT bus stops that are equipped with shelters and/or benches in a clean and safe condition at all times. Vehicle operators shall be instructed to spot check and remove litter from shelters and benches as time allows, and to report cleaning, maintenance and repair needs immediately to the operations office.

CONTRACTOR shall establish and maintain a regular cleaning and inspection schedule and log for bus stops equipped with shelters and/or benches. Shelters and surrounding areas shall be thoroughly cleaned and inspected bi-weekly, or more often as needed to maintain a clean and inviting appearance. Benches and surrounding areas shall be thoroughly cleaned and inspected at least monthly. A thorough cleaning and inspection shall include removal of litter and emptying of trash receptacles (if so equipped); high pressure washing of shelters, benches, trash receptacles, and concrete pad or sidewalk area immediately in front of and within 10 feet of the shelter, bench, and trash receptacle; removal of graffiti; and a post-cleaning inspection of the shelter and/or bench to determine maintenance needs, identify and mitigate potential safety hazards, and make minor on-the-spot repairs such as tightening of bolts or screws.

CONTRACTOR shall be responsible to obtain any required authorizations or permits to work on private property or in the public right-of-way while cleaning and maintaining shelters, and for any liability or damage incurred in the course of cleaning and maintaining shelters and/or benches.

### **3.18 Bus Stop Shelter and Bench Repair**

All repairs to LTA benches and shelters shall be performed by CONTRACTOR or by other vendors and suppliers designated by the CONTRACTOR. Repairs shall include, but not be limited to, work to correct loss or damage, including vandalism; adjustments due to normal wear and tear; and rebuilding or replacement of components. All repair parts shall be as provided by original manufacturer or of equal or better quality.

CONTRACTOR shall be responsible to monitor the condition of LAKE TRANSIT shelters and benches so as to remove hazards and perform repair work expeditiously in response to identification of problems by drivers, other staff members, LTA, or the public. Repair work shall be conducted as soon as practicable upon learning that such work is required. In the event that the condition of a shelter or bench presents a hazard and immediate repairs are not possible, CONTRACTOR shall take steps to remove or mitigate the hazard, including, if necessary, removal of the shelter or bench to a storage, repair or disposal location.

### **3.19 Communications System**

On behalf of LTA, CONTRACTOR shall operate the two-way radio system licensed to LTA under call sign WPMN812 in compliance with all applicable federal statutes, regulations, and licensing conditions. CONTRACTOR shall be responsible for all maintenance and repair required to maintain in accordance with manufacturer and FCC requirements the base station located at the Lamkin-Sanchez Operations Center and handheld or vehicle mounted mobile radios.

CONTRACTOR shall be responsible to provide any cellular phones used by CONTRACTOR staff, and shall be responsible for the appropriate use, airtime and other charges or expenses related to the use of cellular phones

LTA may provide vehicle mounted cellular network data devices for use by the CONTRACTOR to monitor vehicle location and provide operating data. Airtime or other approved charges related to the use, maintenance, or repair of said data devices shall be passed through to LTA. Said devices will be used only for purposes intended and approved by LTA.

### **3.20 Facilitation of Advertising on Transit Property**

CONTRACTOR shall facilitate the LTA advertising program by providing reasonable access to the advertising services contractor for installation and removal of vinyl advertising materials. CONTRACTOR will inspect the work of the advertising services CONTRACTOR to determine whether or not vehicle surfaces are damaged, or advertisements are out of date. CONTRACTOR shall promptly notify LTA of damage, out of date advertisements, or other problems that may arise from time to time.

**EXHIBIT C**

**AGREEMENT - MANAGEMENT AND OPERATION  
OF THE LAKE TRANSIT AUTHORITY SYSTEM**

**APPROVED AMENDMENTS**

**Exhibit D**  
**Lake Transit Authority**  
**Agreement - Operations and Maintenance - Lake Transit System**  
**Equipment**

| Fleet No.                       | Acquired | Model Year | Model                  | Chassis     | Vehicle Identification Number | Ambulatory Capacity | Wheel-chair Capacity | Fuel     | Mileage 1/31/25 | Original Source of Funding | Scheduled Replacement Date | Engine Replacement Mileage | Transmission Replacement Mileage |
|---------------------------------|----------|------------|------------------------|-------------|-------------------------------|---------------------|----------------------|----------|-----------------|----------------------------|----------------------------|----------------------------|----------------------------------|
| 1303                            | May-13   | 2013       | Glaval Universal 22'   | Ford        | 1FD4E4FSXDDA20617             | 12                  | 4                    | Gasoline | 148,836         | PTMISEA                    | 25/26                      |                            | 135,776                          |
| 1501                            | Dec-15   | 2015       | Glaval Legacy 35'      | Cummins FRT | 4UZADRDU2GCHK9540             | 29                  | 2                    | Diesel   | 246,520         | 5311(f)                    | 25/26                      |                            |                                  |
| 1502                            | Dec-15   | 2015       | Glaval Legacy 35'      | Cummins FRT | 4UZADRDU6GCHK9539             | 29                  | 2                    | Diesel   | 278,452         | 5311(f)                    | 25/26                      |                            |                                  |
| 1601                            | Dec-16   | 2017       | Glaval Legacy 32'      | Cummins FRT | 4UZADRDU9HCJC8216             | 27                  | 3                    | Diesel   | 158,527         | PTMISEA                    | 26/27                      |                            |                                  |
| 1602                            | Dec-16   | 2017       | Glaval Legacy 32'      | Cummins FRT | 4UZADRDU0HCJC8217             | 27                  | 3                    | Diesel   | 331,568         | PTMISEA                    | 26/27                      |                            |                                  |
| 1703                            | Jun-17   | 2017       | Goshen Impulse 26'     | Ford        | 1FD4E4FS8HDC33541             | 18                  | 2                    | Gasoline | 265,969         | PTMISEA                    | 26/27                      |                            |                                  |
| 1707                            | Jun-17   | 2017       | Goshen Impulse 26'     | Ford        | 1FD4E4FS2HDC36404             | 18                  | 2                    | Gasoline | 269,226         | PTMISEA                    | 26/27                      |                            |                                  |
| 1708                            | Jun-17   | 2017       | Goshen Impulse 26'     | Ford        | 1FD4E4FS8HDC36407             | 18                  | 2                    | Gasoline | 265,883         | PTMISEA                    | 26/27                      |                            |                                  |
| 1709                            | Oct-17   | 2016       | Mobility Venture MV-1  | Ford        | 57WMD2C68GM100346             | 6                   | 2                    | Gasoline | 82,422          | CalOES                     | 27/28                      |                            |                                  |
| 1710                            | Oct-17   | 2016       | Mobility Venture MV-2  | Ford        | 57WMD2C61GM100432             | 6                   | 2                    | Gasoline | 65,009          | CalOES                     | 27/28                      |                            |                                  |
| 1712                            | Oct-17   | 2017       | Glaval Legacy 32'      | Cummins FRT | 4UZADRFD3JCJT5539             | 27                  | 3                    | Diesel   | 215,658         | PTMISEA                    | 27/28                      |                            |                                  |
| 1713                            | Oct-17   | 2017       | Glaval Legacy 32'      | Cummins FRT | 4UZADRFD1JCJT5538             | 27                  | 3                    | Diesel   | 254,308         | PTMISEA                    | 27/28                      |                            |                                  |
| 1801                            | Nov-18   | 2019       | Glaval Legacy 32'      | Cummins FRT | 4UZADRFDXKCKY3513             | 27                  | 3                    | Diesel   | 208,308         | 5339                       | 27/28                      |                            |                                  |
| 1901                            | May-19   | 2018       | Transit Works T350 Van | Ford        | 1FBZX2CM9JKB31600             | 7                   | 1                    | Gasoline | 144,094         | PTMISEA                    | 28/29                      |                            |                                  |
| 1902                            | May-19   | 2019       | Starcraft Starlite 20' | Ford        | 1FDES6PM2JKB43562             | 7                   | 3                    | Gasoline | 129,737         | PTMISEA                    | 28/29                      |                            |                                  |
| 1903                            | May-19   | 2019       | Starcraft Starlite 22' | Ford        | 1FDRS8PM6HKB51736             | 11                  | 2                    | Gasoline | 165,677         | PTMISEA                    | 28/29                      |                            |                                  |
| 1904                            | Dec-19   | 2019       | Glaval Commute 21'     | Ford        | 1FDES6PM6KKB48491             | 8                   | 2                    | Gasoline | 131,553         | PTMISEA                    | 28/29                      | 109,720                    |                                  |
| 1905                            | Dec-19   | 2019       | Glaval Commute 21'     | Ford        | 1FDES6PM7KKB40836             | 8                   | 2                    | Gasoline | 78,650          | PTMISEA                    | 29/30                      |                            |                                  |
| 1906                            | Dec-19   | 2019       | Glaval Commute 23'     | Ford        | 1FDES8PM0KKB17068             | 11                  | 3                    | Gasoline | 141,761         | PTMISEA                    | 29/30                      |                            |                                  |
| 2101                            | Jun-21   | 2020       | Glaval Legacy 32'      | Cummins FRT | 4UZADRFD5NCNE1310             | 27                  | 3                    | Diesel   | 166,549         | 5339                       | 29/30                      |                            |                                  |
| 2102                            | Jun-21   | 2020       | Glaval Legacy 32'      | Cummins FRT | 4UZADRFD7NCNE1311             | 27                  | 3                    | Diesel   | 148,349         | 5339                       | 29/30                      |                            |                                  |
| 2103                            | Jul-21   | 2020       | Glaval Legacy 32'      | Cummins FRT | 4UZADRFD0NCNE1312             | 27                  | 3                    | Diesel   | 131,331         | 5339                       | 29/30                      |                            |                                  |
| 2203                            | Nov-22   | 2015       | Glaval                 | Ford        | 1FD4E4FSXGDC13192             | 19                  | 2                    | Gasoline | 214,569         |                            | 25/26                      |                            |                                  |
| 2401                            | Apr-24   | 2024       | Starcraft Allstar 25'  | Ford        | 1FD4E4FNXRDD38867             | 17                  | 2                    | Gasoline | 22,892          | 5339                       | 2030/31                    |                            |                                  |
| 2402                            | Apr-24   | 2024       | Starcraft Allstar 25'  | Ford        | 1FD4E4FN5RDD39215             | 17                  | 2                    | Gasoline | 22,606          | 5339                       | 2030/31                    |                            |                                  |
| 2403                            | Apr-24   | 2024       | Starcraft Allstar 25'  | Ford        | 1FD4E4FN5RDD39182             | 17                  | 2                    | Gasoline | 6,126           | 5339                       | 2030/31                    |                            |                                  |
| 2404                            | Apr-24   | 2024       | Starcraft Allstar 25'  | Ford        | 1FD4E4FN6RDD39191             | 17                  | 2                    | Gasoline | 22,723          | 5339                       | 2030/31                    |                            |                                  |
| 2405                            | Apr-24   | 2024       | Starcraft Allstar 25'  | Ford        | 1FD4E4FN4RDD38864             | 17                  | 2                    | Gasoline | 30,214          | 5339                       | 2030/31                    |                            |                                  |
| 2406                            | Apr-24   | 2024       | Starcraft Allstar 25'  | Ford        | 1FD4E4FN5RDD39179             | 17                  | 2                    | Gasoline | 22,129          | 5339                       | 2030/31                    |                            |                                  |
| 2407                            | Apr-24   | 2024       | Starcraft Allstar 25'  | Ford        | 1FD4E4FN5RDD39201             | 17                  | 2                    | Gasoline | 17,062          | 5339                       | 2030/31                    |                            |                                  |
| <b>TO BE ORDERED IN 2024/25</b> |          |            |                        |             |                               |                     |                      |          |                 |                            |                            |                            |                                  |
|                                 | Mar-25   | 2025       | Glaval Legacy 32'      | F-550       |                               | 27                  | 3                    | Diesel   | 0               | 5339                       |                            |                            |                                  |
|                                 | Mar-25   | 2025       | Glaval Legacy 32'      | F-550       |                               | 27                  | 3                    | Diesel   | 0               | 5339                       |                            |                            |                                  |
|                                 | Mar-25   | 2025       | Glaval Legacy 32'      | F-550       |                               | 27                  | 3                    | Diesel   | 0               | 5339                       |                            |                            |                                  |
|                                 | Mar-25   | 2025       | Glaval Legacy 32'      | F-550       |                               | 27                  | 3                    | Diesel   | 0               | 5339                       |                            |                            |                                  |

Exhibit D  
 Lake Transit Authority  
 Agreement - Operations and Maintenance - Lake Transit System  
 Equipment

Video Surveillance System

| Quantity | Item  | Each     | Total     |
|----------|---|----------|-----------|
| 4        | 8MP 180 Degree Panoramic Outdoor Camera           | \$ 1,418 | \$ 5,672  |
| 1        | A-Series IP Network Video Recorder                | \$ 4,056 | \$ 4,056  |
| 1        | 43" LED Monitor                                   | \$ 340   | \$ 340    |
| 17       | 4MP EXIR Turret Camrea with IR & License          | \$ 291   | \$ 4,947  |
| 1        | 24 PRT/GIG/POE 370W Switch                        | \$ 492   | \$ 492    |
| 5        | Gen 4 5Ghz Wireless Ethernet Radio Point-to-Point | \$ 567   | \$ 2,835  |
| 4        | Small NEMA 4X Enclosure w/Indus                   | \$ 906   | \$ 3,624  |
|          | TOTAL   |          | \$ 21,966 |
| 1        | MONITOR/MOUSE                                     |          |           |

Intrusion System

|    |  |        |          |
|----|--|--------|----------|
| 1  | Interlogix RF ready control communicator, LCD keypad             | \$ 475 | \$ 475   |
| 2  | Interlogix - Additional LCD Keypads                              | \$ 175 | \$ 350   |
| 1  | Interlogix Supervised aux power supply expander                  | \$ 325 | \$ 325   |
| 1  | Nema Outdoor Keypad Enclosure                                    | \$ 145 | \$ 145   |
| 8  | GE/Sentrol Industrial-grade steel door sensors                   | \$ 125 | \$ 1,000 |
| 10 | GE/Sentrol pattern recognition glass break sensors               | \$ 175 | \$ 1,750 |
| 4  | Bosch motion sensors   | \$ 175 | \$ 700   |
| 1  | Moose MPI-30 40w Exterior Siren Speaker (shop)                   | \$ 125 | \$ 125   |
|    | Interior alarm sounder, telephone interface, control transformer |        | Included |
|    | Backup batteries   |        | Included |
|    | TOTAL  |        | \$ 4,870 |

Access Control System

|     |   |          |          |
|-----|---|----------|----------|
| 1   | Interlogix Access Control System & Card Reader Stations (3) | \$ 2,860 | \$ 2,860 |
| 100 | Interlogix Key Fob Card Credentials                         | \$ 4.50  | \$ 450   |
| 3   | Magnetic Door Locks   | \$ 445   | \$ 1,335 |
| 3   | Sentrol Request to Exit Buttons                             | \$ 125   | \$ 375   |
| 1   | Power supply with backup battery                            | \$ 175   | \$ 175   |
|     | TOTAL   |          | \$ 5,195 |

Exhibit D  
 Lake Transit Authority  
 Agreement - Operations and Maintenance - Lake Transit System  
 Equipment

RADIO EQUIPMENT AND CAMERA UNITS

| <u>Description</u>       | <u>Make</u> | <u>Model</u>     | <u>Number</u> |
|--------------------------|-------------|------------------|---------------|
| 1 Radio System Base Unit | Motorola    | Desk Trac        | 154SWN0292    |
| 1 Mobile Radio           | Motorola    | Radius m-1225 LS |               |
| 1 PA system amplifier    |             | PBM30            |               |
| 1 PA system outdoor spkr |             | SPC30RT          |               |
| 1 Gooseneck Mic          |             | MHL5S            |               |

| <b>Vehicle Radios and Camera Systems</b> |                |             |                             |                           |
|--|----------------|-------------|-----------------------------|---------------------------|
| <b>Veh #</b>                             | <b>Radio #</b> | <b>Make</b> | <b>Camera System Number</b> | <b>Camera System Type</b> |
| 1303                                     | B3100544       | Kenwood     | 4220800146                  | REI                       |
| 1501                                     | B5B10866       | Kenwood     | 4775800248                  | REI                       |
| 1502                                     | B5B10844       | Kenwood     | 4775800848                  | REI                       |
| 1601                                     | B6910709       | Kenwood     | 5230700177                  | REI                       |
| 1602                                     | B6110219       | Kenwood     | 5230700171                  | REI                       |
| 1703                                     | B7510610       | Kenwood     | 5230700221                  | REI                       |
| 1707                                     | B7510809       | Kenwood     | 5230700102                  | REI                       |
| 1708                                     | B7510327       | Kenwood     | 5116800096                  | REI                       |
| 1709                                     | B7810138       | Kenwood     | Not Installed               |                           |
| 1710                                     | B7810137       | Kenwood     | Not Installed               |                           |
| 1712                                     | B7410054       | Kenwood     | 5427300321                  | REI                       |
| 1713                                     | B7410053       | Kenwood     | 5427300429                  | REI                       |
| 1801                                     | B7710665       | Kenwood     | 56576200698                 | REI                       |
| 1901                                     | B7810140       | Kenwood     | Not Installed               |                           |
| 1902                                     | B7710690       | Kenwood     | 5676200523                  | REI                       |
| 1903                                     | B7810139       | Kenwood     | 5676200671                  | REI                       |
| 1904                                     | B7710639       | Kenwood     | 5861501632                  | REI                       |
| 1905                                     | B7710661       | Kenwood     | 5861501152                  | REI                       |
| 1906                                     | B7710663       | Kenwood     | 5791500439                  | REI                       |
| 2101                                     | B7710638       | Kenwood     | 6067002839                  | REI                       |
| 2102                                     | B7810138       | Kenwood     | 6067004274                  | REI                       |
| 2103                                     | B7710687       | Kenwood     | 6067004277                  | REI                       |
| 2203                                     | B7510606       | Kenwood     | Not Installed               |                           |
| 2401                                     | B7710655       | Kenwood     | 6296201582                  | REI                       |
| 2402                                     | B7510326       | Kenwood     | 6296200905                  | REI                       |
| 2403                                     | B7510608       | Kenwood     | 6296200582                  | REI                       |
| 2404                                     | B7510228       | Kenwood     | 6296200456                  | REI                       |
| 2405                                     | B7710651       | Kenwood     | 6296200054                  | REI                       |
| 2406                                     | B9511122       | Kenwood     | 6296200555                  | REI                       |
| 2407                                     | B9511121       | Kenwood     | 6296200109                  | REI                       |

Exhibit D  
 Lake Transit Authority  
 Agreement - Operations and Maintenance - Lake Transit System  
 Equipment

| Quantity   | Year Purchased | Description                             |
|--|----------------|---|
| <b>Vehicle Maintenance Equipment</b>                         |                |   |
| 1  | 2004/05        | Overhead Fluid equipment and pumps      |
| 1  | 2016/17        | Trailer Mounted Pressure Washer         |
| 8  | 2019/20        | SEFAC SW3 9 Ton Wireless lifts          |
|  |                |   |
| <b>Conference Room Furniture</b>                             |                |   |
| 6  | 2012/13        | 60x24 Tables                            |
| 50   | 2012/13        | Chairs                                  |
|  |                |   |
| <b>Other</b>   |                |   |
| 1  | 2015/16        | Picnic Table                            |
|  |                |   |
| <b>Shelters &amp; Benches*</b>                               |                |   |
| 4  | 2004-2008      | Aluminum Shelter w/bench                |
| 27   | 2010-Present   | Tolar Perforated Steel Shelters w/bench |
| 5  | 1999/2000      | Bench - recycled plastic and steel      |
| 8  | 2010/2011      | Tolar Bench - strap steel               |
| *Detailed list to be provided prior to execution of contract |                |   |



Exhibit D  
 Lake Transit Authority  
 Agreement - Operations and Maintenance - Lake Transit System  
 Equipment

**COMPUTER EQUIPMENT**

| <u>MFG</u> | <u>MODEL</u>           | <u>SERVICE TAG</u> | <u>ESC</u>     | <u>PURCHASED</u> | <u>USER</u>                           | <u>PROC</u>      | <u>RAM</u> | <u>HDD</u> | <u>OPTICAL</u> | <u>NIC</u> | <u>O/S</u>      |
|------------|------------------------|--------------------|----------------|------------------|---------------------------------------|------------------|------------|------------|----------------|------------|-----------------|
| DELL       | POWEREDGE T620         | 7NZCRW1            | 7NZCRW1        | Feb-13           | Admin LAKE RM2 (Routematch)           | Xeon E5-2643 3.3 | 16.0GB     | 146GB x 8  | DVD +/-RW      | GB         | Server 2008 STD |
| DELL       | OPTIPLEX 7010          | 7ZXGRW1            | 174-100-024-81 | Feb-13           | Web Portal for AVL (Dispatch)         | Dual Core i3     | 4.0GB      | 500GB      | DVD ROM        | GB         | W7PRO           |
| SONY       | KDL40EX640 40" MONITOR |                    |                | Feb-13           | Web Portal Display for AVL (Dispatch) |                  |            |            |                |            |                 |
| SMT 750    | Power Supply           | APC SMART          | AS11711855     | Feb-13           | Admin                                 |                  |            |            |                |            |                 |

**EXHIBIT E**

**Agreement - Management And Operation Of the Lake Transit System**

**LAKE TRANSIT RIDERS GUIDE AND BROCHURES**

*For the most current Rider's Guide, please refer to the Lake Transit Authority website:*

*[www.laketransit.org](http://www.laketransit.org)*

*For the best maps and schedules, click on the "Print Route Map" link below the name of the route on each individual route page. These are exact duplicates of the paper Rider's Guide.*

*Draft copies of the Rider's Guide will be mutually reviewed and approved prior to publication and posting on the website.*

## EXHIBIT F

### DIAL-A-RIDE POLICIES, STANDARDS, CRITERIA Revised 10-05-2005

| DESCRIPTION                            | POLICY, STANDARD, OR CRITERIA   |
|--|---|
| <b>SERVICE AREA BOUNDARIES</b>         |   |
| BOUNDARIES: for Clearlake Dial-A-Ride: | Clockwise beginning at intersection of Lakeshore Drive and San Joaquin Avenue (Gooseneck Point), then as follows: San Joaquin Avenue, Country Club Drive, East Lake Drive, Burns Valley Road, Clearlake City Limit, State Route 53, La Rosa Plaza at S.R. 53 and Ogulin Canyon Road, S.R. 53, Hayes Avenue, Eureka Avenue, Chateau Avenue, Emile Avenue, Davis Avenue, Parker Avenue alignment, Cache Creek, <i>Herndon Creek, Bonham Road, Morgan Valley Road, S.R. 29, Bell Park Avenue, Suzan Drive, Bell Avenue (including Bell Circle North and Bell Circle South), S.R. 29, Lee Barr Drive, Kugelman Street, S.R. 53, Anderson Ranch Parkway, S.R. 53</i> , Clearlake City Limit along Cache Creek and Clear Lake, continuing to Gooseneck Point (Lakeshore Drive and San Joaquin Avenue). Lower Lake area boundaries are in italics. Notwithstanding the above, Dial-A-Ride coverage shall be expanded so as to be available each Friday, excluding holidays, to any ADA paratransit eligible individual at any accessible location within the City of Clearlake limits. |
| BOUNDARIES: for Lakeport Dial-A-Ride:  | Clockwise beginning at intersection of Robin Hill Drive and Lakeshore Drive, then as follows: Lakeshore Drive, shore of Clear Lake, Mission Rancheria Road, Soda Bay Road, Highland Springs Road, Sky Park Drive, Workright Circle, Matthews Road, George Road, Highway 175, Parallel Drive, Todd Road alignment, Lakeport City Limit, Scotts Valley Road to a point 1/4 mile west of S.R. 29, continuing 1/4 mile west of S.R. 29 alignment, to Robin Hill Drive alignment, ending at intersection of Robin Hill Drive and Lakeshore Drive.  |
| <b>HOURS OF OPERATION</b>              |   |
| Dial-A-Ride Hours                      | Mon. – Fri.: 7:00 a.m. to 6:00 p.m. (First pickup to last drop-off)<br>Sat.: 8:30 a.m. to 4:30 pm. (First pickup to last drop-off)  |
| Paratransit Hours                      | With a prior day reservation for an eligible trip, service shall be provided to ADA certified eligible individuals during the same hours that fixed route service is available in the area.   |

**DIAL-A-RIDE  
POLICIES, STANDARDS, CRITERIA  
Revised 10-05-2005**

| <b>DESCRIPTION</b>  | <b>POLICY, STANDARD, OR CRITERIA</b>  |
|---|---|
| <b>SERVICE LEVEL STANDARDS</b>                                      |   |
| Demand-Response Wait Time:  | 50% of passengers picked up within 30 minutes 100% of passengers picked up within 60 minutes  |
| Reservation Policy  | Reservations may be made one to seven days prior to the day of service. Trips scheduled on the same day will be counted as demand-response trips.   |
| Subscription Reservation Policy                                     | Subscription "standing" reservations are accepted, but may not consume more than 50% of the available Dial-A-Ride capacity during any given hour of operation.  |
| Reservation Reliability   | Ninety percent (90%) of reservation trips will be served within a 30 minute window (plus or minus 15 minutes from the recorded reservation time)  |
| Paratransit Reservation Guarantee                                   | Paratransit service for ADA eligible and certified individuals shall be provided within one hour of the requested pickup or drop-off time, as appropriate, in response to a request for service made the previous day or up to seven days in advance. |
| Ride-Time (the elapsed time between passenger pickup and drop off): | 75% of passengers dropped off within 30 minutes 100% of passengers dropped off within 60 minutes  |
| No-Show Ratio   | On average, there will be less than one no-show per 20 passenger trips.   |
| Point of Service  | Service shall be curb-to-curb unless door-to-door service is requested by an elderly or disabled passenger.   |
| Carry-On Items  | Assistance is available to elderly and disabled passengers. Limit of 4 packages of up to 25 lbs. each.  |
| <b>FARES</b>  |   |
| General Public:   | Not Applicable  |
| Senior Citizens   | \$\$2.50  |
| ADA/Disabled  | \$2.50  |
| ADA Companion   | \$2.50 (must have same origin & destination as ADA passenger.   |
| ADA Attendant (PCA)   | Free  |
| Children  | Up to 2 children, age 5 or under, per accompanying adult: Free  |

# EXHIBIT G

## AGREEMENT - MANAGEMENT AND OPERATION OF THE LAKE TRANSIT AUTHORITY SYSTEM

### Operations and Maintenance Facility Use Agreement

This Operations and Maintenance Facility Use Agreement ("Facility Agreement") is entered into as a condition of the Lake Transit System Management and Operation Agreement between Lake Transit Authority (LTA) and \_\_\_\_\_ (CONTRACTOR) and is incorporated therein and shall be for the same term.

Premises: LTA hereby agrees to allow CONTRACTOR to utilize the Operations and Maintenance Facility and adjacent yard areas located at 9240 Highway 53 and illustrated on the attached site plan.

Delivery of Premises: LTA shall deliver to CONTRACTOR a facility and yard area which shall be clean and in an acceptable physical condition for use for the purpose intended and the CONTRACTOR shall agree to assume all responsibility for the continued maintenance of the described areas in a condition not less than that which the areas were in at the time of commencement of this Agreement.

Improvements: The LTA shall retain control, ownership and approval rights to all CONTRACTOR-installed improvements. At the expiration of the Agreement, CONTRACTOR shall revert all claim and title to CONTRACTOR improvements to the LTA. These improvements are classified as improvements that are, in some manner, attached to the physical structure of the Operations and Maintenance Facility and would result in cosmetic or structural damage to the Operations and Maintenance Facility upon their removal. In the event CONTRACTOR wishes to retain possession of any such improvement upon expiration of this Agreement, CONTRACTOR shall be liable for all costs necessary to restore the affected area or areas to the original condition agreed upon at the commencement date of the Agreement. The method of repair shall be at the sole discretion of the LTA.

Condition of Premises During and at Expiration of Agreement: CONTRACTOR shall, along with the LTA's Transit Manager, inspect and agree upon the condition of the Operations and Maintenance Facility and yard area at the inception of the Lake Transit System Management, Operations, and Maintenance Services Agreement. An exit inspection of the Operations and Maintenance Facility and yard area shall be conducted at the expiration of the Contract to determine the extent of repair or refurbishment required to return the Operations and Maintenance Facility and yard area to their original condition as agreed upon at the beginning of the Contract allowing for normal wear experienced during the term of the Contract.

Facility Cleaning and Maintenance: The CONTRACTOR shall maintain the office areas, meeting rooms, restrooms, maintenance shop, and all yard areas in a clean, neat,

professional manner; and shall be solely responsible for all routine cleaning, maintenance, and trash removal, except that LTA shall pay for routine landscape maintenance as a pass-through expense.

Facility Equipment and Systems Maintenance: The CONTRACTOR shall document and submit a preventive maintenance program for the Operations and Maintenance Facility within 60 days following the effective date of this agreement. The CONTRACTOR's preventive maintenance program shall adhere to the recommended preventive maintenance schedules and applicable warranty requirements for all facility-related equipment and systems, including lighting, plumbing, electrical and mechanical equipment and systems such as HVAC, wastewater filtration, fluid delivery, hydraulic lift, overhead door, fire suppression, video surveillance, public address, and alarm systems.

Facility Repairs: The CONTRACTOR shall be responsible to monitor the condition of the Operations and Maintenance Facility. When repairs are needed to correct loss or damage, or to correct for normal wear and tear, the CONTRACTOR shall perform or designate suppliers to perform all repairs costing up to \$500 per occurrence. If the CONTRACTOR determines that repairs will exceed \$500 for a single occurrence, then the CONTRACTOR shall notify LTA with a written description of the repair needed and, if practicable, a repair estimate and recommended course of action. CONTRACTOR shall allow adequate and reasonable time for the Authority to determine the extent of the situation and repair the noted problem or authorize CONTRACTOR to repair the problem, if needed.

The LTA, as the legal owner of the facility, shall assume responsibility for the repair of structural or building-related equipment failures exceeding \$500 per occurrence and not resulting from negligent use or operation of the Facility or the provided equipment by the CONTRACTOR and its employees, agents, or vendors. If repairs are required due to the negligent act or acts of one or more of its employees, agents, or vendors, CONTRACTOR shall be liable for the cost of all repairs required to return the damaged portion of the Operations and Maintenance Facility to a condition acceptable to LTA management. CONTRACTOR shall notify the LTA Transit Manager of the damage. The LTA Transit Manager will assess the extent of the damage and direct the needed repairs.

Hazardous Materials Program: The CONTRACTOR shall develop and actively maintain a Hazardous Materials Handling, Disposal, and Monitoring system including a regularly scheduled safety and training program as prescribed by Federal, State, and Local laws and regulations. Records regarding the purchase, storage, and disposition of hazardous materials shall be maintained as required by Federal, State, and Local laws and regulations. No hazardous material or any Proposition 65 material shall be delivered to or placed within the Operations and Maintenance Facility without a current Material Safety Data Sheet (MSDS) on file in the CONTRACTOR's vehicle maintenance shop area.

Licenses and Permits: The CONTRACTOR assures that all facility licenses and permits are maintained and ensures satisfactory annual inspections.

Utilities: The CONTRACTOR shall be responsible to provide electricity and propane consumed at the facility. LTA will pay for water and sewer service.

Landscape Maintenance: The landscape maintenance shall be provided by a sub-CONTRACTOR that is mutually agreeable to the LTA and CONTRACTOR, and landscape maintenance expense will be paid on a pass-through basis by LTA.

Cultural Resource Protection: The LTA site contains potential cultural resources in the area east of the bus wash and adjacent parking. The approximate area is identified on the attached site plan. CONTRACTOR will avoid digging or other activities that may disturb cultural resources in this area. Normal landscape maintenance such as clearing of native grasses is acceptable and will not disturb the resources.

Trash Removal Service. CONTRACTOR shall maintain trash removal services for disposal of trash generated at the Operations and Maintenance Facility.

# **EXHIBIT H**

**AGREEMENT - MANAGEMENT AND OPERATION  
OF THE LAKE TRANSIT AUTHORITY SYSTEM**

**SUCCESSFUL OFFEROR'S PROPOSAL**

**TO BE ATTACHED HERETO**

**AS EXHIBIT H.**