

ADDENDUM NO. 4

PAGE 1 OF 85

Re: Request for Proposals to Operate Butte Regional Transit B-Line

ATTENTION: All prospective Proposers for the above-noted project

ADDENDUM NO. 4: Changes, additions and/or clarifications to the attachments and/or language contained in the Request for Proposals (RFP) as follows:

- 1) The first sentence of the third paragraph of RFP Section "II. Background" page 1 is amended to read:

"B-Line owns a fleet of ~~67~~**59** revenue vehicles...."

- 2) The Disadvantaged Business Enterprise (DBE) Goal for this RFP is **1.28%**. References to any DBE percentage goal other than 1.28% anywhere in the RFP incorrect.

- 3) The first sentence of the first paragraph of Scope of Work "Section III Staffing and Personnel Requirements H Compliance with Contractor Programs" is amended to read:

"The Contractor shall fully implement all aspects of its Training Program, its Safety Program, and the employee incentive and employee retention programs in its Staffing Plan, as described in the Contractor's Proposal and shall be a minimum of ~~480~~ **120** hours per operator (40 hours classroom, ~~60~~ **40** hours behind the wheel, and ~~80~~ **40** hours of revenue service training) and this is to be documented with quarterly reports to BCAG. **The 120 hours of training may be delivered among the 3 stated areas as consistent with accepted industry standards and as approved by BCAG.**"

- 4) The following is added to the end of Attachment 1 under the Section entitled "B-Line Paratransit":

Paratransit vehicle service hours are defined as all the time buses are in service during established hours and over established routes, or as specifically authorized by BCAG. All time during which buses are not in service for the purpose of transporting passengers, including but not limited to platform time, driving buses to or from Contractor facilities for any reason (maintenance, fueling, driver relief, etc.) and all other vehicle operations for purposes other than passenger transportation, do not constitute vehicle service hours.

- 5) Exhibit C-1 and Exhibit C-2 are modified to reflect the inclusion of Revenue Vehicle Insurance and Contract Option Years.
- 6) The Note in Section “Purpose” of the RFP and the second paragraph Section 2 – “Term of Agreement – Extension Term” of SAMPLE Agreement are both amended to read as follows:

Extension Terms: Subject to the terms and conditions of this agreement, BCAG has, at its sole discretion, and upon agreement with the CONTRACTOR, the option to extend this agreement for up to (2) two - year extensions. for a maximum contract term, including the initial term, of nine years (through June 30, 2028). Price formulas during any such option period shall be adjusted by applying the percentage change (rounded to two decimal places) in the Consumer Price Index — All Urban Consumers U.S. City Average All Items (Series ID CUUR0000SA0) from February 2023 to February 2024 for the initial two - year option and from February 2026 to February 2027 for the second two - year option providing that the adjustment shall not be less than two percent nor greater than four percent. BCAG shall notify CONTRACTOR of the decision to exercise an optional term on or before April 1 2024 for the initial two - year option and by April 1, 2026 for the second two - year option. All service provided by CONTRACTOR during any option period shall be in strict compliance with the terms and conditions of this agreement as it may be amended from time to time. BCAG is under no obligation to exercise any option term.

- 7) The following section is added to IX – Proposal Evaluation, Negotiation and Selection – D. Evaluation Criteria:

6) **Labor Code Section 1072 – Per Section 1072 of the State of California Labor Code a 10 percent preference will be given to a proposer/bidder committing in their submitted proposal to retain the employees of the prior contractor or subcontractor. In addition, Wages and Fringe Benefits for the current contractor’s employees are added to RD9 Collective Bargaining Agreement CBA.**

- 8) Scope of Work (SOW) Section XIV – Service Changes – C. Changes in Revenue Hours Page 24.

The maximum percentage of change in revenue hours without triggering re-negotiation of the variable rate of revenue hour is stated as 10%.

- 9) The existing contractor's agreement and extension are added to reference documentation.

The Proposer's attention is directed to the attached letter and are instructed to assure that all required documentation in support of a submitted proposal appropriately include assurances for, the acceptance of and the incorporation of the criteria stated in this Addendum No. 4.

Dated: January 22, 2019

Signed:

A handwritten signature in black ink, reading "Jon A. Clark". The signature is written in a cursive style with a large initial "J".

Jon A. Clark, Executive Director
Butte County Association of Governments

BCAG RFP 2019-2024 OPERATIONS AND MAINTENANCE SERVICES

C-1 - Total Price and Cost Components

	Base Year 1 19/20	Base Year 2 20/21	Base Year 3 21/22	Base Year 4 22/23	Base Year 5 23/24	Option Year 1 24/25	Option Year 2 25/26	Option Year 3 26/27	Option Year 4 27/28
Wages and Benefits									
GM Wages									
GM Fringes									
Wages - Operations All Othes									
Fringes - Operations All Others									
Maint. Manager Wages									
Maint. Manager Fringes									
Wages - Maint. All Other									
Fringes - Maint. All Others									
Other Wages and Benfits (to include Transit Kiosk Chico)									
Total Wages and Benefits									
Supplies and Materials									
Parts									
Tools									
Tires and Lubes									
Fuels/Lubricants									
Office Supplies									
Operations and Maintenance									
Total Supplies and Materials									
Services									
Professional									
Maintenance									
Training									
Utilities/Telephone									
Insurance (General Liability)									
Bonding									
Miscellaneous									
Total Services									
Associated Expenses									
Coporate Support									
Capital Outlay									
* Startup Costs (From C-3)									
Debt Service									
Taxes									
Corporate									
Other									
Total Associated Expenses									
Profit									
Revenue Vehicke Insurance (From C-2)									
Total Price									

Definitions in accordance with practice outlined in Government Accounting, Auditing and Finacial Reporting. National Committee on Governmental Accounting. Government Finance Offciers Association. (Rev. 01/2018)

* - Start Up Costs from C-3 are to be included in Year 1 only

BCAG RFP 2019-2024 OPERATIONS AND MAINTENANCE SERVICES

C-2 - Annual Vehicle Service Hours Cost

In response to the Request for Proposals for all B-Line services, the undersigned agrees to provide services in accordance with the parameters outlined in this RFP. It is understood that the Proposal submitted can only be for both fixed route and paratransit services

The following table lists the estimated annual vehicle service hours for each type of service. Proposers are expected to complete the following table by filling in the total operating cost per hour and total annual cost for both years. PROPOSERS must complete the accompanying Exhibits C-1 and C-3 itemized form

All Services	Year 1	Year 2	Year 3	Year 4	Year 5	Option 1	Option 2	Option 3	Option 4
Estimated Annual Vehicle Service Hours									
Fixed Route Vehicle Service Hours	60,492	60,492	60,492	60,492	60,492	60,492	60,492	60,492	60,492
Paratransit Vehicle Service Hours	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Total Hours									
Estimated Operating Cost per Hour									
Fixed Route Vehicle Service Hours									
Paratransit Vehicle Service Hours									
One-Time Capital and/or Operating Costs		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Annual Vehicle Insurance Rate									
Total Annual Cost									

(All service hours are approximate and may vary dependent upon funding availability)

The undersigned understands that any conditions placed on the items stated above, clarification made to the above, or information submitted on or with this form (other than that requested) will render the proposal unresponsive

If awarded the Contract, the undersigned hereby agrees to sign said Contract and to furnish the necessary certificates and bidders security bond.

Proposer: _____

Contact: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail: _____

Signature: _____ Date: _____

Title: _____

Wages and Fringe Benefits for the Management and Operation of B-Line Transit Services for Butte County Association of Governments (BCAG)

The wages and benefits paid to certain employees of the Transdev B-Line operation are governed by a collective bargaining agreement (CBA) between Transdev and Teamsters Local No. 137 for full and part time bus operators, dispatchers, customer service representatives II, and mechanics. The CBA between the Teamsters and Transdev expires on June 30, 2022.

BARGAINED EMPLOYEES

HEALTH BENEFITS: The Company contributes the amounts in the following table for each eligible employee to the Northern California General Teamsters Security Fund. Coverage includes medical, prescription drug, dental, vision and life insurance.

Coverage	Company Contribution
Employee Only	\$649.14 (95.7% of cost)
Employee + Spouse	\$888.24 (77.3% of cost)
Employee + Child(ren)	\$888.24 (81.3% of cost)
Employee + Family	\$888.24 (58% of cost)

*Any increase in the cost of the Select 250 Plan premium shall be shared equally by the Company and the Employee up to 3% of the total premium each year for each party. In addition to the full-coverage option set forth above, there are two lower cost options. One for Medical, prescription drug and life insurance only; the other for dental and vision only. Cost sharing for any employee who elects one of these lower-cost options will be split using the percentage cost sharing described above.

HOLIDAYS: Full time employees shall receive pay for 6 holidays plus one floating holiday each year.

VACATION: Employees are eligible for paid vacation according to the following schedule.

Year One	3.34 hours per month
Years Two through Seven	6.67 hours per month
Years 8 and more	10 hours per month

SICK LEAVE: Employees earn 3.33 hours of paid sick leave for each month worked.

PENSION BENEFITS: The Company contributes to the Western Conference of Teamsters Pension Trust Fund in the amount of forty cents (\$0.40) for every hour worked. During the probationary period, the Company contributes ten cents (\$0.10) for every hour worked. Effective July 20, 2020, the Company will contribute fifty cents (\$0.50) for every hour worked into all bargaining unit member’s pension accounts. Effective July 1, 2021, the Company will contribute sixty cents (\$0.60) for every hour worked into all bargaining member’s pension accounts.

CIVIC LEAVE: Employees required to serve on jury duty will be paid at the employee’s regular base rate for the number of hours the employee is regularly scheduled to work for up to ten (10) days per calendar year.

BEREAVEMENT LEAVE: An employee shall be granted up to three (3) days with pay to attend a funeral and five (5) days with pay if the funeral is 500 miles or farther from the workplace.

UNIFORMS: Operators, dispatchers and customer service representatives will be provided five (5) shirts, a combination of three (3) pants/shorts and a jacket upon completion of the probationary period. Mechanic uniforms will be ordered and supplied by the Company. The Company is responsible for the cleaning of these uniforms.

MECHANIC BOOT REIMBURSEMENT: The Company pays \$100 per year for boot replacement.

MECHANIC TOOL REIMBURSEMENT: The Company reimburses A and B Mechanics up to \$450.00 per year.

MECHANIC ASE BONUS: The Company pays for the cost of enrollment for ASE testing (H2 through T8) and will reimburse the cost of the tests taken in the series up to twice for the same technical discipline. The Company also pays a \$100 bonus per current certificate annually and an additional \$100 if a technician achieves Master Truck Technician status.

ATTENDANCE/SAFETY BONUS: All employees receive a \$25.00 (twenty-five) monthly safety/attendance bonus if the employee achieves perfect attendance and no preventable accidents during the month.

NON-BARGAINED EMPLOYEES

HEALTH BENEFITS: The Company offers medical, dental and vision coverage to employees with a company contribution.

HOLIDAYS: Full time employees shall receive pay for six (6) holidays plus one (1) floating holiday each year.

VACATION: Employees are eligible for paid vacation according to the following schedule.

Year One	3.34 hours per month
Years Two through Seven	6.67 hours per month
Years 8 and more	10 hours per month

PERSONAL TIME OFF (PTO): Employees earn eight (8) hours of PTO for each quarter worked.

401K/RETIREMENT: Effective the first day of the quarter following 1 year of service, employees will receive an employer contribution of \$0.25 per eligible hour paid into the Company sponsored 401(k) Plan. There is a five-year graded vesting schedule with a year of vesting service earned in each calendar year where the employee works at least 1,000 hours.

CIVIC LEAVE: Employees required to serve on jury duty will be paid at the employee's regular base rate for the number of hours the employee is regularly scheduled to work for up to ten (10) days per calendar year.

BEREAVEMENT LEAVE: An employee shall be granted up to three (3) days with pay to attend a funeral and five (5) days with pay if the funeral is 500 miles or farther from the workplace.

WAGES

GUARANTEED HOURS: A driver who reports to work as scheduled for a regular assignment at the time of his shift and who does not absent himself from any part of the shift shall be guaranteed two (2) hours of work or pay for each separate required report.

Transdev – B-Line Transit Services Employee List

(Excludes Exempt Employees)

Position	Date of Hire	Pay Rate as of July 1, 2019
Operator 1	07/29/95	\$19.50
Operator 2	09/25/95	\$19.50
Operator 3	02/26/97	\$19.50
Operator 4	11/10/97	\$19.50
Operator 5	07/17/98	\$19.50
Operator 6	10/26/99	\$19.50
Operator 7	07/24/00	\$19.50
Operator 8	03/13/01	\$19.50
Operator 9	04/18/01	\$19.50
Operator 10	05/23/02	\$19.50
Operator 11	07/09/02	\$19.50
Operator 12	04/08/03	\$19.50
Operator 13	01/25/06	\$19.50
Operator 14	01/25/06	\$19.50
Operator 15	06/28/06	\$19.50
Operator 16	10/30/06	\$19.50
Operator 17	12/10/07	\$19.50
Operator 18	12/10/07	\$19.50
Operator 19	12/08/08	\$19.50
Operator 20	11/16/09	\$19.50
Operator 21	11/18/09	\$19.50
Operator 22	11/20/09	\$19.50
Operator 23	03/01/10	\$19.50
Operator 24	07/15/10	\$19.50
Operator 25	12/28/10	\$19.50
Operator 26	02/22/11	\$19.50
Operator 27	11/14/11	\$19.50
Operator 28	04/02/12	\$19.50

Operator 29	04/02/12	\$19.50
Operator 30	04/02/12	\$19.50
Operator 31	04/02/12	\$19.50
Operator 32	10/01/12	\$19.50
Operator 33	11/05/12	\$19.50
Operator 34	03/01/13	\$19.50
Operator 35	03/05/13	\$19.50
Operator 36	07/24/13	\$19.50
Operator 37	07/24/13	\$19.50
Operator 38	1/5/2014	\$19.50
Operator 39	2/13/2014	\$19.50
Operator 40	3/30/2014	\$19.50
Operator 41	5/25/2014	\$19.50
Operator 42	6/15/2014	\$19.50
Operator 43	7/6/2014	\$19.50
Operator 44	8/3/2014	\$14.00
Operator 45	8/4/2014	\$14.00
Operator 46	10/25/2015	\$14.00
Operator 47	02/28/16	\$17.00
Operator 48	5/5/2016	\$17.00
Operator 49	07/03/16	\$17.00
Operator 50	08/21/16	\$14.00
Operator 51	11/08/16	\$14.00
Operator 52	11/08/16	\$14.00
Operator 53	12/19/16	\$14.00
Operator 54	12/19/16	\$14.00
Operator 55	12/19/16	\$14.00
Operator 56	02/06/17	\$16.00
Operator 57	10/1/2017	\$14.00
Operator 58	11/12/2017	\$14.00
Operator 59	11/12/17	\$14.00
Operator 60	11/12/2017	\$14.00
Operator 61	2/11/2018	\$15.00
Operator 62	2/11/2018	\$15.00
Operator 63	2/25/2018	\$15.00
Operator 64	2/25/2018	\$15.00
Operator 65	2/25/2018	\$15.00
Operator 66	04/08/18	\$15.00
Operator 67	04/08/18	\$15.00
Operator 68	04/08/18	\$15.00

Operator 69	6/3/2018	\$15.00
Operator 70	07/01/18	\$15.00
Operator 71	07/01/18	\$15.00
Operator 72	07/01/18	\$15.00
Dispatcher 1	07/06/14	\$18.21
Dispatcher 2	07/30/12	\$18.83
Dispatcher 3	8/3/2014	\$17.91
Dispatcher 4	8/3/2014	\$17.75
Dispatcher 5	2/6/2017	\$17.75
Dispatcher 6	05/05/16	\$17.75
Customer Service Representative 1	6/3/1991	\$19.71
Customer Service Representative 2	12/13/1998	\$19.20
Customer Service Representative 3	9/26/2012	\$15.25
A Mechanic 1	4/21/2014	\$24.32
A Mechanic 2	9/23/2008	\$24.32
A Mechanic 3	11/16/2009	\$25.32
B Mechanic 1	7/10/2007	\$22.36
B Mechanic 2	8/12/2013	\$22.36
B Mechanic 3	10/8/2014	\$22.36
B Mechanic 4	5/11/2015	\$22.36
C Mechanic 1	2/6/2017	\$17.07
C Mechanic	6/3/2013	\$17.07

NON-BARGAINED, NON-EXEMPT		
Position	Date of Hire	Pay Rate as of July 1, 2019
Road Supervisor 1	9/15/1993	\$20.50
Road Supervisor 2	7/28/2008	\$20.50
Road Supervisor 3	8/4/2014	\$20.50
Road Supervisor 4	6/20/2012	\$20.50
Utility Worker 1	9/16/2013	\$11.88
Utility Worker 2	5/24/2009	\$12.24
Utility Worker 3	7/16/2005	\$12.14
Utility Worker 4	7/12/2017	\$12.24
Utility Worker 5	5/1/2016	\$14.00
Utility Worker 6	9/10/2006	\$12.24

Utility Worker 7	3/26/2018	\$12.24
Transit Store Clerk 1	2/10/2009	\$12.24
Transit Store Clerk 2	11/30/19	\$12.00
Admin	1/18/1900	\$12.00
Parts Clerk	5/12/2014	\$14.57

EXEMPT EMPLOYEES	No. of Positions
General Manager	1 FT
Fixed Route Manager	1 FT
Paratransit Manager	1 FT
Safety and Training Manager	1 FT
Maintenance Manager	1 FT
HR/Payroll Manager	1 FT
Payroll and Admin Assistant	1 FT



BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

Agreement for the Management and Operation of Butte Regional Transit (B-Line)

TABLE OF CONTENTS

1. Purpose
2. Term of Agreement
3. Scope of Work
4. Maximum Obligation
5. Price Formula
6. Extra Services
7. General and Vehicle Insurance
8. Indemnification
9. Invoices
10. Payment
11. Operating Revenues
12. Control
13. Contract Assignment
14. Disputes
15. Termination for Default
16. Termination for Convenience
17. Remedies on Breach
18. Rights Upon Termination or Expiration and Waiver of Claims
19. Changes
20. Modification of Agreement
21. Notices
22. Proprietary Rights
23. Force Majeure
24. Information and Documents
25. Emergency Procedures
26. Audit and Inspection
27. Transfer of Title to Equipment
28. Transportation Data Reporting
29. Permits and Licenses
30. Non-Discrimination in Employment and Service
31. Labor Provisions
32. Transit Employee Protective Agreements
33. Access Requirements for Persons with Disabilities
34. Title VI Civil Rights Act of 1964

35. Disadvantaged Business Enterprise
36. Drug and Alcohol Testing
37. Charter Service Operations
38. School Bus Operations
39. Miscellaneous Provisions
40. Compliance with Federal, State and Local Laws
41. Program Fraud and False or Fraudulent Statements or Related Acts
42. Incorporation of Federal Transit Administration (FTA) Terms
43. Independent Contractor
44. Transition to Future Operator
45. Severability
46. Precedence of Contract Documents
47. Additional Terms

Exhibit A – Scope of Work

Exhibit B – Route Maps and Schedules

Exhibit C – BCAG Vehicles; Equipment

Exhibit D – Performance Incentive Program

**BUTTE COUNTY ASSOCIATION OF GOVERNMENTS
TRANSIT OPERATIONS AGREEMENT**

This AGREEMENT is made this 28 day of June 2012, by and between the BUTTE COUNTY ASSOCIATION OF GOVERNMENTS, hereinafter referred to as "BCAG" and Veolia Transportation, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CONTRACTOR submitted a proposal dated March 2, 2012 in response to the request for proposals to provide such services in the method and manner and for the costs set forth in the proposal, subsequent clarifications and the "best and final offer"; and,

WHEREAS, BCAG has determined that CONTRACTOR has the management and technical personnel, expertise and other useful assets of sufficient quantity and quality to provide BCAG's transportation services; and,

WHEREAS, the subject RFP is attached to this agreement as **Exhibit E** and CONTRACTOR's proposal is attached as **Exhibit F** and both are by this reference made a part of this agreement;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties, the parties do agree as follows:

1. PURPOSE OF AGREEMENT.

BCAG hereby contracts with CONTRACTOR to manage, operate and maintain specified transportation services upon the terms and conditions hereinafter set forth.

2. TERM OF AGREEMENT.

(a) **Contract Term:** Subject to the terms and conditions of this agreement, the term of this agreement shall be from July 1, 2012 through and including June 30, 2017.

(b) **Optional Extension Term:** BCAG, at its sole discretion, will have the option to extend the terms of this agreement for two (1) year terms. The one year extensions may be acted upon either, individually or in conjunction.

PRICE: The Fixed Hourly Rate shall be arrived at upon the basis of negotiations and mutual agreement, but 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 the annual increase in the Consumer Price Index for All Urban Consumers: U.S. City Average All Items (CPI-U) for the most recently concluded calendar year, unless expressly approved otherwise by majority vote in both the Transit Administrative Oversight Committee and the BCAG Board of Directors.

3. SCOPE OF WORK.

CONTRACTOR shall provide the transportation services set forth in **Exhibit A** entitled "Scope of Work" attached and by this reference made a part of this agreement. Such services shall continue to be provided by CONTRACTOR until the "Scope of Work" is amended pursuant to the terms and conditions of this agreement. **Exhibit B** includes proposed Maps and Schedules of B-Line Services and **Exhibit C** is a listing of BCAG Vehicles and Equipment.

Notwithstanding the above, changes involving routes, schedules, bus stop locations, and so forth may be made at any time by BCAG without requiring the execution of a contract amendment. In the event the total vehicle service hours are increased or decreased by more than twenty percent (20%), BCAG or CONTRACTOR may request a rate renegotiation.

4. MAXIMUM OBLIGATION.

BCAG agrees to pay CONTRACTOR in consideration for its services as described herein. The maximum cost to be paid by BCAG to CONTRACTOR shall not exceed \$6,267,659 in Year One; \$6,602,746 in Year Two; \$6,882,206 in Year Three; \$7,075,641 in Year Four and \$7,293,053 in Year Five, based on the services specified in Exhibit A.

5. PRICE FORMULA.

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

(a) **Fixed Route and Paratransit:** Payment of a fixed hourly rate, per vehicle service hour of \$50.32 in Year One; \$53.05 in Year Two; \$55.30 in Year Three; \$56.82 in Year Four; and \$58.55 in Year Five. A vehicle service hour is defined as one vehicle providing passenger service for one hour during the service hours specified herein on established schedules and routes or authorized detours therefrom, or during which B-Line vehicles are being operated in connection with BCAG-authorized extra services as provided herein, including such time as may be required to stop for the purposes of loading or unloading passengers and scheduled layovers between runs.

(b) Compensation for those items and services provided by BCAG and which are specified in Exhibit A shall not be included in the hourly rate as defined above. Such items and services include, but are not limited to fuel; radios; vehicles; all major vehicle components which are engines, transmissions, differentials, and design retrofits. Additionally, BCAG shall provide all marketing, tickets, passes, brochures, and related collateral service materials.

(c) BCAG agrees to reimburse CONTRACTOR for the actual costs incurred in providing all vehicle insurance required under this AGREEMENT, as such insurance is defined in Paragraph 7 of this agreement. CONTRACTOR will bill and BCAG will pay CONTRACTOR's actual monthly cost, without markup, for said insurance and this amount shall be in excess of the fixed hourly rate as defined herein. BCAG reserves the right, however, to alternatively secure all or part of the specified insurance coverage through other means.

(d) Upon addition, deletion or replacement of two or more vehicles, BCAG and CONTRACTOR shall meet and confer on each occasion for the purpose of adjusting the price formula to reflect the changed conditions of this agreement.

(e) Upon the removal of vehicles from the Fleet; for sale, disposal, or scrap, Contractor shall remove said vehicles from the following month insurance invoice.

6. EXTRA SERVICES

Special promotional, community and charter services shall be considered extra services and will be provided only with the authorization of BCAG and the mutual consent of the CONTRACTOR. Such services shall be defined as those non-permanent vehicle service hours operated outside of the services identified in **Exhibit A**.

The hourly cost for extra services will be \$57.66 in Year One, \$60.79 in Year Two, \$63.37 in Year Three, \$65.11 in Year Four and \$67.09 in Year Five.

7. INSURANCE

(a) CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees, and subcontractors. All coverages shall apply to all transportation systems included in this contract. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless specifically approved by BCAG.

1. Statutory Worker's Compensation Liability and Employers Liability Insurance coverage in the amount of \$1,000,000. The insurer shall provide an endorsement waiving all rights of subrogation against BCAG, its officers, officials, agents, and employees for losses arising from work performed by the contractor for BCAG. The insurer shall also endorse the policy to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to BCAG. A certificate of insurance and required endorsements shall be provided to BCAG prior to the commencement of work under this contract.

2. Commercial General Liability Insurance coverage at least as broad as ISO Occurrence Form CG0001, in an amount not less than \$5,000,000 combined single limit per occurrence/aggregate for bodily injury, personal injury, and property damage.

3. Business Automobile Insurance coverage, at least as broad as ISO Form CA0001 (ED.1/87), in an amount not less than \$20,000,000 combined single limit per accident for bodily injury and property damage for the fixed/express route services. The coverage for demand response service shall be in an amount not less than \$5,000,000. No sublimits shall apply to passengers. Coverage may be provided through one or more policies and shall include uninsured motorists, medical payments, and collision and comprehensive physical damage coverage with no more than a Ten Thousand Dollar (\$10,000) deductible. CONTRACTOR shall be responsible for all deductibles. CONTRACTOR should provide alternate quotes for auto physical damage based on both actual cash value and replacement value of the vehicles.

In case of damage or destruction of any vehicle or vehicles provided by BCAG under the terms of this agreement, BCAG agrees that liability for said damage or destruction shall be the lesser of the cost of repair or the fair market value of the vehicle(s) at the time of the loss as determined by BCAG. In the event that addition, deletion, or acquisition of new vehicles changes the vehicle fleet, from the baseline of 66 total units, the compensation paid to the operator for the purposes of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiation to recover the documented actual premium cost under the insurance policy then in effect.

4. Fidelity Bond in the amount of \$100,000 which shall cover CONTRACTOR employees and which shall protect BCAG from employee theft with respect to any occurrence by CONTRACTOR's employees.

(b) CONTRACTOR shall furnish BCAG with certificates of insurance and original endorsements affecting coverage required by this contract. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the BCAG Transit Manager on behalf of BCAG before work commences.

The General Liability and Automobile Liability policies shall be endorsed to state:

BCAG, its officers, officials, agents, employees, and member agencies are to be covered as additional insureds as respects liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the operator, and with respect to liability arising out of the work and operations performed by or on behalf of CONTRACTOR.

(c) CONTRACTORs insurance coverage shall be primary insurance as respects BCAG, its officers, officials, agents, employees, volunteers and member agencies. Any insurance or self-insurance maintained by BCAG, its officers, officials, agents, employees, volunteers or member agencies shall be in excess of the CONTRACTORs insurance and shall not continue with it.

(d) CONTRACTORs insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to BCAG.

8. INDEMNIFICATION.

Except as may otherwise be provided in this agreement, CONTRACTOR shall investigate, indemnify, defend, and hold harmless BCAG, its officers, agents, and employees against any and all claims, demands, losses, liabilities or damages of any kind or nature whether real or alleged which BCAG, its officers, agents, and employees may sustain or incur, or which may be imposed upon them arising from or caused by the negligence or willful misconduct of, or any act, neglect, default or omission of CONTRACTOR, its officers, agents, or employees in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of BCAG, its agents or employees. This paragraph shall survive the termination of this agreement or any extensions thereof.

9. INVOICES.

(a) All hourly costs shall be invoiced to BCAG monthly within ten (10) days following the service month provided. Said invoices shall specify the dates of service and the number of vehicle service hours claimed. Hourly costs shall be directly traceable by dispatcher and/or driver trip sheets and/or employee time cards, copies of which will be submitted to BCAG monthly with each invoice.

(b) CONTRACTOR's actual monthly cost for the provision of vehicle insurance under this agreement shall be invoiced monthly within ten (10) days following the service month provided. Copies of receipts, bills, etc. to support the invoiced amount shall be attached to the monthly invoice prior to payment.

(c) Any extra services provided under this agreement shall be invoiced separately following the provision of such services. Copies of all appropriate passenger and service logs shall be attached to each extra service invoice prior to payment.

10. PAYMENT.

All payments by BCAG to CONTRACTOR shall be made in arrears. Payment shall be made by BCAG no more than thirty (30) days from receipt of an invoice. Payment of invoices will be made on a monthly basis. If BCAG disputes any item on an invoice for a reasonable cause, BCAG 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 of the receipt of the invoice by BCAG. BCAG shall assign a sequential reference number to each such deletion. Payments shall be by check payable to and mailed first-class to:

Veolia Transportation, Inc.
4157 Collection Center Drive
Chicago, Ill 60693

11. OPERATING REVENUES.

All operating revenues collected by CONTRACTOR are the property of BCAG. Operating revenues include, but are not limited to, all fares and the proceeds from the sale of tickets and passes. Operating revenues shall be counted and kept separately under appropriate security. Within one (1) working day from collection, CONTRACTOR shall deposit fares at the Butte County Treasurer as directed by BCAG. Reports on the revenues collected and deposited shall be provided to BCAG on a timely basis. BCAG shall be provided with a written description of CONTRACTOR's procedures regarding the collection, counting, reconciliation and controlling of fare revenues. These procedures are subject to BCAG's approval.

12. CONTROL.

(a) The basic nature of the services to be rendered by CONTRACTOR under this agreement shall be subject to the control of BCAG. CONTRACTOR shall advise BCAG of matters of importance and make recommendations when appropriate; however, final authority shall rest with BCAG.

(b) BCAG shall not interfere with the management of CONTRACTOR's normal internal business affairs and the method and manner by which the services are provided and shall not directly discipline or terminate CONTRACTOR employees. BCAG may advise CONTRACTOR of the performance of any employee having a negative effect on the service being provided.

13. CONTRACT ASSIGNMENT.

This agreement shall not be sold, assigned, transferred, conveyed or encumbered by CONTRACTOR without the prior written consent of BCAG. CONTRACTOR shall not sell or otherwise transfer its interest in this agreement without prior written notification to BCAG. Upon receiving such notification from CONTRACTOR, BCAG may, at its sole discretion, decide to exercise its right to terminate this agreement. Subject to this provision, the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

14. DISPUTES.

(a) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BCAG and CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BCAG is located.

(b) The Federal Procurement Regulations shall be used where applicable to define, resolve, and settle procurement issues.

15. TERMINATION FOR DEFAULT.

All the terms, conditions, and covenants of this agreement are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, BCAG shall give CONTRACTOR ten (10) days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period or more than ten (10) days thereafter to remedy, or cure such breach or default, then BCAG without further notice, may terminate this agreement. In the event of termination of this agreement as hereinabove specified, BCAG shall have the right to take immediate possession of all equipment and facilities provided by BCAG to CONTRACTOR and of the facilities and equipment supplied by CONTRACTOR under the provisions of this agreement. In the event BCAG does take possession of CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by BCAG or the actual cost of the temporary use of said facilities and equipment.

16. TERMINATION FOR CONVENIENCE.

At any time, and without cause, BCAG shall have the right, in its sole discretion, to terminate this agreement by giving sixty (60) days written notice to CONTRACTOR. In the event of such termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of leases, contracts and orders connected with the terminated work and submit a termination claim to BCAG. If the parties are unable to agree on the amount of a

termination settlement, BCAG shall pay the CONTRACTOR the following amounts:

- (a) Payment at the rate in effect at the time of termination for services rendered to the effective date of termination, and
- (b) The reasonable costs of settlement of the work terminated including the cost of termination of any leases, contracts or orders specifically applicable to the work terminated.

At its option, BCAG may direct the CONTRACTOR to assign the CONTRACTOR's rights to any leases, contracts or orders to BCAG, in which case, any rights so assigned shall not be included in CONTRACTOR's termination claim.

If termination occurs, all data, information and BCAG property shall be made available to BCAG without additional cost. In addition, this agreement may be terminated at any time without such notice upon mutual agreement between both parties.

17. REMEDIES ON BREACH.

It is agreed that in the event of failure by CONTRACTOR to perform the services required by this agreement, in addition to all other remedies, penalties and damages provided by law, BCAG may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to BCAG to provide such services.

18. RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS.

Upon expiration or earlier termination of this agreement, BCAG shall have the right to provide the services by means of its own employees or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against BCAG based upon BCAG's operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this agreement shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of BCAG.

19. CHANGES.

BCAG, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both BCAG and CONTRACTOR.

20. MODIFICATION OF AGREEMENT.

This writing constitutes the entire agreement between the parties relative to the subject matter of this agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements or conditions with respect to the subject matter of this agreement except those contained in this writing.

21. NOTICES.

All notices required to be given with respect to this agreement shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

If to Contractor: Mr. Ron Bushman
1770 Research Park Way, Suite 188
North Logan, Utah 84341

If to BCAG: Mr. Robin Van Valkenburgh, Transit Manager
Butte County Association of Governments
2850 Sierra Sunrise Terrace, Suite 100
Chico, CA 95928

22. PROPRIETARY RIGHTS.

All inventions, improvements, discoveries, proprietary rights, copyrights and patents made by CONTRACTOR under this agreement shall be made available to BCAG with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to BCAG at no charge but shall be owned by CONTRACTOR and shall not be disclosed, or released by BCAG without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this agreement for specific use in BCAG's system shall become the property of BCAG. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by BCAG prior to release.

23. FORCE MAJEURE.

CONTRACTOR shall not be held responsible for losses, failure to perform, or excess costs caused by fully unforeseeable events beyond the control of CONTRACTOR. Such events may include, but are not restricted to, the following: acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or other civil disorders; or fuel shortages. In every case, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

24. INFORMATION AND DOCUMENTS.

All information, data, reports, records, maps, survey results as are existing, available, and necessary for carrying out the work under this agreement, shall be furnished to CONTRACTOR without charge by BCAG, and BCAG shall cooperate in every way possible in the carrying out of the work without undue delay.

25. EMERGENCY PROCEDURES.

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from BCAG is intact, CONTRACTOR shall follow instruction of BCAG. If the normal line of direct authority is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the Butte County Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within BCAG's service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal rate and payment method or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

26. AUDIT AND INSPECTION.

CONTRACTOR shall permit the authorized representatives of BCAG, the U.S. Department of Transportation, the Comptroller General of the United States, the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this agreement. Further, CONTRACTOR agrees to maintain all required records for at least three years after BCAG makes final payments and all other pending matters are closed.

27. TRANSFER OF TITLE TO EQUIPMENT.

Equipment and supplies purchased by CONTRACTOR under this agreement as a direct charge expense shall become the property of BCAG upon the payment of the direct charge invoice. Equipment and supplies purchased by CONTRACTOR under this agreement within the defined scope of services may become the property of BCAG at BCAG's sole discretion upon termination of this agreement for any reason and BCAG's payment of the depreciated value of the items to CONTRACTOR. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this agreement. CONTRACTOR shall maintain a perpetual inventory of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review on or before August 31 of each year. CONTRACTOR shall be responsible for the replacement of any equipment and supplies purchased or provided, either by BCAG or CONTRACTOR, under this agreement that is lost or unreasonably destroyed while under the control of CONTRACTOR.

28. TRANSPORTATION DATA REPORTING.

CONTRACTOR shall report operating and financial data to BCAG in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

29. PERMITS AND LICENSES.

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement, and shall provide copies of all such entitlements to BCAG when received by CONTRACTOR. In the event that any aspect of this agreement requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. BCAG reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and expense.

30. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

(a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or terminations; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of BCAG. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(b) CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

(c) CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any passenger or patron because of race, color, sex, age, or national origin or ancestry.

(d) CONTRACTOR shall promptly notify BCAG of any discrimination complaints. CONTRACTOR shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct the CONTRACTOR's discrimination in employment and/or service and shall fully save harmless and indemnify BCAG in this regard.

31. LABOR PROVISIONS.

In accordance with 40 U.S.C. 329 and 29 CFR Part 5, CONTRACTOR hereby certifies compliance with the following provisions related to the employment of mechanics and laborers.

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

(c) Withholding for Unpaid Wages and Liquidated Damages. DOT or the recipient shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

(d) Nonconstruction Grants. Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, of each such employee, social security number, correct classifications, hourly rates of wages paid; daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting Officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (a) through (e) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (a) through (e) of this paragraph.

32. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

(a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, 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. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.-Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternative provisions for these projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Amendment or Cooperative Agreement with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or part with Federal assistance provided by FTA.

33. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES.

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

34. TITLE VI CIVIL RIGHTS ACT OF 1964.

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(a) Compliance with Regulations. CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports. 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 BCAG or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, BCAG shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to 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. CONTRACTOR shall include the provisions of paragraph (a) through (f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as BCAG or the Federal Transit Administration may direct as a 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 direction, CONTRACTOR may request BCAG, and, in addition, CONTRACTOR may request the services of the Attorney General in such litigation to protect the interest of the United States.

35. DISADVANTAGED BUSINESS ENTERPRISE.

(a) It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(b) CONTRACTOR agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONTRACTOR and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR and its subcontractors shall not discriminate on the basis of race, creed, national origin, age or sex in the award and performance of federal-assisted contracts.

(c) CONTRACTOR shall cooperate fully with BCAG in meeting any of BCAG's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises. CONTRACTOR shall keep records of DBE participation in all activities carried out pursuant to this agreement, and shall report to BCAG all such participation and efforts made to encourage DBE participation as required by BCAG.

(d) CONTRACTOR shall incorporate the provisions of this paragraph in all applicable subcontracts.

36. DRUG AND ALCOHOL TESTING.

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or BCAG, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports to BCAG. To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

37. CHARTER SERVICE OPERATIONS.

CONTRACTOR agrees that while performing work in connection with this agreement it will not engage in charter service operations, except as permitted by 49 U.S.C. § 5352(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of this agreement.

38. SCHOOL BUS OPERATIONS.

CONTRACTOR agrees that neither it nor any subcontractor performing work in connection with this agreement will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this agreement.

39. MISCELLANEOUS PROVISIONS.

(a) Conservation. CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 RSC Section 6321 et seq.).

(b) Interest of Members of or Delegates to Congress. In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising therefrom.

(c) Conflict of Interest. No employee, officer, director or agent of BCAG shall participate in the selection, award or administration of this agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of BCAG shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

(d) Clean Water Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to BCAG and understands and agrees that BCAG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(e) Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR agrees to report each violation to BCAG and understands and agrees that BCAG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(f) Debarred Bidders. The CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform BCAG whether or not it is or has been on any debarred bidders list maintained by the United States Government. Should the CONTRACTOR be included on such a list during the performance of this project, it shall so inform BCAG.

(g) Cargo Preference. The CONTRACTOR shall abide by 46 U.S.C. 1241 (B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipment of foreign made goods.

(h) Conflict of Transportation Interests. The CONTRACTOR shall not divert any revenues, passengers, or other business from BCAG's project to any taxi or other transportation operation of CONTRACTOR without the written approval of BCAG.

(i) Conflicting Use. The CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are dedicated to BCAG for performing services under this agreement for any use whatsoever other than provided for in this agreement without the prior approval of BCAG.

(j) Fair Employment and Housing Act. CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.

(k) Working Conditions. It shall be a condition of this agreement, and shall be made a condition of each subcontract entered into pursuant to this agreement, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this agreement to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

(l) 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 agreement (Form FTA MA (4) dated October 1997) between BCAG 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 breach of this contract.

(m) No Obligation by the Federal Government.

(1) BCAG and CONTRACTOR agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to BCAG, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) CONTRACTOR agrees to include the above clause in each subcontract in whole in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

40. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this agreement. CONTRACTOR shall hold BCAG harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse BCAG for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

41. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

(a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, 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 on CONTRACTOR to the extent the Federal Government deems appropriate.

(b) 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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

42. 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 4220.1D, dated April 15, 1996, 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. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any BCAG requests, which would cause BCAG to be in violation of the FTA terms and conditions.

43. INDEPENDENT CONTRACTOR.

(a) Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venturer of the other. CONTRACTOR is and should be an independent contractor performing services under this agreement for the consideration herein set forth.

(b) CONTRACTOR's employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to BCAG, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless BCAG from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

(c) This agreement does not constitute a contract of employment between BCAG and CONTRACTOR or any agents, officers or employees of CONTRACTOR. After the expiration or termination of this agreement, CONTRACTOR's successor shall be permitted to hire any CONTRACTOR employees previously employed on this program. At that time, in hiring a CONTRACTOR employee or a former CONTRACTOR employee, BCAG shall ensure and require that such employment process fairly treat former CONTRACTOR employees as members of the general public with no discrimination, no waiver of job advertising, no consideration of employee's seniority with CONTRACTOR and no other privilege different from that accorded to members of the general public.

44. TRANSITION TO FUTURE OPERATOR.

Up to and for a minimum of thirty (30) days following the effective date of termination or expiration of this agreement, CONTRACTOR shall provide to either BCAG or any future operator selected by BCAG, CONTRACTOR's full cooperation in the transition to the successor operator. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and maintenance records. CONTRACTOR shall release to the new operator all telephone numbers and any sequential rollover numbers required by BCAG. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to those provided by the new operator and shall cooperate fully with BCAG and the new operator to this end.

45. SEVERABILITY.

If any provision of this agreement is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this agreement and such remaining provisions shall continue to remain in full force and effect.

46. PRECEDENCE OF CONTRACT DOCUMENTS.

The total agreement between the parties consists of the documents specified in this paragraph. In the event of a conflict or ambiguity arising between said documents, or any term or condition therein, the document having precedence shall be determined as follows:

- A) Any supplemental agreements executed after the date of this agreement.
- B) This agreement and attachments thereto, including Exhibit A (Scope of Work).
- C) Exhibits E (RFP) and F (CONTRACTOR'S proposal) to this agreement.

47. ADDITIONAL TERMS.

The validity in whole or in part of any provision of this agreement shall not affect the validity of other provisions. BCAG's failure to insist in any 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 BCAG's right to such performance or to future performance of such a term or terms, and CONTRACTOR's obligations in respect thereto shall continue in full force and effect. Time shall be of the essence. Changes hereto shall not be binding upon BCAG except when specifically confirmed in writing by BCAG.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

CONTRACTOR

By: *J. A. Clark*

By: *[Signature]*

Jon Clark, Executive Director

Title: President and COO

Date: 7-9-12

Date: 7-2-12

Approved as to Form:

By: _____

By: *[Signature]*

BCAG Counsel

Title: Legal Associate

Exhibit A

Agreement for the Management, Operation and Maintenance of Butte Regional Transit (B-Line)

Scope of Work

Section 1 - BCAG Duties and Responsibilities

BCAG shall perform the following duties and accept the following responsibilities with respect to B-LINE. To the extent reasonable and feasible, CONTRACTOR shall assist BCAG in this regard.

1.1 System Planning and Administration

BCAG shall be responsible for all planning activities relative to B-LINE routes, schedules, days and hours of operations, 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 Liaison with Local Jurisdictions, Citizens Groups

BCAG shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies and citizens groups.

1.3 Notification - Potential Interference with Transit System Operations

BCAG shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with B-LINE operations or require deviations from established routes or schedules. CONTRACTOR and BCAG shall mutually agree upon such deviations.

1.4 Advertising and Promotion

BCAG shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of B-LINE operations and to promote ridership. CONTRACTOR shall assist and cooperate with marketing and promotional events or activities.

1.5 BCAG Vehicles and Equipment; Maintenance and Repair

BCAG shall provide to CONTRACTOR the vehicles and equipment set forth in **EXHIBIT C** entitled BCAG 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 BCAG.

CONTRACTOR shall maintain and repair the specified vehicles, including attached communications systems, GFI fareboxes, Mentor AVL/GPS systems, video surveillance systems and other specified equipment. CONTRACTOR shall be responsible for daily vehicle servicing as described herein below and for all damage to equipment excluding normal wear and tear. CONTRACTOR shall promptly report all vehicle defects to BCAG.

In the event that BCAG determines that driver operating practices cause a pattern of component failure or accelerated wear, BCAG will confer with CONTRACTOR to mutually develop a corrective training program or other corrective action.

1.6 Radio Communications System

BCAG shall provide a two-way radio communications system, which shall be used by CONTRACTOR solely for communications related to B-LINE operations. CONTRACTOR shall comply with BCAG policies and all applicable federal statutes and regulations in connection with radio system use, including maintaining a current license. Any cost of obtaining and maintaining license(s) shall be borne by CONTRACTOR. Any changes or alterations in equipment or licensing of the communications system desired by CONTRACTOR must be paid for by CONTRACTOR. Any alterations must be approved in writing by BCAG.

1.7 Fuel

BCAG shall provide all fuel required in the operation of BCAG vehicles to provide B-LINE services.

1.8 Schedules; Passes; Tickets; Vouchers

BCAG shall prepare, print and distribute all schedules, passes, tickets, transfers, vouchers and like materials required by B-LINE operations. CONTRACTOR shall disseminate schedules, brochures, and similar materials to transit patrons in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by BCAG. CONTRACTOR shall keep accurate records related to the dissemination of these materials.

1.9 Street Furnishings

BCAG shall purchase all street furnishings required for B-LINE operations. CONTRACTOR shall install, maintain and replace all street furnishings, excluding shelters, required for B-LINE operations. Such furnishings include bus stop signs and posts, benches, and the like. Further, BCAG shall maintain or request CALTRANS or property owners to maintain trees along B-LINE routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with BCAG by advising it of any such conditions observed during B-LINE operations. Nothing heretofore shall relieve CONTRACTOR'S vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

Section 2 - Contractor Requirements - Operations

2.1 Transit Services to be Provided

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of B-Line. B-Line will include all intercity routes between the larger incorporated cities/towns in Butte County; local fixed route service in Chico, Paradise, Oroville, Gridley and Biggs; student shuttle routes in Chico and paratransit services in Chico, Oroville and Paradise. B-Line's service area will include all of Butte County but the City of Gridley will continue to operate its local paratransit services.

A proposed map of fixed route services to be provided on B-Line and schedules for each of the services is included in **Exhibit B**.

(a) Operations – General

CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the B-Line as specified by BCAG. CONTRACTOR shall assist and cooperate with BCAG in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with BCAG on matters related to operations, monitoring, reporting and service performance measurements.

CONTRACTOR shall furnish all equipment and services required in the operation and management of the B-Line unless specifically identified to be contributed by BCAG.

(b) Fixed Route and Deviated Fixed Route Services

Six intercity fixed-routes will be provided on the B-Line. They are summarized below.

Route 20 Chico – Oroville. This intercity route operates between Chico and Oroville seven days a week. Weekday service begins at 5:50 AM and ends at 7:59 PM. Weekend service begins at 7:50 AM and ends at 6:00 PM. Weekday headways on Route 20 are 60 minutes, and weekend headways are 120 minutes. Total round-trip between Chico and Oroville is approximately one hour and 50 minutes with a layover in Oroville.

The major stops and timepoints on Route 20 are: Chico Transit Center, Fir Street Park and Ride, Forest Ave Xfer (WalMart & Bank), Butte County Administration and Oroville Transit Center (Mitchell & Spencer).

Route 30 Oroville – Gridley – Biggs. Route 30 operates between Oroville and Biggs with stops in Palermo and Gridley, Monday through Saturday. Weekday service begins in Oroville at 7:45 AM and ends in Oroville at 5:02 PM. Saturday service begins at 8:47 AM and ends at 4:53 PM. Weekday headways are approximately four hours and Saturday headways are 120 minutes. During the weekday, there is a five-minute layover in Biggs and vehicles go out of service in Oroville between each return trip. On Saturday, there is a five-minute layover in Biggs and a 15-minute layover in Oroville. Total round-trip travel time between Oroville and Biggs is approximately one hour and 40 minutes.

The major stops and timepoints on Route 30 are: Oroville Transit Center (Mitchell & Spencer), Lincoln & Palermo (Palermo), Heritage Oaks Mall (Gridley) and 6th and B Streets in Biggs.

Route 31 Paradise – Oroville. Route 31 provides one morning trip and one evening trip between Paradise and Oroville on weekdays only. The morning trip begins at the Paradise Transit Center at 6:45 AM and arrives at the Oroville Transit Center (Mitchell & Spencer) at 7:33 AM. The evening trip leaves the Oroville Transit Center at 5:05 PM and ends in Paradise at 5:56 PM. The total travel time between Paradise and Oroville is approximately 50 minutes. Vehicles will go out of service at the end of each trip.

Major stops and timepoints on Route 31 are: Almond & Birch (Paradise), Clark & Wagstaff (Paradise), Clark & Pearson (Paradise), County Public Works (Oroville) and the Oroville Transit Center (Mitchell & Spencer).

Route 32 Gridley – Chico. Route 32 provides one morning trip and one evening trip between Gridley and Chico on weekdays only. The morning trip begins in Biggs at 6:40 AM, serves Gridley at 6:51 AM and arrives at the Chico Transit Center at 7:40 AM. The evening trip leaves the Chico Transit Center at 5:20 PM and ends in Biggs at 6:20 PM. The total travel time between Gridley and Chico is approximately 60 minutes. Vehicles will go out of service at the end of each trip.

Major stops and timepoints on Route 32 are: City Hall - 6th & C St (Biggs), Spruce & SR 99 (Gridley), Midway & Durham Dayton Hwy (Durham), and the Chico Transit Center.

Route 40 Paradise – Chico. Route 40 provides service between Paradise and Chico, seven days a week. Weekday service begins in Paradise at 6:00 AM and ends in Chico at 7:26 PM. Weekday headways are approximately 120 minutes, with more frequent service during the evening peak hours. Saturday service begins at 7:50 AM in Chico and ends at 7:03 PM in Paradise. Sunday service begins at 9:50 AM in Chico and ends at 6:00 PM in Chico. Round trip travel times between Paradise and Chico are approximately an hour and 52 minutes with a 10-minute layover scheduled in Paradise. For most runs, Route 40 alternates with Route 41.

Major stops and timepoints on Route 40 are: Chico Transit Center, Forest Ave Xfer @ WalMart (Chico), Almond & Birch (Paradise) and Skyway & Wagstaff (Paradise).

Route 41 Magalia – Chico. Route 41 provides service between Magalia and Chico, weekdays. Service begins in Magalia at 5:37 AM and ends in Paradise at 6:45 PM. Headways are approximately 130 minutes, with some variation during the peak hours. Round trip travel times between Magalia and Chico are approximately two hours and 10 minutes. For most runs, Route 41 alternates with Route 40. Saturday service is available between Magalia and Paradise on three round trip loops, one in the morning, one midday and one in late afternoon.

Major stops and timepoints on Route 41 are: Skyway & Colter (Paradise Pines), Lakeridge @ Holiday Market (Magalia), Skyway & Wagstaff (Paradise), Almond & Birch (Paradise), Forest Ave Xfer (WalMart & Bank) (Chico) and the Chico Transit Center.

In Chico, there are nine local fixed routes. It is important to note that most routes in Chico are timed to depart the Chico Transit Center at approximately 0:50 minutes past the hour in the mornings and 0:10 minutes past the hour in the afternoons. Also, many of the routes in the system are through-routed (interlined) with each other to improve connectivity and reduce the number of vehicles that are required to operate service. Each of the Chico routes is summarized below.

Route 2 – Mangrove. Route 2 provides service between the Chico Transit Center and Ceres & Lassen via Mangrove and Cohasset. Service is provided every 30-minutes during the peak morning hours and every 60-minutes at all other times of the day. Monday through Friday service begins at 6:15 AM at Ceres & Lassen and ends at Ceres & Lassen at 8:34 PM. Saturday service begins at 8:15 AM at Ceres & Lassen and ends at 6:56 PM at the Chico Transit Center. Round trip running time on Route 2 is approximately 45 minutes with layover time at the Chico Transit Center. During peak times Route 2 is through-routed with Route 7 at Ceres & Lassen.

Major stops and timepoints along Route 2 are: The Chico Transit Center, 5th & Mangrove, Parmac & Rio Lindo, North Valley Plaza and Ceres & Lassen.

Route 3 – Nord/East. Route 3 provides service between the Chico Transit Center and North Valley Plaza via Nord and East. Service is provided every 60-minutes at most times of the day with the exception of several AM peak-hour times where service increases to 30-minutes. Monday through Friday service on Route 3 begins at 6:18 AM at North Valley Plaza and ends at 9:00 PM at the Chico Transit Center. Saturday service begins at 8:50 AM at North Valley Plaza and ends at 7:00 PM at the Chico Transit Center. Round trip running time on Route 3 is 49 minutes with layover time at the Chico Transit Center. Route 3 is through-routed with Route 4 at North Valley Plaza.

Major stops and timepoints on Route 3 are: Chico Transit Center, West 8th Avenue & Nord, East & Nord, East & Esplanade and North Valley Plaza.

Route 4 – First/East. Route 4 provides service between the Chico Transit Center and North Valley Plaza via E. First, Manzanita and East. Service is provided every 60-minutes at most times of the day with limited 30-minute service during peak hours. Monday through Friday service begins at 6:15 AM at North Valley Plaza and ends at 8:59 PM at the Chico Transit Center. Saturday service begins at the Chico Transit Center at 8:50 AM and ends at the Chico Transit Center at 6:59 PM. Round trip running time on Route 4 is 49 minutes with layovers at the Chico Transit Center and North Valley Plaza. Route 4 is through-routed with Route 3 at North Valley Plaza.

Major stops and timepoints on Route 4 are: Chico Transit Center, Chico Junior HS, First & Longfellow, Pleasant Valley HS and North Valley Plaza.

Route 5 – East 8th Street. Route 5 provides service between the Chico Transit Center and the Chico Mall via E. 8th/E. 9th and Forest. Service is provided every 60-minutes most of the time on weekdays with limited 30 minute AM and PM peak hour service and every 60-minutes on Saturdays. Monday through Friday service begins at 6:15 AM at the Forest Ave Xfer (Bank) and ends at 8:34 PM at the Forest Ave Xfer (Bank). Saturday service begins at 8:15 AM at the Forest Ave Xfer (Bank) and ends at 6:59 PM at the Chico Transit Center. Round trip running time on Route 5 is 49 minutes with a layover at the Chico Transit Center.

Major stops and timepoints on Route 5 are: Chico Transit Center, 9th Street & Pine, 8th Street and Highway 32, 8th Street and Olive and the Forest Ave Xfer (Bank).

Route 7 – Bruce/Manzanita. Route 7 provides service between the Forest Ave Xfer (Bank)/Chico Mall and Pleasant Valley High School via Huntington, Forest Ave, Bruce and Manzanita to Ceres/Lassen. Route 7 is the only route in Chico that does not provide service to the Chico Transit Center. Monday through Friday service on Route 7 is provided during peak AM and PM hours only. Service on Monday through Friday begins at 6:45 AM at the Forest Ave Xfer (Bank) and ends at 5:26 PM at Ceres and Lassen. Route 7 is through-routed with Route 2 at Ceres and Lassen. Round trip running time on Route 7 is 51 minutes.

Major stops and timepoints on Route 7 are: Forest Ave Xfer (Bank), Marsh Junior HS, Sierra Sunrise Village, Pleasant Valley HS and Ceres and Lassen.

Route 8 – Nord. Route 8 is a student shuttle that directly connects CSU-Chico with student neighborhoods northwest of the campus. Route 8 also provides a connection to other routes at the Chico Transit Center at 2nd and Salem. Route 8 provides 30-minute service Monday through Friday only while CSU-Chico is in session. Monday through Friday service begins at 7:34 AM at W. 8th Avenue & Nord and ends at 9:34 PM at the Chico Transit Center. Friday service ends at 4:04 PM at the Chico Transit Center. Round trip running time on Route 8 is 24 minutes and there is no scheduled layover time between runs. Route 8 is through-routed with Route 9 at the Chico Transit Center.

Route 9 – Warner/Oak. Route 9 is also a student shuttle that directly connects CSU-Chico with student neighborhoods north and south of the campus. Route 9 also provides a connection to other routes at the Chico Transit Center at 2nd & Salem. Like Route 8, Route 9 provides 30-minute service Monday through Friday only while CSU-Chico is in session. Monday through Friday service begins at 7:33 AM at 4th Avenue & Cedar and ends at 10:01 PM at the Chico Transit Center. Friday service ends at 4:01 PM at the Chico Transit Center. Round trip running time on Route 9 is 27 minutes and there is no scheduled layover time between runs. Route 9 is through-routed with Route 8 at the Chico Transit Center.

Route 9C- Cedar Loop. Route 9C is a limited service loop that only operates when the regular Route 9 (Student Shuttle) is not running, including: Fridays after 4 PM (year round), Saturdays year round and CSUC breaks. Friday afternoon service begins at 5:10 PM at the Chico Transit Center and ends at 8:24 PM at the Chico Transit Center. Saturday service begins at 8:30 AM at the Chico Transit Center and ends at 6:24 PM at the Chico Transit Center. Monday through Friday service, when the regular Route 9 is not running, begins at 7:50 AM at the Chico Transit Center and ends at 8:24 PM at the Chico Transit Center.

Route 15 – Forest/MLK/Park – Lassen/Esplanade. Route 15 provides service along the Esplanade and Park Ave corridor; from Ceres/Lassen at the north end to the Forest Ave Xfer point in the south. Monday through Friday Route 15 provides 20-minute service during AM and PM peak hours and 30 minute service throughout the rest of the day and 60 minutes in the evenings. Saturday Route 15 provides 60 minute service. Route 15 is split into the 15N serving Esplanade/Lassen to the Chico Transit Center and the 15S serving the Chico Transit Center to Park Ave/MLK/ Forest Ave. Round trip running time on Route 15 is approximately 46 minutes for each loop.

Route 15N Monday through Friday service begins at 6:15 AM at Ceres & Lassen and ends at 9:34 PM at Ceres & Lassen. Saturday service begins at 7:50 AM at the Chico Transit Center and ends at 6:34 PM at Ceres & Lassen.

Major stops and timepoints on Route 15N are: Chico Transit Center, Esplanade & 5th, Esplanade & East, Lassen & Cohasset and Ceres & Lassen.

Route 15S Monday through Friday service begins at 6:18 AM at the Forest Ave Xfer (WalMart) and ends at 9:38 PM at the Forest Ave Xfer (WalMart). Saturday service begins at 7:50 AM at the Chico Transit Center and ends at 6:57 PM at the Chico Transit Center.

Major stops and timepoints on Route 15S are: Chico Transit Center, 20th St & E. Park, E. Park & MLK, Forest Ave Xfer (Bank) and Forest Ave Xfer (WalMart).

Route 16 – Esplanade/SR 99. Route 16 provides service from the Chico Transit Center to Esplanade and SR 99. Route 16 provides 60 minute service Monday through Saturday. Monday through Friday service begins at 6:55 AM at Esplanade & SR 99 and ends at 6:55 PM at Esplanade & SR 99. Saturday service begins at 7:55 AM at Esplanade & SR 99 and ends at 5:55 PM at Esplanade & SR 99. Route 16 is through routed with Route 15 at the Chico Transit Center.

Major stops and timepoints on Route 16 are: Chico Transit Center, Esplanade & 5th, Rio Lindo & Parmac, East & Esplanade and Esplanade and SR 99.

Both Oroville and Paradise also have local fixed route service. These services are summarized below.

Route 24 – Thermalito. Route 24 provides service from the Oroville Transit Center (Mitchell & Spencer) along Mitchell and Feather River Blvd to Thermalito and Butte County Public Works/Administration. Route 24 provides 60 minute service Monday through Friday with a one hour layover midday. Service begins at 6:34 AM at the Oroville Transit Center (Mitchell & Spencer) and ends at 7:30 PM at the Oroville Transit Center (Mitchell & Spencer). Route 24 is timed to connect with the Route 20 at Butte County Public Works for transfers to Chico. Total round trip running time on Route 24 is 36 minutes. Route 24 is through routed with Route 27.

Major stops and timepoints on Route 24 are: Oroville Transit Center (Mitchell & Spencer), 14th & Grand and Public Works/Administration.

Route 25 – Oro Dam. Route 25 provides service from the Oroville Transit Center (Mitchell & Spencer) to the Feather River Cinemas and Downtown. Route 25 provides 60 minute service Monday through Friday with a 1 hour layover midday. Service begins at 6:12 AM at the Oroville Transit Center (Mitchell & Spencer) and ends at 6:50 PM at the Oroville Transit Center (Mitchell & Spencer). Total round trip running time on Route 25 is 18 minutes. Route 25 is through routed with Route 26.

Major stops and timepoints on Route 25 are: Oroville Transit Center (Mitchell & Spencer) and Feather River Cinemas.

Route 26 – Olive Highway/Kelly Ridge. Route 26 provides service from the Oroville Transit Center (Mitchell & Spencer) along Olive Highway to Gold Country Casino and Kelly Ridge as well as serving the Orange and Acacia area. Monday through Friday Route 26 provides 60 minute service to South Oroville and Gold Country Casino and alternating 120 minute service to Kelly Ridge (5 trips per day) and the Orange & Acacia area (6 trips per day). Service begins at 6:33 AM at the Oroville Transit Center (Mitchell & Spencer) and ends at 6:21 PM at the Oroville Transit Center (Mitchell & Spencer). Total running time for Route 26 is between 28 and 34 minutes depending on which alternate loop it is running. Route 26 is through routed with Route 25.

Major stops and timepoints on Route 26 are: Oroville Transit Center (Mitchell & Spencer), D St & Meyers, Gold Country Casino, Kelly Ridge & Royal Oaks, Oroville Hospital and Orange & Acacia.

Route 27 – South Oroville. Route 27 provides service from the Oroville Transit Center through South Oroville to Las Plumas High School. Route 27 provides 60 minute service Monday through Friday, with a 1 hour layover at 10 AM. Monday through Friday service begins at 7:10 AM at the Oroville Transit Center (Mitchell & Spencer) and ends at 6:50

PM at the Oroville Transit Center (Mitchell & Spencer). Total running time for Route 27 is 20 minutes. Route 27 is through routed with route 24.

Major stops and timepoints on Route 27 are: Oroville Transit Center (Mitchell & Spencer), Las Plumas High School and Meyers & D St.

Route 46 – Feather River Hospital. Route 46 will operate along a fixed route between the Paradise Transit Center and Feather River Hospital. Three trips are made daily between the Paradise Transit Center (Almond & Birch), and Feather River Hospital. The three trips leaving Almond & Birch leave at 9:41 AM, 1:41 PM and 5:01 PM and return to Almond & Birch at 10:08 AM, 2:08 PM and 5:28 PM. Total round trip running time on Route 46 is 30 minutes and is timed to connect with Route 40 at the Paradise Transit Center on both the Eastbound and Westbound runs. Operation of Route 46 will be coordinated through B-Line Paratransit rather than the fixed-route and intercity services (see “B-Line Paratransit” section below).

Major stops and timepoints on Route 46 are: Paradise Transit Center (Almond & Birch) and Feather River Hospital.

(c) B-Line Paratransit

B-Line Paratransit will be a service for seniors and persons with disabilities only. To be eligible for the service, riders must be 65 years of age or older or have an impairment that prevents using the fixed route system.

The service area of B-Line Paratransit will include the Chico Urban Area, the entire Town of Paradise, and the Greater Oroville area, including the City of Oroville and portions of unincorporated Butte County.

Service on B-Line Paratransit shall be operated during the same time as the fixed route services. Services shall be operated during the following hours:

- Monday through Friday: 5:50 AM to 10:00 PM
- Saturday: 7:00 AM to 10:00 PM
- Sunday: 7:50 AM to 6:00 PM

Estimated Annual Vehicle Service Hours for Paratransit: 42,000

(Actual hours vary by service area according to the fixed route schedule in that city).

(d) Days and Hours of Operation and Fleet Requirement

The following table summarizes the services that will be provided on B-Line and shows the days and hours of operation all fixed route services. The table also shows how many buses are required for each route (fleet requirement) and peak-hour headways.

Figure 1: Hours of Operation and Fleet Requirements

<u>Route</u>	<u>Hours of Operation</u>	<u>Fleet Requirement</u>	<u>Peak Hour Headway</u>
Intercity Routes			
<u>Route 20</u> <u>Chico – Oroville</u>	<u>Monday – Friday</u> <u>5:50 AM – 7:59 PM</u> <u>Saturday/Sunday</u> <u>7:50 AM – 6:00 PM</u>	<u>3</u>	<u>M-F: 60 min.</u> <u>Sat/Sun: 120 min.</u>
<u>Route 30</u> <u>Oroville – Gridley – Biggs</u>	<u>Monday – Friday</u> <u>7:45 AM – 5:02 PM</u> <u>Saturday</u> <u>8:47 AM – 4:53 PM</u>	<u>1</u>	<u>M-F: 240 min.</u> <u>Sat: 120 min.</u>
<u>Route 31</u> <u>Paradise – Oroville</u>	<u>Monday – Friday</u> <u>One round-trip: 6:45 AM – 7:33 AM and 5:05 PM – 5:56 PM</u>	<u>0*</u>	<u>M-F: One round-trip</u>
<u>Route 32</u> <u>Gridley – Chico</u>	<u>Monday – Friday</u> <u>One round-trip: 6:40 AM – 7:40 AM and 5:20 PM – 6:20 PM</u>	<u>1</u>	<u>M-F: One round-trip</u>
<u>Route 40</u> <u>Paradise – Chico</u>	<u>Monday – Friday</u> <u>6:00 AM – 7:26 PM</u> <u>Saturday</u> <u>7:50 AM – 7:03 PM</u> <u>Sunday</u> <u>9:50 AM – 6:00 PM</u>	<u>3</u>	<u>M-F: 120 min.</u> <u>Sat/Sun: 120 min.</u>
<u>Route 41</u> <u>Paradise Pines – Chico</u>	<u>Monday – Friday</u> <u>5:50 AM – 6:45 PM</u> <u>Saturday</u> <u>9:45 AM – 6:03 PM</u>	<u>1</u>	<u>M-F: 120 min.</u> <u>Sat: three trips in Magalia loop only</u>

<u>Route</u>	<u>Hours of Operation</u>	<u>Fleet Requirement</u>	<u>Peak Hour Headway</u>
Local Chico Routes			
<u>Route 2</u> <u>Mangrove**</u>	<u>Monday – Friday</u> <u>6:15 AM – 8:34 PM</u> <u>Saturday</u> <u>8:15 AM – 6:56 PM</u>	<u>2</u>	<u>M-F: 60 min.</u> <u>Sat: 60 min.</u>
<u>Route 3</u> <u>Nord/East**</u>	<u>Monday – Friday</u> <u>6:18 AM – 9:00 PM</u> <u>Saturday</u> <u>8:50 AM – 7:00 PM</u>	<u>2</u>	<u>M-F: 30 min.</u> <u>Sat: 60 min.</u>
<u>Route 4</u> <u>First/East**</u>	<u>Monday – Friday</u> <u>6:15 AM – 8:59 PM</u> <u>Saturday</u> <u>8:50 AM – 6:59 PM</u>	<u>2</u>	<u>M-F: 30 min.</u> <u>Sat: 60 min.</u>
<u>Route 5</u>	<u>Monday – Friday</u>	<u>2</u>	<u>M-F: 30 min.</u>

<u>E. 8th Street</u>	<u>6:15 AM – 8:34 PM</u> <u>Saturday</u> <u>8:15 AM – 6:59 PM</u>		<u>Sat: 60 min.</u>
<u>Route 7</u> <u>Bruce/Manzanita**</u>	<u>Monday – Friday</u> <u>6:46 AM – 6:36 PM</u> <u>Saturday</u> <u>8:46 AM – 6:36 PM</u>	<u>1</u>	<u>M-F: 60 min.</u>
<u>Route 8</u> <u>Nord**</u>	<u>Monday – Thursday</u> <u>7:00 AM – 7:30 PM</u> <u>Friday</u> <u>7:00 AM – 3:00 PM</u>	<u>1</u>	<u>M-F: 30 min.</u>
<u>Route 9</u> <u>Warner/Oak**</u>	<u>Monday – Thursday</u> <u>7:38 AM – 7:08 PM</u> <u>Friday</u> <u>7:38 AM – 4:08 PM</u>	<u>1</u>	<u>M-F: 30 min.</u>
<u>Route 15</u> <u>Park/MLK/Forest-</u> <u>Esplanade/Lassen</u>	<u>Monday – Friday</u> <u>6:15 AM – 9:38 PM</u> <u>Saturday</u> <u>7:50 AM – 6:57 PM</u>	<u>5</u>	<u>M-F: 20 min.</u> <u>Sat: 30 min.</u>
<u>Route 16</u> <u>Esplanade/SR99</u>	<u>Monday – Friday</u> <u>6:55 AM – 6:55 PM</u> <u>Saturday</u> <u>7:55 AM – 5:55 PM</u>	<u>1</u>	<u>M-F: 60 min.</u> <u>Sat: 60 min.</u>
<u>Local Oroville/Paradise Routes</u>			
<u>24 Thermalito</u> <u>*Interlined with 27</u>	<u>Monday – Friday</u> <u>6:34 AM – 7:30 PM</u>	<u>0.5</u>	<u>M-F: 60 min.</u>
<u>25 Oro Dam</u> <u>*Interlined with 26</u>	<u>Monday – Friday</u> <u>6:12 AM – 6:50 PM</u>	<u>0.5</u>	<u>M-F: 60 min.</u>
<u>26 Olive Highway</u> <u>*Interlined with 25</u>	<u>Monday – Friday</u> <u>6:33 AM – 6:21 PM</u>	<u>0.5</u>	<u>M-F: 60 min.</u>
<u>27 South Oroville</u> <u>*Interlined with 24</u>	<u>Monday – Friday</u> <u>7:10 AM – 6:50 PM</u>	<u>0.5</u>	<u>M-F: 60 min.</u>
<u>46 Feather River</u> <u>Hospital-Paradise</u>	<u>Monday – Friday</u> <u>9:41 AM – 5:28 PM</u>	<u>1 paratransit</u> <u>vehicle</u>	<u>M-F: three trips daily</u>

** Route 31 is through-routed with Route 30 and therefore does not require an extra vehicle.*

*** Routes 2, 3, 4 and 7 are all through-routed with each other at various times. Routes 8 and 9 are through-routed with each other.*

(e) Estimated Annual Fixed Route Vehicle Service Hours

Figure 5 provides an estimate of annual vehicle service hours for all B-Line fixed routes. Vehicle service hours are defined as all the time buses are in service during established hours and over established routes (from first pick-up to last drop-off), or as specifically authorized by BCAG. All time during which buses are not in service for the purpose of transporting passengers, including but not limited to platform time, driving buses to or from Contractor facilities for any reason (maintenance, fueling, driver relief, etc.) and all

other vehicle operations for purposes other than passenger transportation, do not constitute vehicle service hours.

Figure 5: Estimated Annual Fixed Route Vehicle Service Hours

Route	Estimated Annual Vehicle Service Hours
Intercity Routes	
20 Chico – Oroville	7,332
30 Oroville – Gridley – Biggs	1,646
31 Paradise – Oroville	474
32 Gridley – Chico	512
40 Paradise – Chico	5,100
41 Paradise Pines – Chico	4,540
Intercity Subtotal	19,604
Local Chico Routes	
2 Mangrove	4,415
3 & 4 Nord/East-First/East	9,546
5 E. 8 th Street	5,242
7 Bruce/Manzanita	1,618
8 & 9 Nord – Warner/Oak	3,467
9C Warner/Oak (Non-Student Shuttle)	407
15 & 16 Park/MLK/Forest-Esplanade/SR 99	19,791
Local Chico Routes Subtotal	44,486
Local Paradise Route	
46 Feather River Hospital	345
Local Paradise Route Subtotal	345
Local Oroville Routes	
24 & 27 Thermalito & Las Plumas	2,970
25 & 26 Central Oroville & Kelly Ridge	2,880
Local Oroville Routes Subtotal	5,850
Total Estimated Fixed Route Annual Vehicle Service Hours	70,285

(f) Legal Holidays

Neither fixed route nor paratransit service shall be provided on the following six (6) legal holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

2.2 Extra Services

In addition to regular operations, the Contractor may from time to time, upon receiving specific instruction from BCAG, provide extra transportation services within the B-Line service area using B-Line vehicles, provided that such services are determined by BCAG to be in the public interest, do not interfere with regular B-Line operations, and are in compliance with applicable federal and state statutes.

Contractor shall be entitled to compensation for such services at the proposed rate per vehicle service hour for the year in which special services are provided. This provision shall not extend to services required of Contractor as described in Section 2.11. For special services, a vehicle service hour shall be defined as any hour, or portion of an hour, that a vehicle is available for service from the time it leaves the Contractor facilities until the time that the vehicle returns to the Contractor facilities (considered Gate-to-Gate). Said rate shall not be applied to the time required for vehicle pre-trip and post-trip inspections.

2.3 Personnel Requirements

The CONTRACTOR shall provide the following minimum supervisory staffing levels: (1) General Manager, (1) Operations Manager, (1) Safety and Training Manager, (1) Maintenance Manager, (2) Road Supervisors, (1) Dispatch Supervisor and (1) Office/Human Resources Manager. Additionally, the Contractor shall provide all other personnel necessary to responsibly operate B-Line as indicated by, but not limited to, the personnel included in the attached organizational chart.

For purposes of this AGREEMENT, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of the B-Line vehicle operations or related functions.

(a) Operations Management

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

General Manager

CONTRACTOR shall designate and provide the services of a General Manager, subject to the approval of BCAG, who shall provide overall management and supervision of B-Line public transit operations under the terms of this AGREEMENT.

The General Manager must have a minimum of five years experience in public transportation operations including at least three years management experience as a General Manager, Operations Manager or Safety Manager. 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 management experience. The General Manager, who shall be required to reside within Butte County, shall be approved by BCAG Staff and shall not perform other duties for CONTRACTOR without notification of, and consultation with, BCAG Staff.

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

CONTRACTOR shall assure BCAG that the General Manager designated for this project will not be replaced without the prior written consent of BCAG for a term of not less than 2 years. Should the services of the General Manager become no longer available to CONTRACTOR, the résumé and qualifications of the proposed replacement shall be submitted to BCAG for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent General Manager, unless CONTRACTOR is not provided with such notice by the departing employee. BCAG will respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance or rejection of the candidate for replacement General Manager. BCAG may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the General Manager or other employee pre-designated and identified to BCAG to act for the General Manager, shall be available either by phone or in person to make decisions regarding day-to-day B-Line 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.

Operations Manager

CONTRACTOR shall designate and provide the services of an Operations Manager, subject to the approval of BCAG, who shall provide management and supervision of B-Line public transit operations under the terms of this AGREEMENT.

The Operations Manager should have a minimum of 3 years of experience in public transportation operations including at least one year of experience as an Operations Manager. A bachelor's degree in a related field from a four-year college may substitute for two years of transportation experience.

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

(b) Transit Kiosk Operation.

BCAG has established a Transit Kiosk at the Downtown Chico Transit Center. CONTRACTOR shall staff and operate the Transit Kiosk as directed by BCAG. Operation shall consist of, but not be limited to the following activities; operating electronic equipment including cash register, selling of BCAG provided fare media, selling of fare media from other public agencies as well as other items as determined by BCAG, distributing printed materials to the public, and providing general customer service to the public. CONTRACTOR, in cooperation with BCAG, shall develop and keep current a detailed job description for Transit Kiosk Employee position, and submit to BCAG for approval. CONTRACTOR shall ensure that no persons, except CONTRACTOR personnel assigned to operate Transit Kiosk, CONTRACTOR drivers utilizing the breakroom accommodations and CONTRACTOR management, shall be allowed within kiosk, or in any other way affect Transit Kiosk operation.

(c) Employee Selection and Supervision

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform B-Line operations. CONTRACTOR 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 and criminal background checks, pre-employment drug screens and physicals 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, courteous, and professional manner at all times.

CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to BCAG approval, for all employees in safety sensitive positions including personnel engaged in the operation, servicing and control of B-Line vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration and by other federal or state agencies.

CONTRACTOR shall at all times comply, and shall require subcontractors to 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.

Nothing in this section shall be construed by either CONTRACTOR or BCAG to be in conflict with the language and intent of Section 46, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

(d) Training of Drivers and Operations Personnel

CONTRACTOR shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by BCAG. An outline of the training program, including periodic updates, shall be on file in the BCAG office. 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 (cadet) 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, accident/incident procedures, radio procedures, B-Line operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, driver fueling and maintenance responsibilities, 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 B-Line services.

All drivers shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by BCAG, and be licensed with a valid California Class B operator's license with appropriate endorsements or 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. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

CONTRACTOR shall prepare and furnish to BCAG 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 procedures 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, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, B-Line reservation procedures, and operating policies. Operations control personnel assigned to B-Line scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

(e) Driver Responsibilities

Drivers will, when requested by BCAG, hand out notices to passengers or otherwise render assistance with B-Line customer relations, promotions, marketing, monitoring and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes, tickets and coupons; and issue and collect transfers and other fare media, as determined by BCAG. Drivers will verify cash fares deposited in farebox, but will not handle money. Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by BCAG.

When requested, drivers of vehicles in Fixed-Route and Paratransit service will provide passenger assistance to persons who have disabilities, including boarding/alighting assistance. Drivers shall not, however, lift or carry passengers. In addition, drivers of vehicles in Paratransit service will provide assistance to persons with disabilities in loading and unloading of small packages.

Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local public telephone system time.

(f) 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 BCAG's advance approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

(g) Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers and operations personnel, and BCAG'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 BCAG with copies of annual 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 BCAG.

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

CONTRACTOR shall require all drivers, control room personnel, and supervisors to participate in the safety program.

CONTRACTOR shall require all drivers, dispatchers, road supervisors, safety personnel, operations supervisors, utility employees and maintenance personnel to have current valid Class "B" California Drivers licenses.

(h) Road Supervision

CONTRACTOR shall provide a minimum of two road supervisors as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events.

(i) Accident, Incident and Complaint Procedures

CONTRACTOR shall develop, implement and maintain formal procedures, subject to BCAG review and approval, to respond to emergencies and routine problems that from time to time occur in the course of providing transit service. 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 Paratransit buses operating more than fifteen minutes behind scheduled reservation times.

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

BCAG shall be notified by CONTRACTOR of all accidents involving B-Line vehicles by phone or email within 30 minutes of occurrence and in writing within 4 hours. In cases involving injury, CONTRACTOR shall notify BCAG DESIGNATED REPRESENTATIVES immediately upon receipt by CONTRACTOR of such information.

CONTRACTOR is requested, but shall not be required, to have vehicle operators report public safety incidents observed by them to the dispatcher, who in turn, is requested to refer all such incidents to the proper authorities. Such observed incidents include, but are not limited to: fires, criminal acts, suspicious circumstances, public right-of-way obstructions, natural disasters, and the like. Beyond reporting such incidents, neither the contractor nor any of its employees shall have any responsibility of any kind or character to act further with respect to them.

CONTRACTOR and BCAG staff shall log all complaints or commendations in an agreed upon electronic format. CONTRACTOR shall ensure all logged complaints are responded to, in accordance with the mutually agreed upon parameters, in writing and shall include the following elements: complaint validity, investigation status and initials of

the supervisor performing the investigation and action taken based upon the completed investigation.

(j) Vehicle Control and Scheduling

CONTRACTOR shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

CONTRACTOR shall utilize Trapeze Pass scheduling software to schedule and transport passengers using B-Line Paratransit service. The software must be capable of accommodating both advance reservations and "real time" requests for immediate service. The scheduling method shall integrate all demand for service into efficient vehicle tours that maximize productivity and assure service quality at levels prescribed in this Scope of Work. CONTRACTOR shall schedule and dispatch trips in accordance with the Americans with Disabilities Act required operating standards for Complementary Paratransit Service.

CONTRACTOR shall utilize Mentor Streets scheduling software for all fixed route services. CONTRACTOR shall provide, at a minimum, two persons to be trained in the development, building and production of all data for effective routing within the Streets program. CONTRACTOR shall be responsible for all data input for the Streets program unless otherwise directed by BCAG.

2.5 Facilities and Equipment

(a) Maintenance and Operations Facilities

CONTRACTOR shall be required to secure an operations and maintenance facility sufficient to enable CONTRACTOR to effectively manage and operate the B-Line. All out-of-service vehicles and night storage shall be within a security fenced and locked facility.

The facility shall have at a minimum:

- A level paved or concrete shop floor capable of withstanding the weight of buses including buses raised on a set of "SEFAC" portable hoists.
- A compressed air supply.
- Tire changing equipment or a proposed tire changing Contractor capable of immediate response.
- Battery maintenance equipment.
- Computerized record keeping and reporting system preferably using Excel and Word, or compatible software.
- Lubrication equipment.
- All tools and equipment necessary to perform the preventive maintenance inspection activities required in the Agreements.
- All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs including removal and replacement of large diesel engines and transmissions from buses.
- Facilities and equipment necessary to clean the buses properly and to dispose of all agents and run-off used during cleaning.
- A security-fenced, lighted area for overnight bus parking, with adequate space for all vehicles.

- A roof high enough to allow vehicles to be hoisted off the ground a minimum of six feet (6') for service and inspection.
- Ventilation system that will allow servicing of vehicles with engines running in an enclosed area.
- Adequate space for administrative staff workspaces, dispatching/information personnel, IT equipment and servers, and training and safety meetings.
- Shop and offices are to be air conditioned and heated.
- Proposed building must meet all City of Chico, state, and/or federal requirements for zoning, permits, waste disposal, hazardous materials storage, fire protection, radio tower location, parking for employees, etc.
- A dispatching system for demand response service that assures prompt, timely service, minimizes oversights, and allows for efficient vehicle use.
- A maintenance information system that provides all information required for the Federal Transportation Administration National Transit Database Reports.
- A phone system with sufficient capacity to receive requests for service and information from the general public, and a separate line(s) for office and administrative use. The phone systems must be able to track and report, at a minimum, daily call history to show incoming calls, calls on hold, dropped calls and or abandoned calls and average hold times. The system should also prevent users from receiving busy signals or receiving automatic messages placing callers on "hold".
- Offices for dispatching and management functions.

(b) Vehicle Specifications and Condition.

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in **EXHIBIT C - BCAG VEHICLES; EQUIPMENT**, and that each and every item has been received in good working condition. In the event that BCAG provides CONTRACTOR with additional buses and/or equipment at future times, this EXHIBIT shall be amended in the manner provided herein above for amendments to this AGREEMENT and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery to CONTRACTOR. Upon termination of this agreement, Contractor shall return all vehicles to BCAG ready to use, with no deferred maintenance or damage, less reasonable wear and tear. All paint and any damage to vehicles shall be repaired prior to returning to BCAG. Contractor shall, at its sole expense, repair or replace any equipment used for B-Line services that may be damaged or lost by reason of vandalism, theft or other causes.

In the event BCAG determines that vehicles require painting and/or interior or exterior repair, BCAG shall notify Contractor in writing of items to be repaired. Should items noted not be corrected by Contractor, BCAG reserves the right to affect needed repairs and deduct the cost from CONTRACTOR's payment.

(c) Communications System & Paratransit Dispatch.

All vehicles used in the operation of transit services shall be equipped with two-way radios and Mobile Data Terminals (MDT) that permit communication with CONTRACTOR's dispatchers.

CONTRACTOR shall be responsible for the staffing of a reservations and dispatch center. Reservations staff for paratransit service will be available between 7:30 AM and 5:00 PM Monday through Sunday. Dispatchers will be available to maintain radio communication with service vehicles during **all** service hours. Dispatch center staff will be responsible to book and schedule trips, and process cancellations for paratransit

users. Dispatch center staff may also double as customer service representatives and answer questions regarding B-Line Paratransit services.

CONTRACTOR shall develop and implement a trip booking and scheduling process that accommodates both advance bookings up to seven (7) working days in advance and reservations made by close of business the day prior to the trip request. To ensure passenger flexibility, CONTRACTOR shall also provide same day trip requests (less than close of business prior day), but only if space and time are available. The assignment of all trip requests will be confirmed with the passenger at the time of booking. This will require a trip assignment process that facilitates trip scheduling/assignment at the time the request is made.

CONTRACTOR shall provide telephone lines solely to respond to incoming calls from B-Line patrons for the purposes of requesting service information and Paratransit service or reservations. These phone lines shall be exclusively dedicated to the B-Line reservation and information system.

The phone systems must be able to track and report, at a minimum, daily call history to show incoming calls; calls on hold; dropped calls and or abandoned calls and average hold times. CONTRACTOR shall advise BCAG if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of busy signals and hold times. CONTRACTOR shall monitor and evaluate call volume daily and submit associated call tracking reports to BCAG monthly. Should call volume exceed current telephone system capacity, CONTRACTOR shall be responsible for the installation of additional telephone lines as required to meet system needs.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from deaf or Spanish speaking patrons of B-Line. CONTRACTOR may provide TDD equipment for communications with deaf patrons, or use the California Relay Service for communication with deaf patrons.

2.6 Maintenance and Fueling

CONTRACTOR shall be responsible for all maintenance of vehicles and spares used in revenue service, and also, maintenance of other relevant equipment (e.g. fareboxes, wheelchair lifts, air conditioning systems, communications systems and dispatching servers and software) to provide clean, attractive, safe and proper working conditions, free from damage and malfunction at all times and fully in accord with any manufacturer-recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute. In this regard, CONTRACTOR shall provide all lubricants, solvents, paints, repairs, parts, supplies, maintenance tools and equipment, service facilities and such other components, facilities and services which may be required to fulfill its maintenance responsibilities.

BCAG shall provide certain major components required for the maintenance and upkeep of the B-Line fleet, these parts or components may include, but are not necessarily limited to; engines, transmissions, differentials etc.

In addition, BCAG will provide all fuel and fueling related items, cards and account management, for the efficient and effective provision of service. Fuel will be supplied for the B-Line fleet only; CONTRACTOR is responsible for fueling of all support vehicles (driver shuttles, supervisor vehicles and maintenance vehicles).

BCAG operates CNG-powered vehicles in B-Line service. CONTRACTOR shall provide all needed equipment to maintain and repair CNG-powered vehicles, including those

with “trolley” type bodies. Maintenance personnel shall be trained specifically on CNG engines, and continuing education programs shall be provided to update and increase maintenance personnel knowledge. CONTRACTOR shall provide documentation of staff training for CNG vehicles.

(a) Maintenance Management

CONTRACTOR shall provide the services of a qualified full-time Maintenance Manager, subject to the approval of BCAG. The Maintenance Manager shall have a minimum of three (3) years demonstrated journeyman level experience with one year of Supervisory experience preferred. The Maintenance Manager shall report directly to the General Manager.

The Maintenance Manager shall have experience with large and small bus diesel engines, CNG engines and CNG fueling facilities, preventive maintenance programs, air conditioning systems, and wheelchair lifts, as well as experience in directing the work of other maintenance personnel. The Maintenance Manager shall be ASE certified and have documented current training, as appropriate for transit vehicles with diesel and CNG engines, various transmissions, electrical systems, wheelchair lift systems, GFI fareboxes, etc.

The Maintenance Manager shall be approved by BCAG Staff and shall not perform other duties for CONTRACTOR without notification of, and consultation with, Butte County Staff. Should the services of the Maintenance Manager no longer be available to Contractor, the resume and qualifications of the proposed replacement shall be submitted to BCAG for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Maintenance Manager, unless Contractor is not provided with such notice by the departing employee. BCAG shall respond to Contractor within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Manager.

(b) Daily Vehicle Inspection and Servicing

CONTRACTOR shall perform daily vehicle servicing on all B-Line vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to: fueling; engine oil and coolant 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; verification of on-board security camera and Mobile Data Terminal functionality and driver’s report of vehicle safety, reliability, or performance defects. CONTRACTOR shall develop, implement and maintain a written checklist, which shall be subject to BCAG approval, of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for BCAG and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver’s pre-trip safety inspections.

(c) Vehicle Cleaning

CONTRACTOR shall maintain B-Line vehicles in a clean and neat condition at all times. A bus cleaning and washing log shall be maintained for BCAG inspection.

1. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day.
2. Vehicles shall be swept and dusted daily.
3. Interior panels, windows, and upholstery shall be cleaned of marks as necessary.

4. 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.
5. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process.
6. Ceilings and walls shall be thoroughly cleaned at least monthly.
7. Any damage to seat upholstery shall be repaired immediately upon discovery.

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.

Exteriors of all B-Line vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than **once per week**.

1. Exterior washing shall include bus body, all windows and wheels.
2. 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.
3. Any and all paint scrapes and scratches shall be repaired immediately. In the event any paint or exterior surface is stained or discolored, CONTRACTOR shall re-paint affected areas.

(d) Fueling

BCAG shall pay for gasoline, diesel, and CNG fuel for all vehicles. CONTRACTOR shall assume responsibility for fueling vehicles at locations as designated by BCAG.

CONTRACTOR and all of its employees shall adhere to any and all accounting, administrative and operating procedures required by BCAG in connection with all fueling operations. CONTRACTOR shall be responsible for any and all clean-up charges for fuel spilled by CONTRACTOR's personnel while fueling B-Line vehicles.

(e) Preventive Maintenance.

Preventive maintenance shall receive first priority in use of CONTRACTOR's maintenance resources. Preventive maintenance shall include scheduled inspections, lubrication and oil change, repair of minor defects, engine oil analysis and related activities resulting from normal service. CONTRACTOR shall document and submit a preventive maintenance plan for review and approval by BCAG within thirty (30) days of the effective date of the start of this Contract. All maintenance procedures must comply with or exceed manufacturer's requirements.

2.7 Bus Stops

CONTRACTOR may be required to perform the cleanup at B-Line bus stops. There are approximately 500 locations where bus stops are located. CONTRACTOR may be requested to provide personnel to clean benches, shelters (including minor repairs and graffiti removal), pick up litter, and provide weed control, where necessary, on a bimonthly (twice a month) basis. BCAG reserves the right to add or delete stops without further compensation to contractor for services. CONTRACTOR shall also paint bus stop curbs red, if necessary.

2.8 Bus Stop Signage

B-Line has over 500 bus stop locations within its service area. At each of these stops, there is a bus stop sign and schedule holder providing route information. CONTRACTOR shall provide personnel to install bus stop signage and/or repair and maintain the signs in good working condition.

2.9 Reports, Records and Surveys

(a) Financial Records

CONTRACTOR shall establish and maintain all expenditures and any other relevant financial records or documents within a separate account. CONTRACTOR shall submit invoices to BCAG by 4 p.m. on the tenth (10) day of each month for services rendered during the reporting period. Invoices shall be prepared in such a form and supported by such documentation as may be required by BCAG to establish that the amounts are allowable. This means that invoices must list actual hours of operation for each service type and multiply this by the agreed upon hourly rate(s). Invoices must be accompanied by monthly reports (as defined in Section 2.9e below) and a copy of the record of fares collected and deposited. Payment to the Contractor shall be made within thirty (30) days after receipt of an acceptable invoice. All invoices shall be addressed as follows:

Mr. Robin Van Valkenburgh, Senior Planner
Butte County Association of Governments
2580 Sierra Sunrise Terrace, Suite 100
Chico, CA 95928

All invoices, supporting documents, and other financial records relevant to this contract shall be subject to inspection and audit by representatives of BCAG, the United States Department of Transportation (DOT), and Controller General of the United States.

(b) Vehicle Maintenance and Accident Reports

CONTRACTOR shall maintain all vehicle maintenance records required under the laws of the State of California. These records will include but not be limited to the following:

- Copies of work orders for all vehicle maintenance activities;
- Preventive Maintenance Schedule report copies, retained in file for a three (3) year period;
- Originals of a Pre-trip Inspection/Defect reports for each vehicle. Reports containing negative driver notations shall be retained for a minimum of thirty (30) days; reports indicating a vehicle defect shall become a permanent part of the vehicle file.
- Reports of all road call maintenance shall be retained as a permanent part of the vehicle file.

(c) FTA Accident Incident Reports

The FTA requires that all transit agencies report on accidents. CONTRACTOR shall be required to provide BCAG with the data that is required to complete this report. CONTRACTOR shall also provide BCAG with the data required to submit FTA mandated quarterly reports. The reports and required data include:

- The Major Incident Report that provides detailed information regarding the most severe incidents occurring in the service area. Both safety and security occurrences are reported on this Report. Detailed data, such as that available from an accident or police report, are used to complete the FTA Major Incident Report form. A Major Incident is an incident that involves one or more of the

following: a fatality, a major injury – immediate medical attention required away from the scene for three or more persons, \$25,000 or more total incident damage, an evacuation due to life safety reasons, a collision at a grade crossing, or a main-line derailment. One report is completed for each incident meeting the criteria.

- An Other Safety Incident (one reportable on the FTA Summary Safety Report form) is an incident that involves one or more of the following:
 - Immediate medical attention required away from the scene for one or two persons
 - Total incident damage greater than \$5,000 but less than \$25,000
 - A fire not reported on the Major Incident Report (there is no dollar threshold for fires)

(d) Reporting Requirement

CONTRACTOR will provide BCAG with appropriate FTA Major Incident and Other Safety Incident Reports, as well as all other reports, on a monthly basis. In addition, the Contractor shall immediately inform BCAG of any incident involving one or more fatalities, or two or more people injured or transported to a medical facility.

(e) Passenger and Service Operation Records

On a monthly basis, CONTRACTOR shall submit a report to BCAG that provides a summary of the services that were provided in the preceding month. This report shall be due by 4 p.m. on the tenth (10) day of the month. The Monthly Report will include the following information **separately for each type of service (urban and rural operations) and of the two services** (fixed route, paratransit):

- Number of total and revenue service miles (vehicle service miles) and total and revenue service hours (vehicle service hours), summarized separately for each day of operation, and totaled.
- Number of passenger boardings by fare type and route for each day of service, summarized separately each day of operation, and totaled.
- Operating costs including a breakdown of operations, vehicle maintenance and administration.
- Total number of missed trips or missed runs.
- Fare Revenues collected and deposited.
- Number of Full Time Employee Equivalents (FTEs).
- Listing of all vehicle breakdowns and road calls occurring in service, with a description of the cause and corrective actions taken.
- Listing of all preventive maintenance inspections (PMI) performed by vehicle number, including mileage at previous PMI and current PMI.
- Listing of all scheduled trips (or portions thereof) missed, with detailed explanations for the missed trip(s).
- Listing of all passenger complaints with action taken.
- Call Center Report including; average hold time, number of dropped or abandoned calls, total number of incoming calls, etc.
- Far Northern Regional Center Paratransit Master List.
- Far Northern Regional Center paratransit ridership information listing ridership for each service area (zone) individually and in total.
- Total number of paratransit service denials, summarized separately for each community (Chico, Oroville, Paradise) and for each day of operation.
- Total number of paratransit “no shows,” summarized separately for each community (Chico, Oroville, Paradise) and for each day of operation.

- Transit Kiosk sales report for fare media sales.

In addition, BCAG will occasionally require CONTRACTOR or contractor representatives to board the vehicles to record passenger activity (on-off counts) and schedule adherence at each stop, as well as distribute and collect on-board passenger surveys. CONTRACTOR shall be solely responsible for all costs associated with any on-board surveys, passenger activity or ridership information data collection. This data will be critical for BCAG's planning activities as well as for developing FTA National Transit Database reports.

All of the above reporting requirements as well as all annual reporting requirements are specified in the document REPORTING REQUIREMENTS TO BCAG, included here as Attachment B.

2.10 Fares; Fare Collection

BCAG shall establish all fares of any kind or character to be paid by B-Line patrons. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by BCAG in each vehicle. CONTRACTOR will collect or otherwise process in the manner directed by BCAG all non-cash fares (vouchers, transfers, passes and like). All fares collected are the sole property of BCAG.

CONTRACTOR shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity on each vehicle, route and service mode. All fare accounting shall be in accordance with procedures developed by BCAG and the CONTRACTOR.

Once a week, or more frequently, CONTRACTOR shall deposit fare revenue at a banking institution as directed by BCAG. Detailed reports on the revenues collected, reconciled, and deposited shall be submitted to BCAG on a weekly basis. BCAG reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

2.11 System Promotion

CONTRACTOR shall not be responsible to undertake or fund any advertising or promotional activities on behalf of BCAG. CONTRACTOR shall, however, cooperate with BCAG in any such activities initiated by BCAG by making available needed equipment and personnel at no cost or expense to BCAG. CONTRACTOR also shall dispense BCAG information and publications, respond to patron requests for information, provide information to community agencies and groups, and do all other things to assist and support BCAG's advertising and public information efforts.

2.12 System Recommendations

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

2.13 CNG Maintenance and Responsibilities

(a) CONTRACTOR shall be responsible for daily operations of the CNG fueling stations including the fueling of buses, vans, service trucks and cars. CONTRACTOR shall be fully trained and monitored in the safe use procedures of the equipment including:

- Safe dispensing of fuel to ensure daily pull-out and assistance to other users
- Fuel dispensing termination when appropriate
- Avoiding over pressurization
- Fueling station emergency procedures
- Location and operation of emergency shutdown devices
- Power isolation points
- Notification of Fire Department when appropriate
- Understand the controller alarm messages
- Understand station settings
- Be able to communicate with maintenance technician to determine default condition and proper startup sequencing.

Section 3 – Service Quality Standards

In an effort to ensure that the CONTRACTOR provides BCAG with acceptably high quality service throughout the contract period, BCAG has established a set of minimum standards that the CONTRACTOR will be expected to meet. Should the CONTRACTOR's performance fall below established standards on any of these measures, BCAG may, at its sole discretion, implement or discontinue all or part of the program of incentives and/or assessments described in the table below. Failure of CONTRACTOR to submit all monthly invoices on-time, by 4 p.m. on the tenth day of the month, or the next business day if said day falls on a weekend or on a national holiday, will result in a rescinding of any incentives earned for the month of service in question; all penalties will continued to be incurred. Any incentive or assessment levied will be either added to, or deducted from, the monthly invoice by BCAG, upon notification of CONTRACTOR.

The intent of the Program's standards is to clearly communicate BCAG's expectations to the CONTRACTOR. The program of assessments is designed to fairly compensate BCAG when the CONTRACTOR fails to provide service meeting minimum expectations. The incentives program is designed to reward the CONTRACTOR for delivering performance, which demonstrates a commendable level of effort, care or skill. The incentives program is also intended to provide motivation for continuing improvement in the CONTRACTOR's service delivery if identified problems have been corrected.

The financial structure of the assessments and incentives program will remain unchanged throughout the remainder of the Contract; however, the standards which define acceptable limits are subject to annual revision by mutual consent of BCAG and CONTRACTOR.

Vehicles and Maintenance

1. Miles between road calls which cause delays in excess of 10 minutes shall not fall below 12,000 in-service miles for Butte Regional Transit Services. A road call is defined as any occasion when the Maintenance staff is required to respond to a call for service on a vehicle which is in revenue service, or any occasion that unnecessarily involves Maintenance staff to respond to a non-mechanical road call, that significantly delays or terminates a scheduled run. BCAG will exempt road calls caused by mechanical failures, manufacturer defects or warranty items.

2. Wheelchair Lift Failures. Wheelchair lifts shall be cycled once each day prior to in-service use. Lift failures shall be reported to dispatch and reported to BCAG in the Monthly Management Report. Lift failures shall not delay a passenger's trip more than one hour. Manual operation of the lift is considered a failure.

3. Safety Inspection Reports. Contractor must achieve a satisfactory rating in all categories of annual California Highway Patrol (CHP) compliance report or spot check.

On-Time Performance

1. On-Time Departures. It is the goal of BCAG that buses shall depart no more than 5 minutes late from any scheduled stop or Dial-a-Ride or ADA paratransit pick up window time and shall not leave any point prior to the scheduled departure time.

The CONTRACTOR shall strive to see that a minimum of 95% of all departures from published or scheduled Fixed Route time points meet this criteria.

The CONTRACTOR shall strive to see that a minimum of 92% of all scheduled Paratransit trips be performed within the on-time performance window. Periods to be exempted from monitoring will be negotiated between BCAG and the CONTRACTOR.

2. Operating Ahead of Schedule (HOT) - Fixed Route Services. No bus shall leave any time prior to its scheduled departure time

3. Missed Trips. The CONTRACTOR shall, at a minimum, complete 100% of all scheduled trips. In the event of an in-service breakdown, driver's absence or other related problem, the CONTRACTOR shall provide adequate means to dispatch vehicles in such a fashion as not to miss subsequently scheduled trips.

Any fixed route trip operating 20 minutes or more behind the scheduled time, at the last time point of a loop or round trip, shall be considered a *Missed Trip*.

Any fixed route trip which fails to arrive at the first scheduled pick-up at, or prior to, the scheduled arrival time will be considered a *Missed Trip*.

Any demand response vehicle that is more than 30 minutes late for a pickup, beyond the pickup window, shall be considered a *Missed Trip*.

CONTRACTOR shall not fail to pick up any passenger once a pickup time has been scheduled for them (unless it is the fault of the rider). Failure to pick up a passenger with an agreed upon scheduled trip will be considered a *Missed Trip*.

Productivity

1. Urban Paratransit Productivity shall not fall below an average of 2.6 passenger trips per service hour (PPH) per month. Productivity of 2.6 PPH or less will result in an assessment of \$100. The minimum desired Urban Paratransit Productivity is 2.8 passenger trips per service hour per month. Productivity above 3.1 PPH will result in an incentive of \$250.

Rural Paratransit Productivity shall not fall below 2.8 passenger trips per service hour (PPH) per month. Productivity of 2.8 PPH or less will

result in an assessment of \$100. The desired Rural Paratransit Productivity is 3.0 passenger trips per service hour per month. Productivity above 3.2 PPH will result in an incentive of \$250.

2. Americans with Disabilities Act (ADA) Paratransit Denials. The expectation of BCAG is to have zero ADA denials.
3. Subscription Rate for either, Urban or Rural Paratransit, shall not **exceed 50%** of any service hour.

Reporting Requirements

1. Monthly Management Reports shall be provided in accordance with this Scope of Work. All monthly reports and operating statistics from the CONTRACTOR shall be checked for accuracy before they are presented to BCAG. Failure to submit required Monthly Reports on time will result in the forfeiture of any incentives which may be earned by the CONTRACTOR for the month being submitted.
2. Accident & Incident Reporting. In addition to the reports mentioned in Section 2.9(e) above, CONTRACTOR shall develop, implement and maintain procedures to respond to emergencies and routine problems which from time to time occur in the course of providing transit service. BCAG will be immediately notified, whenever practical, any time an emergency situation occurs. Such occurrences to be addressed include; passenger disturbances, passenger injuries and vehicle accidents. CONTRACTOR shall interview the driver involved to ensure the clarity, accuracy and comprehensiveness of the report. The CONTRACTOR shall provide copies of all incident and accident reports to BCAG within twenty-four (24) hours of the occurrence.

Accidents

1. Accident Frequency Rate (AFR) of Preventable Accidents (Systemwide). A Preventable Accident is considered any incident or accident which causes physical and financial damage to a BCAG vehicle. The total vehicle miles between preventable accidents shall be greater than 1:80,000 miles. This shall be calculated by totaling the reported number of preventable accidents (fixed route and paratransit), as indicated on the monthly summary report, then dividing that number into the Total Miles of the combined services (fixed route and paratransit). A monthly AFR of 1:70,000 miles or less will result in an assessment of \$500 per month. A monthly AFR of greater than 1:100,000 miles will result in an incentive of \$500 per month. This standard shall be measured monthly.

Customer Service

1. Valid Complaints (Systemwide). The total number of valid, non-mechanical complaints shall not exceed 10 per month.
2. Call Hold Times; Dropped/Abandoned calls. Average call hold times shall not exceed five (5) minutes measured daily and less than 2% of calls weekly shall be dropped/abandoned.

Exhibit D

Incentive/Assessment Data Sheet

Definition	Penalty	Standard	Bonus	Bonus (Assessment) Amount
On-Time Performance Fixed Route-within 5 min.	Less than 90%- \$250/month	95%	Above 98%- \$250/month	\$
On-Time Performance Paratransit - within 15 min	Less than 90%- \$250/month	92%	Above 96%- \$250/month	\$
Lift Maintenance	Any infraction- \$25/bus/day	No infraction	N/A	\$
Urban Fixed Route Productivity (PPH)	< 18.2 (PPH)- \$50/month	20.5 (PPH)	>22.5 (PPH)- \$250/month	\$
Rural Fixed Route Productivity (PPH)	< 12 (PPH)- \$50/month	13 (PPH)	> 16.3 (PPH)- \$250/month	\$
Urban Paratransit Productivity (PPH)	< 2.6 (PPH)- \$100/month	2.8 (PPH)	3.1 (PPH)- \$250/month	\$
Rural Paratransit Productivity (PPH)	<2.8 (PPH)- \$100/month	3.0 (PPH)	>3.2 (PPH)- \$250/month	\$
Passenger Complaints (VALID)-Monthly Volume	10+/month- \$50/month	No More than 10/month	Less than 4/month- \$100/month	\$
Passenger Complaints-Responsiveness	<100% Response Completion- \$100/month	100% Response Completion	N/A	\$
Vehicle Condition-Cleanliness	Failure to meet standard- \$25/occurrence	100%	N/A	\$
Total Vehicle Miles Between Road calls	Less than 12,000 total miles- \$0.01/VSM	12,000-15,000 miles 0	More than 15,001 total miles- \$0.01/VSM	\$
Accident Frequency Rate (AFR)	<1:70,000 Total miles - \$500/month	1:80,000 Total miles	>1:100,000 Total Miles- \$500/month	\$
Missed trips	One missed trip/month- \$100/occurrence	Zero/missed trips/month	N/A	\$
Bonus (Assessment) Due for Month				\$ -



April 5, 2017

Transdev North America, Inc.
Attn: Mr. Ron Bushman
1770 Research Park Way, Suite 115
North Logan, Utah 84341

Re: Butte Regional Transit Contract Extension – 2-Year Term (July 1, 2017 – June 30, 2019)

Dear Ron,

Thank you for your proposed submission for the Extension of the current Agreement for the Management and Operation of Butte Regional Transit. **On March 23, 2017, BCAG Staff and Board of Directors approved the Consent to extend the current Butte Regional Transit Contract for the 2-Year term (July 1, 2017 – June 30, 2019).** BCAG staff has truly appreciated the efforts and commitment of Transdev over the course of the current contract term and we look forward to furthering our partnership.

As we have discussed previously, BCAG Staff proposed to combine the two (1) year option terms available in the current contract into one (2) year term. This is designed to provide operational and fiscal stability for BCAG and its member jurisdictions going forward.

Current contract language provides for an annual rate increase of no greater than prior year Consumer Price Index (CPI) for All Urban Consumers: U.S. City Average All Items (CPI-U) for the most recently concluded calendar year. Based on Transdev’s proposal letter for the Contract Extension, BCAG and its Board of Directors approved the CPI-U of 2.1% for each Fiscal Year (FY2017-18 & FY2018-19). The increase in the Fixed Hourly Rate for the term of this extension is as follows:

TYPE OF SERVICE	CURRENT RATE	FY2017-18	FY2018-19
Urban & Rural Fixed Route Service	\$58.62	\$59.85	\$61.11
Urban & Rural Paratransit Service	\$58.62	\$59.85	\$61.11
Special Service	\$67.16	\$67.16	\$67.16

NOTE: The CPI-U will not apply to the current Monthly Vehicle Liability Insurance costs during the term of the extension.

Additionally, BCAG has included updates to the Scope of Work to reflect the growth and modifications made to the B-Line system during the term of the current contract.

We sincerely look forward to the continuance of our partnership. Should you have any questions please feel free to contact me via email at: mrosson@bcag.org.

Sincerely,

Michael Rosson, BCAG-Transit Manager



**Extension Agreement
For the Management and Operation of
Butte Regional Transit (B-Line)**

July 2017 – June 2019

Prepared by:



**Butte County Association of Governments
326 Huss Drive, Suite 150
Chico, CA 95928
(530) 809-4616**



BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

Agreement for the Management and Operation of Butte Regional Transit (B-Line)

TABLE OF CONTENTS

1. Purpose
2. Term of Agreement
3. Scope of Work
4. Maximum Obligation
5. Price Formula
6. Extra Services
7. General and Vehicle Insurance
8. Indemnification
9. Invoices
10. Payment
11. Operating Revenues
12. Control
13. Contract Assignment
14. Disputes
15. Termination for Default
16. Termination for Convenience
17. Remedies on Breach
18. Rights Upon Termination or Expiration and Waiver of Claims
19. Changes
20. Modification of Agreement
21. Notices
22. Proprietary Rights
23. Force Majeure
24. Information and Documents
25. Emergency Procedures
26. Audit and Inspection
27. Transfer of Title to Equipment
28. Transportation Data Reporting
29. Permits and Licenses
30. Non-Discrimination in Employment and Service
31. Labor Provisions
32. Transit Employee Protective Agreements
33. Access Requirements for Persons with Disabilities
34. Title VI Civil Rights Act of 1964
35. Disadvantaged Business Enterprise



36. Drug and Alcohol Testing
37. Charter Service Operations
38. School Bus Operations
39. Miscellaneous Provisions
40. Compliance with Federal, State and Local Laws
41. Program Fraud and False or Fraudulent Statements or Related Acts
42. Incorporation of Federal Transit Administration (FTA) Terms
43. Independent Contractor
44. Transition to Future Operator
45. Severability
46. Precedence of Contract Documents
47. Additional Terms

Exhibit A – Scope of Work

Exhibit B – Route Maps and Schedules

Exhibit C – BCAG Vehicles; Equipment

Exhibit D – Performance Incentive Program

Exhibit E – County of Butte EOC Transportation Services Purchase Agreement No. 0375

Exhibit F – Request For Proposal (RFP) **(Not Included)**

Exhibit G – Contractor Proposed Extension Request



BUTTE COUNTY ASSOCIATION OF GOVERNMENTS TRANSIT OPERATIONS AGREEMENT

This AGREEMENT is made this 10 day of April, 2017, by and between the BUTTE COUNTY ASSOCIATION OF GOVERNMENTS, hereinafter referred to as "BCAG" and Transdev North America, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CONTRACTOR submitted a proposed contract extension request dated March 10, 2017 in response to the request for extension price proposal to provide such services in the method and manner and for the costs set forth in the proposal, subsequent clarifications and the "best and final offer"; and,

WHEREAS, BCAG has determined that CONTRACTOR has the management and technical personnel, expertise and other useful assets of sufficient quantity and quality to provide BCAG's transportation services; and,

WHEREAS, the subject RFP is attached to this agreement as **Exhibit F** and CONTRACTOR's proposals are attached as **Exhibit G** and both are by this reference made a part of this agreement;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties, the parties do agree as follows:

1. PURPOSE OF AGREEMENT.

BCAG hereby contracts with CONTRACTOR to manage, operate and maintain specified transportation services upon the terms and conditions hereinafter set forth.

2. TERM OF AGREEMENT.

(a) **Extension Term:** Subject to the terms and conditions of this agreement, the term of this agreement shall be from July 1, 2017 through and including June 30, 2019.

PRICE: The Fixed Hourly Rate shall be arrived at upon the basis of negotiations and mutual agreement, but 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 the annual increase in the Consumer Price Index for All Urban Consumers: U.S. City Average All Items (CPI-U) for the most recently concluded calendar year, unless expressly approved otherwise by majority vote in both the Transit Administrative Oversight Committee (TAOC) and the BCAG Board of Directors.

3. SCOPE OF WORK.

CONTRACTOR shall provide the transportation services set forth in **Exhibit A** entitled "Scope of Work" attached and by this reference made a part of this agreement. Such services shall continue to be provided by CONTRACTOR until the "Scope of Work" is amended pursuant to the terms and conditions of this agreement. **Exhibit B** includes proposed Maps and Schedules of B-Line Services and **Exhibit C** is a listing of BCAG Vehicles and Equipment.



Notwithstanding the above, changes involving routes, schedules, bus stop locations, and so forth may be made at any time by BCAG without requiring the execution of a contract amendment. In the event the total vehicle service hours are increased or decreased by more than twenty percent (20%), BCAG or CONTRACTOR may request a rate renegotiation.

4. MAXIMUM OBLIGATION.

BCAG agrees to pay CONTRACTOR in consideration for its services as described herein. The maximum cost to be paid by BCAG to CONTRACTOR shall not exceed \$7,446,207 in Year One Extension and \$7,602,578 in Year Two Extension, based on the services specified in Exhibit A.

5. PRICE FORMULA.

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

(a) **Fixed Route and Paratransit:** Payment of a fixed hourly rate, per vehicle service hour of **\$59.85** in Year One Extension and **\$61.11** in Year Two Extension. A vehicle service hour is defined as one vehicle providing passenger service for one hour during the service hours specified herein on established schedules and routes or authorized detours therefrom, or during which B-Line vehicles are being operated in connection with BCAG-authorized extra services as provided herein, including such time as may be required to stop for the purposes of loading or unloading passengers and scheduled layovers between runs.

(b) Compensation for those items and services provided by BCAG and which are specified in Exhibit A shall not be included in the hourly rate as defined above. Such items and services include, but are not limited to fuel; radios; vehicles; all major vehicle components which are engines, transmissions, differentials, and design retrofits. Additionally, BCAG shall provide all marketing, tickets, passes, brochures, and related collateral service materials.

(c) BCAG agrees to reimburse CONTRACTOR for the actual costs incurred in providing all vehicle insurance required under this AGREEMENT, as such insurance is defined in Paragraph 7 of this agreement. CONTRACTOR will bill and BCAG will pay CONTRACTOR's actual monthly cost, without markup, for said insurance and this amount shall be in excess of the fixed hourly rate as defined herein. BCAG reserves the right, however, to alternatively secure all or part of the specified insurance coverage through other means.

(d) Upon addition, deletion or replacement of two or more vehicles, BCAG and CONTRACTOR shall meet and confer on each occasion for the purpose of adjusting the price formula to reflect the changed conditions of this agreement.

(e) Upon the removal of vehicles from the Fleet; for sale, disposal, or scrap, Contractor shall remove said vehicles from the following month insurance invoice.

(f) **Transit Kiosk Operation:** BCAG has established a Transit Kiosk at the Downtown Chico Transit Center. CONTRACTOR shall staff and operate Transit Kiosk as directed by BCAG. Operation shall consist of, but not be limited to the following activities; operating electronic equipment including cash register, selling of BCAG provided fare instruments, selling of fare



media from other public agencies as well as other items as determined by BCAG, distributing printed materials to the public, and providing general customer service to the public. CONTRACTOR, in cooperation with BCAG, shall develop and keep current a detailed job description for Transit Kiosk Employee position, and submit to BCAG for approval. CONTRACTOR shall ensure that no persons, except CONTRACTOR personnel assigned to operate Transit Kiosk, and CONTRACTOR management, shall be allowed within store, or in any other way affect Transit Store operation. Contractor shall staff the Transit Kiosk during the following business hours: 7:30 AM to 5:30 PM Monday through Friday.

BCAG agrees to reimburse CONTRACTOR for Transit Kiosk employee salaries and services in the annual amount of \$44,628 in Year 1 (\$3,719/mo), \$45,744 in Year 2 (\$3,812/mo), \$46,887 in Year 3 (\$3,907/mo), \$48,054 in Year 4 (\$4,005/mo) and \$49,261 in Year 5 (\$4,105/mo); payable in monthly payments, beginning July 1, 2012 through June 30, 2016. **In Year 5, the annual amount of \$49,261 will be included in the fixed hourly rate; per vehicle service hour.**

6. EXTRA SERVICES.

Special promotional, community and charter services shall be considered extra services and will be provided only with the authorization of BCAG and the mutual consent of the CONTRACTOR. Such services shall be defined as those non-permanent vehicle service hours operated outside of the services identified in **Exhibit A**.

The costs for extra services will be determined at a rate per vehicle service hour of **\$67.16** in Year One Extension and **\$67.16** in Year Two Extension. The CONTRACTOR will bill the costs for the extra services separately from the services specified in Exhibit A.

- a. A vehicle service hour, as noted in the above paragraph, is to be considered starting at the First pick-up and ending at the Last drop-off, less lunch breaks, for both fixed route and paratransit services.**

This clarification shall not, in any way, supersede or override any additional specific parameters or service hour descriptions indicated elsewhere within this contract or the Scope of Work.

7. INSURANCE.

(a) CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees, and subcontractors. All coverages shall apply to all transportation systems included in this contract. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless specifically approved by BCAG.



1. Statutory Worker's Compensation Liability and Employers Liability Insurance coverage in the amount of \$1,000,000. The insurer shall provide an endorsement waiving all rights of subrogation against BCAG, its officers, officials, agents, and employees for losses arising from work performed by the contractor for BCAG. The insurer shall also endorse the policy to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to BCAG. A certificate of insurance and required endorsements shall be provided to BCAG prior to the commencement of work under this contract.

2. Commercial General Liability Insurance coverage at least as broad as ISO Occurrence Form CG0001, in an amount not less than \$5,000,000 combined single limit per occurrence/aggregate for bodily injury, personal injury, and property damage.

3. Business Automobile Insurance coverage, at least as broad as ISO Form CA0001 (ED.1/87), in an amount not less than \$20,000,000 combined single limit per accident for bodily injury and property damage for the fixed/express route services. The coverage for demand response service shall be in an amount not less than \$5,000,000. No sublimit shall apply to passengers. Coverage may be provided through one or more policies and shall include uninsured motorists, medical payments, and collision and comprehensive physical damage coverage with no more than a Ten Thousand Dollar (\$10,000) deductible. CONTRACTOR shall be responsible for all deductibles. CONTRACTOR should provide alternate quotes for auto physical damage based on both actual cash value and replacement value of the vehicles.

In case of damage or destruction of any vehicle or vehicles provided by BCAG under the terms of this agreement, BCAG agrees that liability for said damage or destruction shall be the lesser of the cost of repair or the fair market value of the vehicle(s) at the time of the loss as determined by BCAG. In the event that addition, deletion, or acquisition of new vehicles changes the vehicle fleet, from the baseline of 66 total units, the compensation paid to the operator for the purposes of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiation to recover the documented actual premium cost under the insurance policy then in effect.

4. Fidelity Bond in the amount of \$100,000 which shall cover CONTRACTOR employees and which shall protect BCAG from employee theft with respect to any occurrence by CONTRACTOR's employees.

(b) CONTRACTOR shall furnish BCAG with certificates of insurance and original endorsements affecting coverage required by this contract. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the BCAG Transit Manager on behalf of BCAG before work commences.

The General Liability and Automobile Liability policies shall be endorsed to state:

BCAG, its officers, officials, agents, employees, and member agencies are to be covered as additional insureds as respects liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the operator, and with respect to liability arising out of the work and operations performed by or on behalf of CONTRACTOR.

(c) CONTRACTORs insurance coverage shall be primary insurance as respects BCAG, its officers, officials, agents, employees, volunteers and member agencies. Any insurance or self-insurance maintained by BCAG, its officers, officials, agents, employees, volunteers or member agencies shall be in excess of the CONTRACTORs insurance and shall not continue with it.



(d) CONTRACTORs insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party except after 30-days prior written notice has been given to BCAG.

8. INDEMNIFICATION.

Except as may otherwise be provided in this agreement, CONTRACTOR shall investigate, indemnify, defend, and hold harmless BCAG, its officers, agents, and employees against any and all claims, demands, losses, liabilities or damages of any kind or nature whether real or alleged which BCAG, its officers, agents, and employees may sustain or incur, or which may be imposed upon them arising from or caused by the negligence or willful misconduct of, or any act, neglect, default or omission of CONTRACTOR, its officers, agents, or employees in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of BCAG, its agents or employees. This paragraph shall survive the termination of this agreement or any extensions thereof.

9. INVOICES.

(a) All hourly costs shall be invoiced to BCAG monthly within ten (10) days following the service month provided. Said invoices shall specify the dates of service and the number of vehicle service hours claimed. Hourly costs shall be directly traceable by dispatcher and/or driver trip sheets and/or employee time cards, copies of which will be submitted to BCAG monthly with each invoice.

(b) CONTRACTOR's actual monthly cost for the provision of vehicle insurance under this agreement shall be invoiced monthly within ten (10) days following the service month provided. Copies of receipts, bills, etc. to support the invoiced amount shall be attached to the monthly invoice prior to payment.

(c) Any extra services provided under this agreement shall be invoiced separately following the provision of such services. Copies of all appropriate passenger and service logs shall be attached to each extra service invoice prior to payment.

10. PAYMENT.

All payments by BCAG to CONTRACTOR shall be made in arrears. Payment shall be made by BCAG no more than thirty (30) days from receipt of an invoice. Payment of invoices will be made on a monthly basis. If BCAG disputes any item on an invoice for a reasonable cause, BCAG 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 of the receipt of the invoice by BCAG. BCAG shall assign a sequential reference number to each such deletion. Payments shall be by check payable to and mailed first-class to:

**Veolia Transportation, Inc.
4157 Collection Center Drive
Chicago, Ill 60693**



11. OPERATING REVENUES.

All operating revenues collected by CONTRACTOR are the property of BCAG. Operating revenues include, but are not limited to, all fares and the proceeds from the sale of tickets and passes. Operating revenues shall be counted and kept separately under appropriate security. Within one (1) working day from collection, CONTRACTOR shall deposit fares at the Butte County Treasurer as directed by BCAG. Reports on the revenues collected and deposited shall be provided to BCAG on a timely basis. BCAG shall be provided with a written description of CONTRACTOR's procedures regarding the collection, counting, reconciliation and controlling of fare revenues. These procedures are subject to BCAG's approval.

12. CONTROL.

(a) The basic nature of the services to be rendered by CONTRACTOR under this agreement shall be subject to the control of BCAG. CONTRACTOR shall advise BCAG of matters of importance and make recommendations when appropriate; however, final authority shall rest with BCAG.

(b) BCAG shall not interfere with the management of CONTRACTOR's normal internal business affairs and the method and manner by which the services are provided and shall not directly discipline or terminate CONTRACTOR employees. BCAG may advise CONTRACTOR of the performance of any employee having a negative effect on the service being provided.

13. CONTRACT ASSIGNMENT.

This agreement shall not be sold, assigned, transferred, conveyed or encumbered by CONTRACTOR without the prior written consent of BCAG. CONTRACTOR shall not sell or otherwise transfer its interest in this agreement without prior written notification to BCAG. Upon receiving such notification from CONTRACTOR, BCAG may, at its sole discretion, decide to exercise its right to terminate this agreement. Subject to this provision, the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

14. DISPUTES.

(a) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BCAG and CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BCAG is located.

(b) The Federal Procurement Regulations shall be used where applicable to define, resolve, and settle procurement issues.



15. TERMINATION FOR DEFAULT.

All the terms, conditions, and covenants of this agreement are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, BCAG shall give CONTRACTOR ten (10) days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period or more than ten (10) days thereafter to remedy, or cure such breach or default, then BCAG without further notice, may terminate this agreement. In the event of termination of this agreement as hereinabove specified, BCAG shall have the right to take immediate possession of all equipment and facilities provided by BCAG to CONTRACTOR and of the facilities and equipment supplied by CONTRACTOR under the provisions of this agreement. In the event BCAG does take possession of CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by BCAG or the actual cost of the temporary use of said facilities and equipment.

16. TERMINATION FOR CONVENIENCE.

At any time, and without cause, BCAG shall have the right, in its sole discretion, to terminate this agreement by giving sixty (60) days written notice to CONTRACTOR. In the event of such termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of leases, contracts and orders connected with the terminated work and submit a termination claim to BCAG. If the parties are unable to agree on the amount of a termination settlement, BCAG shall pay the CONTRACTOR the following amounts:

- (a) Payment at the rate in effect at the time of termination for services rendered to the effective date of termination, and
- (b) The reasonable costs of settlement of the work terminated including the cost of termination of any leases, contracts or orders specifically applicable to the work terminated.

At its option, BCAG may direct the CONTRACTOR to assign the CONTRACTOR's rights to any leases, contracts or orders to BCAG, in which case, any rights so assigned shall not be included in CONTRACTOR's termination claim.

If termination occurs, all data, information and BCAG property shall be made available to BCAG without additional cost. In addition, this agreement may be terminated at any time without such notice upon mutual agreement between both parties.

17. REMEDIES ON BREACH.

It is agreed that in the event of failure by CONTRACTOR to perform the services required by this agreement, in addition to all other remedies, penalties and damages provided by law, BCAG may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to BCAG to provide such services.



18. RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS.

Upon expiration or earlier termination of this agreement, BCAG shall have the right to provide the services by means of its own employees or pursuant to contract with another carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against BCAG based upon BCAG's operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this agreement shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of BCAG.

19. CHANGES.

BCAG, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both BCAG and CONTRACTOR.

20. MODIFICATION OF AGREEMENT.

This writing constitutes the entire agreement between the parties relative to the subject matter of this agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements or conditions with respect to the subject matter of this agreement except those contained in this writing.

21. NOTICES.

All notices required to be given with respect to this agreement shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

**If to Contractor: Mr. Ron Bushman
1770 Research Park Way, Suite 115
North Logan, Utah 84341**

**If to BCAG: Mr. Michael Rosson, Transit Manager
Butte County Association of Governments
326 Huss Drive, Suite 150
Chico, CA 95928**



22. PROPRIETARY RIGHTS.

All inventions, improvements, discoveries, proprietary rights, copyrights and patents made by CONTRACTOR under this agreement shall be made available to BCAG with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to BCAG at no charge but shall be owned by CONTRACTOR and shall not be disclosed, or released by BCAG without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this agreement for specific use in BCAG's system shall become the property of BCAG. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by BCAG prior to release.

23. FORCE MAJEURE.

CONTRACTOR shall not be held responsible for losses, failure to perform, or excess costs caused by fully unforeseeable events beyond the control of CONTRACTOR. Such events may include, but are not restricted to, the following: acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or other civil disorders; or fuel shortages. In every case, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

24. INFORMATION AND DOCUMENTS.

All information, data, reports, records, maps, survey results as are existing, available, and necessary for carrying out the work under this agreement, shall be furnished to CONTRACTOR without charge by BCAG, and BCAG shall cooperate in every way possible in the carrying out of the work without undue delay.

25. EMERGENCY PROCEDURES.

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from BCAG is intact, CONTRACTOR shall follow instruction of BCAG. If the normal line of direct authority is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the Butte County Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within BCAG's service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal rate and payment method or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.



Note: Section 25 Emergency Procedures of the agreement for the Management and Operation of Butte Regional Transit (Agreement) between BCAG and CONTRACTOR shall be amended to include the current terms and conditions of the agreement titled, County of Butte Blanket Purchase Agreement (BPA) No. 0375 Emergency Operation Center (EOC) Transportation Services (BPA No. 0375) between the County of Butte and BCAG. Any discrepancy found between BPA No. 0375 and the Agreement between CONTRACTOR and BCAG signed and dated June 28, 2012, as amended, it is hereto agreed that the terms and conditions of BPA No. 0375 shall supersede "Section 25 – Emergency Procedures" of said Agreement. (Reference Exhibit E)

26. AUDIT AND INSPECTION.

CONTRACTOR shall permit the authorized representatives of BCAG, the U.S. Department of Transportation, the Comptroller General of the United States, the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this agreement. Further, CONTRACTOR agrees to maintain all required records for at least three years after BCAG makes final payments and all other pending matters are closed.

27. TRANSFER OF TITLE TO EQUIPMENT.

Equipment and supplies purchased by CONTRACTOR under this agreement as a direct charge expense shall become the property of BCAG upon the payment of the direct charge invoice. Equipment and supplies purchased by CONTRACTOR under this agreement within the defined scope of services may become the property of BCAG at BCAG's sole discretion upon termination of this agreement for any reason and BCAG's payment of the depreciated value of the items to CONTRACTOR. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this agreement. CONTRACTOR shall maintain a perpetual inventory of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review on or before August 31 of each year. CONTRACTOR shall be responsible for the replacement of any equipment and supplies purchased or provided, either by BCAG or CONTRACTOR, under this agreement that is lost or unreasonably destroyed while under the control of CONTRACTOR.

28. TRANSPORTATION DATA REPORTING.

CONTRACTOR shall report operating and financial data to BCAG in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

29. PERMITS AND LICENSES.

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement,



and shall provide copies of all such entitlements to BCAG when received by CONTRACTOR. In the event that any aspect of this agreement requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. BCAG reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and expense.

30. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

(a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or terminations; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of BCAG. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(b) CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

(c) CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any passenger or patron because of race, color, sex, age, or national origin or ancestry.

(d) CONTRACTOR shall promptly notify BCAG of any discrimination complaints. CONTRACTOR shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct the CONTRACTOR's discrimination in employment and/or service and shall fully save harmless and indemnify BCAG in this regard.

31. LABOR PROVISIONS.

In accordance with 40 U.S.C. 329 and 29 CFR Part 5, CONTRACTOR hereby certifies compliance with the following provisions related to the employment of mechanics and laborers.

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.



(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

(c) Withholding for Unpaid Wages and Liquidated Damages. DOT or the recipient shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

(d) Nonconstruction Grants. Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, of each such employee, social security number, correct classifications, hourly rates of wages paid; daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting Officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (a) through (e) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (a) through (e) of this paragraph.

32. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

(a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, 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. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.-Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. CONTRACTOR agrees to carry out that work in compliance with



the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternative provisions for these projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body Subrecipient for which work is performed on the underlying contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Amendment or Cooperative Agreement with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or part with Federal assistance provided by FTA.

33. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES.

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

34. TITLE VI CIVIL RIGHTS ACT OF 1964.

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(a) Compliance with Regulations. CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.



(b) Nondiscrimination. CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports. 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 BCAG or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, BCAG shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to 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. CONTRACTOR shall include the provisions of paragraph (a) through (f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as BCAG or the Federal Transit Administration may direct as a 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 direction, CONTRACTOR may request BCAG, and, in addition, CONTRACTOR may request the services of the Attorney General in such litigation to protect the interest of the United States.

35. DISADVANTAGED BUSINESS ENTERPRISE.

(a) It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(b) CONTRACTOR agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of



contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONTRACTOR and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR and its subcontractors shall not discriminate on the basis of race, creed, national origin, age or sex in the award and performance of federal-assisted contracts.

(c) CONTRACTOR shall cooperate fully with BCAG in meeting any of BCAG's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises. CONTRACTOR shall keep records of DBE participation in all activities carried out pursuant to this agreement, and shall report to BCAG all such participation and efforts made to encourage DBE participation as required by BCAG.

(d) CONTRACTOR shall incorporate the provisions of this paragraph in all applicable subcontracts.

36. DRUG AND ALCOHOL TESTING.

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or BCAG, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports to BCAG. To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

37. CHARTER SERVICE OPERATIONS.

CONTRACTOR agrees that while performing work in connection with this agreement it will not engage in charter service operations, except as permitted by 49 U.S.C. § 5352(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of this agreement.

38. SCHOOL BUS OPERATIONS.

CONTRACTOR agrees that neither it nor any subcontractor performing work in connection with this agreement will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this agreement.



39. MISCELLANEOUS PROVISIONS.

(a) Conservation. CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 RSC Section 6321 et seq.).

(b) Interest of Members of or Delegates to Congress. In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising therefrom.

(c) Conflict of Interest. No employee, officer, director or agent of BCAG shall participate in the selection, award or administration of this agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of BCAG shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

(d) Clean Water Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to BCAG and understands and agrees that BCAG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(e) Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR agrees to report each violation to BCAG and understands and agrees that BCAG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(f) Debarred Bidders. The CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform BCAG whether or not it is or has been on any debarred bidders list maintained by the United States Government. Should the CONTRACTOR be included on such a list during the performance of this project, it shall so inform BCAG.

(g) Cargo Preference. The CONTRACTOR shall abide by 46 U.S.C. 1241 (B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipment of foreign made goods.

(h) Conflict of Transportation Interests. The CONTRACTOR shall not divert any revenues, passengers, or other business from BCAG's project to any taxi or other transportation operation of CONTRACTOR without the written approval of BCAG.

(i) Conflicting Use. The CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are dedicated to BCAG for performing services under this agreement for any use whatsoever other than provided for in this agreement without the prior approval of BCAG.

(j) Fair Employment and Housing Act. CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.



(k) Working Conditions. It shall be a condition of this agreement, and shall be made a condition of each subcontract entered into pursuant to this agreement, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this agreement to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

(l) 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 agreement (Form FTA MA (4) dated October 1997) between BCAG 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 breach of this contract.

(m) No Obligation by the Federal Government.

(1) BCAG and CONTRACTOR agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to BCAG, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) CONTRACTOR agrees to include the above clause in each subcontract in whole in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(n) Privacy Act.

(1) CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying agreement.

(2) CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

(o) Recovered Materials. 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.



40. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this agreement. CONTRACTOR shall hold BCAG harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse BCAG for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

41. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

(a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, 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 on CONTRACTOR to the extent the Federal Government deems appropriate.

(b) 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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

42. 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 4220.1D, dated April 15, 1996, 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. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any BCAG requests, which would cause BCAG to be in violation of the FTA terms and conditions.



43. INDEPENDENT CONTRACTOR.

(a) Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint ventures of the other. CONTRACTOR is and should be an independent contractor performing services under this agreement for the consideration herein set forth.

(b) CONTRACTOR's employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to BCAG, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless BCAG from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

(c) This agreement does not constitute a contract of employment between BCAG and CONTRACTOR or any agents, officers or employees of CONTRACTOR. After the expiration or termination of this agreement, CONTRACTOR's successor shall be permitted to hire any CONTRACTOR employees previously employed on this program. At that time, in hiring a CONTRACTOR employee or a former CONTRACTOR employee, BCAG shall ensure and require that such employment process fairly treat former CONTRACTOR employees as members of the general public with no discrimination, no waiver of job advertising, no consideration of employee's seniority with CONTRACTOR and no other privilege different from that accorded to members of the general public.

44. TRANSITION TO FUTURE OPERATOR.

Up to and for a minimum of thirty (30) days following the effective date of termination or expiration of this agreement, CONTRACTOR shall provide to either BCAG or any future operator selected by BCAG, CONTRACTOR's full cooperation in the transition to the successor operator. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and maintenance records. CONTRACTOR shall release to the new operator all telephone numbers and any sequential rollover numbers required by BCAG. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to those provided by the new operator and shall cooperate fully with BCAG and the new operator to this end.

45. SEVERABILITY.

If any provision of this agreement is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this agreement and such remaining provisions shall continue to remain in full force and effect.



46. PRECEDENCE OF CONTRACT DOCUMENTS.

The total agreement between the parties consists of the documents specified in this paragraph. In the event of a conflict or ambiguity arising between said documents, or any term or condition therein, the document having precedence shall be determined as follows:

- A) Any supplemental agreements executed after the date of this agreement.
- B) This agreement and attachments thereto, including Exhibit A (Scope of Work).
- C) Exhibits F (RFP) and G (CONTRACTOR'S proposal) to this agreement.

47. ADDITIONAL TERMS.

The validity in whole or in part of any provision of this agreement shall not affect the validity of other provisions. BCAG's failure to insist in any 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 BCAG's right to such performance or to future performance of such a term or terms, and CONTRACTOR's obligations in respect thereto shall continue in full force and effect. Time shall be of the essence. Changes hereto shall not be binding upon BCAG except when specifically confirmed in writing by BCAG.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

By: [Signature]

Jon Clark, Executive Director

Date: 6-12-17

Approved as to Form:

By: [Signature]

BCAG Counsel

CONTRACTOR

By: [Signature]

Title: EVP General Counsel

Date: 5-23-17

By: [Signature]

Title: NOTARY

