

FOR PROPOSAL TO OPERATE BUTTE REGIONAL TRANSIT (BLINE)

City of Chico, CA

RFP 001-18-10

**Proposals due by Tuesday, February 12th, 2019
Time: 3:00 pm**



**Butte County Association of Governments
326 Huss Drive, Suite 150
Chico, CA 95928**

**(530) 809-4616
December 3, 2018**



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Required Attachments – Package A

- Proposal
- Required Forms/Attachment Checklist:
- Form 1 – Lobbying Certification
- Form 2 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction
- Form 3 – Equal Employment Opportunity Certification and Affirmative Action Program/Plan
- Form 4 – List of Proposed Subconsultants/Subcontractors
- Form 5 - Public Contract Code Section 10162 Questionnaire
- Form 6 – BCAG Non-Collusion Affidavit
- Form 7 – Public Contract Code Section 10285.1 Statement
- Form 8 – Proposer Certification Clauses and Proposal Signature
- Form 9* – Local Agency Proposer – DBE Information (Includes Form 9A and 9B)
- Form 10 – Current Client References
- Form 11 – Certification Regarding Alcohol Misuse and Prohibited Drug Use
- Form 12 – Request for Pre-Offer Change or Approved Equal
- Form 13 – Request for Proposal Deviation
- Form 14 – Addenda Acknowledgment
- Insurance Certificate (per “Reference Document” Insurance Requirements)

****Note – Form 9A and 9B are supplemental information only and not required to be submitted with Form 9 in the Submittal Package A. 9A and 9B are incorporated in Final Agreement.***

Required Attachments – Package B – Pricing Forms

- Exhibit C-1
- Exhibit C-2
- Exhibit C-3
- *Summary of Financial Stability - Two (2) Years Audited Financial Statements, or tax returns (Including Schedules submitted with tax returns) prepared by a licensed Certified Public Accountant.*

Documents used for Reference and/or Incorporation into Proposal Submittal and/or Final Agreement

Exhibit A – Scope of Work (SERVICES)

Reference Documents

- RD1 - Maintenance Staff Qualifications
- RD2 – Insurance
- RD3 – Vehicle Cleaning and Appearance
- RD4 – Operator Uniform Policy
- RD5 – Butte Regional Transit B-Line Drug and Alcohol Monitoring Policy and Procedures
- RD6 – Vehicle Conditions Policy
- RD7 – Fares
- RD8 – Federal Regulatory Requirements
- RD9 – Collective Bargaining Agreement (CBA), dated July 1, 2017 – June 30, 2022

Attachments

- A1 – Fixed Route and Paratransit Service Hours and Routes
- A2 – Fixed Route System Maps and Paratransit Rider Guide
- A3 – Vehicle Inventory
- A4 – Equipment Inventory (non-vehicle)
- SAMPLE Contract

I. Purpose:

The Butte County Association of Governments (BCAG) is seeking proposals from interested firms to manage, operate and maintain B-Line Transit services (BLINE) in Butte County from the BCAG owned Butte Regional Transit Operations Center (BRTOC) located in Chico, CA at 326 Huss Drive. The successful Proposer must be capable of providing “turnkey” service to include daily administration, management, service planning, operations, and vehicle maintenance to support BCAG’s Fixed Route and Complementary ADA Paratransit & Dial-A-Ride services defined in **Exhibit A – Scope of Work (SERVICES)** within and among the incorporated and unincorporated areas of Butte County.

Term of SERVICES:

- July 1, 2019 through June 30, 2024 (5 years) to include:
- Up to two (2) two (2) year extensions (total 4 years); July 1, 2024 – June 30, 2026 and July 1, 2026 – June 30, 2028

Note: Extensions exercised at BCAG’s discretion.

II. Background:

Originally formed in 1969, BCAG is Joint Powers Agency with member jurisdictions of the cities of Chico, Oroville, Biggs and Gridley, the Town of Paradise and Butte County and serves as the countywide Regional Transportation Planning Agency (RTPA) and Metropolitan Planning Organization (MPO) for the incorporated and unincorporated areas of Butte County. BCAG is responsible for programming State and Federal funding for transportation projects within the county and coordinates short and long - term planning and funding for the highways, streets and roads, transit, paratransit, bicycle and pedestrian improvements.

Since 2005, BCAG has operated B-Line Transit services within the Joint Powers Agreement (JPA) and is overseen by the Board of Directors comprised of elected officials from the member agencies. The B-Line is operated and administered from the BRTOC campus at 326 Huss Drive in Chico, CA composed of the following facilities and buildings:

- 15,200-square foot Administration and Operations building.
- 16,800-square foot maintenance building with six service bays.
- 5,222-square foot fueling facility (20,000 - gallon Renewable Diesel underground tank & 12,000 - gallon Gasoline underground tank), Money Room, Vault, Storage and Lubrication Station
- 3,968-square foot bus wash facility
9,000-square foot Board Chambers, conference rooms and additional office space

B-Line owns a fleet of 67 revenue vehicles including thirty-three (33) 30-40' Compressed Natural Gas (CNG) and Renewable Diesel fueled transit buses, twenty six (26) 25' Gasoline fueled Paratransit vehicles. Transdev, a Private For-Profit Contractor, under contract with BCAG; operates and maintains the transit service which includes a staff of over 105 employees. BCAG provides public fixed route transit service, complementary paratransit, intercity service, and commuter service. BCAG’s revenue fleet consists of thirty-three (33) thirty- five & forty-foot

transit buses and twenty-six (26) class E cutaway transit buses. BCAG transports 1.5 million passengers per year operating on 26 routes.

B-Line provides over 70,000 hours of fixed route service annually to the cities of Chico, Oroville, Paradise, Gridley and Biggs and the unincorporated communities of Thermalito, Magalia and Palermo. B-Line operates twenty-three (23) fixed routes throughout the County and Cities seven days a week and provides approximately 1.3 million rides per year. The ADA/Paratransit service provides over 48,000 hours of door-to-door ambulatory service per year within the cities of Oroville, Chico and the Town of Paradise. B-Line Paratransit/ADA service is provided to registered users seven days a week and provides approximately 168,000 rides per year.

A. Service Structure. Summaries of the existing services are presented below:

- **Chico:** The B-Line provides a fixed-route system with complementary demand-response services to the Chico urban area. The fixed-route service has 11 routes. 10 routes operate year-round with two student shuttle routes operating while CSU-Chico is in session. The routes operate Monday through Friday with service hours generally between 6:15 AM and 10:00 PM on weekdays and 8:00 AM to 7:00 PM on Saturdays. The student shuttle routes operate from 7:30 AM to 10:00 PM, Monday through Thursday and 7:30 AM to 4:00 PM on Friday. There is no Sunday service.
- **Oroville:** The B-Line provides a local fixed-route service within the City of Oroville with four routes serving Oroville and the unincorporated community of Thermalito. Service hours are generally from 6:00 AM to 7:30 PM, Monday through Friday. There is no service on the weekends.
- **Butte County:** Butte Regional Transit (B-Line) provides both intercity and local fixed-route service throughout Butte County with local service in Paradise, Gridley and Biggs and includes intercity connections between all five incorporated cities/towns (Chico, Oroville, Paradise, Gridley and Biggs). There are seven intercity/local routes: Chico/Paradise, Chico/Oroville, Chico/Gridley/Biggs and Paradise/Oroville/Gridley/Biggs. Service hours are generally from 5:30 AM to 8:00 PM, Monday through Friday and 7:50 AM to 6:00 PM on Saturday and Sunday.
- **B-Line Paratransit** B-Line Paratransit provides complementary paratransit service in accordance with the Americans with Disabilities Act. B-Line Paratransit also offers Dial-a-Ride service for seniors and persons with disabilities. To be eligible for the service, riders must be 70 years of age or older or have an impairment that prevents using the fixed route system. The service area of B-Line Paratransit includes the Chico Urban Area, the entire Town of Paradise, including Magalia and the Greater Oroville area, including the City of Oroville and portions of unincorporated Butte County. Services on B-Line Paratransit are operated during the same time as the fixed route services. Services are 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

B. Administration

BCAG currently acts as the administrative body for all transit services in Butte County (with the exception of the Gridley Golden Feather Flyer). BCAG will continue to administer all consolidated transit services and oversee the terms presented in this RFP.

C. Ridership

The table below presents relevant operating data on the B-Line transit systems in Butte County for fiscal year 2016/2017. The operating data include total passengers, total vehicle service hours and the number of passengers per vehicle service hour on each of the existing systems.

Figure 1: Ridership on Existing Transit Services

Transit Service	Total Ridership	Annual Vehicle Service Hours	Passengers per Vehicle Service Hour
Urban fixed route*	820,459	44,918	18.3
Rural fixed route (Regional)*	321,834	25,766	12.5
Paratransit**			
Urban Paratransit	89,891	25,124	3.6
Rural Paratransit	78,558	21,105	3.7

Note - *Monthly Management Reports, FY 2016-2017 (Pre - Camp Fire)

**Monthly Management Reports, FY 2017-2018 (Pre - Camp Fire)

D. Funding

Transit services in Butte County are funded by federal, state and local sources and passenger fares. The state's Transportation Development Act, consisting of Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) provide the largest share of funding. LTF funds are composed of the 7.25-cent retail sales tax collected statewide and is distributed to BCAG by the State Board of Equalization. BCAG then distributes funding to the cities by population. STA funds come from the statewide fuel sales tax. Federal funds, apportioned by the Federal Transit Administration (FTA), support operating, capital, and planning expenditures. FTA Section 5311 is a formula grant program allocated to Butte County for rural portions of the County. FTA Section 5307 are allocated to the Chico urbanized area for operating and capital costs. *The current fare structure can be reviewed in Reference Document (RD) – "RD7 – Fares"*

III. Related Information - Responsibilities

In developing a proposal for SERVICES, the Proposer shall be aware SERVICES are to be delivered from and with BCAG/BLINE owned facilities and equipment. Below is a representative, yet not exhaustive, list of general and specific responsibilities related to occupying the campus that can be expected from the successful Proposer (Operator) and BCAG/B-Line. Proposer must consider the following when developing a proposal to deliver the SERVICES according to the criteria specified in *Exhibit A - Scope of Work*.

A. Proposer (Contractor) Responsibilities:

- **Maintenance building:** All in-ground, wall mounted, ceiling mounted and floor equipment, overhead doors, parts cleaning and modification machinery, lifts, pumps, compressors, fluid dispensing systems and storage, waste storage, below ground (maintenance pit) equipment, tire machines, batteries, parts storage, vehicle electronics, wall mounted video displays, computers and hardware, bay lighting, chassis wash, etc. The break/training, areas will be maintained and kept clean, including the care and maintenance of external plumbing and appliances present. Of particular importance is the cleanliness of the of the interior/exterior maintenance shop, its floor and restrooms, emergency generators.
- **Fueling Building:** All in-ground fuel tanks, pumping systems, alarms, pumps, compressors, fluid dispensing systems and storage, computers and hardware, lane lighting, vacuums and cleaning equipment, restroom, money room and all included equipment, interior/exterior of the building.
- **Bush Wash:** soaps, detergents, pressure washers, bus washing pumps and equipment, dryers, bus wash, mounting and track software and hardware, interior/exterior of the building, wash lighting, recirculation and sludge pit.
- **Administration Building:** Carpet/floors, restrooms, hardware and software systems, phones, office, hallway, kitchen replacement bulbs, kitchen area, quiet room and reception area, storage rooms, janitor closet.
- **Parking Lot:** All areas, occupied by Operator owned employee vehicles, BCAG owned transit vehicles, delivery vehicles, service vehicles, must be kept clean and free of oil and fluid spills and/or leaks from all vehicles.
- **Janitorial:** The selected Operator will be responsible for assuring janitorial services are supplied/retained (including soaps, paper products, cleaners, etc.) to keep all common areas/spaces utilized by Operator and any retained third - party service providers accessing and using responsible spaces.
- **Equipment, appurtenances:** All phones, computers, etc. brought in to deliver SERVICES by the selected Operator, not owned by BCAG, will be their sole responsibility with regard to cost and is not considered part of the contract for SERVICES.
- **Interior floors, walls and ceilings:** All Operator occupied spaces shall be kept clean and in good repair from initial day move in and will be subject to BCAG inspection and directed repair as determined.

B. BCAG/B-Line Responsibilities: The entire 10.5 acres campus was built from 2014 – 2016. All of the installed equipment is new with much of it still under full or partial warranty. BCAG employs a Facilities Maintenance Manager who retains a significant amount of knowledge on the installed operations, systems and equipment contained within and around the immediate areas of the entire property. Below is a representative, yet not exhaustive list, of activities/items BCAG will retain responsibility for:

- **Heating Ventilation and Air Conditioning (HVAC):** Two main air handling units in the Administration and Maintenance Buildings, all ducting, vents, software and hardware
- **Hydronic heating:** Boilers, pumps, valves, ducting, piping, exhaust systems.
- **Plumbing:** Restrooms in all locations operating on automatic flushing/dispensing valve systems. Water heaters in Administration, Maintenance, Fuel Building and Building “E”.

- Electrical/Lighting: All computer - controlled lighting internal and external on all campus buildings, (except for bulbs/lighting as stated above).
- Landscaping/Irrigation: All landscaped areas
- Fencing: All perimeter/interior fencing and rolling gates for ingress/egress and property delineation.
- Security Cameras: All security cameras, software and hardware.
- Solar Installation: All solar panels, canopy structures and affiliated electrical
- Parking areas: All areas east of rolling gates at Building "E" and east parking area in front of Administration Building.
- Fire and Security: All fire alarms, security systems, pre-activation and sprinkler systems, fire extinguishers
- Building Exteriors: All building exteriors of all buildings on the entire campus, excepting those areas impacted by Operator

C. BCAG – Operator Shared Responsibilities: It is expressly understood there will areas of responsibility that have either not been covered/identified, may not have a clearly assigned responsibility and may not necessarily be included in the pricing forms portion of the Proposal Submittal. BCAG and Operator will work together to resolve these items in a fair and responsible manner upon execution of a contract and after the beginning of delivery of SERVICES.

IV. Proposal Timeline

Date of RFP:	December 3, 2018
Agency:	Butte County Association of Governments (BCAG)
Agency Address:	326 Huss Drive, Suite 150, Chico, CA 95928
Telephone Number:	530-809-4616
FAX Number:	530-879-2444
Contracting Officer:	Andy Newsum, Deputy Director
Email:	anewsum@bcag.org
Pre-Proposal Meeting (Mandatory):	1:30 PM PST, Tuesday, January 15, 2019
Question Submittal Deadline:	5:00 PM PST, Wednesday, January 23, 2019
Question Answer/Addenda:	4:00 PM PST, Thursday, January 31, 2019
Proposal Due Date:	3:00 PM PST, Tuesday, February 12, 2019
Expected Award Date:	March 31 st – April 30 th , 2019

V. Proposal Submittal Requirements

A. Proposal Documents

Proposal documents may be obtained in one of four (4) ways:

- 1) Electronically at www.bcag.org/projects/RFPs. *or*
- 2) Via email request to vproctor@bcag.org. *or*

Note: By submitting a Proposal, the Proposer/Operator represents it has thoroughly examined and become familiar with the work required and documents included under the RFP per the above obtained documents. Other arrangements for obtaining hard copy of the proposal must be arranged with the contracting officer. All copying and postage will be at the expense of the Proposer.

B. Proposal Due Date

3:00 PM Pacific Time on Tuesday, February 12, 2019. A complete proposal package shall be delivered to:

**Butte County Association of Governments
ATTN: Andy Newsum, Deputy Director
326 Huss Drive, Suite 150
Chico, CA 95928**

Note: Proposal received after the stated deadline will be returned unopened, deemed non-responsive and rejected without further consideration.

C. Proposal Submittal:

1. Package A

One (1) sealed Proposal marked Original and five (5) copies marked Copy with title: "Package A - PROPOSAL to Provide **Exhibit A – Scope of Work SERVICES for BRT**" to include the following documents:

- Proposal
- Required Forms/Attachment Checklist:
- Form 1 – Lobbying Certification
- Form 2 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction
- Form 3 – Equal Employment Opportunity Certification and Affirmative Action Program/Plan
- Form 4 – List of Proposed Subconsultants/Subcontractors
- Form 5 - Public Contract Code Section 10162 Questionnaire
- Form 6 – BCAG Non-Collusion Affidavit
- Form 7 – Public Contract Code Section 10285.1 Statement
- Form 8 – Proposer Certification Clauses and Proposal Signature
- Form 9 – Local Agency Proposer – DBE Information (except 9A and 9B)

- Form 10 – Current Client References
- Form 11 – Certification Regarding Alcohol Misuse and Prohibited Drug Use
- Form 12 – Request for Pre-Offer Change or Approved Equal
- Form 13 – Request for Proposal Deviation
- Form 14 – Addenda Acknowledgment
- Insurance Certificate (per “Reference Document” Insurance Requirements)

Package B

One (1) sealed Proposal marked Original and five (5) copies marked Copy with title: “*Package B - COST to Provide SERVICES for BRT*” to include the following documents:

- Pricing Forms – Exhibits C-1, C-2 and C-3
- Summary of Financial Stability - Two (2) Years Audited Financial Statements, or tax returns (Including Schedules submitted with tax returns) prepared by a licensed Certified Public Accountant. (*Information on the firm's financial status will be withheld from public review if submitted under separate cover with a request for confidentiality unless a court of competent jurisdiction orders disclosure.*)

One (1) Electronic copy via DVD/CD or flash drive with Package A and B contents.

D. Proposal Submittal Conditions and Disclosures

- 1) Mandatory Pre-Proposal Meeting: **Tuesday, January 15, 2019, at 1:30 PM (PST)**, located at 326 Huss Drive, Suite 150, Chico, CA 95928, for the purpose of receiving questions and comments regarding this RFP. Prospective Proposer must submit written questions to the Contracting Officer at anewsum@bcag.org. **The deadline for questions is 5:00 PM (PST), Wednesday, January 23, 2019.** Questions not submitted by email as described will not be addressed. At BCAG’s discretion, responses shall be shared with all known prospective Proposer by written addenda only. All addenda, including all sign-in sheets and written questions and answers, will be posted to the BCAG website at www.bcag.org/projects/RFPs/index.html.
- 2) Pre-Offer Change or Approved Equal: **Form 12 Request for Pre-Offer Change or Approved Equal**). Whenever any material, product or service is specified or indicated in the RFP and/or contract documents by brand name, trade, patent, proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words, “Or Equal.” At any time during this procurement, up to the time specified in the “Proposal Timeline” Proposer may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests

may include suggested substitutes for specified items and for any brand names. Whenever a brand name is used in this solicitation it shall mean the brand name "Or Equal." Such written requests shall be made to the Contracting Officer and may be transmitted by facsimile or via email. The Proposer/Operator making the request shall be responsible for its proper delivery to BCAG per "Contracting Officer" on the form provided in "Request for Pre-Offer Change or Approved Equal." BCAG will not respond to oral requests. Any request for a change to any requirement of the RFP Documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written request shall be provided by BCAG in the form of addenda only. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of BCAG shall not be binding on BCAG. BCAG, at its sole discretion, shall determine whether the substantiating data demonstrates an approved equal item(s) is equivalent in all respects to the item specified in the RFP and/or contract documents and reserves the right to not respond at all to requests identified in this section.

- 3) **Proposal Deviation: (*Form 13 Request for Proposal Deviation*)**. State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where a Proposer/Operator wishes to propose alternative approaches to meet BCAG's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer/Operator will be deemed to have accepted the contract requirements as set forth in the Scope of Work.
- 4) **RFP Addenda: (*Form 14 – Addenda Acknowledgment*)**: BCAG reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda and provided to all prospective Proposers officially known to have received the RFP, as well as post to the BCAG website: www.bcag.org/projects/RFPs/index.html. Prospective Proposer, or their agents, shall be responsible to collect addenda. Failure of any Proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under its Proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. If BCAG determines the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed by the number of days that BCAG determines will allow Proposer sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

- 5) Pre-Contractual Expenses: BCAG will not be liable for any pre-contractual expenses incurred by any Proposer/Operator in preparation of its Proposal. Proposer/Operator shall not include any such expenses as part of their Proposal. Pre-proposal and Pre-contractual expenses are defined as expenses incurred by the Proposer/Operator in:
- Preparing a Proposal in response to this RFP
 - Submitting that Proposal to BCAG.
 - Negotiating with BCAG any matter related to this Proposal; and
 - Any other expenses incurred by Proposer/Operator prior to date of award, and execution of the Agreement.
- 6) Joint Proposals: Where two or more firms desire to submit a single Proposal in response to this RFP, they must do so on a prime-subcontractor basis rather than as a joint venture.
- 7) Taxes: Proposals are subject to State and Local sales taxes. However, BCAG is exempt from the payment of Federal Excise and Transportation Taxes. The Proposer/Operator is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.
- 8) Signature and Validity of Proposals: (Form 8 – Proposer Certification Clauses and Proposal Signature). Only an individual who is authorized to bind the proposing firm contractually Form 8. The signature must indicate the title or position that the individual holds in the firm who is authorized to certify that the Proposal is a firm offer for at least a one hundred and twenty (120) day period. Submitted Proposals shall be rejected if the Proposer/Operator Certification Sheet is not signed.
- 9) Right to Cancel: BCAG reserves the right to withdraw or cancel this RFP at any time without prior notice and BCAG makes no representation that any contract will be awarded to a Proposer/Operator responding to this RFP.
- 10) Protests: Protests regarding any aspect of the attached materials and BCAG selection procedures must be submitted in writing (via mail or email) to the Contracting Officer of BCAG, 326 Huss Drive, Suite #150, Chico California 95928, or anewsum@bcag.org by **4:00 p.m. on Wednesday, January 16, 2018**. The Contracting Officer will respond to these protests by Monday January 21, 2018, with an addendum to this RFP, or by mail and/or email. Such action completes the local protest review procedure.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him, an interested party may protest to the Federal Transit Administration (FTA) the award of a contract

pursuant to an FTA grant. FTA's review of any protest shall be in accordance with FTA Circular 4220.1B. FTA's review of any protest will be limited to:

- Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
- Violation of BCAG's protest procedures or BCAG's failure to review a complaint or protest.

The protest filed with FTA shall:

- Include the name and address of the protester.
- Identify Butte County Association of Governments as the party responsible for the RFP process.
- Contain a statement of the grounds for protest and any supporting documentation. The grounds for protest filed with FTA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- Include a copy of the protest filed with BCAG, and a copy of BCAG's decision, if any.
- Indicate the ruling or relief desired from FTA. Such protest should be sent to:

FTA Region IX
201 Mission Street,
Suite 2210 San
Francisco, CA 94105

A copy of such protests **must** also be sent to BCAG by email to anewsum@bcag.org and by mail to BRT 326 Huss Drive, Suite 150, Chico, CA 95928.

- 11) Disadvantaged Business Enterprise (DBE): (Form 9 – Local Agency Proposer – DBE Information). This project is subject to Title 49, Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs ("Regulations")." The Regulations in their entirety are incorporated herein by this reference. BCAG has established a Race-Neutral Federal Transportation Administrations (FTA) DBE program and as such, **there is a 1.28% DBE goal** on this project. It is the policy of BCAG to ensure non - discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts.

- 12) Confidentiality and Public Records Act: Access to government records is governed by the State of California Public Records Act. (Government Code Section 6250 et. seq.) Except as otherwise required by state law, BCAG will notify Proposer of any request for disclosure of proprietary information, trade secrets and confidential commercial and financial information submitted in the Proposal. Any such proprietary information, trade secrets of confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

By submitting a proposal, Proposer commits it fully understands Exhibit A - Scope of Work and the affiliated specifications stated in all other RFP documentation and has checked carefully all words and figures inserted in said RFP and further understands that BCAG will not be responsible for any errors or submissions in the preparation of this Proposal. It is expressly understood that submission of a Proposal for SERVICES warrants the Proposer understands and accepts the following:

Exclusive Property:

- Responses to this Proposal will become the exclusive property of BCAG and are subject to the California Public Records Act.
- Those elements of each Proposal that are *trade secrets*, as the term is defined in California Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are not prominently marked as TRADE SECRET, CONFIDENTIAL or PROPRIETARY may be subject to disclosure.

Disclosure of Records:

- Upon a request for records from a third party regarding this Proposal BCAG will notify in writing the party involved. The party involved must respond within ten (10) calendar days with the identification of any and all “proprietary, trade secret, or confidential commercial or financial” information and the party involved shall agree to indemnify BCAG for its defense costs, (Including reasonable attorney fees) associated with its refusal to produce such identified information; otherwise, the requested information may be released and BCAG shall not be held liable for complying with the records request.
- If disclosure is deemed to be required by law or by an order of the court, BCAG shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.
- Any documents that are not marked “TRADE SECRET” or “CONFIDENTIAL” or “PROPRIETARY,” will be made available.

Exemption from Disclosure May Be Deemed Unresponsive:

- BCAG will take into consideration documents the Proposer deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."
- Proposer who indiscriminately identify all or most of their Proposals as exempt from disclosure without justification may be deemed Non-Responsive.

Indemnification of BCAG by Proposer:

- The Proposer agrees to indemnify, hold harmless and defend BCAG and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a Public Records Act request for any of the contents of a Proposal labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY." This obligation shall survive the RFP process, including the awarding of the Contract.
- Proposer agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the Proposer's Proposal.

Public Interest:

- The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.
- To protect the integrity of the Proposal process, in most instances, price Proposals and information regarding the contents of a Proposal, will not be released or made available to other Proposer or the public until contract award is made by BCAG's Board of Directors and after the conclusion of any protest.
- BCAG shall employ sound business practices no less diligent than those used for BCAG's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposer and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by BCAG in its sole discretion, bears appropriate notices relating to its confidential character.

E. Proposal Content and Format

At a minimum, the following information must be addressed and included in the proposal, as actual selection will be based on careful consideration of all pertinent data provided. The specific services to be provided Proposer are attached hereto as ***Exhibit – A Scope of Work***. Proposers are strongly cautioned to read ***Exhibit – A Scope of Work*** very carefully and encouraged to develop their proposal utilizing the following organization;

1) Title Page

2) Table of Contents

3) Cover Letter:

Proposer must include a letter of introduction, including the name of the organization submitting the Proposal; its address; a statement of whether the organization is an individual, partnership, or joint venture; and the name, address, email address, and telephone number of the contact person who will be authorized to make representations and commitments for the Proposer. The letter should describe the Proposer interest in the work and a statement regarding the acceptability of the conditions of the draft SERVICES Agreement.

4) Personnel and Delivery of Services:

The proposal submitted must respond clearly to each of the following areas/items in the order presented. Proposals that do not address each question may be considered non-responsive and rejected. Proposers should note Exhibit A - Scope of Work contains minimum requirements and may also contain redundant information for some areas which proposer is required to address in this questionnaire. Submittals not addressing such minimum requirements may be considered non-responsive and rejected. All observed, discovered or perceived conflicts between Exhibit A – Scope of Work and the RFP, by the Proposer, must be addressed in accordance with the timelines stated in “**Section IV – Proposal Timeline**”.

Experience and Qualifications:

- a. Provide a statement of your firm's general overall organizational structure, experience, history, founding Date (month and year), legal status (i.e., partnership, corporation, etc.), firm size – staff and client base and firm's vision and mission statement. capabilities and financial solvency, list of owners and officers, and management philosophy. This information may be addressed in “Cover Letter” above.
- b. List recent relevant experience that your firm has providing and/or managing publicly funded fixed route, demand-response and commuter services of similar size and scope to that of Butte Regional Transit for at least five (5) other locations over the last 7 years. Provide 1) name of system, 2) list dates of service, 3) type of service, 4) Annual Vehicle Service Hours (AVSH), 5) number of vehicles, 6) number of annual passengers, and the 7) name and 8) telephone number of responsible individuals who can verify service. Please include the

sites at which the proposed General Manager and Safety Manager currently or previously worked and their length of time. Items 7) and 8) to be included on **Form 10 – Current Client References.**

- c. State and attach certifications, program(s) and plan(s), showing the proposing firm or any subcontractor is a Disadvantaged Business Enterprise (DBE). The DBE goal for this procurement has been established as 1.28% required DBE participation. The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. Submission of **Form 3 – Equal Employment Opportunity Certification and Affirmative Action Program/Plan** and (**Form 9 – Local Agency Proposer – DBE Information includes Form 9A and 9B**) will suffice to meet this requirement.
- d. State any instance, during the past 5 years, in which the Proposer/Operator submitted a bid or Proposal on a transit services operating contract and was found to be a non-responsive or non-responsible bidder, or any instance in which the Proposer/Operator defaulted on a transit services operating contract.
- e. Are there past, current or pending financial/legal issues that might jeopardize your firm's ability to provide services per the requirements of the attached agreement at the prices quoted by you for the initial term? Has your firm applied for credit protection under any bankruptcy proceedings over the past five (5) years? Has your firm applied for credit protection under any bankruptcy proceedings over the past five (5) years? If the answer is "no" state as such. If the answer is "yes", give details.
- f. Has any public transit operator, since July 1, 2008, terminated a contract with your firm prior to the contract's intended expiration date? Your response must state yes or no. If the answer is yes, state the Operator's, Administrator's or Agency's name and address as well as the number of a person to contact and explanatory information regarding the termination.

Personnel:

- a. **Management Structure and Key Personnel** – BCAG will review the credentials and experience of the proposed Management Team very carefully and desires to have a Management Team in place that is experienced in the industry and working with each other. Proposers should describe at which locations (if any) the proposed management team members have worked at together in the past, and how that experience would be relevant for BCAG's operations. It is expected the below stated management positions will be the essential personnel for a successful proposal and shall be maintained throughout the term of contracted SERVICES:
 - General Manager
 - Human Resources Manager
 - Safety and Training Manager
 - Maintenance Manager
 - Fixed Route Manager

- Paratransit Route Manager

Resumes for each manager must include two (2) business references with contact names and telephone numbers. State each position's qualifications, education and experience for their position. Candidates proposed for the General Manager position must be able to demonstrate at least (5) five years of responsible transit management experience as a General Manager in a service of similar size and scope. The Proposer must provide a commitment that the General Manager identified in the Proposal shall be present during the transition during the startup and through the term of the contract for SERVICES. State/include any accreditations, awards or achievements that specifically identify the proposed Safety Manager's capabilities in managing and ensuring a safe working environment for the delivery of SERVICES.

Proposer is cautioned to note the following:

Any change in the General Manager position that occurs within twenty-four (24) months of the Contract start date shall require the Contractor to pay BCAG a penalty of fifty thousand dollars \$50,000, per position, per change. Any change in other Key Personnel positions that occurs within twenty-four (24) months of the Contract start date shall require the Contractor pay BCAG a penalty of ten thousand dollars (\$10,000), per position, per change.

The Contractor will be expected to fill vacant Key Personnel positions with BCAG approved persons within sixty (60) calendar days of such a position becoming vacant. For each day the position remains vacant, BCAG shall be issued a rebate equal to the cost of the salary and benefits for the open position beginning on day one (1) of the vacancy. A penalty shall be assessed for key positions that remain vacant for over sixty (60) days. Beginning on day sixty-one (61) a \$1,000 per day penalty shall be assessed for a vacant General Manager position and a \$500 per day penalty shall be assessed for any other Key Personnel position that remains vacant. Unreasonable delays with filling key position vacancies caused solely by BCAG shall not be counted against the Contractor.

b. Operations

Provide a description of the start-up approach and transition from existing contractor to new contractor and attach an implementation schedule outlining the steps to be taken up to the point of beginning operation of the service and the roles of previously stated key management personnel such that minimal service disruption occurs and minimal assistance from BCAG staff is required. Include the date on which the new service contract would take effect assuming the contract is awarded in April of 2019.

Describe the approach to be taken that will ensure quality control of the on-street operation including maintaining on-time performance, ensuring the provision of excellent customer service, addressing customer complaints received by B-Line, training program for telephone reception, customer service and public information, vehicle repair frequency, preventing and

addressing vehicle and passenger accidents, acceptable vehicle appearance, effective management of extra-board staffing, maintaining employee morale and sense of teamwork and resolution of on-street issues. Provide the work schedule and activities for dispatchers and road supervisors required to ensure coverage during all hours of revenue service. If the dispatching and road supervisor functions are to be accomplished by a single individual, specify this and how the quality of work would not be compromised. Describe your proposed method of dispatching including a description of any relevant experience with the existing Trapeze Pass and Tripspark and Streets systems or any other program being proposed as a computer reservation, computer assisted or fully automated dispatching system.

Describe the program to accommodate driver "no shows," absenteeism, vacations and turnover of employees. What assurance does Butte Regional Transit have that drivers will always be available as needed? Describe procedures as to how Proposer will handle accident/incident investigations and reports of same.

Outline the proposed driver training and safety program for new drivers and the retraining program for veteran drivers. Include an outline of the topics covered; the time devoted to each; number of classroom hours; number of behind-the-wheel hours with trainers; number of driving hours in regular service with a trainer or instructor; and, the amount of time devoted to customer relations and sensitivity training. Provide a sample, comprehensive "Drivers Manual" addressing the following in detail: 1) Driver Qualifications (job description, training requirements, evaluation/discipline process, licensing requirements, minimum guidelines for performance, etc.); 2) Driver Duties (including pre & post trip inspections, marketing/outreach support, adherence to BCAG dress code, incident/accident reporting, mileage and hours reporting, and passenger counts on non-GFI vehicles, etc.); 3) General Rules and Policies (work rules, personnel policies including absenteeism and extra-board procedures, transfers and fare collection procedures, vacation/sick time policies, employment agreements, substance abuse awareness, employee benefits/assistance program, traffic/safety rules, late/missed trip policies, procedures for communication between operators and management on new operational policies, any other topic required by local, state or federal laws/regulations such as announcing stops); 4) Vehicle Orientation and Operation (Standard Operating Procedures including public address system, electronic head signs, wheelchair lift operation, kneeling, radio/communication procedures, safety policies while on duty on BCAG property and in vehicles, driving theory on defensive driving and accident avoidance, disability awareness/sensitivity and methods for assisting passengers with disabilities, and all other policies/procedures critical for the efficient and safe operation of BCAG equipment.) Identify training personnel and their certifications and experience relevant to this contract for SERVICES. The contract will require 120 hours of training for new drivers.

Describe the proposed Management Information System that will be used to report operational and financial data including the necessary fixed route and demand response surveys under the National Transit Database system as required in the ***“Exhibit A -Scope of Work”***.

List all technologies Proposer/Operator will use for delivering services and managing operations, including a description of how the specified technology will a) contribute to the efficiency and effectiveness of the system, b) minimize operating costs, c) improve performance reporting to BCAG, d) enhance the customer experience, e) maximize employee productivity, etc., f) interface with existing BCAG technologies. Proposer/Operator shall also provide information on useful life and replacement schedule(s) for any technology proposed and/or purchased, including frequency of software updates.

NOTE: Technology equipment paid for directly by BCAG shall become the property of BCAG. Furthermore, all (electronic and tangible) data collected, stored, and produced by such technology shall become the property of BCAG, and BCAG shall dictate to Proposer/Operator how such data shall be provided to BCAG upon its request Proposer/Operator shall further retain such data for an amount of time specified by BCAG.

Describe the administrative and customer service functions to be performed at the Chico Transit Center located at Normal and Second Street in Downtown Chico, the main reception office at 326 Huss Drive and the call center located inside 326 Huss Drive.

c. Maintenance:

Maintenance personnel shall have certifications where available or previous experience (if certificate is not available). These include, but are not limited to ASE Automotive, Bus, and/or Heavy-Duty Truck; GFI Odyssey fareboxes; destinations signs; electronics repair of MDTs, GPS, APCs, voice annunciators, radios etc. ***See “RD1 Maintenance Staff Qualifications”***

d. Staffing - Management, Operations and Maintenance:

Proposer shall provide management, operations and maintenance at a level and capability to oversee its functions and employees. The submitted Proposal shall present a staffing plan detailing the support staffing levels which, in the best professional judgment of the Proposer, are best tailored to deliver the program of management, maintenance and operations services outlined in the attached Exhibit A- Scope of Work. The following presents the minimum number of FTE’s BCAG believes to be necessary in each job category to meet the requirements of this RFP. The specific job classifications and the minimum full-time equivalent positions to be assigned to each classification are as follows. General Manager (1 FT), Operations Manager Fixed Route (1 FT), Operations Manager Paratransit (1 FT) Safety/Training Manager (1 FT), Administrative Assistant (1 FT), HR Manager (1 FT), Maintenance Manager (1 FT), Dispatchers (5 FTE), Customer Service (4.5 FTE), Road Supervisors (4 FT), Parts Clerk (1 FT), Mechanics (9 FT), Utility (7 FT).

It is expected staffing for Maintenance will appropriately accommodate maintenance of the fleet is a state of good repair and provide adequate vehicles for service with a minimum of 3 spare back up vehicles per mode in case of failures during service. Staffing should include the number of shift supervisors, leads and/or service advisors, parts clerks; maintenance/parts administrators; servicers; fuelers; and washers and should identify how many of each staffing positions can be expected to be "on duty" for each shift.

Through experience, BCAG has determined if all service work and mechanical repairs are performed in house the following hands on minimums to properly maintain the fleet would be required:

- 10 hrs/1,000 miles for 35, 40', & 45' transit, intercity & commuter buses.
- 6 hrs/1,000 miles for cutaway buses.
- 1.5 hrs/ 1,000 miles for support vehicles.

BCAG encourages Proposing Firms to augment the minimum staff level in the proposal if, in the Proposer's judgment, additional coverage is needed in specific areas. The staffing plan should identify both the proposed additions or changes, and the associated cost in the Proposal Cost Submittal.

- e. Subcontractors Form 4 – List of Proposed Subconsultants/Subcontractors
State any subcontracting for any portion of the work to be performed under the contract in excess of one-half of one percent of the Proposer total Proposal, or if the Proposer specified more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the Proposer's total Proposal, the Proposer agrees to perform that portion of work with its own forces. If the Proposer cannot do that described portion of work in excess of one-half of one percent, BCAG reserves the right to reject the Proposal. **Completion of Form 4 will also be required.**
- f. Vehicle and Facility Maintenance:
Describe the Preventive Maintenance and Inspection (PMI) program, including levels of inspections and intervals (mileage and time), a description of the proposed pre and post - trip inspection process and how operator-reported defects will be handled prior to revenue vehicles being returned to service. Identify inventory levels and controls, scheduled and unscheduled repair items, air conditioning and wheelchair lift parts and materials, method of control, and whether the parts will be supplied by original equipment manufacturers (OEM) or after-market suppliers.

Describe road call procedures and include investigative procedures used to reduce road calls and repeat repairs. Describe the process of repairing/rebuilding major components (i.e., engines and transmissions). The description must include whether the repairs will be performed "in-house" or by an outside contractor or vendor. Describe the major component

overhaul/rebuild policy; are rebuilds scheduled preventatively and at what intervals or are they scheduled as they fail? (The use of OEM parts and manufacturer certified vendors is recommended.)

What is the Proposers experience with operation and maintenance of CNG vehicles, and a description of the Proposer CNG Management Plan for assuring the safe, efficient, and effective operation, maintenance, and fueling of BCAG CNG vehicles. This section will include certificates, experience, and specific training from ANGI Energy Systems Inc, and Aerial Compressors, and/or other certified CNG training vendors.

BCAG, as part of the Clean Air Act mandate, will begin acquiring electric vehicles. This section shall include an explanation of the Proposers experience in the operation and maintenance of EV Charging stations (components, and dispensers). This section shall include certificates, experience, and specific training from recognized Certified training vendors. This section shall also address the Proposer experience with operation and maintenance of Electric Vehicles, and a description of the Proposers EV Management Plan for assuring the safe, efficient, and effective operation, maintenance, and charging of the vehicles and the EV charging stations.

Describe the method of accident repairs, painting and graffiti removal, including an assurance the BCAG graphic standards will be strictly adhered to.

Describe the proposed fueling and cleaning process, including daily fueling procedures, daily, weekly, and monthly interior and exterior cleaning and stocking schedules.

Describe the farebox probing, fare removal process, fare counting and reconciliation process. The collection of farebox revenue is critical for financing operations and maintaining grant eligibility. Please describe how Proposer staff will maintain fareboxes, address farebox issues in the field as quickly as possible, ensure that buses are probed every day, and ensure that fares are secured between the buses (where they are collected) and the point that they are processed for bank deposit.

Cleanliness of the maintenance building floor, walls, rooms and all affiliated spaces, including parking lot, fueling building, chassis wash and bus wash, will be a BCAG priority and strictly adhered to (refer to Responsibilities section else here in the RFP). Describe the plan for maintaining all occupied facilities and related usage areas. The Proposer may elect to do this with its own staff or contract portions of janitorial work. If janitorial work is to be contracted with third party provider, the name of that provider must be stated. The cost to contract janitorial services with third party shall be at the cost of the Proposer and included in the submitted cost proposal.

Has the Proposer received an "unsatisfactory" rating from a law enforcement or other regulatory agency during the past three (3) years for maintenance, records or facility deficiencies for public fixed route or demand response services? Has the Proposer been cited, fined, or ordered to stop operations at any time over the past seven (7) years from any regulatory agency for improper maintenance, failure on CHP inspections, or for accidents caused by improper maintenance.

List the number of total vehicle miles between preventable collision accidents for systems operated. Identify separate figures for fixed route and demand response service for each location.

g. Safety and Training:

Safety: Describe the Proposer’s program for assuring safe transit operations and compliance with Federal and State safety laws and regulations. Describe the Proposer’s safety record over the past five (5) years, including an identification of any citations during that period for violations of the California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or other applicable safety laws and regulations.

Training: Describe the Proposers program for training operators, mechanics, dispatchers, supervisors, and other personnel, including the specific training the Proposer will provide regarding the operation, maintenance, and on-site fueling of the gasoline and diesel vehicles; use and maintenance of an EV fueling platform (to include specific training from the EV manufacture(s) for the preventive maintenance and repair); operation and maintenance of all equipment and systems used in providing service under the Agreement (specifically detailing training for ITS to include drivers, dispatchers, field supervisors, and systems management personnel); and safety and security of operations, vehicles, and the Facility. The Proposer should include a maintenance management system (MMS) and how this system is essential for data analysis.

h. Wages and Staff Compensation:

It is imperative delivery of SERVICES are continued with a high level of efficiency and management, regardless of transition to a new Contractor and they must be maintained over the life of the agreement. Wage rates for all positions provided by the Contractor shall be in line with currently delivered minimum hourly wage rates and staff compensation levels as described below:

	2019 (\$/hr)	2020 (\$/hr)	2021 (\$/hr)
• Operators/Drivers:	14 - 19.50	15 - 20.75	15.50 - 21.75
• Mechanic A:	24.32	25.32	26.32
• Mechanic B:	22.36	23.36	24.36
• Mechanic C:	17.07	17.82	18.57
• Dispatchers:	17.75-18.83	18.75-19.83	19.75-20.83
• CSRs	15.75-19.71	16.40-20.36	17.05-21.01

- Road Supervisors to be compensated at \$1.00/hr above top driver wage and increased at 2%/year through life of Contract or as agreed upon by BCAG and Operator.
- Utility Workers to have starting wage of \$12.00/hr in 2019 and increased at 2%/ year through life of Contract as agreed upon by BCAG and Operator.
- Management wages and benefits to be as proposed by Proposer and agreed upon in Contract between Operator and BCAG.

If the proposer is able to adequately show that throughout the contract period, wages for dispatchers will be on average at least \$0.50 more than the wages for drivers, and the wages for road supervisors will be on average at least \$1.00 more than drivers, the Pricing Proposal score will be increased by 5 points. Points can also be subtracted at the discretion of BCAG to the extent a Proposer does not show these wage disparities and/or inadequate information is provided to BCAG to assess this.

Additional points will be added if the Proposal contains provisions specifying periodic adjustments to non-represented staff compensation that track percentage changes in wages of employees covered by a collective bargaining agreement. Before additional points are awarded, Proposers may be required to demonstrate and support their pricing assumptions. If a proposer is able to adequately show that it will maintain a minimum ratio of full time drivers to part time drivers exceeding five full-time to one part-time (5/1), 5 additional points may be added to the Pricing Proposal score. Points may also be subtracted at the discretion of BCAG to the extent a proposer falls considerably below this ratio and/or inadequate information is provided to BCAG to assess this. The Proposer is directed to ***RD9 - Collective Bargaining Agreement (CBA)***, dated July 1, 2017 – June 30, 2022 defining current Contractor employee wages and benefits when developing the “Cost Proposal”.

5) Cost Proposal:

Proposer shall submit proposed pricing to provide the products/services for the work described in ***Exhibit A - Scope of Work*** and as described in ***“C. Proposal Submittal – Package B”*** *****NOTE** Price to be based on Reduced Service Hrs)***

Specific Contents – The price Proposal shall set forth the proposed price for providing the services in this RFP and include each of the following:

- Exhibit C-1:** The total price and cost component information for each year of Contract Term, including the option years.
- Exhibit C-2:** The proposed variable rate per Revenue Hour
- Exhibit C-3:** The proposed startup costs. If the Proposer is an incumbent Contractor, it shall provide those costs as if it were commencing service as a new operator.

d. Elements of Cost – In developing Cost Proposals BCAG expects Proposer to take these matters into account in preparing their price Proposals:

BCAG will pay for CNG and fueling costs for the Revenue and Non-Revenue Vehicles used to provide services pursuant to this RFP. By assuming responsibility for fuel costs, BCAG will be relieving the successful Proposer of a significant cost risk during the term of the Contract.

e. Price Stability – In submitting price Proposals, Proposer agree that all prices proposed shall be good for 120 calendar days from the Proposal due date.

f. Insurance – “*See RD2 - Insurance*”.

g. Additional Information – Proposer may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your Proposal may be deemed non-responsive

VI Acceptance/Rejection of Proposals

Opening of Proposals: Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Committee/Evaluation Team and other BCAG officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

BCAG reserves the right to reject any or all Proposals, to undertake contract negotiations with one or more Proposer, and to accept that Proposal, which in its judgment, will be most advantageous to BCAG considering price and other evaluation criteria. If there is any evidence indicating that two or more Proposer are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the Proposals of all such Proposer shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by BCAG. BCAG reserves the right to reject a Proposal that includes unacceptable conditions, exceptions and deviations. Reasons for rejection include, but are not limited to:

- Failure to use the Cost/Price Proposal forms provided by BCAG
- Proposal is not signed by an officer who is duly assigned as authority to bind the Proposing Agency in a subsequent agreement, or (where required) notarized.
- Failure to include any specifically required information
- Unauthorized alteration of Proposal forms
- Proposal is not submitted at the time and date specified
- Proposal is unreasonably conditioned
- Proposal is not organized as specified

VII. Availability of Funds

This procurement is subject to the availability of funding. BCAG’s obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of BCAG for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contracting

Officer receives notice of such availability, by issuance of a written Notice to Proceed by the Contracting Officer. Any award of Contract hereunder is conditioned upon said availability of funds for the Contract.

VIII. BCAG's Rights:

Each Proposal will be received with the understanding that acceptance by BCAG of the Proposal to provide services described herein shall constitute a contract between the Proposer/Operator and BCAG which shall bind the Proposer/Operator on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.

BCAG reserves the right, in its sole discretion to:

- Accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals.
- Withdraw or cancel this RFP, or any subsequent procurement and associated fully executed prior to or at any time without prior notice. BCAG makes no representations that any contract will be awarded to any Proposer/Operator responding to this RFP.
- Issue a new RFP for the project.
- To postpone or reschedule the Proposal opening for its own convenience.
- Investigate the qualifications of any Proposer/Operator, and/or require additional evidence or qualifications to perform the work.

IX. Proposal Evaluation, Negotiation and Selection

A. Determination of Responsiveness

Upon submittal of all required Proposal documents as stated and defined in this RFP, BCAG will determine the Responsiveness of Proposer. Any Proposal deemed to be non-responsive will be rejected and not considered for further evaluation. A responsive proposal is one that submits all of the requested documentation as stated under **Sections IV, V and VI**.

B. Determination of Responsible

Upon submittal and determination of a Responsive Proposal, BCAG will utilize criteria to determine that a submitted Proposal is Responsible. The determination of a Responsible bid is solely at the discretion and may include, yet not necessarily be limited to the following factors:

- Affordability – This factor will compare the submitted Pricing with the available budget from BCAG to fund SERVICES. It will also be compared with other Responsive proposals for relative magnitude of cost.
- Unacceptable Conditions, Exceptions and Understandings stated by the Proposer/Operator
- Past Performance and References
- Financial Strength and Stability
- Compliance with Federal Regulatory Requirements of the RFP - ***RD8 – Federal Regulatory Requirements***

In either case of non-responsiveness and/or non-responsible, Proposer will be notified of such condition and the respective proposal at the sole discretion of BCAG may be rejected without further consideration.

C Best Value Evaluation:

Upon determining a submitted Proposal is Responsive and the Proposer is Responsible, the Selection Committee/Evaluation Team will evaluate respective Proposals utilizing a Best Value Method with this procurement being carried out as a Request for Proposals/competitive negotiation. The Agreement shall be awarded by BCAG using a “Best Value” selection method. “Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel and plans to deliver SERVICES, client references, management plan and any interviews. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency. An award shall be made to the Proposer whose Proposal is determined to be the most advantageous and greatest value to BCAG, based on the Evaluation Criteria.

The Selection Committee/Evaluation Team will review all of the proposals individually and collectively. Following a collective review, any member of the Selection Committee/Evaluation Team may revise their scores independently. A final consensus meeting will be held by the Selection Committee/Evaluation Team to determine which proposal(s) provide(s) the best value for the services contemplated and reside(s) in a competitive range. Proposals that have been determined not to be in the competitive range will be notified in writing they will no longer be under consideration.

At the conclusion of discussion of the Selection Committee/Evaluation Team, Proposer still determined by BCAG to be within the competitive range may, at the sole discretion of BCAG, be afforded the opportunity to submit a revised Proposal as that Proposer's Best and Final Offer (BAFO) with a clear understanding that BCAG will then choose the Proposal, which it finds to be most advantageous based upon the evaluation criteria and final scoring. BCAG reserves the right to make an award to a single Proposer in the competitive range, whose Proposal it judges to be most advantageous to BCAG based upon the evaluation criteria without requesting revised proposals or conducting any written or oral discussions with any Proposer or solicitation of any BAFO.

D. Evaluation Criteria

Listed below is the point scale system by which responsive and responsible Proposals/Proposer will be evaluated and ranked for the purpose of determining any competitive range and any selection of a Proposal for potential award.

1) Management and Technical Competence (20 points Max)

The availability of quality technical resources and personnel to assure performance of the Contract services. This factor will include review and evaluation of the proposed management team (the Key Personnel), any record of the team working together on prior projects, the Proposer's approach to management of the services, and the

Proposers strategies or concepts for enhancing service quality, productivity, and performance.

2) Operations and Maintenance Capability and Experience (20 points Max.)

Demonstrated capability and performance with similar projects, including the Proposers record for on-time performance; its safety record; the suitability of its maintenance plans and programs for vehicles, the Facility, systems, and equipment; its maintenance performance on similar projects; and its overall ability to meet BCAG performance requirements. This factor may include a review of client references; site visits, and past performance.

3) Quality of Staffing Plan and Approach (20 points Max.)

The overall quality of the Proposer/Operator's Staffing Plan, including the Proposers capability of and plans for providing qualified and well-trained staff and personnel for the services to be provided. This factor will include an assessment of the Proposers understanding of the staffing needs and requirements for providing the services described under this RFP and for meeting BCAG's performance and quality standards. This factor will also include an assessment of the Proposers sustainable base pay schedule; and specific plans and programs for promoting employee retention and for rewarding employee performance.

4) Quality of Plans and Submittals (20 points Max.)

The quality of Proposers programs and plans for maintenance, training, safety, CNG management, EV management, ITS, Drug and Alcohol, start-up, and the sufficiency of the submittals required under this RFP. This factor will include an assessment, based on all of the submitted programs and plans, of the Proposer/Operator's ability to enhance service quality, safety, reliability of service and to provide consistently high-quality service meeting BCAG's standards.

5) Pricing Proposal (20 points)

The services to be delivered by the Proposer will occur within a specified yearly operational budget developed and managed by BCAG. Proposer are strongly encouraged to carefully and thoughtfully develop a cost that can be considered reasonable by the Selection Committee/Evaluation Team.

Technical scores up to eighty (80) base Technical points and Price twenty (20) Base Price points are available. Price points will be calculated by dividing the lowest price offered by the Proposal price being scored and multiplying the quotient of the calculation by (20); (Low offer divided by next highest offer) times 20 points. The Price Proposals will be evaluated by the Contracting Officer. Additional pricing points may be gained as stated elsewhere in the RFP per "E.4.Personnel.h". Scoring of the Evaluation Criteria based on the evaluator's assessment in the areas described in items 1-4 above based on the following:

Exceptional: Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

Good to Superior: Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

Adequate: Minimally compliant with solicitation requirements; with errors, omissions, discrepancies, weakness or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

Poor to Deficient: Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

Unacceptable: Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses or risks. Proposals in this range will receive 0 to 59% of the points available for the category.

Best and Final Offer (BAFO) – If BAFO's are solicited, submittal dates and times will be specified by the Contracting Officer. Any modifications to the initial proposals made by a Proposer/Operator in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by the Selection Committee/Evaluation Team and will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFOs. Proposer will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered too high with respect to the marketplace or unacceptable.

Oral discussions/interviews - BCAG reserves the right to conduct oral discussions, or not, and/or request interviews, or not, with any Proposer/Operator(s) for any reason to clarify any information in submitted proposals for the purpose of determining the Best Value for the requested services.

- E. **Negotiation and Selection:** Upon completing the evaluation process, the Contracting Officer and Executive Director of BCAG shall have the final authority in determining which firm/Proposer/Operator best suits the needs of BCAG and recommend approval of an agreement to the BCAG Board of Directors during a regularly scheduled BCAG Board of Directors Meeting.

REQUIRED FORMS – ATTACHMENT CHECKLIST – Package A

Package A must include the items identified below. Complete this checklist to confirm the items in your Proposal. Place a check mark or "X" next to each item that you are submitting to BCAG. All Forms identified below are applicable to this Request for Proposal (RFP) and must be returned, as instructed, for your Proposal to be responsive **Return this checklist with your Proposal Package A.**

******* Note: Regarding all below stated documents, Proposer shall be synonymous with any form of the words Consultant, Contractor and Operator *******

Proposal and Forms

NOTE: This Checklist with the following must be included with the Proposal Package:

- Form 1 - Lobbying Certification and Disclosure of Lobbying Activities (Fill in, Sign and Date)
- Form 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (Date, Signature Company and Title)
- Form 3 - Equal Employment Opportunity Certification (Fill in and Sign at Bottom)
- Form 4 - List of Proposed Subcontractors (Fill out or DNA)
- Form 5 – Public Contract Code Section 10162 Questionnaire (Yes or No)
- Form 6 - BCAG – Non-Collusion Affidavit (Signature at Bottom)
- Form 7 - Public Contract Code Section 10285.1 Statement (Signature at Bottom)
- Form 8 - Proposer/Operator Certification Clauses and Proposal Signature Page. (Must be filled out, dated and signed)
- Form 9 – Local Agency Proposer/Operator/Bidder DBE – (Consultant Contracts) Information. (Must be filled out as indicated) **Note – Form 9A and 9B are supplemental information only and not required to be submitted with Form 9 in the Submittal Package A*
- Form 10 – Current Client References (Must be filled out as indicated)
- Form 11 – Certification Regarding Alcohol Misuse and Prohibited Drug Use (Must be filled out as indicated)
- Form 12 –Request for Pre-Offer Change or Approved Equal (Must be filled out as indicated)
- Form 13 –Request for Proposal Deviation (Must be filled out as indicated)
- Form 14 –Addenda Acknowledgment (Must be filled out as indicated)
- Insurance Certificate

Form 1

LOBBYING CERTIFICATION

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

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

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

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

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

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

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

Signature of CONSULTANT'S Authorized Official

Name and Title of CONSULTANT'S Authorized Official

Date _____

Form 1 (cont'd)

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

No Lobbying Activities Performed by Proposer (check if true and skip to signature box beside box 16)

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year ___ quarter ___
date of last report ___

4. Name and Address of Reporting Entity

Prime Subawardee
Tier ____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ Actual planned

13. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
b. in-kind; specify: nature _____ value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Form 1 (continued)

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form 2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BCAG may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to BCAG if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact BCAG for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BCAG.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, BCAG may pursue available remedies including suspension and/or debarment.

Form 2 (continued)

10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____

Company Name _____

Title _____

Form 3

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION AND AFFIRMATIVE ACTION PROGRAM/PLAN

The Proposer/Operator _____,
proposed sub-consultant _____, hereby certifies
that he has _____, has not _____ participated in a previous contract or subcontract subject to the equal
opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, he has filed with the
Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government
contracting or administering agency, or the former President's Committee on Equal Employment Opportunity,
all reports due under the applicable filing requirements and has an Affirmative Action Program/Plan in place
that will be utilized for this agreement. **Attach Affirmative Action Plan/Program with Form and Proposal
Submittal**

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary
of Labor (41 CFR 60-1.7(b)(1) and must be submitted by Proposer and proposed sub-consultants only in
connection with contracts and subcontracts which are subject to the equal opportunity clause.
Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR
60-1.5 (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their
implementing regulations.

Proposer and proposed sub-consultants who have participated in a previous contract or subcontract
subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-
1.07(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report
covering the delinquent period or such other period or such other period specified by the Federal
Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of
Labor.

The above certification is part of the Proposal. Sign below to acknowledge understanding.

Proposer/Operator Signature: _____

Form 4

The Proposer/Operator shall list the name and address of each proposed subcontractor, to whom the Proposer/Operator expects to subcontract portions of the work. **(If no Subcontracts are proposed please indicate by entering "DNA" (Does Not Apply))**

LIST OF PROPOSED SUBCONTRACTORS (DBE's to also be reflected on Form 9)

Add sheets if necessary

Company: _____
Address: _____ City, State, Zip: _____
Telephone: (____) _____ Fax: (____) _____ email: _____
Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____
Address: _____ City, State, Zip: _____
Telephone: (____) _____ Fax: (____) _____ email: _____
Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____
Address: _____ City, State, Zip: _____
Telephone: (____) _____ Fax: (____) _____ email: _____
Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____
Address: _____ City, State, Zip: _____
Telephone: (____) _____ Fax: (____) _____ email: _____
Certified DBE? _ Yes _____ No If yes, provide certification # _____

Form 5

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
(Must Check Yes or No)**

In accordance with Public Contract Code Section 10162, the Proposer/Operator shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Proposer/Operator, any officer of the Proposer/Operator, or any employee of the Proposer/Operator who has a proprietary interest in the Proposer/Operator, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government PROJECT because of a violation of the law or a safety regulation?

Yes _____

No _____

If the answer is Yes, explain the circumstances in the following space.

Form 6

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

NON-COLLUSION AFFIDAVIT

(Title 23, United States Code Section 112 and Public Contract Code 7106)

In conformance with **Title 23, United States Code, Section 112 and Public Contract Code 7106**, the Proposer/Operator declares that the proposal is not made in the interest of or on behalf of, an undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the Proposer/Operator has not directly or indirectly induced or solicited any other Proposer/Operator to put in a false or sham proposal, and has not directly or indirectly colluded or conspired, connived, or agreed with any Proposer/Operator or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer/Operator has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer/Operator or any other Proposer/Operator, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer/Operator, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further that the Proposer/Operator has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with **Public Contract code Section 10232**, the Proposer/Operator, hereby states under penalty of perjury, that no more than one final appealable finding of contempt of court by a federal court has been issued against the Proposer/Operator within the immediately preceding two-year period because of the Proposer/Operator's failure to comply with an order of a federal court which orders the Consultant to comply with an order of the National Labor Relations Board.

Note: The Equal Employment Opportunity Certification (Form 1), the above statement, the Questionnaire (Form 3) and this, this statement and Non-Collusion Affidavit are part of the proposal.

Proposer are cautioned that making a false certification may subject the certifier to criminal prosecution. The above certification is part of the Proposal. Sign below to acknowledge understanding.

Proposer/Operator Signature: _____

Form 7

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer/Operator hereby declares under penalty of perjury under the laws of the State of California that the Proposer/Operator has___, has not ___ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the proposing upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer/Operator" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Proposer/Operator must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Proposer are cautioned that making a false certification may subject the certifier to criminal prosecution. Sign below to acknowledge understanding.

Proposer/Operator Signature: _____

Form 8

Proposer/Operator Certification Clauses and Proposal Signature

PROPOSER/OPERATOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Consultant has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Consultant may be ineligible for award of any future BCAG agreements if BCAG determines that any of the following has occurred: (1) the Consultant has made a false certification or has violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.).

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Consultant certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a Federal court, which orders Consultant to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **UNION ORGANIZING:** Consultant hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Consultant hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Form 8 (Cont'd)

DOING BUSINESS WITH BCAG

The following laws apply to persons or entities doing business in the State of California.

1. LABOR CODE/WORKERS' COMPENSATION: Consultant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
2. AMERICANS WITH DISABILITIES ACT: Consultant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
3. CONTRACTOR NAME CHANGE: An amendment is required to change the Consultant 's name as listed on this Agreement. Upon receipt of legal documentation of the name change BCAG will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Consultant is currently qualified to do business in California in order to ensure that all obligations due to BCAG are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Consultant performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Consultant shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

Form 8 (Cont'd)

By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California that the included questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the Proposer/Operator has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California administrative Code). By my signature on this proposal I Further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 code of Federal Regulations, Part 29 Debarment and Suspension certification are true and correct. (Forms 1-8)

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct and that I am duly authorized to legally bind the prospective Proposer/Operator to the clauses listed above. This certification is made under the laws of the State of California. The **undersigned is duly authorized to certify that the contents of the technical proposal are true and accurate and the commitment to perform the requested services is certified for a 90 day period.**

Proposer/Operator Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

NOTE - If Proposer/Operator is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation: if Proposer/Operator is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership: and if Proposer/Operator is an individual, his signature shall be placed above. If signature is by an agent other than of an officer of a corporation or a member of a partnership, a power of attorney must be on file with BCAG prior to opening proposals or submitted with the proposal; otherwise, the proposal will be discarded as irregular and unauthorized.

Form 9 (Cont'd)

Local Agency Proposer/Operator-DBE (Consultant Contracts)-Information

This information shall be provided by the successful Proposer/Operator/Bidder with the award document.

- Preliminary Engr.
 Studies
 Environmental Document
 Prelim Design
 Professional Services
 Final Design Right of Way
 Right of Way Engineering
 Right of Way Utility Relocation
 Construction
 Construction Engineering
 Construction Management
 Contractor/Transit Services

AGENCY: **Butte County Association of Governments/Butte Regional Transit** LOCATION: **Chico, Butte County**

PROJECT DESCRIPTION: **Administration and Operation of Butte Regional Transit**

BCAG Work Element Number:

FEDERAL-AID PROJECT NUMBER:

TOTAL CONTRACT AMOUNT: **DNA.**

FEDERAL SHARE (For local agency to complete): **DNA**

PROPOSAL/BID DATE:

PROPOSER/OPERATOR'S/BIDDER'S

NAME: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs ¹ (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are helpful. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and the Special Provisions. 1. Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own DBE forces. 2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.			Total Claimed Participation \$ _____ _____ %	_____ Signature of Proposer/Operator _____ Date (Area Code) Tel. No. _____ Person to Contact (Please Type or Print)

Form 9

**INSTRUCTIONS - LOCAL AGENCY PROPOSER/OPERATOR/BIDDER-DBE (CONSULTANT CONTRACTS)
INFORMATION FORM (Revised 10/05)**

The form requires specific information regarding the consultant contract: Agency, Location, PROJECT Descriptions, Contract Number (assigned by local agency), Federal Aid PROJECT Number (if available and required and as assigned by Local Agency or FTA), Total Dollar Contract Amount, Proposal/Bid Date, and Proposer/Operator's/Bidder's Name.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (include DBE address and phone number).

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your proposal/bid pursuant to the Contract Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.)

Form 9 - must be signed and dated by the person proposing/bidding. At a minimum this form must be returned and is a required element prior to any contract award. Also list a phone number in the space provided and print the name of the person to contact.

Note: If no DBE participation is to be claimed or is unknown at the time of proposal submittal, indicate this is the box titled "Total Claimed participation" as either "0" for no participation claimed or "UK" for unknown at this time.

Form 9A

Notice to Bidders/Proposer Disadvantaged Business Enterprise Information

NOTICE TO PROPOSER/BIDDERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

(Note: Portions of all Form 9A may not apply for all agreements dependent upon scope of services required)

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "Proposer/Operator" or "offerer."
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/Proposer/Operator shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposer are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

A "Local Agency Proposer/Operator/Bidder-DBE (Consultant Contracts)-Information" form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

Form 9A (cont'd)

- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer/Operator may call (916) 440-0539 for web or download assistance.

- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

Click on the link in the left menu titled Find a Certified Firm

Click on Query Form link, located in the first sentence

Click on Certified DBE's (UCP) located on the first line in the center of the page

Click on Click To Access DBE Query Form

Searches can be performed by one or more criteria

Follow instructions on the screen

"Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form

- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBEs MAY COUNT AS FOLLOWS:

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

Form 9A (cont'd)

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Form 9B

Standard Agreement for Subcontractor/DBE Participation

(Note: Portions or all of Form 9B may not apply for all agreements dependent upon scope of services required)

1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposer who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the

final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
- 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans' Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days

Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Form 10
Current Client References

Proposer by its signature below, certifies that the following references supplied to other clients over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

	Agency Name:	Contact Name and Phone	Year
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Signature: _____

Name: _____

Date: _____

Company Name: _____

Title: _____

Form 11

Certification Regarding Alcohol Misuse and Prohibited Drug Use

- 1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR Part 655, Subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

- 2) The undersigned 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 Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (9)), between Purchaser (CITY) and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature _____

Name _____

Date _____

Company Name _____

Title _____

Form 12
Request for Pre-Offer Change or Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in ***“IV Proposal Timeline”***, and in no case shall be considered later than 5pm 7 Days prior to stated Question Submittal Deadline in ***“IV – Proposal Timeline - Question Submittal Deadline”***

Request Number: _____ Proposer: _____

Email: _____ Phone Number: (____) _____

Page Number: _____ Section: _____

Question/Clarification or Approved Equal: *(Write in space below and forward to Contracting Officer as stated in RFP)*

Form 13

Request for Proposal Deviation

This form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the Proposal and/or Sample Contract and must be submitted as far in advance of the Due Date as specified in ***“IV “Proposal Timeline”,*** and in no case shall be considered later than 5pm 7 Days prior to stated Question Submittal Deadline in ***“IV – Proposal Timeline - Question Submittal Deadline”***

Deviation Number: _____ Proposer: _____

Email: _____ Phone Number: (_____) _____

Page Number: _____ Section: _____

Detailed description of Requested Deviation: *(Write in space below and forward to Contracting Officer as stated in RFP)*

Rationale in support of Proposed deviation. Must also identify the Pros and Cons of proposed deviation

Form 14

Addenda Acknowledgment

_____ (Name of CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

REQUIRED FORMS – ATTACHMENT CHECKLIST – Package B

Package B must include the items identified below. Complete this checklist to confirm the items in your Proposal. Place a check mark or “X” next to each item that you are submitting to BCAG. All Forms identified below are applicable to this Request for Proposal (RFP) and must be returned, as instructed, for your Proposal to be responsive **Return this checklist with your Proposal Package B.**

****** Note: Regarding all below stated documents, Proposer shall be synonymous with any form of the words Consultant, Contractor and Operator ******

Proposal and Forms

NOTE: This Checklist with the following must be included with the Proposal Package for Pricing Forms:

- C - 1 – Total Price and Cost Components (Fill in)
- C - 2 – Annual Vehicle Service Hours Cost (Complete, Sign and Date)
- C - 3 - Startup Cost Components on (Fill in)
- Summary of Financial Stability – 2 Years Audited Financial Statements (Attach)

**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
Wages and Benefits					
GM Wages					
GM Fringes					
Wages - Operations All Others					
Fringes - Operations All Others					
Maint. Manager Wages					
Maint. Manager Fringes					
Wages - Maint. All Other					
Fringes - Maint. All Other					
Other Wages and Benefits (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					
Bonding					
Miscellaneous					
Total Services					
Associated Expenses					
Corporate Support					
Capital Outlay					
* Startup Costs (From C-3)					
Debt Service					
Taxes					
Corporate					
Other					
Total Associated Expenses					
Profit					
Total Price					

Definitions in accordance with practice outlined in Government Accounting, Auditing and Financial Reporting. National Committee on Governmental Accounting. Government Finance Officers 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
Estimated Annual Vehicle Service Hours					
Fixed Route Vehicle Service Hours	60,492	60,492	60,492	60,492	60,492
Paratransit Vehicle Service Hours	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
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: _____

C-3 - Start Up Cost Components

THIS FORM SHOULD REFLECT ALL START UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS. USE BLANK CELLS AS NEEDED. PLEASE DESCRIBE ALL COSTS INCLUDED IN MISCELLANEOUS COSTS SECTION

	Projected Expense
Utilities/Telephone	
Office Supplies	
Operator Uniforms	
Relocation Costs	
Training Costs	
Wage/Benefit Costs	
Insurance	
Ineventory Set Up Costs	
Leasehold Improvements	
Coporate Support	
Other Miscellaneous Costs	
TOTAL	\$

NOTE: The total start up cost must be shown in Exhibit C-1

EXHIBIT A – SCOPE OF WORK

I. SCOPE OF WORK:

(Note: The term “Contractor” and “Operator” as referenced within this Scope of Work shall also mean “Proposer” as stated in the Request for Proposals (RFP). All statements in the RFP that identify additional criteria, further definition or requirements are explicitly understood by “Proposer” to be complementary to this Scope of Work

- A. General:** The Contractor shall operate ADA Complementary Paratransit services including Subscription services; Fixed Route services including Regional, County, Commuter and Intercity routes for BCAG, the system map, vehicle inventory and equipment inventory are as follows: The Contractor shall be responsible for the maintenance and repair of all BCAG owned non-revenue vehicles, any charging/fueling stations, and the BCAG facilities.

1. Motor Bus (MB) and Commuter Bus (CB)

- (a) Attachment A1 – Fixed Route Services.
- (b) Attachment A2 – Fixed Route System Maps and Paratransit Riders Guide
- (c) Attachment A3 - Vehicle Inventory
- (d) Attachment A4 – Equipment Inventory (non-vehicle)

2. ADA Complementary Paratransit & Dial-A-Ride (DR)

- (a) The Contractor shall provide complementary paratransit service in accordance with the Americans with Disabilities Act of 1990, and any subsequent updates.
- (b) Service Window is the time a patron is scheduled for pick-up. Rides are scheduled such that the Contractor must pick up the passenger up to 15 minutes before or 15 minutes after the scheduled pick up time and still be considered “on time”.
- (c) Paratransit and Dial-A-Ride (DR) service operates the same hours as the fixed route system with core hours between 6:00am and 9:00pm weekdays and 7:00am and 8:00pm Saturdays and Sunday. 8:00am and 6:00pm in the Chico division and 6:00am and 8:00pm weekdays and 8:00am and 5:00pm Saturdays.
- (d) Reservations shall be accepted 8:00am -5:00pm Monday through Sunday. On holidays a phone answering machine may be used but all reservations for the following day must be addressed prior to the start of operations on that following day. Certified riders may reserve rides from the day before up to 14 days in advance. Negotiated Arrival Time Under provisions of the ADA, service the Contractor may negotiate an arrival time of up to one hour from a customer’s request for service and be considered to have met the customer’s request. All reservations are taken in Chico.
- (e) Subscription trips are trips generally for developmentally disabled riders going to workshops. BCAG handles coordination with the Far Northern Regional Center, for placement with the Contractor and any special pass sales. The Contractor shall be responsible to review subscription service monthly and shall provide BCAG with a revised listing of subscription service pick-ups and drop-offs, their schedule and productivity.
- (f) Quarterly all subscription routes shall be reviewed and revised to improve performance.
- (g) The Contractor shall empty fareboxes daily unless otherwise specified, deposit cash daily into a bank account designated by BCAG, report daily deposits every day to BCAG, and ensure

that the total fares correspond to the reported number of passengers carried by zone.

- (h) The Contractor's drivers shall honor all BCAG fare media; and ensure that each patron is eligible for service and collects the appropriate Rider Fare before service is provided.
- (i) The Contractor shall track individually the number of all Paratransit and DR pickups and drop-offs by jurisdiction and report them monthly by utilizing Client's Software. Subscription trips will be tracked by pick up location only.
- (j) The Contractor shall provide for six reservation stations. CONTRACTOR shall provide adequate staff so that time on hold for customers is kept to a minimum. Maximum hold times may be established. Contractor proposed staffing for reservationists shall be a minimum of 3 persons at all times during normal operating hours of the service as agreed upon by Contractor and BCAG.
- (k) The Contractor shall maintain, repair and replace as needed (to be determined by BCAG) all BCAG provided computers and associated hardware.
- (l) The Contractor staff shall maintain a professional, courteous attitude at all times. To the best of their abilities, all personnel assigned to this project shall answer, any passenger questions regarding the provision of service. The Contractor staff shall refrain from any discourteous or rude conduct, or profane language. BCAG has zero tolerance for such behavior and any such behavior shall be grounds for immediate removal from the project. For Quality Assurance purposes BCAG reserves the right to "listen-in" and record conversations by reservationists, customer service, route and schedule information, staff, etc.
- (m) The Contractor shall maintain the cleanliness and appearance of all BCAG owned and Contractor assigned vehicles according to (at a minimum) the requirements of ***"RD3 - Vehicle Cleaning and Appearance"***

B. Performance Requirements: The Contractor shall be required to perform all services diligently, carefully, and in a professional manner; to have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform the Contractor's obligations under the subsequent agreement; to furnish all and sufficient labor, supervision, machinery, equipment, material, and supplies necessary therefore (other than equipment supplied by BCAG.) The Contractor shall be responsible for the operation and maintenance of all Revenue and Non-Revenue Vehicles, plus spares, and for all other labor, equipment, insurance, supplies, storage, and facilities, other than marketing, schedules and fare media.

C. Contractor Duties

- (1) The Contractor shall coordinate, manage, and control all activities necessary to perform the Work and carry out its responsibilities under the subsequent agreement, which include, but are not limited to, the following: maintaining all Revenue Vehicles and other vehicles; providing any support vehicles needed in addition to the Non-Revenue Vehicles provided by BCAG; providing operators, mechanics, and all other project personnel; training personnel; developing administrative procedures and financial records; providing security for the Revenue and Non-Revenue Vehicles and the Facilities; and suggest methods to improve effectiveness and maximize service efficiency.
- (2) The Contractor shall be responsible for the costs of all equipment and supplies necessary for performance of services (other than equipment specifically identified as provided by BCAG), as well as for the cost of maintaining, repairing, and replacing as needed (to be determined by BCAG) all equipment or supplies and for maintaining and repairing the CNG Stations; the

Facilities; ITS components (including hardware); Revenue, Non-Revenue Vehicles; and replacing vehicle components (including major components such as engines and transmissions) and parts as necessary.

- (3) In operating services, emphasis will be placed on maintaining courtesy to passengers, adequate training, policies designed to minimize employee turnover and maximize on-time performance, providing well-maintained and mechanically safe vehicles, and providing back-up vehicles in an expeditious manner in the event of breakdowns and other service-related items that affect the reliability of service and otherwise carrying out all contractual obligations in a safe and reliable manner.
- (4) All required reports and invoices shall be submitted by the tenth (10th) day of the following month.

D. BCAG Duties: BCAG shall be responsible for carrying out its obligations, which include: providing Revenue Vehicles, equipment and inventory; providing the ITS system and components; posting and maintaining bus stop signs; providing fare media including, but not limited to, blank and preprinted fare media; providing planning and marketing services; and paying CNG, diesel and unleaded fuel costs for Revenue Vehicles supplied by BCAG. It is explicitly understood the 10 acres on which the facility resides, all buildings and equipment not provided by the Contractor are in fact owned by BCAG and are provided for the Contractor under which to deliver SERVICES.

II. SPECIAL SERVICE HOURS

- A. General:** BCAG may, in its discretion, request the Contractor to operate Special Service Hours that are in addition to the routes set forth in Attachment A-1. Any such request shall be made in writing and shall be made not less than (10) ten days in advance of the date the Special Services will be needed. Under its agreement BCAG may request Special Services upon shorter notice or request period, the Contractor agrees it will make a good faith effort to provide such services within the timeframe requested, but not to the detriment of BCAG Revenue Service under the Agreement. The Contractor shall provide, if requested, up to four (4) hours monthly (cumulative by fiscal year) of Special Service hours for Marketing and other services and activities at no additional cost to BCAG.

III. STAFFING AND PERSONNEL REQUIREMENTS

A. General

- (1) The Contractor shall be solely responsible for the satisfactory work performance of all its employees as described in the agreement or in any reasonable performance standard established by BCAG. The Contractor shall be solely responsible for payment of all its employees' and/or subcontractors' wages and benefits
- (2) Without any additional expense to BCAG, the Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and the Americans with Disabilities Act. The Contractor shall hold BCAG harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of statutory, regulatory, or contractual obligations to employees.

B. General Manager: The Contractor shall designate a General Manager who shall oversee the proper operation of services and overall performance of the Work. The General Manager shall be 100 percent dedicated to providing services for BCAG.

C. Key Personnel

- (1) The Contractor shall maintain the Key Personnel identified in its Proposal throughout the Contract Term. The Key Personnel shall include, the Contractor General Manager, Human Resources Manager, Safety/Training Manager, Maintenance Manager, Fixed Route Manager and Paratransit Manager. All of the Contractor's Key Personnel shall be 100 percent dedicated to providing services for BCAG, unless otherwise approved in writing by BCAG. If BCAG approves a variance to the time dedication level of any supervisory staff, this variance is subject to immediate reversal at the discretion of BCAG.
- (2) The Contractor shall provide all Key Personnel and other senior staff with a copy of the subsequent agreement and shall require all such individuals to read review and become familiar with the agreement. The Contractor shall submit a certification to BCAG signed by all Key Personnel and senior staff indicating they have read and understand the agreement.

D. Changes in Key Personnel

The Contractor shall not, without prior written notice to and written consent from BCAG, remove or reassign any Key Personnel identified in its Proposal, or appoint any new individual to any Key Personnel position (whether in an acting or permanent capacity), at any time during the Contract Term. However, the Contractor may, following written notice and satisfactory explanation to and acceptance by BCAG, remove any such individual for misconduct or cause pursuant to the Contractor's established personnel policies.

E. Requirement for a Qualified Workforce: Compliance with Staffing Plan.

- (1) The Contractor shall provide and maintain throughout the Contract Term a sufficient number of properly qualified personnel, having the necessary skills, training, and experience to operate and maintain the Revenue and Non-Revenue Vehicles as well as related equipment and systems used to perform the Work, to maintain the Chico Facilities and to provide all other services and tasks required in the performance of the Work. The number, qualifications, experience, and class, craft, or position of the personnel provided shall be in accordance with the Staffing Plan submitted by the Contractor in its Proposal. The Contractor shall comply with its Staffing Plan throughout the Contract Term, and no change may be made in the Staffing Plan during the Contract Term without the prior written approval of BCAG.
- (2) As noted in the RFP, the Staffing Plan shall include Operations and Maintenance Trainers, individuals qualified to operate and maintain vehicles and equipment such as CNG compressors and all other CNG components as well as technical experts qualified, knowledgeable and experienced in ITS components; GFI fareboxes and other fare equipment; destinations signs; electronic repair of MDTs, GPS, APCs, voice annunciators, security cameras and systems, radios etc.
- (3) All of the Contractor's employees, at all times while on duty in the performance of service required under the agreement, shall be neatly and cleanly dressed and shall at all times maintain a courteous and cooperative attitude in their contact with the public. All such personnel who are likely to be in contact with the public shall be trained by Contractor to give accurate

information concerning routes and schedules of services as approved by BCAG.

- (4) 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, yet not be limited to, operating electronic equipment, including cash register, selling BCAG provided fare instruments, selling fare media of 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 shall staff the Transit Kiosk during the following hours: 7:30 A to 5:30 P, Monday through Friday.
- (5) The BCAG Executive Director shall have the right to demand the removal from services under the Agreement, for reasonable cause (as decided by BCAG), any personnel (including key personnel and supervisory staff) furnished by the Contractor. Any such demand shall be made in writing and shall be promptly complied-with by the Contractor.

F. **Uniforms and Appearance:** The Contractor shall assure that its employees comply with the BCAG Uniform Policy set forth in "***RD4 – Operator Uniform Policy***" Vehicle operators shall be in uniform acceptable to BCAG and shall wear badges clearly displaying their first name and employee ID number while performing their duties and shall display nameplates in their Revenue Vehicles also displaying their first name and employee ID number. Upon notice from BCAG concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, the Contractor shall take all steps necessary to remove or remediate the cause of the objection.

G. **Specific Qualifications for Operators, Mechanics, and Supervisors**

- (1) **Operators:** The Contractor shall require each vehicle operator to have and maintain all required California drivers' licenses, medical certificates, and other California Department of Motor Vehicles (DMV) required driver qualifications. The Contractor shall conduct pre- employment DMV checks of all prospective employees, including all independent Contractor or subcontractor employees hired for the services, and shall check DMV records at least every six months for accidents, vehicle code violations, and valid driver's licenses of all employees whose jobs require them to operate BCAG vehicles. The Contractor shall notify BCAG of the results of such checks and the corrective actions taken, if any. The Contractor shall also conduct pre-employment criminal background checks on all prospective employees and shall not without BCAG written consent hire any individual with a felony conviction to work on services under the subsequent Agreement.
- (2) **Maintenance:** Maintenance personnel shall have certifications where available or previous experience (if certificate is not available). These include but are not limited to ASE Automotive, Transit Bus, and/or Heavy-Duty Truck; GFI fareboxes; destinations signs; electronics repair of MDTs, GPS, APCs, voice annunciators, security cameras and systems, radios etc.; etc. The Contractor maintenance staffing plan must include a ratio of each type of staff (Mechanics A, B, C).
 - (a) BCAG has determined through experience that the most efficient ratios are as follows: 50% A, 30% B and 20% C technicians. Deviations from this formula may be acceptable but should be thoroughly explained to substantiate that Contractor is capable of maintaining the BCAG fleet in an acceptable state of good repair with a minimum of sufficient vehicles to support daily requirements for service plus a minimum of 2 additional spare vehicles per mode to handle unexpected mechanical breakdowns during service hours.

(b) Contractor must submit the technician staffing level in terms of the number of technician hours

available by vehicle type per 1,000 miles driven. Hours available per technician must take into account holidays, sick days, vacations and paid breaks.

Reference: (BEST FLEET MANAGEMENT PRACTICES AND PERFORMANCE MEASURES MANUAL, *Spectrum Consultants Inc. and California Fleet News Publishing*) and must be included in the staffing plan. BCAG has determined through experience that if all service work and mechanical repairs are performed in house it would require the following hands on minimums to properly maintain the fleet:

- (1) 10 hours per 1,000 miles for 35, 40' & 45' transit, intercity & commuter buses.
- (2) 6.0 hours per 1,000 miles for cutaway buses.
- (3) 1.5 hour per 1,000 miles for support vehicles.
- (4) Adjustments for outside contracted repairs such as major component overhauls, etc. should be considered and documented in any Proposal.

(c) Additionally, the Contractor's maintenance staffing plan should include a supervisor for every shift; the number of parts clerks; maintenance/parts administrators; servicers; fuelers; washers; and hostlers. Furthermore, the staffing plan should identify how many of each staffing position will be "on duty" for each shift. A description of maintenance positions and qualifications is included in "**RD1 Maintenance Staff Qualifications**" Innovative ideas and methodologies for improved efficiencies should be included for consideration. All maintenance personnel that are required to operate vehicles outside the Facilities shall be required to adhere to the same training and licensing as the Contractor's vehicle operators.

(3) The Contractor shall assure and document in writing that all operators, maintenance, and other personnel are fully and adequately trained, and shall have all required licenses and certifications, to carry out their respective responsibilities regarding the operation, maintenance, and fueling of the CNG and unleaded vehicles and the operation and maintenance of all equipment and systems used in the performance of the Work, including fareboxes, destination signs, and ITS. The Contractor shall also assure and document in writing that all operations and maintenance trainers are fully and adequately trained on the MMS maintenance management system.

H. **Compliance with Contractor Programs:** 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 180 hours per operator (40 hours classroom, 60 hours behind the wheel, and 80 hours of revenue service training) and this is to be documented with quarterly reports to BCAG.

I. **Systems Security and Emergency Preparedness Plan**

(1) The Contractor shall incorporate and update the BCAG Systems Security and Emergency Preparedness Plan (SSEPP), Guidelines for Transit Threat Management and a Continuity of Responsibility Chart.

(2) The Contractor shall assure and document in writing that all operators are trained for safety and security under the NTI Safety, Security, and Crises Management Booklet.

(3) The Contractor's Plan has been incorporated into the BCAG Emergency Operations Plan. and include incorporation of all changes in the SSEPP to the BCAG Emergency Operations Plan, coordinating this effort with the BCAG Disaster Preparedness Coordinator.

- J. Compliance with Drug and Alcohol Testing Policy:** The Contractor shall comply with its Drug and Alcohol Testing Policy and with BCAG's Drug and Alcohol Policy (established in compliance with 49 C.F.R. Parts 653 and 654, as set forth in "**RD5 - Butte Regional Transit B-Line Contractor Drug and Alcohol Monitoring Policy & Procedures**") and those regulations as may be required by FTA. The Contractor shall maintain random testing information and make it available for FTA reviews/audits. The Contractor shall schedule and meet quarterly with BCAG's Contract Compliance Manager to review The Contractor's compliance and to visit the Contractors D&A collection site(s) to assure FTA compliance. The Contractor shall make other information regarding its surveillance program available to BCAG upon request in accordance with any BCAG procedures.
- K. Worker's Compensation:** The Contractor certifies that it is aware of the provisions of Section 3700 et. seq., of the Labor Code which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees that it will comply with such provisions and submit satisfactory evidence to BCAG of such insurance or self-insurance before commencing the performance of Work under the Agreement and annually thereafter.
- L. Additional Personnel and Services:** If service under the Agreement is increased, requiring changes in the number of Revenue Vehicles, number of routes, and/or service frequency, the Contractor must have available, or be able to acquire in a timely fashion, any additional personnel required for the provision of such additional service.
- M. Employees of Prior Operator**
- (1) The Contractor shall be subject to and comply with the provisions of California Labor Code Sections 1070 – 1074 regarding retention of employees of the prior Contractor.
 - (2) The Contractor delivering services must **(A)** recognize any union which represented the workforce of a prior Contractor (except as may otherwise be required by applicable law); and **(B)** assume or otherwise be bound by the terms and conditions of any collective bargaining agreement (CBA) between that prior service provider and any union. Refer to CBA included as Reference Documentation.

IV. VEHICLES, MAINTENANCE, AND RELATED REQUIREMENTS

- A. Revenue Vehicles:** BCAG shall provide sufficient Revenue Vehicles, including spares of at least 20% as prescribed by FTA, for use by the Contractor in providing the services required under the Agreement. BCAG-provided Revenue Vehicles shall not be used for any non-revenue purposes with the exception of training and occasional marketing as directed or allowed by BCAG. The listing of Revenue Vehicles provided to the Contractor at the commencement of services under the agreement is set forth in Attachment A-3. It should be noted and considered in the Contractor's price Proposal that BCAG is procuring and will have in service on or near the commencement of this contract several new 40' buses to replace and supplement existing inventory. The current fleet meets spare ratio requirements.
- B. Non-Revenue and Other Vehicles**
- (1) The Contractor shall provide shop trucks and tow trucks, or tow service needed to provide services under the agreement.
 - (2) The Contractor shall provide and maintain their own Non-Revenue vehicles as needed.

C. Initial Inspection and Condition Upon Return

- (1)** Prior to the Commencement Date, the Contractor shall participate with BCAG in an acceptance inspection of all BCAG provided Revenue Vehicles (including farebox and related fare collection equipment) for purposes of establishing the overall condition of the vehicles as of the time the Contractor commences work under the Agreement. Following the Commencement Date, the Contractor shall assume responsibility for maintenance and repair of all BCAG provided Revenue Vehicles in accordance with the Agreement.
- (2)** Upon termination of the Agreement (for whatever reason), the Contractor shall warrant that the Revenue Vehicles have been properly serviced and maintained, and are in good repair, in accordance with the Agreement, and shall return such vehicles to BCAG in sound mechanical condition, subject to ordinary wear and tear.

D. Vehicle Turnover Process

- (1)** At least thirty (30) days prior to the termination date of the Agreement, BCAG may contract with a third-party Vehicle Maintenance and Inspection firm to inspect all revenue and non-revenue vehicles to report on existing condition of vehicles. Defects will be listed either as normal wear and tear and an acceptable condition which is available for revenue service, or deficient and not acceptable for revenue service according to BCAG standards and the current Contractor will be responsible for repairs. The current Contractor, and the Contractor taking over operations and maintenance responsibility, may participate in the vehicle inspection process set forth in this subsection. Any discrepancies noted by the third-party inspection vendor that are subject to dispute will be decided by BCAG's Maintenance and Facilities/General Services Director or Designee and his or her decision will become final.
- (2)** The turnover inspections will be performed by a third-party vendor with oversight by a BCAG representative, a representative for the New Operator, and a representative from the current Contractor. The New Operator's may request a third-party auditor be used for the turnover (audit) process. If BCAG agrees, the New Operator will be solely responsible for all expenses related to such an audit.
- (3)** The purpose of the turnover process will be to establish the condition of the Revenue Vehicle fleet, as of the review date, and to determine the specific repairs and maintenance that must be performed, by vehicle, in order to assure that all Revenue Vehicles will meet the vehicle condition requirements specified in subsection (c)(2). The current Contractor shall be solely responsible for promptly completing all repairs and/or maintenance identified in the audit as necessary to meet such vehicle condition requirements and shall also be solely responsible for the cost of all such repairs and maintenance.
- (4)** If any dispute arises in the turnover process, BCAG shall first attempt to facilitate the resolution of such dispute through meetings and/or a conference with the Contractor and the New Operator. BCAG's Maintenance and Facilities/General Services Director will make the final decision. However, either the current Contractor or the New Operator may invoke a mandatory arbitration process, using an outside neutral arbitrator selected by BCAG, for a final and binding decision on all matters in dispute and the cost of which will be born equally by both parties. Prior to binding arbitration, BCAG may, in its discretion, require the parties to participate in a mediation process conducted by a neutral third party selected by BCAG and again the cost of which will be divided equally between the 2 Contractors.

(5) By execution of the Agreement, the Contractor hereby consents to the mediation and arbitration process described in paragraph four (4) and further agrees to comply fully with any resulting arbitration decision.

(6) The costs of any mediation or arbitration under this subsection shall be borne equally by the Contractor and the New Operator.

E. **Spare Ratio:** BCAG will supply the Contractor with a sufficient number of Revenue Vehicles in order to provide at least a twenty percent (20%) spare ratio. If BCAG supplies sufficient vehicles to provide a higher spare ratio, the Contractor shall maintain those additional vehicles throughout the Contract Term.

F. **Vehicle Maintenance Standards:** The Contractor shall, at all times during the Contract Term, comply with the mechanical, safety, and appearance standards set forth in ***RD6 – Vehicle Conditions Policies***” The Contractor shall, at its sole expense, cause all components of each Revenue Vehicle and Non-Revenue Vehicle, including body, engines, transmissions, tires, frame, furnishings, mechanical, electrical, electronic, pneumatic, hydraulic, or other operating systems, to be maintained in proper working condition and free from damage and malfunction. The Contractor shall, at its sole expense, cause any such vehicle damaged in any accident or otherwise to be repaired or replaced. In the case of damage or mechanical failure impairing the safe mechanical operation or proper appearance of the vehicle, such repair or replacement must be made within thirty (30) days. If this deadline is not met the Contractor shall at its own cost provide a temporary similar replacement vehicle on the thirty first (31st) day and thereafter until the mechanical problem has been repaired or the damaged vehicle is placed back in revenue service. Any Contractor-supplied vehicles must, at a minimum, be maintained using the same preventive maintenance, paint scheme, graphic, and cleanliness standards as the BCAG- provided Revenue and Non-Revenue Vehicles.

G. **Vehicle Appearance**

(1) The Contractor shall be responsible for maintaining the appearance of all Revenue Vehicles and Non-Revenue Vehicles. All Vehicles must be kept clean including, but not limited to, the following actions:

- (A) the exterior (including front and rear) must be washed at least three (3) times a week;
- (B) interiors must be swept or vacuumed daily (no blowing with compressed air);
- (C) all dirt, debris, graffiti, and trash must be removed daily; and
- (D) any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced within twenty-four (24) hours of discovery by Contractor and/or BCAG to eliminate hazards, minimize discomfort, and/or maintain excellent appearance; and
- (E) vehicles must be waxed and detailed every six (6) months;
- (F) all seats shall be shampooed at least every six (6) months (more often as necessary), and the vehicle fumigated against vermin as necessary. The regular cleaning procedure must include, but is not limited to, all areas of the Vehicle including bumpers, wheels, aluminum wheels, windows, panels, grab bars, and seats. Wheels should be free of dirt and debris and maintained in a high gloss state/finish.

(2) The Contractor shall assure that all Vehicles used in Special Services meet the highest

standards of cleanliness and appearance. At a minimum, prior to being used for Special Services, each Vehicle will be cleaned and prepared using the regular cleaning procedures. The Contractor shall provide BCAG with monthly reports documenting the cleaning, shampooing, waxing, detailing, and fumigating of all vehicles.

- (3) All Revenue Vehicles and Non-Revenue Vehicles, including support Vehicles provided by the Contractor, shall have the decals, graphics and/or logos prescribed or approved by BCAG, located on the Vehicles in accordance with BCAG's direction, and shall have no other markings or brandings.

H. **Inspections.**

- (1) Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the operator. For Revenue Vehicles this inspection shall be performed prior to being placed in service and at each change in operators. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by the Contractor in the Drivers' Vehicle Reports (DVRs) and shall be available to BCAG upon request.
 - (2) The Contractor shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the term of the Agreement. If the Contractor receives an unsatisfactory rating from CHP, the Contractor shall so notify BCAG immediately by telephone and in writing and shall identify steps which will be taken to correct any deficiencies. If any Revenue Vehicle is shut down by CHP or another cognizant authority, including BCAG, as a result of an unsatisfactory CHP rating, such vehicle shall not be operated, and the Contractor shall be subject to performance penalties as specified in the Agreement, until a satisfactory inspection report is obtained. If the vehicle is shut down by CHP due to a defect which BCAG agrees was due to the manufacturer, the performance penalties shall not apply.
 - (3) BCAG reserves the right in its sole discretion to review maintenance records, and to inspect and reject temporarily or permanently, by notice to the Contractor, any vehicle the Contractor utilizes which BCAG deems unacceptable. In the event any vehicle with BCAG markings is rejected temporarily by BCAG as a result of deficient vehicle condition or appearance, the Contractor shall be subject to performance penalties as specified, until the condition is corrected by the Contractor to the satisfaction of BCAG. In the event any vehicle with BCAG markings is rejected permanently by BCAG as a result of vehicle condition, the Contractor shall replace such vehicle and shall be subject to performance penalties, until such vehicle is replaced by the Contractor with one that is satisfactory to BCAG.
- I. **Preventative Maintenance:** The Contractor shall perform routine preventive maintenance inspections and servicing on Revenue Vehicles at intervals as outlined in BCAG's maintenance policy or the recommended vehicle manufacturer's specifications, whichever is lower, and on Non-Revenue Vehicles at intervals as outlined in BCAG's maintenance policy or the recommended vehicle manufacturer's specifications, whichever is lower. The Contractor shall also conduct more extensive inspection and servicing as outlined in BCAG's maintenance policy or as specified by the transit vehicle manufacturer, whichever is lower. The Contractor shall conduct an annual or 48,000-mile preventive maintenance inspection containing all items required by the component manufacturer. In no event shall the Contractor be more than 500 miles late in any preventative maintenance inspection.

- J. **Parts and Supplies:** In carrying out all scheduled and unscheduled vehicle maintenance and repairs, the Contractor shall use parts and supplies from the original equipment manufacturer (OEM) or parts and supplies that are better or equal in quality and service. BCAG reserves the right to reject the use of any after-market product and supplies that BCAG finds is not equal or better in quality or service to the OEM product.
- K. **Fluid Analysis:** As part of its maintenance program, the Contractor shall implement a BCAG approved fluid analysis program. At appropriate intervals, the Contractor shall retrieve samples of the required fluids and have the samples analyzed at either facility approved by BCAG, at the Contractor's sole expense. Results of all fluid analyses shall be transmitted to BCAG. The fluids covered by this program and the applicable requirements are as follows:
- (1) Engine oil shall be analyzed in advance of each preventive maintenance inspection, as directed by BCAG, and each unscheduled oil change.
 - (2) Transmission fluid shall be analyzed each time it is drained and replaced, in accordance with the applicable schedule, and at a minimum shall be analyzed annually.
 - (3) Coolant and differential fluid shall be analyzed at least annually.
- L. **Synthetic Lubricants:** The Contractor shall use synthetic lubricants in transmission, differential, and hydraulic reservoirs of the Revenue Vehicles except where directed not to by manufacturer. The Contractor shall use synthetic or synthetic blend engine oil unless otherwise recommended by manufacturer. The Contractor shall obtain BCAG's advance approval of any synthetic lubricants it intends to use in the Revenue and Non-Revenue Vehicles and any changes in the BCAG-approved synthetic lubricants.
- M. **Maintenance Management System (MMS) Record Keeping - Vehicles:** BCAG will provide an automated Vehicle Maintenance Management System i.e. Ron Turley and Associates (current MMS) to be used as a stand-alone system or in addition to the Contractor's standard vehicle record keeping system. The Contractor shall use the MMS to record, monitor, and report on all Revenue and Non-Revenue Vehicle maintenance, inspections, parts utilization, fueling, and repair activities. In addition, the Contractor shall use the MMS to record and report on warranty repair information in accordance with Section 10(b), CNG information in accordance with Section 11(c), and Facility information in accordance with Section 12(d)(5) of the subsequent Agreement. The MMS shall be directly interfaced to BCAG's computer system. The Contractor shall ensure proper use of the MMS system and properly & correctly enter all the required data into the MMS system on a daily basis.
- N. **Applicable Codes and Regulations:** The Contractor shall be responsible for assuring that all vehicles utilized in service under the Agreement are safe for operation on public streets and freeways and meet all requirements of the California Vehicle Code. All parts of vehicles and all equipment mounted on or in the vehicles shall conform to FVMSS and the California Vehicle Safety Standards, California Administrative Code, Title 13, the Americans with Disabilities Act (ADA), and the CHP Motor Carrier Safety Regulations. Each Revenue Vehicle is required to be inspected at least annually by CHP. BCAG shall be notified of inspections performed by any other governmental agency, which meets or exceeds the criteria for inspection established by the CHP. Results of such inspections shall be transmitted to BCAG, and any applicable signed certification shall be displayed or carried on the vehicles.

O. Response Times and Actions

- (1) In the event of a breakdown call, the Contractor shall promptly dispatch a substitute Revenue Vehicle and call a tow truck (if appropriate). The maximum response time (i.e., the time between the receipt of a trouble call until the arrival of a substitute vehicle) shall be no more than thirty (30) minutes. BCAG reserves the right to establish additional criteria regarding the reliability of the Contractor's response in the event of breakdowns.
- (2) The Contractor shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within two (2) hours after the first report as recorded in the Daily Log. If the vehicle has been damaged by collision or fire and must be towed or transported by flatbed truck, the full vehicle must be covered by a tarpaulin or other means. The Contractor shall comply with all applicable state and local height restrictions in towing or otherwise removing vehicles.

P. Permits and Fees

- (1) BCAG shall be responsible for licensing and registration fees which are specifically required by the DMV or other governmental bodies for BCAG provided Revenue and Non- Revenue Vehicles operated under the Agreement (including the cost of license plates).
- (2) The Contractor shall be responsible for assuring that all Revenue and Non-Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle at all times. The Contractor shall also be responsible for the cost of replacing license plates on Revenue and Non-Revenue Vehicles when necessary due to damage or wear and tear (i.e., because of chemicals used for cleaning).

V. VEHICLE WARRANTY REPAIRS

- A. **Responsibility:** The Contractor shall be responsible for the exercise and enforcement of all warranties relating to the Revenue and Non-Revenue Vehicles and all systems, components, and subcomponents thereof, and shall also be responsible for taking all available actions to assure and document in writing quarterly that all warranty covered repairs are performed in a timely fashion.
- B. **Notice of Defects:** If the Contractor detects a defect or malfunction within the applicable warranty period, the Contractor shall promptly notify BCAG of the actions it is taking to enforce the warranty. Following commencement of the warranty repair process, the Contractor shall promptly notify BCAG of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage. Such notice shall include a description of the disagreement or dispute and a suggested plan for resolution. The Contractor shall also record all warranty repairs in the MMS system.
- C. **Training:** The Contractor shall assure and document in writing that all appropriate maintenance personnel receive training classes on warranty procedures for the Revenue and Non-Revenue Vehicles and all systems, components, and subcomponents thereof.
- D. **BCAG Role:** BCAG agrees that it will take whatever actions may be appropriate to assist the Contractor in assuring timely warranty repairs and resolving any warranty disputes. Upon request of the Contractor, BCAG will directly contact the equipment manufacturer or supplier to pursue the prompt resolution of warranty issues.

- E. **Performance Penalties:** If the Contractor's recovery percentage on vehicle warranty repairs is less than 80 percent during any calendar quarter of the Contract Term, the Contractor shall be subject to performance penalties. The Contractor shall provide BCAG with quarterly reports of all applicable BCAG warranty claims and reimbursements on a form acceptable to BCAG.

VI. CNG RESPONSIBILITIES

- A. **Duty to Maintain:** The Contractor shall be responsible for the safe, efficient, and effective operation of any CNG Compressor Equipment utilized for delivery of SERVICES. Contractor is responsible for the safe and efficient fueling of the BCAG CNG Revenue and Non-Revenue Vehicles. The Contractor shall ensure that all appropriate personnel are adequately trained in the operation, maintenance, and fueling of all CNG vehicles.
- B. **Experience and Training:** The Contractor must demonstrate knowledge of CNG fueling stations similar to BCAG's and will present staff who can demonstrate experience and training from ANGI International and/ or Ariel Corporation on Ariel compressors and other components.
- C. **BCAG's Responsibility:** BCAG will provide oversight and will review all reports and issues regarding the CNG station and may hire a consultant to assure the Contractor is fulfilling required responsibilities with regard to optimum operation of the CNG Station.
- D. **Compliance with Plans:** In providing services under the Agreement, the Contractor shall comply with all aspects of the CNG procedures. The Contractor shall prepare and submit to BCAG a CNG training plan, CNG fuel island safety procedures, and a CNG fuel tank inspection program. Fuel tank inspection and other required safety and maintenance activities shall be performed by qualified technicians. In addition, BCAG reserves the right to require additional training as may be appropriate, including refresher CNG training.
- E. **Reporting:** The Contractor shall provide daily, weekly, quarterly, semiannual, and annual work orders in the MMS maintenance program documenting preventive maintenance and necessary repairs to maintain the CNG station at an optimum service level. Contractor will provide a quarterly report that identifies any issues or problems that have arisen in connection with the operation of the CNG station.

VII. OPERATIONS AND MAINTENANCE FACILITIES

A. **Contractor Use**

- (1) The Contractor shall share the Facilities with BCAG Administration and shall use its portion of the facilities solely for the purposes of operating service and maintaining vehicles and equipment under the Agreement. The Contractor's right to use the Facilities may not be transferred or assigned.
- (2) The Contractor shall be deemed to have a revocable license to use the Facilities during the term of the Agreement. This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property.

- B. **Initial Inspection:** Immediately prior to the Commencement Date, the Contractor and BCAG will

conduct a joint inspection to establish the overall condition of the Facilities as of the time the Contractor commences work under the Agreement.

- C. **Facilities Maintenance Manuals:** Prior to the Commencement Date, BCAG will provide the Contractor with a Facilities Maintenance Manuals which describes maintenance requirements relating to the Facilities and equipment therein, sets forth preventative maintenance schedules, and identifies all warranties relating to the Facilities and the equipment therein. The Facilities Maintenance Manuals will be accompanied by a list of the initial inventory of the equipment, tools, and other property to be used to provide services under the Agreement.

D. **Duty to Maintain**

- (1) The Contractor shall be responsible for all maintenance and repair of the Chico Facilities including but not limited to: cleaning of all interiors and exteriors of buildings, emergency generators, parking areas, bus wash and service islands; and all equipment and materials therein. The Contractor shall maintain the Facilities in a clean and orderly condition at all times during the term of the Agreement, and shall conduct all maintenance, repair, and cleaning of Facilities, in their entirety, except as determined by BCAG, at its sole expense and in compliance with the terms of the Facilities Maintenance Manuals and its Facilities Maintenance Plans. The Contractor shall return the Facilities to BCAG upon the expiration date of the Agreement, or on an earlier date if applicable, in the same condition in which it was received, normal wear and tear accepted.
- (2) The Contractor shall not make any structural modifications to the Facilities without BCAG's prior written consent.
- (3) The Contractor shall, at its sole expense, repair, maintain in good condition, and replace (as necessary) all equipment used in the Facilities in coordination with BCAG. The Contractor shall maintain all equipment in accordance with the manufacturer's preventative maintenance program and record all maintenance performed in the MMS system. All replacements made by Contractor shall be of like size, kind, and quality to the items replaced, as such items existed when originally installed, and shall be subject to BCAG's approval in writing. Replacement equipment and materials shall be from the OEM or be better or equal in quality and service. BCAG reserves the right to reject the use of any after-market product that BCAG decides is not equal or better in quality or service to the OEM product.
- (4) In the event that it is necessary to replace major capital equipment in the Facilities after the period of warranty coverage of that equipment has expired, the Contractor shall request that BCAG replace said equipment. BCAG shall comply providing the Executive Director (or designee) determines that the Contractor complied with and has documentation of following the manufacturer's preventative maintenance schedule and the need for replacement was not due to any act or omission of the Contractor. If it is determined that said equipment was not properly maintained, BCAG shall require the Contractor to participate in the cost of replacement at a negotiated share up to one hundred percent (100%).
- (5) The Contractor shall use the MMS system to record, monitor, and report on all maintenance activities regarding the Facilities and the equipment therein.

(6) BCAG will provide the Contractor with the phone system, high speed internet service, and certain hardware and software. The Contractor will be responsible for the cost of any additional phone and internet service not provided by BCAG.

E. **Inspections and Repairs:** BCAG shall have complete and open access to the Facilities for purposes of inspecting and making repairs or performing maintenance or replacements on behalf of and for the account of the Contractor. The Contractor shall, upon demand, pay to BCAG the cost and expenses incurred by BCAG's performance on behalf of Contractor.

F. **Environmental Requirements**

(1) During the Contract Term, the Contractor shall be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the Facilities, and shall comply with all applicable Federal, State, and local laws, regulations and requirements.

(2) Contractor shall be responsible to provide an Environmental Plan that covers all local, state, and federal regulations and requirements.

(3) BCAG shall provide the Contractor with an environmental audit of the Facilities as of the date the Contractor commences operations therefrom.

(4) The Contractor shall, at its sole expense, conduct an environmental audit of the Facilities, prepared by an independent certified environmental engineer, immediately prior to the end of the Contract Term. BCAG shall have the right to select the person or firm that will perform such audit. The Contractor warrants that it will return the Facilities to BCAG in compliance with all Federal, State, and local environmental laws, regulations, and requirements, and that it will take all remedial actions necessary to remove any hazardous materials from the Facilities.

(5) In this Section, the term "hazardous materials" includes all materials, products, waste, substances, chemicals, etc. identified as "hazardous" by federal, state, or local agencies and/or authorities. Contractor shall be responsible to develop and implement environmental management plans required by any and all Federal, State, County and local governments.

G. **Warranties**

(1) The Contractor shall be responsible for the exercise and enforcement of all warranties related to the Facilities and the equipment therein. The Contractor shall exercise due diligence in monitoring all warranties relating to the Facilities and equipment and shall conduct appropriate inspections prior to the end of all warranty periods.

(2) The Contractor shall promptly notify BCAG of any actions it takes to enforce such warranties and of any disputes regarding warranty coverage. The Contractor may not waive any such warranties without BCAG's prior written consent.

H. **Performance Penalties:** If the Contractor fails to satisfy its obligations regarding the maintenance of the Facilities, fails to implement and comply with its Facilities Maintenance Plans, fails to comply with the Facilities Maintenance Manuals, or fails to properly exercise and enforce all warranties relating to the facilities and the equipment therein, the Contractor shall be subject to performance penalties.

VIII. ITS REQUIREMENTS

A. General

- (1)** BCAG shall provide the Contractor with the use of ITS products, which are designed to: improve system communications; to computerize ADA reservations, dispatch, and manifests; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching; to provide bus stop announcements; to provide automatic passenger counting; and to provide more accurate and timely information and data on system and Contractor performance.
- (2)** The Contractor shall fully utilize the ITS system in order to achieve the objectives described in paragraph **(1)** and to maximize the benefits available to the demand response (DR), fixed route (MB) system through the use of ITS.
- (3)** The Contractor shall implement and comply with the ITS Management and Operations procedures submitted and shall update those procedures (with BCAG's approval) as necessary during the Contract Term.
- (4)** The Contractor shall utilize the ITS system and the information and data generated in the preparation of its monthly invoices and schedule adherence and all other ITS related reports.

B. Operator Use and Training

- (1)** The Contractor shall be responsible for ITS operator and supervisor training throughout the Contract Term. This includes information on the purpose, objectives, capabilities, and key features of the ITS system; procedures for logging into the system at the start of operations and for logging off at specified times or events; procedures for using mobile computer/display terminals (MCT/MDTs) and the communications system for communication with dispatchers; and actions or steps to be taken in the event of system problems or malfunctions.
- (2)** The Contractor shall assure and document in writing that all operators are fully trained in the use of the onboard ITS equipment and functions.
- (3)** The Contractor shall assure that each vehicle operator logs into the ITS system at the commencement of a trip, route, or operation and uses the ITS system throughout his or her shift during daily operation of a Revenue Vehicle. The Contractor shall consistently monitor these requirements and shall enforce and remedy any failure of an operator to comply up to and including termination.
- (4)** If an operator or employee of the Contractor in any way vandalizes, deliberately breaks or alters an ITS unit, the Contractor shall immediately remove the individual from employment in BCAG's operations services. Actions that are a basis for dismissal under this paragraph include severing, cutting, piercing or otherwise breaking, disconnecting, or destroying the ITS components or associated cabling, wiring, or other sub-components, or otherwise using the system for purposes other than intended by BCAG.

C. Dispatcher Use and Training

- (1) The Contractor shall be responsible for utilizing the BCAG ITS and training dispatchers throughout the Contract Term. The training shall include information on the purpose, objectives, capabilities, and key features of the ITS system; methods and procedures for monitoring late trips, early departures, time point no-shows, late log-ins and early log-offs, and service accidents and incidents; procedures for logging in by the dispatcher in the event of operator failure; and requirements for maintaining Daily Logs including all incidents. During normal business hours BCAG Customer Service Staff must be immediately notified regarding all late trips, missed trip, accident, passenger injuries, police activity involving BCAG 's vehicles or passengers and Contractor's employees.
- (2) The Contractor shall assure and document in writing that each individual involved in dispatching is fully trained in the use of the ITS system, BCAG Watch, and all related equipment, in accordance with the appropriate training program or procedures.
- (3) The Contractor shall require its dispatchers to log in or connect operators to the full capability of the ITS system, its equipment, materials and components in the event an operator fails to take that action upon commencement of a trip, route, or operation. Following such actions, the operator shall receive disciplinary action.

D. Maintenance Use and Training

- (1) Portions of the ITS system equipment may be under maintenance warranty with the ITS provider. At the end of any warranty period and thereafter, the Contractor shall be responsible for the maintenance, replacement, and repair of the ITS system, including all the equipment, materials and systems therein, in accordance with industry standards and with applicable builders' or manufacturers' manuals, standards, specifications, and instructions for proper maintenance and repair. Service Contract may be available for purchase from the ITS vendor.
- (2) The Contractor shall assure and document in writing that each individual involved in the maintenance of the ITS system is fully trained in the appropriate maintenance procedures and requirements, in accordance with manufacturer's and industry standards.
- (3) The Contractor shall establish and maintain a backup or alternative method of data collection that will be available in the event of any failure.
- (4) The Contractor shall not be held accountable for route delays that are shown to be a result of any catastrophic ITS failure.

E. Data Collection: The Contractor will be responsible for accurate and regular collection & review of all transaction logs, pull-out sheets, incident logs, and other information collected or reported on the ITS system, and for making all such information available to BCAG.

F. Remove and Install ITS Equipment: The Contractor shall be responsible for the removal of ITS equipment from retired Revenue Vehicles and the installation of same onto replacement Revenue Vehicles as directed by BCAG. BCAG shall be responsible for the cost of acquiring and installing new equipment on a new bus if there is not sufficient ITS equipment for transfer from retired to new buses.

IX. MATERIALS AND EQUIPMENT REQUIREMENTS

A. **General:** The Contractor shall be responsible for the proper maintenance and repair of all materials and equipment used to provide services under the Agreement.

B. Communications Equipment

- (1) BCAG will provide a two-way mobile communications system in each Revenue Vehicle and will pay the airtime costs of such system. BCAG will also be responsible for providing communication devices to assist in dispatching and other communications between Revenue and Non-Revenue Vehicles, dispatching facilities, the Facilities, supervisory personnel, and BCAG in a communication network. BCAG shall be responsible for the air time costs of such portable equipment. The Contractor shall be responsible for maintaining all communications and equipment systems in good operating condition, in accordance with applicable maintenance standards and procedures, and for making any necessary repairs.
- (2) The communications system shall enable operators to communicate directly with a dispatcher during Revenue Service hours. The Contractor's dispatcher must have Paratransit and DR to a telephone at all times.

C. Fare Collection Equipment

- (1) BCAG will provide a complete GFI farebox and related fare collection equipment for fixed route (MB) Revenue Vehicles. BCAG will also provide a vault, probing unit, computer, and other necessary equipment for collecting fare revenues and ridership data from the fareboxes.
- (2) The Contractor shall repair and maintain the fareboxes and all related fare collection equipment to OEM Standards. Fareboxes shall at all times accept fare media supplied by BCAG. Any failure by the Contractor maintained farebox to accept fully functional media will be considered to be a Contractor farebox malfunction. The Contractor shall also be responsible for (A) the proper operation, training, and maintenance of all diagnostic equipment and spare parts; and (B) probing (downloading ridership data), collecting fare revenue at the end of daily revenue operation on every (MB) and (CB) Revenue Vehicle used, and ensuring that the data received is accurate and timely.
- (3) The Contractor shall collect all Paratransit and DR (DR) fares and reconcile fares to ridership daily and enter the collected data into the BCAG tracking system (or equivalent). A reconciliation cash fare shortage difference of no more than two percent (2%) is acceptable.
- (4) BCAG will spot check (i.e. reconcile) individual fareboxes on a random basis. Any discrepancies that show the cash revenue short by more than two percent (2%) will be a cause for Performance penalties.
- (5) Any revenue vehicle equipped with a GFI that is placed into (MB) (CB) revenue service without an operable GFI farebox or if a malfunctioning farebox that is not repaired or replaced within sixty (60) minutes of the reported malfunction will be a cause for Performance penalties.
- (6) Provide an auditable process to collect fare until an in-route fare box failure has been repaired

or the farebox is replaced.

- D. **Tires:** The Contractor shall be responsible for providing (through purchase or lease) all tires and spares for all Revenue and Non-Revenue Vehicles. The Contractor shall be responsible, at the termination of the Agreement, for returning the Revenue Vehicles with tires that meet the following standards:
- (1) **Front axle Transit Bus** -- Tires shall have a tread depth of 12/32" minimum. Recapped or regrooved tires are not acceptable. Cutaway Bus – Tires shall have a tread depth of 8/32" and recapped or regrooved tires are not acceptable. Support vehicles – Tires shall have a tread depth of 7/32" minimum and recapped or regrooved tires are not acceptable.
 - (2) **Rear axle Transit Bus:** Tires should have a tread depth of 8/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32". Cutaway Bus – Tires shall have a tread depth of 6/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32". Support vehicles – Tires shall have a tread depth of 6/32" minimum and recapped or regrooved tires are not acceptable.
 - (3) Tires with cuts, grooves, or evidence of curb damage (past the manufacturer's rub bars) are not acceptable.
- E. **Destination Signs and Security Cameras/System:** The Contractor shall perform required maintenance to ensure constant display on all vehicle destination signs. The Contractor shall be required from time to time to revise destination sign readings to reflect route changes or other relevant service information, as specified in writing by BCAG. Any vehicle placed into revenue service without an operable electronic Destination Sign (front, side and rear as equipped), or an operable Security Camera/System without BCAG written approval for that day will be a cause for Performance penalties.
- F. **Spare Parts and Supplies:** At its sole expense, the Contractor shall provide, and maintain stores of, spare parts, supplies, and lubricants necessary for the orderly maintenance and operation of Revenue and Non-Revenue Vehicles and for other equipment and systems used to provide the service. The Contractor shall properly store and dispose of all materials, without limitation, required in the operation of the services.
- G. **Replacement Materials and Equipment:** The Contractor shall use replacement materials and equipment from the OEM or materials and equipment that are better or equal in quality and service. BCAG reserves the right to reject the use of any after-market product that BCAG decides is not equal or better in quality or service to the OEM product.

X. INVENTORY REQUIREMENTS

- A. **Initial Inventory:** BCAG shall provide the Contractor with an initial inventory of equipment, tools, and other property to be used to provide services under the Agreement. A list of this initial equipment inventory is set forth in Attachments A-3 and A-4. The initial inventory may be added to, and the inventory list updated accordingly, during the Contract Term.
- B. **Obligations of Contractor:** Contractor acknowledges receipt of initial BCAG owned equipment/property inventory. The Contractor shall be responsible for returning to BCAG, at the termination of the Agreement (whether for cause or expiration of its term), property and equipment of equivalent type, value (as of the date acquired), and condition as that identified in the updated initial

equipment/property inventory list, subject to normal wear and tear.

- C. **Final Inventory:** BCAG shall conduct a final BCAG owned equipment/property inventory during the last month of the Contract Term. If any property or equipment is determined, on the basis of a comparison of the updated initial inventory list to the final inventory list, to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of ordinary wear and tear, the Contractor shall be responsible for either replacing such property or equipment or compensating BCAG for its replacement value. BCAG may deduct any amount due for the replacement of property or equipment from the final monthly payment due to the Contractor. If the amount due for replacement exceeds the amount of the final payment, the Contractor shall pay BCAG that excess amount within 30 days after notification from BCAG.

XI. COMPUTER AND TECHNOLOGY REQUIREMENTS

- A. **Supplied Computer Equipment:** BCAG will supply computers to operate BCAG mandated software applications in support of services provided under the Agreement. The Contractor shall be responsible for the proper care and handling of all BCAG provided computers and network equipment. No additional software may be loaded on BCAG-owned computers by the Contractor, nor may the Contractor move or relocate any BCAG-owned computers without the express written prior approval of BCAG's IT Manager.
- B. **BCAG Network and Contractor Network:** Several networks will be maintained at the Facilities, one to support BCAG-owned computers and printers and a second to support Contractor-owned computers, servers, and printers, and additional as necessary in accordance with the following:
- (1) **BCAG Network:** All BCAG-owned computers and printers will be on a network(s) separate from the Contractor network at the Facilities. No Contractor-owned computers may be connected to this network. These BCAG-owned computers and printers will be used by the Contractor to run BCAG-mandated software applications required to support the maintenance contract. The Contractor shall be responsible for the proper care and handling of all BCAG provided computer and network(s) equipment.
 - (2) **Contractor Network:** BCAG will supply the required network(s) infrastructure for the Contractor to implement a local area network (LAN), separate from BCAG's on-site network, for the purpose of conducting Contractor-specific business functions. All Contractor-owned computers must be placed on this network(s). No equipment may be added to the BCAG network(s) by the Contractor. The network(s) infrastructure will consist of Category 6 Unshielded Twisted Pair (UTP) cabling, wall jacks, and an Ethernet network switch(es) allowing connections within the maintenance facilities.
- C. **Software:** BCAG-owned computers at the Facilities will be equipped with the necessary software applications. The Contractor shall use these applications for the ITS systems, Schedule Adherence Reporting, Customer Comment Reporting, Vehicle Maintenance Management (MMS), Vehicle Maintenance Fuel Management, Facilities Management, and any other software deemed necessary by BCAG. No additional software may be loaded by the Contractor onto BCAG-owned computers. The Contractor is responsible at its sole expense for ensuring all vehicle diagnostic software is up to date, complete, and properly licensed.
- D. **Facsimile:** The Contractor shall also provide and maintain an on-site operating facsimile machine.

- E. **Contracted IT Service by Contractor:** Contractor shall be required to have IT service available for the maintenance, service and repair of Contractor assigned equipment. Technician must be able to make repairs within three hours from initial call. BCAG staff shall not be available to provide this service.

XII. FARE COLLECTIONS AND SALES

- A. **General:** The fare structure shall be established by BCAG and may be modified during the Contract Term. Currently accepted fare media (in addition to cash fares) includes all approved BCAG fare media. BCAG requires exact change for cash fares. Bus operators shall neither make change nor issue stored value cards for change. BCAG does not accept pennies in its fareboxes.
- B. **Contractor Responsibility**
- (1) The Contractor shall conduct training for all drivers/operators, so they are aware of and adhere to the fare structure to ensure the proper collection and recording of fares of accepted fare media.
 - (2) The Contractor will be responsible for implementing and managing "on board" prepaid pass sales. Contractor shall distribute preprinted fare media to bus operators for sale on the bus. The Contractor's "on board" prepaid pass sales plan must include submission to BCAG weekly reconciliation reports on forms approved by BCAG.
- C. **Farebox Receipts:** Contractor shall use a bonded third party (such as armored car service) to pick up, count, and deposit daily MB and CB farebox cash receipts. Farebox revenues will be transferred to the secured vault using supplied fare collection equipment eliminating all contact/access to the monies by Contractor personnel. Fare collection training shall be conducted by the Contractor, and proper fare collection shall be enforced by all project personnel. Contractor shall count and reconcile to manifest all collected cash fares on a daily basis. Total fare revenues (cash receipts) are to be deposited by the bonded third party into a separate account, for farebox revenues only, maintained by the BCAG. BCAG shall randomly reconcile individual farebox receipts (cash fares) to the GFI records to manifests to assure accuracy and quality control. Any discrepancies that show the cash revenue short by more than two percent (2%) will be a cause for Performance penalties.
- D. **Bank Records and Accounts:** BCAG shall maintain a separate bank account for deposit of BCAG fare revenue (cash receipts). The Contractor shall provide copies of all deposit slips listing all currency and coin by type and denomination and BCAG shall authorize the bank to provide directly to the Contractor a duplicate copy of the monthly bank statement. In each monthly invoice, the Contractor shall provide a reconciliation of the bank deposits with the GFI farebox reports in a format approved by BCAG. The total amount of farebox revenue deposited must equal, at a minimum, the farebox revenues reported by the GFI electronic farebox system. The Contractor shall be held accountable for any variance or discrepancies between the farebox revenues reported by the GFI electronic farebox system and the bank deposited revenue.
- E. **Security:** BCAG reserves the right, following consultation with the Contractor, to establish security policies and procedures for the handling and counting of farebox receipts. This shall include but not be limited to counting daily farebox receipts prior to delivery of these receipts to the bonded collection/deposit provider for verification against amounts actually deposited.

XIII. MARKETING, ADVERTISING, AND PASSENGER SERVICES

- A. **BCAG Rights and Responsibilities:** BCAG shall provide marketing, public relations, and advertising services. BCAG's decisions on all matters relating to advertising shall be final. Advertising on the exterior of Revenue and Non–Revenue Vehicles is prohibited unless prior written consent is obtained from BCAG, and the terms and conditions of any such advertising shall also be subject to prior written approval by BCAG. Proceeds of any advertisement shall be remitted to BCAG.
- B. **Contractor Obligations:** The Contractor shall cooperate in BCAG's marketing and advertising (such as through the installation and removal of all interior and exterior signage and decals, including advertising signs, rider alerts, newsletters, and bus scheduling information) at no additional expense to BCAG. The Contractor may not use the BCAG or BLine name or logo without BCAG's prior written consent.
- C. **Bus Schedules:** The Contractor shall be responsible for ensuring proper care, protection, handling, and maintenance of the BCAG Bus Schedules, and for ensuring that there is an adequate supply of Bus Schedules onboard each Revenue Vehicle at all times during Revenue Service. Each bus shall have a supply of the Bus Schedules for the routes performing and at a minimum Bus Schedules for connecting routes. Bus Schedules shall be used solely for the intended purpose of providing information to passengers and shall not be used for other purposes (such as cleaning, etc.).
- D. **Bus Stop and Shelter Conditions:** The Contractor shall require bus operators and road/field supervisors to be vigilant in reporting conditions at bus stops, transfer locations, and shelter locations that require remedial attention including but not limited to graffiti, trash, damage, filth, loitering, safety, and vandalism. These conditions shall be reported to BCAG as they occur, and the Contractor shall compile monthly summary report by jurisdiction shall be submitted to BCAG by the tenth (10th) day of the following month.
- E. **Posting and Replacement of Maps and Rider Info displays:** Upon request by BCAG the Contractor shall post or replace system maps, route maps, and schedule info posters or displays at BCAG bus stops, shelters, and transfer points.
- F. **Route and Schedule Information:** In order to keep hold time to a minimum the Contractor shall provide an adequate number of qualified personnel to provide route and schedule information from incoming phone calls for the entire span buses are in revenue service and for thirty (30) minutes after the last bus goes out of service (currently that is from 4:15 a.m. – 9:49 p.m. every weekday and from 6:30 a.m. – 8:30 p.m. Saturday and Sunday (except specified holidays.)
- F1. **Complaints received by Contractor:** Contractor shall handle customer complaints to the extent agreed upon between Contractor and BCAG/BLine. DR certification requests, and other customer service issues may be referred to BCAG/BLine Administration as agreed upon between Contractor and BCAG/BLine. The Contractor shall obtain BCAG approval for customer service telephone numbers. BCAG requires that the Contractor relinquish customer service telephone numbers upon termination of the Agreement and make them available to any successor Contractor. All complaints must be recorded.
- G. **Reception and Pass Sales:** The Contractor shall provide a receptionist in the front lobby to direct the public accordingly, to manage lost and found, to provide general information and to sell bus passes and other fare media as required by BCAG. Reception (includes lunch and break relief)

must be trained and knowledgeable of the BCAG fares, routes, schedules, ADA requirements and specific software provided by BCAG.

- H. **Passenger Amenities and Bus Stops**: BCAG, through its member jurisdictions, shall be responsible for the installation and maintenance of bus stops, shelters, solar lights, benches, trash cans and all other passenger amenities on routes covered within the Agreement.
- I. **Contact with Government Agencies and Media**: Only the BCAG Executive Director, or designee, is the authorized spokesperson for the agency. The Contractor shall inform BCAG of any contact with the media, other governmental agencies and authorities regarding situations, occurrences, and conditions that call particular public attention to BCAG.
- J. **Special Events**: The Contractor is required to coordinate operations adjustments for special BCAG supported and/or sponsored events. The Contractor shall notify BCAG for any detours or unusual circumstances related to special events. The Contractor shall place notices of closed bus stops, establish temporary stops (if necessary) and provide staffing for special events to monitor and supervise bus operations. Some events may require multiple supervisors to effectively monitor and supervise operations.
- K. **Temporary Bus Stops**: The Contractor shall be responsible for posting temporary, discontinued notices, detours, and temporary bus stops when a bus stop is required to be discontinued due to construction, parades, special civic events, or other circumstances. All permanent bus stop locations shall be approved by BCAG member jurisdictions with input from CONTRACTOR.
- L. **Transit Kiosk Operation – (Downtown Chico)**: 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 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 a current detailed job description for the Transit Kiosk employee position, and submit to BCAG for approval. CONTRACTOR shall ensure that no persons, except CONTRACTOR personnel assigned to operate the Transit Kiosk, and CONTRACTOR management, shall be allowed within the store, or in any other 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 will compensate the CONTRACTOR for Transit Kiosk employee salaries and services within the hourly rate and as described in the submitted final costs agreed upon.

XIV. SERVICE CHANGES

- A. **General**: Changes to the services provided under the Agreement or the Scope of Work may only be made by written change notification from BCAG to the Contractor in accordance with this Section, except in cases of a declared emergency by the Executive Director. **Oral service change orders are not permitted.**

B. Process

- (1) Any service change proposed by BCAG shall be transmitted to the Contractor in writing, identifying the change and specifying the effective date. The Contractor shall be given five (5) days after receipt of a written service change notice from BCAG, to provide BCAG a response identifying any impact of such change on operations, and by identifying any feasibility problems the Contractor believes will be created by the proposed change. The proposed change shall thereafter be accepted or modified through discussions between the Contractor and the Executive Director or designee.
- (2) Subsequent to any discussions on a service change notice, BCAG will make a final decision and direct the Contractor to implement the service change. BCAG will give at least two (2) weeks' notice prior to any service change unless circumstances do not allow for such a notification timeframe.

C. Changes In Revenue Hours: The Contractor agrees that BCAG may, through the service change process, increase or decrease the number of Revenue Hours by twenty percent (20%) or less during any contract year (as compared to the prior year's Revenue Hours) without renegotiation of the variable rate per Revenue Hour. A proposed increase or decrease in Revenue Hours in excess of twenty percent (20%) in any contract year as compared to the prior year's actual revenue hours shall trigger negotiations between BCAG and the Contractor, which could result in the revenue hour rate increasing, decreasing, or remaining the same.

D. Changes in Schedule: The Contractor shall be provided schedule changes thirty (30) days in advance of their effective date for service that will change by more than three (3) trips or more than one (1) bus route. A period of shorter notice may be provided under extreme circumstances or in the event of a declared emergency.

E. Contractor Suggestions: The Contractor is encouraged to suggest alternatives to any service changes proposed by BCAG, and at any time may also propose service changes it believes are appropriate for more efficient or improved services under the Agreement.

XV. PROJECT MANAGEMENT

A. General: The Contractor shall be responsible for project management according to the management standards and operating procedures set forth in this Section, the other provisions of the Agreement, and the RFP. BCAG may establish additional standards and procedures, appropriate and reasonable for operation of service, after consultation with the Contractor.

B. Operating Performance Standards: The Contractor shall adhere to the following standards:

- (1) Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public.
- (2) Service shall be provided as scheduled or according to any adjusted schedule established by BCAG, including route modifications required as a result of a declared emergency.
- (3) The Contractor shall strive to maintain on-time performance in accordance with published schedules at no time is the Contractor allowed to run ahead of schedule, this will be a cause for Performance penalties.

C. Personnel Performance Standards: The Contractor shall adhere to the following standards:

- (1) Regularly assigned operators, without using supervisors, dispatch staff, or management and administrative staff for each service day pull-out. This is subject to Performance penalties.
- (2) The Contractor shall train and motivate employees who interface with the public as if they were in the "Hospitality" business. All Contractor personnel are responsible for knowledge of the service. Contractor personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations. Personnel must also report all passenger complaints and/or operation problems to Contract Compliance Manager. All passenger complaints must be forwarded to BCAG Customer Service.
- (3) Operators must accurately and completely submit the required operating reports each day.
- (4) While in uniform, operators must be in conformance with BCAG uniform regulations, whether on-duty or off-duty.

D. Adherence to Schedule: For purposes of evaluating schedule adherence, the Contractor shall prepare a monthly report of on-time performance for each route and Demand Response. This shall be accomplished through a BCAG approved tracking system and shall include all time points not just end points. This report shall be submitted by the tenth (10th) day of the following month.

E. INCENTIVES

Administration. -- BCAG may determine the Contractor's eligibility for quarterly incentives under this Section which shall be based on information obtained through the MMS system, Vehicle and Facilities inspections, ride checks, visual observations, and such other means as BCAG deems appropriate.

F. Performance Penalties:

BCAG's election not to reduce the amount it owes to Contractor for the assessments detailed within this section shall not act as a waiver as to BCAG's right to make such assessments in the future. In addition, the payments detailed in this section shall not relieve Contractor of its obligations to satisfy each and every requirement in the subsequent agreement.

The invalidity or unenforceability of any particular assessment established in this section shall not affect the validity or unenforceability of other assessments established in the subsequent agreement.

BCAG's decision with regard to the assessment of additional payments, based on this section is final and may not be appealed. After additional payments are assessed, the rate of considerations shall revert to the rates specified in the Service and Payment schedule until the next assessment is made.

The Performance Standards Program does not lessen BCAG's right to declare a material breach of contract for non-compliance reasons, nor does it constitute a waiver of any other remedies provided by law. These standards are in addition to, and not in lieu of, all other BCAG remedies for failure to perform the subsequent agreement.

(1) **Schedule Related Performance Penalties:** The following performance penalties shall be imposed if, within any 30-day period, any of the following incidents occur:

If a trip on a route departs more than 5 minutes, but less than 15 minutes, following the time set forth for departure at any designated time point, the performance penalties shall be \$250 per occurrence.

If a trip on a route departs 15 minutes or more following the time set for departure at any designated time point, the performance penalties shall be \$500 per occurrence.

If a trip on a route departs later than the time for which the next departure from such time point is scheduled to occur, the performance penalties shall be \$750 per occurrence.

If a trip departs in advance of scheduled departure time at a designated time point, the performance penalties shall be \$750 per occurrence.

If a trip on a route departs either facility more than 15 minutes late of its scheduled departure time, the performance penalties shall be \$500 per occurrence.

If the Contractor fails to conduct on-board random trips, as required under the NTD report, the performance penalties will be \$350 for each missed trip.

If a Paratransit and/or DR passenger is not picked up on time within the 30 - minute window, the performance penalties will be \$100 for each occurrence.

(2) **Other Performance Penalties:** The following performance penalties shall be imposed if any of the following incidents occur:

Incomplete trip: If a trip is not substantially completed (i.e., 50% or more of the services provided), the performance penalties shall be \$1,000 per occurrence.

Incomplete last scheduled trip: If the incomplete scheduled trip is the last run of the day on that route, the performance penalties shall be \$2,000 per occurrence.

Shutdown vehicle: If any Revenue Vehicle is removed from revenue service as a result of an unsatisfactory safety rating by BCAG and/or law enforcement agencies, the performance penalties will be \$1,000 per day per vehicle.

Unavailable vehicle: If any trip is not made due to the unavailability of a Revenue Vehicle, or if a trip or any portion thereof is made with a Non-Revenue Vehicle or not authorized model of a cutaway; the performance penalties shall be \$1,000 per occurrence.

Preventive Maintenance: If any inspection of preventive maintenance record reveals the omission or lack of documentation of periodic maintenance service as required by the Agreement including a service performed past 500 miles of scheduled service, the performance penalties shall be \$500 per occurrence.

Fluid Analysis: If the Contractor fails to comply with the BCAG-approved Fluid Analysis program, the performance penalties shall be \$500 per occurrence.

Deficient Vehicle Condition: In the event any Revenue Vehicle is rejected temporarily by BCAG at the gate (i.e. prior to pullout) as a result of deficient vehicle condition or appearance, the performance penalties shall be \$750 per occurrence.

Out of Service Vehicle: In the event of any Revenue is unavailable for service for any reason, the Contractor shall pay \$500 per vehicle per day, commencing on the 31st consecutive out of service day.

Vehicle Appearance: If any Revenue Vehicle fails to comply with BCAG's standards regarding appearance, the performance penalties shall be \$100 per occurrence.

MMS Input: If the Contractor fails to enter required accurate real-time data into the MMS system as required under the Agreement, the performance penalties shall be \$200 per occurrence.

Uniforms/Grooming: If the Contractor employee fails to comply with BCAG's standards regarding appearance, uniforms or grooming (*RD4 – Operator Uniform Policy*) the performance penalties shall be \$100 per occurrence.

Collecting Correct Fares: If the Contractor employee fails to collect the correct fare or does not correctly record the fare collected, the performance penalties shall be \$150 per occurrence. Performance penalties for incorrect fare collection may be invoked for each documented occurrence. (BCAG staff and independent Contractors hired by BCAG will observe operators periodically to determine compliance with BCAG fare policies.)

Late or Inaccurate Reports or Data: If the Contractor fails to comply with BCAG's reporting requirements either by submitting reports or data after the due date and time or by submitting inaccurate reports or data, the performance penalties shall be \$500 for each month in which a failure to comply occurs.

Penalties: If any funding source penalizes BCAG for late, incomplete, or inaccurate data which was the Contractor's responsibility to collect and/or provide to BCAG, the performance penalties shall be the amount of the penalty or lost revenue suffered by BCAG.

Route and Ride Tracking System: If the Contractor fails to enter required accurate data, into the approved tracking system, the performance penalties shall be \$100 per occurrence.

Complaint Processing: If the Contractor fails to comply with BCAG's complaint processing procedure, either by submitting responses after the required time period for responding, or by submitting incomplete or inaccurate information. If the Contractor receives more than 12 charged complaints in a one-month period, the performance penalties shall be \$100 per occurrence or per chargeable complaint after the 12th in one month.

Incident and Accident Reporting: If the Contractor fails to report an incident or accident by email within 15 minutes and in writing within 24 hours on an approved BCAG Transit accident form, the performance penalties shall be \$500 per incident.

ADA Requirements: If the Contractor fails to comply with ADA requirements or with BCAG's ADA policies, the performance penalties shall be \$500 for any incident of ADA noncompliance, including failure to call out major stops.

Removal of Disabled Vehicles: If the Contractor fails to remove a disabled vehicle within 2 hours after the first report, the performance penalties shall be \$500 per occurrence.

Improper Facilities Maintenance or Warranty Enforcement: If the Contractor fails to comply with its obligations under Section 12(h), regarding the Facilities and the equipment therein, the performance penalties shall be \$1,000 per occurrence.

Staffing Levels: Contractor must replace each staff position short per the Contractor's staffing plan. For each day after 30 days the performance penalty \$150 per day per position.

Facilities Cleaning

Contractor shall be responsible for cleaning the operations office areas, maintenance office area, all shop areas and the service areas including washing, fueling and parking facilities on a weekly basis to the satisfaction of the BCAG Director of Facilities and Maintenance/General Services. Facilities cleaning will include, but not limited to these activities: Vacuuming, floor scrubbing, carpet shampooing, dusting, window washing and bathroom cleaning. If major repairs are required, Contractor shall notify the BCAG Director of Facilities & Maintenance/General Services in writing. Contractor shall retain responsibility for cleaning resurfacing and painting of all shop areas, fueling and washing areas and the parking areas. Facilities cleaning shall be done on a daily basis and shall include, but not limited to: Sweeping and floor scrubbing to remove grease and oil from concrete surfaces and pickup of papers and garbage at the fueling, washing and parking areas to the satisfaction of the BCAG Director of Facilities & Maintenance/General Services. Contractor will assume responsibility for cleaning the operations office area, maintenance office areas, driver's day room, all bathrooms and windows. If in the opinion of the BCAG Director of Facilities & Maintenance/General Services, the cleaning is not satisfactory, free of stains, oil, etc., BCAG shall assess a penalty of Two Hundred Fifty Dollars (\$250.00) per day.

ITS

- If the Contractor fails to log a vehicle onto the approved tracking system at the commencement of a shift or trip or fails to properly maintain or repair the ITS systems, the performance penalties shall be \$250 per occurrence.
- If the Contractor fails to provide proper training on the approved tracking systems to operators and/or supervisors, and maintenance staff the performance penalties shall be \$250 per occurrence.
- If the Contractor fails to input accurate incident reports in the system, the performance penalties shall be \$250 per occurrence.
- If the Contractor fails to follow the approved tracking system policies and procedures manual, the performance penalties shall be \$250 per occurrence.
- If the Contractor fails to submit a weekly failure report for the approved tracking system equipment, the performance penalties shall be \$250 per occurrence.

Non-Operable Electronic Farebox: If a revenue vehicle equipped with a GFI farebox is placed into (MB) revenue service without an operable GFI farebox or if a malfunctioning farebox is not repaired or replaced within thirty (30) minutes of the reported malfunction the performance penalties shall be \$1,000 per occurrence.

Improper Vehicle Parking: If the Contractor parks in a non-layover zone, violates zone time limits, or incorrectly positions the vehicle at a bus stop or terminal or improperly parks a vehicle on a street, artery, or thoroughfare the performance penalties shall be \$250 per occurrence and the Contractor shall be responsible for any resulting fine.

Key Personnel: If the Contractor violates the requirements relating to Key Personnel in subsection (c) or (d) of Section 8, the performance penalties shall be \$5,000 per occurrence.

Non-Operable Electronic Destination Signs: If a revenue vehicle is in revenue service without an operable electronic Destination Sign (front, side, rear and dash sign as equipped) the performance penalties shall be \$1,000 per occurrence. If the driver is not properly using this system, there shall be a performance penalty of \$250.

Surveillance System: If a revenue vehicle is in revenue service without a 100% fully operable Surveillance System the performance penalties shall be \$250 per occurrence.

Contractor Defenses: BCAG may, in its discretion, provide the Contractor with relief (in whole or in part) from any performance penalties that could be assessed under this subsection if the Contractor provides sufficient evidence or documentation to BCAG that the events giving rise to the performance penalties in question were beyond the Contractor's control due to adverse and unusual weather or traffic conditions or due to a Force Majeure event.

XVI. PROJECT OPERATION RECORDS AND REPORTS

A. General

In order to document services under the subsequent agreement, the Contractor shall maintain all project records as requested by BCAG and as required for good business practices. The project operation records are intended to provide documentation of daily operations and to serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.

The Contractor shall accurately enter all required project operation data into tracking system on a daily basis. These data shall include but not be limited to: passengers; fare revenue; complaints; vehicle revenue hours and total vehicle hours; revenue, total, and fleet miles; accidents; and road calls. All service records prepared by the Contractor shall be maintained by the Contractor but owned by BCAG and shall be made available to BCAG at no additional charge.

Specific Reporting Requirements and Records: All reports shall be made in a format approved by BCAG. The Contractor shall prepare and maintain the following records and documents, and shall submit the following reports to BCAG:

Passenger Reports: Enter daily into tracking system wherever possible or otherwise create a separate report for the number of passengers, mobility devices, and bicycles that boarded each Revenue Vehicle during the previous month (itemized in accordance with the form of fare payment). Such information shall be compiled on a trip-by-trip basis for each route, and shall be further compiled by Weekday, Saturday, and Holiday Service. Such reports shall be made in a format approved by BCAG.

Service Reports: Enter into tracking system daily during the Contract Term, the actual number of, vehicle hours, revenue hours, total miles, revenue miles, and peak buses operated during the previous Monday through Saturday period. The Contractor shall also submit a report which includes any missed miles and hours to be subtracted from the total (to be included with monthly invoice). Such information shall be for each route and shall be made in a format approved by BCAG.

Daily Reports: The Contractor shall cause each operator of each bus to prepare a daily report on a form approved by BCAG indicating the time of departure, time of arrival, and number of passengers, mobility devices, and bicycles carried for each trip made on each route (if any of these data can be entered into the GFI farebox module it will be recorded in that manner). Such report shall be prepared each day and shall be signed by such operator. The Contractor shall also deliver to BCAG each week a report of the previous week's missed trips, early trips, and trips delayed more than 15 minutes, in a format approved by BCAG.

Monthly Summaries: The Contractor shall validate and prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: line-by-line operating data, accident report, road call report, wheelchair use report, bicycle rack use report, and other requested reports. Monthly summary reports shall be submitted to BCAG no later than five working days after the end of each month.

Incident and Accident Reports: The Contractor shall immediately notify the Executive Director or designee in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.

National Transit Database: In order to assure compliance with the annual National Transit Database (NTD) reporting requirement, the Contractor shall conduct on-board data sampling to statistically compute valid passenger mile data for all fixed route and special services it provides. The Contractor is to conduct its sampling in a manner that will assure maximum accuracy in reporting and that is consistent with the techniques described in FTA Circular 2710.1E (and any subsequent updates). BCAG will provide to the Contractor a list of all trips to be sampled at the beginning of each quarter. The Contractor shall submit the daily random sample trip sheets no later than 1:00 P.M. on Tuesday for the previous Sunday through Saturday sampled trips. The Contractor shall be responsible for the accuracy of all reported NTD and that the data meets FTA requirements and definitions, and for maintaining the most recent NTD data collection procedures.

Financial Records: The Contractor shall establish and maintain separate accounts of all project expenditures, receipts and any other relevant financial records or documents. The projects costs will include, but not limited to, the actual costs to maintain Revenue Vehicles. The Contractor's financial records shall be kept on a strict accrual basis according to U.S. Generally Accepted Accounting Principles (GAAP). All source documents shall be maintained for three fiscal years following final payment and may be audited by BCAG or FTA at any time upon reasonable notice within this period or anytime during the contract term.

Disadvantaged Business Enterprise (DBE) Report: The Contractor shall prepare a quarterly DBE report to be submitted no later than 30 days after the end of each quarter and an annual DBE report to be submitted no later than 30 days after the end of the fiscal year. The report shall include (A) a listing of all DBE firms used; (B) the type of procurement or work in which DBEs were involved; and (C) a percent (by dollar amount) of purchases from DBE firms, as measured against all other purchases.

Equal Employment Opportunity (EEO) Affirmative Action Report: The Contractor shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The Contractor shall, quarterly, prepare and provide to BCAG an EEO report which consists of the following:

Workforce Analysis for each job category; Job Group Analysis for each job category; Hiring Analysis for each job category; Promotional Analysis for each job category; Termination Analysis for each job category; Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and Availability Analysis that compares the current workforce against the available workforce.

Schedule Adherence Report: For purposes of evaluating schedule adherence, the Contractor shall prepare a monthly report of on-time performance for each route. This shall be accomplished through the approved tracking system. This report shall be submitted by the tenth (10th) day of the following month.

Surveys: BCAG may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of BCAG or its designee. The Contractor shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

Meetings: The Executive Director, appropriate BCAG management staff, the Contractor's General Manager, and appropriate Key Personnel shall meet weekly to review the overall performance of the Contractor and the administration of the subsequent agreement.

XVII. INSPECTION OF WORK

General: All Work (a term which includes service performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by BCAG to the extent practicable at all times and places during this Contract Term. All inspections by BCAG shall be made in such manner as to not unduly delay the Work. BCAG shall have the right to inspect and audit all data and records, including Contractor's financials, which pertain to the Contractor's performance under the subsequent Agreement.

Re-performance: If any Work performed is not in conformity with the requirements of the subsequent Agreement, the BCAG shall have the right to require the Contractor to perform the Work again in conformity with such requirements at no increase in cost to BCAG. In the event the Contractor fails promptly to perform the Work again, the Executive Director shall have the right, either by contract or otherwise, to have the Work performed in conformity with such requirements and charge to the Contractor any costs to BCAG that are directly related to the performance of such Work. When the Work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the Executive Director shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of the

subsequent; and (2) reduce the amount paid to the Contractor under the subsequent agreement to reflect the reduced value of the work performed.

XVIII. OPERATION DURING A DECLARED EMERGENCY

In the event of a declared emergency by BCAG, the Contractor shall deploy vehicles in a manner described by the Executive Director or his/her designee. BCAG shall compensate the Contractor, during such period of declared emergency, for services which significantly exceeds the normal expense of operating services during the emergency period by an amount agreed to by both parties.

XIX. REPLACEMENT SERVICES

- A. Need for Replacement Services:** In the event that the Contractor is unable, due to a strike, work stoppage, or other event not caused by BCAG, to provide services in full compliance with the requirements of the subsequent agreement, then BCAG may, in lieu of finding the Contractor in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). BCAG may utilize such replacement service as a substitute for all or any part of the Contractor's services and may maintain such replacement services in effect until the Contractor is able to resume performance in full compliance with the Agreement. Prior to implementing replacement services, BCAG shall notify the Contractor in writing and provide the Contractor with three (3) days to cure its noncompliance.
- B. Utilization of Replacement Services:** If BCAG utilizes replacement services under this Section, the Contractor shall be liable to BCAG for the actual amount by which the cost of such replacement services exceeds the amount that would have been payable under the subsequent agreement for comparable services including any expenses (including internal administrative costs) incurred by BCAG in soliciting and obtaining those replacement services. In addition, the only compensation due and payable to the Contractor by BCAG during any period in which replacement services are being provided shall be for any hours of service actually provided by the Contractor. Any actions taken by BCAG pursuant to this Section by reason of the Contractor's failure to perform shall not preclude BCAG from subsequently finding the Contractor in default for the same of any related failure to perform.

Reference Documents

- RD1 - Maintenance Staff Qualifications
- RD2 – Insurance
- RD3 – Vehicle Cleaning and Appearance
- RD4 – Operator Uniform Policy
- RD5 – Butte Regional Transit B-Line Drug and Alcohol Monitoring Policy and Procedures
- RD6 – Vehicle Conditions Policy
- RD7 – Fares
- RD8 – Federal Regulatory Requirements
- RD9 – Collective Bargaining Agreement (CBA), dated July 1,2017 – June 30, 2022

RD1 – MAINTENANCE STAFFING QUALIFICATIONS AND DESCRIPTION

Appropriate staffing levels will be required for routine preventative maintenance, running repairs, and training for revenue vehicles and non-revenue vehicles as well as sufficient staff to maintain the facility. Rebuilding of major components, including engines and transmissions, and major body repairs, is assumed to be purchased. The maintenance staffing levels proposed by the Contractor must be listed according to skill level for the variety of equipment. The following is a general description of maintenance staffing categories:

1. **"A" Mechanic**-- The highest-level line mechanic, either general or specialized in one technical area such as Brakes, Diagnostics, HVAC, Steering & Suspension, etc. Under general supervision, performs the most difficult repair tasks and may supervise subordinates; is capable of performing all repairs and adjustments to all vehicle systems; may act as shift leader and assists "B" and "C" mechanics and performs quality control functions for self and subordinates.

- I. **Purpose of Position:**

To diagnose and make logical decisions for the purpose of maintaining and repairing vehicle mechanical failures in a professional manner consistent with factory recommended procedures. This position requires a highly skilled and educated individual who has obtained the necessary qualifications, over a period of time, to become completely self-sufficient in the diagnosis and repair of all issues that could arise in the normal operation of a transit bus maintenance facility. Individual must be adequately prepared to make all decisions regarding the proper repair procedures to be followed for every mechanical problem encountered in the day to day operations. Individual must be able to follow factory repair and diagnosis procedures without assistance from other mechanics or outside sources more than 95% of the time and have the ability to obtain assistance from OEM's, other like transit agencies and/or other professionals in the bus maintenance industry when needed.

- II. **Primary Job Functions:**

- Perform all diagnostic procedures assigned to evaluate and implement a logical and efficient procedure for the timely and proper repair sequence to be followed for any mechanical failure which could arise in the transit bus environment.
- Perform appropriate diagnostic tests on all assigned vehicles and equipment in accordance with factory recommended policies and procedures.
- Services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment without requiring assistance from piers and management 95% of the time and knows where to seek assistance when needed.
- Must know how and who to contact to get assistance when necessary through equipment manufacturers, educators, and trades people.
- Must be able to complete all diagnosis and repairs using factory recommended procedures within industry time standards.
- Continues to keep updated on new technology relating to transit bus maintenance and repair procedures.
- Uses computer maintenance management system (MMS) to the fullest potential in accurately and clearly recording vehicle work orders, labor, and parts as well as time management and all other system functions.
- Uses factory repair and parts manuals, (both hard copy and computer systems), as well as computerized diagnostic equipment to their full capability.
- Must possess a complete set of heavy equipment tools and a roll-a-way tool

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RD1 – MAINTENANCE STAFFING QUALIFICATIONS AND DESCRIPTION

box necessary to perform the essential functions of the position.

- Ability to perform emergency roadside repairs.
- Applies sound safety practices in the transit maintenance environment. Maintains a clean and orderly work area.
- Works as a team player with other employees in a directed work team environment. Maintains professional effective working relationships with other transit employees, supervisors, administrators, passengers, outside contractors, suppliers and the public.
- Ability to maintain personal hygiene and grooming standards that are appropriate within the work environment.
- Operates transit vehicles in non-revenue service for road testing and coach change outs throughout the BCAG service area.
- Attend training as needed to maintain knowledge of emerging technology, current mechanical and shop procedures.
- Other duties as required.

III. Essential Knowledge and Skills:

- High school graduate or its equivalent.
- 2-year associates degree in automotive or medium/heavy duty vehicle technology or equivalent trade school certificate plus 5 years' experience working on transit bus vehicles.
- 10 years' experience working on automobiles, medium/heavy duty trucks, and/or transit buses along with some manufacturers training may be substituted for a 2-year degree or certificate.
- ASE Master Certificate in: A1:A8 (automotive), H1:H8, (Transit Bus), or T1:T8 (Heavy Truck). Plus L1 (Advanced Engine Performance Specialist), and/or L2 (Electronic Diesel Engine Diagnosis Specialist)
- EPA Certified in both 608 and 609 air conditioning systems required.
- Complete knowledge of the modifications, repair, and maintenance of light and heavy- duty gasoline, electric, and diesel-powered transit bus equipment.
- Must be able to complete assignments within industry time standards as published in the Chilton/Mitchell labor guide, OEM labor guide, and/or times developed by management through time proven experience.
- Completes service and repairs using professional workmanship and able to keep repeat repairs to less than a 5% comeback ratio.
- Must be able to evaluate parts accurately as to whether they are serviceable or unserviceable.
- Must be familiar with and able to use all types of auto/truck mechanical and machinist tools and equipment effectively including all relevant electronic and computerized diagnostic equipment.
- Must possess the knowledge and ability to use repair manuals, parts books, and reference material, in hard copy and computerized versions.
- Must be able to pass an employment physical examination (pre-employment or renewal) including a substance abuse screening.
- Must possess a Commercial Driver's License Class B or better with passenger endorsement and air brakes.
- Must have a clean driving record.

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2. **"B" Mechanic** -- Under general supervision, performs a wide variety of preventive maintenance and mechanical repairs. Maintains, troubleshoots, diagnoses, and/or repairs a broad range of vehicle systems including engine and emissions, drive train, brakes, climate control, electrical and specialty electrical systems, electronic systems, accessibility equipment, transmissions, and steering and suspension. Completes work orders properly and PMI forms with comments.

I. **Purpose of Position:**

To diagnose and make logical decisions for the purpose of maintaining and repairing vehicle mechanical failures in a professional manner consistent with factory recommended procedures. This position requires a skilled and educated individual who has obtained the necessary qualifications, over a period of time, to become knowledgeable in the diagnosis and repair of most issues that could arise in the normal operation of a transit bus maintenance facility. Individual must be adequately prepared to make most decisions regarding the proper repair procedures to be followed for the majority of the mechanical problems encountered in the day to day operations. Individual must be able to follow factory repair and diagnosis procedures with very little assistance from other mechanics or outside sources.

II. **Primary Job Functions:**

- Perform diagnostic procedures assigned to evaluate and implement a logical and efficient procedure for the timely and proper repair sequence to be followed for most mechanical failures which could arise in the transit bus environment.
- Perform appropriate diagnostic tests on assigned vehicles and equipment in accordance with factory recommended policies and procedures.
- Services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment requiring little assistance from supervisors and/or leads.
- Must be a team player and willing to accept advice and direction from A mechanics, leads and supervisors.
- Must be able to complete most diagnosis and repairs using factory recommended procedures within industry time standards.
- Continues to keep updated on new technology relating to transit bus maintenance and repair procedures.
- Able to use computer maintenance management system (MMS) to accurately and clearly record vehicle work orders, labor, and parts as well as time management and all other system functions.
- Uses factory repair and parts manuals, (both hard copy and computer systems), as well as computerized diagnostic equipment to their full capability.
- Must possess a complete set of heavy equipment tools and a roll-a-way tool box necessary to perform the essential functions of the position.
- Ability to perform emergency roadside repairs.
- Applies sound safety practices in the transit maintenance environment.
- Maintains a clean and orderly work area.
- Works as a team player with other employees in a directed work team environment. Maintains professional effective working relationships with other transit employees, supervisors, administrators, passengers, outside contractors, suppliers and the public.
- Ability to maintain personal hygiene and grooming standards that are appropriate within the work environment.

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- Operates transit vehicles in non-revenue service for road tests and coach change outs throughout the BCAG service area.
- Other duties as required.

III. Essential Knowledge and Skills:

- High school graduate or its equivalent.
- Some Junior College classes in automotive or medium/heavy duty vehicle technology or an equivalent trade school or manufacturers training plus a minimum of 15 years' experience working on automobiles, medium/heavy duty trucks, and/or transit buses.
- Of the 15 years' experience a minimum of 5 years must be in the transit bus industry.
- ASE certified in some of the following areas: A1:A8 (automotive), H1:H8, (Transit Bus), or T1:T8 (Heavy Truck).
- EPA Certified in both 608 and 609 air conditioning systems required. (*May be obtained within 6 months of start date*).
- Thorough knowledge of the modifications, repair, and maintenance of light and heavy- duty gasoline, electric, and CNG-powered transit bus equipment.
- Must be able to complete most assignments within industry time standards as published in the Chilton/Mitchell labor guide, OEM labor guides, and/or times developed by management through time proven experience.
- Completes service and repairs using professional workmanship and able to keep repeat repairs to less than a 5% comeback ratio.
- Must be able to evaluate most parts accurately as to whether they are serviceable or unserviceable.
- Must be familiar with and able to use all types of auto/truck mechanical and machinist tools and equipment effectively including all relevant electronic and computerized diagnostic equipment.
- Must possess the knowledge and ability to use repair manuals, parts books, and reference material, in hard copy and computerized versions.
- Ability to know limitations based on knowledge and experience and seek assistance as needed. Must be able to pass an employment physical examination (pre-employment or renewal) including a substance abuse screening.
- Must possess a Commercial Driver's License Class B or better with passenger endorsement and air brakes.
- Must have a clean driving record.

3. **"C" Mechanic** -- Mechanic's helper. An entry-level position that performs routine maintenance and repair under immediate supervision.

I. Purpose of Position:

To work with and assist A and B mechanics in the maintaining, diagnosing, and repairing of vehicle mechanical failures in a professional manner consistent with factory recommended procedures. This position requires a dedicated individual who has obtained some experience and training in maintaining and repairing vehicles and is willing to work with more experienced mechanics and learn from their knowledge and direction. Individual must be able to follow factory repair and diagnosis procedures under the guidance and direction of other more knowledgeable and experienced mechanics.

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RD1 – MAINTENANCE STAFFING QUALIFICATIONS AND DESCRIPTION

II. Primary Job Functions:

- Perform maintenance and repairs according to factory recommended procedures as directed.
- Services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment as directed by supervisors and/or leads.
- Must be a team player and willing to accept advice and direction from A & B mechanics, leads and/or supervisors.
- Continues to seek out and advance his/her knowledge in the transit bus maintenance and repair procedures.
- Able to learn and use computer maintenance management system (MMS) to accurately and clearly record vehicle work orders, labor, and parts as well as time management and all other system functions.
- Learns and uses factory repair and parts manuals, (both hard copy and computer systems), as well as computerized diagnostic equipment.
- Must possess a substantial starter set of heavy equipment tools and a roll-a-way tool box necessary to perform the essential functions of the position.
- Applies sound safety practices in the transit maintenance environment.
- Maintains a clean and orderly work area.
- Works as a team player with other employees in a directed work team environment. Maintains professional effective working relationships with other transit employees, supervisors, administrators, passengers, outside contractors, suppliers and the public.
- Ability to maintain personal hygiene and grooming standards that are appropriate within the work environment.
- Operates transit vehicles in non-revenue service for road tests and coach change outs throughout the BCAG service area.
- Attends training as needed to increase knowledge of emerging technology, current mechanical and shop procedures.
- Other duties as required.

III. Essential Knowledge and Skills:

- High school graduate or its equivalent.
- Some Junior College classes in automotive or medium/heavy duty vehicle technology or equivalent trade school or manufacturer training helpful. 2years experience working on automobiles, medium/heavy duty trucks, and/or transit buses.
- Some ASE certifications preferred in any of the following categories: A1:A8 (automotive), H1:H8, (Transit Bus), or T1:T8 (Heavy Truck).
- A working knowledge of the modifications, repair, and maintenance of light and heavy- duty gasoline, and diesel-powered transit bus equipment.
- Must be able to meet an acceptable level efficiency on assigned tasks as observed by the immediate supervisor/lead.
- Completes service and repairs using professional workmanship and able to keep repeat repairs to less than a 5% comeback ratio based on industry standards.
- Ability to know limitations based on knowledge and experience and seek assistance as needed.
- Must be familiar with and able to use all types of auto/truck mechanical and machinist tools and equipment effectively.

(Revised 11/2018)

RD1 – MAINTENANCE STAFFING QUALIFICATIONS AND DESCRIPTION

- Must possess the ability to learn and use repair manuals, parts books, and reference material, in hard copy and computerized versions.
- Must be able to pass an employment physical examination (pre-employment or renewal) including a substance abuse screening.
- Must possess a Commercial Driver's License Class B or better with passenger endorsement and air brakes. Must have a clean driving record.

4. **Parts Clerk** -- Assists with all aspects of the Parts Department, including ordering parts, maintaining proper inventory, issuing parts, communicating with vendors, conducting periodic inventory audits, generating purchase orders, keeping the MMS program current, generating needed reports, and performing related duties as required.

I. Primary Job Functions:

- Review, edit and update daily fuel report.
- Generate daily work orders for graffiti window insert and film replacement and post parts and labor. Schedule window replacements as necessary as well as seat repair and/or replacement. Schedule graffiti, paint repair, and any other necessary outside service related repairs including warranty repairs.
- Manages accounts payable to include: invoice tracking and entering into accounting program, assigning account numbers, communicating with vendors on payment issues, and copying and filing of packing slips, invoices and purchase orders.
- Assist with purchase orders, placing orders, and distribution of parts to mechanics.
- Assimilates all receipts for hazardous waste removal such as batteries, tires, light bulbs, etc. etc. along with waste manifests for oil, coolant, and filters and provides them to the maintenance clerk for the proper filing and tracking.
- Maintains a complete inventory of parts to ensure adequate supply within maximum and minimum guidelines.
- Maintains ongoing monthly periodic and annual inventory checks.
- Issues parts as needed.
- Checks incoming parts orders for accuracy and closes purchase orders.
- keeps parts and storage area clean and organized.
- Prints out and applies bin and parts labels properly.
- Issues purchase orders to be applied to stock or work order as required for the authorization of the Maintenance manager.
- Ensures proper return of inventory and cores to the proper vendor.
- Retrieve and sort mail to distribute to the intended recipients.
- Provide appropriate MSDS sheets to the maintenance clerk for proper filing and distribution.
- Manages warranty repair work orders and claims processing.
- Other duties as required.

II. Essential Knowledge and Skills

- High school graduate or its equivalent.
- Minimum of 2 years' experience in the acquisition, disbursement and inventory of parts and supplies, utilizing modern storeroom and inventory practices.
- Basic knowledge of computers and the ability to learn computerized maintenance programs.

(Revised 11/2018)

RD1 – MAINTENANCE STAFFING QUALIFICATIONS AND DESCRIPTION

- Ability to identify and locate a variety of parts and supplies.
- Must be able to pass an employment physical examination (pre-employment or renewal) including a substance abuse screening.
- Clean driving record.

5. **Servicers, fuelers, washers, and hostlers** -- Fuel, clean, wash, and park buses. May add fluids as necessary and perform other basic vehicle-related tasks. Must possess a California class B license with air brake and passenger endorsement if vehicles are driven on public roads.

BCAG reserves the right to approve all off-site maintenance work. Maintenance work currently done off-site includes the following:

- Body work - various vendors
- Engine and transmission major overhauls/rebuilds - various locations
- Selected machine work – various vendors

6. **Service writer/advisor** --The Service Advisor will perform complex administrative work, coordinate with the Maintenance Manager and other lead personnel. The Service Advisor is responsible to produce and organize all (electronic) paperwork, set priorities, and give direction to mechanics. This position reports to the Maintenance Manager.

I. **Primary Job Functions:**

- Create, document, review, and close work orders in real time using RTA software.
- Track road calls for repeats, trends, and various reports.
- Review and analyzes work order history on all work orders created, and check for repeat failures.
- Communicate with lead technician and assign mechanics to jobs
- Discuss bus availability and road call issues with dispatch. Assigns mechanics to road calls and documents in real time using RTA software.
- Track and schedule deferred repairs and PMI's
- Coordinate with dispatch on scheduling buses for PMI's and other scheduled work
- Assist parts department with delivery of parts to mechanics and assist with creating parts requisitions for mechanics
- Verify DBR repairs were addressed
- Track preventive maintenance schedule of all buses to ensure schedules are accurate
- Assists the maintenance department with sending vehicles for outside repairs and scheduling warranty repairs
- Generate and send reports daily, weekly, monthly and annually as required by BCAG and the Contractor.
- Monitor productivity, fleet reliability and performance, and all aspects of safety.
- Monitor technicians' work performance and productivity and report to the maintenance manager.
- Ensure vehicles are being maintained in a safe, clean, and reliable manner to fulfill contractual obligations and ensure customer satisfaction.
- Other duties as required

(Revised 11/2018)

RD1 – MAINTENANCE STAFFING QUALIFICATIONS AND DESCRIPTION

II. Essential Knowledge and Skills:

- High school diploma or GED.
- Basic knowledge of automobile and/or bus maintenance a plus
- Must be able to type a minimum of 45 words per minute
- Proficient in Word, Excel, and other MS office programs
- Must be able to work flexible hours
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and parts manuals. Ability to write routine reports and correspondence.
- Ability to comprehend and follow standard operating procedures
- Must be highly organized with an ability to effectively coordinate multiple projects and priorities
- Basic 2-way radio skills
- Must be able to work amid constant interruptions and can prioritize and deal with time pressures
- Must have good communication skills to be able to give directions
- Must be autonomous and be self-directed. Must have basic math abilities to analyze and track maintenance information
- Must be able to pass a pre-employment physical examination including a drug test

III. Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations, as sanctioned the Department of Transportation may be made to enable individuals with disabilities to perform the essential functions.

- May be required to lift up to thirty-five (35) pounds
- Performs physical activities that require considerable use of the arms, repetitive hand-wrist motion, and legs and moving the whole body, such as climbing, lifting, balancing, walking, standing, bending, and handling materials
- While performing the duties of this job, the employee frequently works in outside weather conditions. The employee is frequently exposed to heat/cold conditions

RD2 - INSURANCE

1. INSURANCE REQUIREMENTS

A. General Requirements for Contractor

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by BCAG's Executive Director or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

- (i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises, operations, vehicle storage and bus stops (including the use of BCAG owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than
 - \$20,000,000 per occurrence for bodily injury and property damage
 - \$20,000,000 per occurrence for personal and advertising injury
 - \$20,000,000 aggregate for products and completed operations
 - \$20,000,000 general aggregate
- (ii) **COMMERCIAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$20,000,000 per accident for bodily injury and property damage.
- (iii) **AUTOMOBILE PHYSICAL DAMAGE** insurance to include collision and comprehensive coverage for all BCAG vehicles operated, maintained, used and/or stored by Contractor, or in the care, custody and control of Contractor, under this Agreement. This insurance shall include replacement cost coverage for all BCAG vehicles operated, maintained, used and/or stored by Contractor, or in the care, custody and control of Contractor, under this Agreement.
- (iv) **FIDELITY BOND/CRIME** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial Crime Coverage Form CR 00 20 and include coverage for employee theft, forgery or alteration, inside the premises – theft of money and securities, inside the premises – robbery or safe burglary, outside the premises, computer fraud, funds transfer fraud and money orders and counterfeit paper currency, with limits of liability of not less than \$100,000 per claim/occurrence.
- (v) **WORKERS' COMPENSATION** insurance as required under the California Labor Code.
- (vi) **EMPLOYERS' LIABILITY** insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(vi) **PROPERTY** insurance against all risk of loss to the Facility, improvements and betterments therein, business personal property of BCAG, including all tools, equipment and materials, used by Contractor, or in the care, custody and control of Contractor, under this Agreement. This insurance shall include replacement cost coverage, with no coinsurance penalty provision.

Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, BCAG requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCAG.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the BCAG's Executive Director or his/her designee. At the option of the BCAG's Executive Director or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to BCAG, its members, board members, officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to BCAG's Executive Director or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall BCAG be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to BCAG. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish BCAG with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for BCAG, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name BCAG, its members, board members, officers, officials, employees and agents as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of BCAG. The coverage shall contain no special limitations on the scope of protection afforded to BCAG, its members, board members, officers, officials, employees, and agents. The Automobile Physical Damage, Fidelity Bond/Crime and Property insurance policies shall name the BCAG as a loss payee. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to BCAG, its members, board members, officers, officials, employees and agents.

Contractor and its insurers shall waive all rights of contribution, recovery and subrogation against BCAG, its members, board members, officers, officials, employees and agents on account of any injury, death or property damage to any person, including any injury or death to the Contractor, its principles, officers, employees, agents, consultants, contractors, subcontractors, invitees, or Contractor's property or the property of others under Contractor's care, custody and control. Contractor shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive expiration or termination of this Agreement.

Contractor shall furnish BCAG with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by BCAG's Executive Director or his/her designee in his/her sole discretion prior to BCAG's execution of this Agreement and before work commences.**

Upon request of BCAG, Contractor shall immediately furnish BCAG with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by BCAG that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to BCAG. Any failure to maintain the required insurance shall be sufficient cause for BCAG to terminate this Agreement. No action taken by BCAG hereunder shall in any way relieve Provider of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify BCAG shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of BCAG, its members, board members, officers, officials, employees and agents, in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and BCAG prior to the commencement of any work by the subcontractor.

B. Contractor's Responsibility Regarding Hazardous Substances

i. Definition:

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under the Federal Pesticide Fungicide and Rodenticide Act (7 U.S.C. 136, et seq.), and any hazardous waste, toxic, or dangerous substance or related material, including any materials defined or treated as a "hazardous substance," "hazardous waste," "toxic substance" or contaminant (or comparable term) under any law.

ii. Indemnification:

Contractor shall indemnify, defend, and hold harmless BCAG and its members, board members, officers, officials, employees and agents from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including reasonable attorneys'

and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances during, or as a result of, Contractor's operations and work under this Agreement, or by any employee, representative, agent, contractor, sub-contractor, supplier, customer, guest, invitee of Contractor, or as a result of Contractor's failure to provide any or all information, make any or all submissions, and take any and all steps required by any or all Authorities under the Laws and any and all other environmental laws. This requirement shall survive the termination or expiration of this agreement.

C. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice and are required to be maintained in force until completion of the contract.

C. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Butte County Association of Governments
ATTN: Andy Newsum, Deputy Director
326 Huss Drive, Suite 150
Chico, CA 95928

2. MINIMUM INSURANCE COVERAGE

- 1) **Commercial General Liability including Products/Completed Operations:** \$20,000,000; per occurrence for bodily and property damage liability and \$20,000,000 aggregate; *BCAG named and endorsed as an Additional Insured.*
- 2) **Automobile Liability:** \$20,000,000; per occurrence for bodily and property damage liability and aggregate; *BCAG named and endorsed as an Additional Insured.*
- 3) **Workers' Compensation:** statutory limits
- 4) **Employer's Liability:** \$1,000,000; per occurrence.

RD3 - BUS CLEANING AND VEHICLE APPEARANCE PROGRAM

The Contractor is responsible for completing, at minimum, the cleaning schedule outlined in this section for the entire BCAG fleet. All costs for supplies and labor for cleaning, repairing, and fumigation of vehicles are the responsibility of the Contractor. Bus cleaning shall be scheduled as follows:

1.1. Graffiti Removal and Fumigation

- Remove all graffiti from the bus interior and exterior as soon as possible and at least daily. BCAG requires a "zero tolerance" graffiti and vandalism policy. All graffiti and vandalism (including, but not limited to, damaged and/or vandalized windows, window frames, walls and body panels, floors, stanchions, barriers, seats, seat inserts, seat covers, etc.) shall be repaired every night prior to deployment the next day or BCAG may assess liquidated damages;
- Each vehicle shall be fumigated as needed to eliminate vermin and insects.

1.2. Interior Cleaning

1.2.1 Daily:

- Clean all windows and window tracks;
- Clean all mirrors and glass surfaces;
- Clean wheelchair tie-down hard points, straps, and hardware;
- Wipe off dashboard, gauges, and all hard surfaces that are not swept or mopped;
- Clean steering wheel;
- Wipe off all seats, front and back;
- Sweep and mop all floor and step areas (front and rear stepwell), including the driver's area, behind wheelchair lifts, and under all seats;
- Remove all gum;
- Empty trashcans;
- Restock all route booklets, comment cards, rider alerts, etc. neatly and in an organized manner;
- Clean all poles, stanchions, and barriers;
- Vacuum or blow out wheelchair ramp tracks;
- Remove any tape, trash, and debris, from walls, poles, and barriers;
- Wipe down all walls and rear A/C filtergrate;
- Replace damaged, peeling, and fading decals.

1.2.2 Bi Weekly:

- Detail cleaning of driver area, driver seat, all seat belts, and dash area (including vents, bezels, louvers, switches and knobs);
- Wash and clean wheelchair ramp/lift, wheelchair ramp/lift area and doors, passenger door/mechanism areas, front and rear stepwells, and doorways;

RD3 - BUS CLEANING AND VEHICLE APPEARANCE PROGRAM

1.2.3 Quarterly

- All fabric seats shall be cleaned using professional upholstery cleaning equipment;
- Detail cleaning to seats, seat frames, flooring, step areas, lighting areas (lenses and panels), ceiling, walls, panels, barriers, stanchions, driver's area, wheelchair lift/ramp and area, doors, etc.

1.3. Exterior Cleaning

Exterior vehicle cleaning shall be performed a minimum of every other day provided there is no extraordinary amount of dirt, grease, grime, oil, etc.

1.3.1 Daily (every other day)

- Wash full exterior of vehicle (including top);
- Front of bus (including, but not limited to, head sign glass and area, windshield(s), mirrors, hood, and bike rack), back of bus, body panels behind wheels, and any exterior area of the bus not properly cleaned by bus wash shall be scrubbed with soap and water prior to entering bus wash;
- Wheels and hubs shall be cleaned and brought to an "as new" condition (this may require special treatment);
- All chrome (typically bumpers) shall be cleaned and water spots removed;
- Bike racks shall be scrubbed with soap and water prior to entering bus wash;

1.3.2 Quarterly

- Wheels shall be painted or detailed as appropriate.

1.3.3 Semi-Annually

- Deep clean all exterior painted surfaces;
- Remove all hard water spots from all glass and painted surfaces;
- Wax, and polish;

RD4 - OPERATOR UNIFORM POLICY

NOTE: BCAG operators are the face and personality of the organization. As such, any time a BCAG operator is "in uniform" s/he is required to comply with this policy whether on or off duty. Deviations from this policy must be approved by BCAG in writing.

Navy blue slacks/shorts

Slacks/shorts must be clean, pressed and with no visible wear areas. Shorts may be worn only between May 1st and September 30th of each year. **BCAG may approve additional Months if requested by CONTRACTOR.**

Solid polo shirt

Shirts must be clean, pressed and with no visible wear areas. Shirts must be tucked in at all times. Rolled up sleeves are not allowed. Pregnant operators may wear their shirts outside their slacks/shorts as long as their shirts are tailored with a square cut bottom.
First name and employee number must be visible on left side of shirt.

Black shoes and black or navy-blue socks

All footwear must be conservatively styled, hard soled, with closed toe and heel. Heel heights or shoe design must not impact safe operation of the vehicle. When wearing boots, the trouser legs must remain outside the boot at all times. Shoes must be shined. Tennie shoes are not allowed.

Black belt

All belts must be conservative in style. Belt buckles must be conservative in both style and size. Suspenders are not allowed.

Employee Badge

Employee badges, must be displayed and visible at all times on the right side of the outer most garment.

Coach Employee Placard

The operator is required to display name placard in the space provided on the destination sign door of the bus any time that bus is in service.

Hair

Operator's hair must be clean and well groomed. For safety reasons, hair must not hang over the eyes or otherwise impair vision. Hair may be placed in a braid, ponytail, or hair clips; however, hair clips must be conservative in size and professional in style.

Headbands, ribbons, and scarves are not permitted. Hair must not be of an unnatural color or style which compromises the professional appearance of the operator, such as spikes, Mohawks, or blue, pink, green, etc.

Mustaches, Beards and Sideburns

Operator's moustache, beard and sideburns must be neatly trimmed and well-groomed at all times.

RD4 - OPERATOR UNIFORM POLICY

Fingernails

Fingernails must be neatly trimmed and conservative in style and must not impact the operator's ability to operate the bus safely and perform other tasks as required.

Jewelry

Jewelry must be conservative and appropriate for the workplace. Earrings should not exceed one (1) inch in diameter. Visible facial jewelry and multiple piercings are strictly prohibited.

Hats

Hats are optional but only BCAG approved hats and visors will be permitted. Black beanies may be worn. Hats or beanies may not have words, symbols, or logos on them.

Watches

Operator is required to have a reliable and accurate timepiece in their possession while on duty.

Undergarments

Undergarments must be a solid color (white is preferred). No lettering or graphics visible through the uniform shirt material are allowed. No portion of any undergarment can be visible outside of the uniform.

Sweaters / Jackets

Operators may wear a unisex pullover sweater vest, zipper vest, zipper sweater, jacket or button sweater that must be navy blue or black in color and may include a single BCAG logo/patch approved by BCAG. No hooded sweatshirts or "hoodies" are permitted.

RD5



**RD - Contractor Drug and Alcohol Monitoring
Policies & Procedures**
(Rev. 11/18)



BCAG
BUTTE COUNTY ASSOCIATION
OF GOVERNMENTS

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RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL MONITORING POLICY & PROCEDURES

All contract service providers that perform safety-sensitive functions as defined by Federal Transit Administration {FTA} rules for the Butte County Association of Governments (BCAG) must understand and comply with the FTA's Drug and Alcohol Testing Regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40).

For purposes of this compliance program, **safety-sensitive employees** are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

1. operating a revenue service vehicle, including when not in revenue service
 - a. (i.e., mechanic, driver, dispatcher, etc);
2. operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
3. controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
4. maintaining (including repairs, overhaul, and rebuilding) revenue service vehicle or equipment used in revenue service; and
5. carrying a firearm for security purposes.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

PROCEDURES

1. BCAG shall ensure that all bids and Requests for Proposals (RFPs) for services that include the performance of safety-sensitive functions, as defined above, shall include a provision requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. BCAG reserves the right to audit the proposer's drug and alcohol testing program prior to awarding the contract.
2. Prior to start of work, the successful bidder shall demonstrate current compliance and complete the attached schedules, provide the required documentation, and certify to BCAG that contractor is in compliance with the DOT/FTA regulations. Compliance can be achieved through an in-house program or through a consortium.
3. Using the report format prescribed by the FTA, each contractor shall send a quarterly drug and alcohol testing report to BCAG with a cover memo summarizing the results for the B-Line operation. The quarterly report must be submitted no later than the 15th of the month following the close of each quarter. Continued payment of contractor invoices by BCAG is contingent upon contractor submission of the required quarterly reports on a timely basis and compliance with FTA-mandated rules.

RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL MONITORING POLICY & PROCEDURES

4. On an annual basis, and no later than February 15 of each year, each covered contractor shall submit to **BCAG**:
 - A. Annual drug and alcohol testing data using the FTA's Drug and Alcohol Testing MIS Data Collection Form with a cover memo summarizing the results for the B-Line operation. The report shall cover testing conducted during the previous calendar year.
 - B. Certification of its compliance using the "Substance Abuse Certifications" in the "Annual List of Certification and Assurances for Federal Transit Administration Grants and Cooperative Agreements" which is published annually in the Federal Register. A copy of the signed certification shall be sent to BCAG.
 - C. Completed Schedules A through D with required attachments.

The quarterly and annual reporting documentation shall be addressed as follows:

BCAG
326 Huss Drive, Suite 150
Chico, CA 95928
Attention: Transit Manager/Executive Director

5. Designated staff from BCAG shall be responsible for the ongoing monitoring of contractor compliance with DOT/FTA regulations, including ensuring that the quarterly and annual reports, schedules, attachments and certification as described above are submitted on time. BCAG may audit contractor compliance. Such audits may include site visits.
6. The contractor's Vice President of Operations shall be responsible for coordinating contractor responses to any audit findings and ensuring that corrective actions are taken on a timely basis.
7. On an annual basis, and no later than March 15th of each year, BCAG shall submit to FTA the annual Drug & Alcohol testing results. BCAG shall submit the report using the MIS Internet reporting system (<http://damis.dot.gov>). The report shall cover testing conducted during the previous calendar year.

**RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL
MONITORING POLICY & PROCEDURES**

SCHEDULE A: POLICY VERIFICATION			
Person designated by the employer to answer questions about the drug and alcohol misuse program:			
Name:		Phone:	
Ref #	Complies with FTA's 49 CFR 655	Reference Policy Page Number	FTA Requirement – Does the policy:
1a	Yes No		Contain the approval of "final authority" for the agency?
1b	Yes No		Contain the name, location and phone number of contact person?
2	Yes No		State that all safety-sensitive employees are covered by the drug and alcohol testing program, including those that: <ol style="list-style-type: none"> 1. Operate revenue service vehicles, including when not in revenue service (i.e., mechanic, driver, dispatcher, etc); 2. Operate non-revenue service vehicles when required to be operated by a holder of a Commercial Driver's License (CDL); 3. Control dispatch or movement of revenue service vehicles or equipment used in revenue service; 4. Maintain revenue service vehicles or equipment used in revenue service (including repairs, overhaul, and rebuilding); and 5. Carry a firearm for security purposes?
3	Yes No		Specifically prohibit the behaviors, including when the FTA regulations prohibit the use of alcohol and drugs (i.e., marijuana, cocaine, opiates, phencyclidine, amphetamines)?
4	Yes No		Require covered employees submit to drug and alcohol testing administered in accordance with FTA regulations?
5	Yes No		Explain when and under what circumstances employees will be tested for drugs and alcohol and include the following: <ol style="list-style-type: none"> 1. Pre-employment; 2. Random; 3. Reasonable suspicion; 4. Return to duty; and 5. Follow-up testing?
6	Yes No		Describe the behavior and circumstances that constitute refusal to take a drug and/or alcohol test and state that refusals constitute a verified positive test result?
7	Yes No		Describe the consequences for a covered employee who has a verified positive result?
8	Yes No		Include a second chance provision?
9	Yes No		If the answer to #8 is yes, is a description of the evaluation and treatment processes included?
10	Yes No		Explain the consequences for covered employees found to have an alcohol concentration of 0.02 or greater but less than 0.04?
11	Yes No		Include elements of an anti-drug or alcohol misuse program that are in addition to those required by FTA?
12	Yes No		If the answer to #11 is yes, are such elements clearly described as being based on the employer's authority independent of FTA authority?

**RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL
MONITORING POLICY & PROCEDURES**

SCHEDULE B: LABORATORY REQUIREMENTS

Ref #	Complies with FTA's 49 CFR 655	Attached	FTA Requirement / Place attachments behind Schedule B.
13		Yes No	The contractor is required to utilize drug testing laboratories certified by the DHHS. <i>(Note: The use of these laboratories is verified by reviewing the Drug Testing Custody and Control Form and/or contracts between the contractor and the laboratories.)</i>
13a		Yes No	Drug Testing Custody and Control Form and/or contracts between the contractor and the laboratories.
13b		Yes No	Federal Register's notice listing all currently certified laboratories (see below).
13c		Yes No	Confirmation that laboratories in use are on register.

Notes:

13b: This is published in the Federal Register during the first week of each month and is updated to include laboratories that subsequently apply for and complete the certification process. If any listed laboratory's certification is totally suspended or revoked, the laboratory will be omitted. A link to a list of certified labs is available at the following website:

http://workplace.samhsa.gov/frames/frame_drugtest.htm

13c: Locate laboratories used and highlight on Federal Register's notice listing all currently certified laboratories.

**RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL
MONITORING POLICY & PROCEDURES**

SCHEDULE C: TESTING FACILITIES AND PROFESSIONALS

Collection Site:

Name:

Address:

Phone:

Date Last Inspected (attach completed checklist):

Medical Review Officer (MRO):

Name:

Address:

Phone:

Attach copy of current license behind Schedule C.

Substance Abuse Professional (SAP):

Name:

Address:

Phone:

Attach copy of current license behind Schedule C.

Breath Alcohol Technician (BAT):

Name:

Address:

Attach copy of current license behind Schedule C.

Breath Alcohol Technician (BAT):

Name:

Address:

Attach copy of current license behind Schedule C.

Screen Test Technicians (STT):

Name:

Address:

Attach copy of current license behind Schedule C.

Screen Test Technicians (STT):

Name:

Address:

Attach copy of current license behind Schedule C.

If additional space is required, please copy this page.

RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL MONITORING POLICY & PROCEDURES

SCHEDULE D: MISCELLANEOUS			
Ref #	Complies with FTA's 49 CFR 655	Attached	FTA Requirement / Place attachments behind Schedule D.
14	Yes No	Yes No	Attach a detailed description of the random selection process, including: <ul style="list-style-type: none"> • Who selects numbers • How often selections are made (daily, weekly, monthly, quarterly) • How soon after selections are made the tests are performed • Who notifies employee of test requirement • During what part of the employees' shift tests are conducted (beginning, middle, end, combination) • What type of employee identification is being used for random testing • Number of safety-sensitive employees • Required number of tests needed to be performed to meet the regulatory requirement for both drug testing (50%) and alcohol testing (10%) • List of all agencies or departments that are included in your random testing pool. For each agency indicate the name, title, and phone number of the person who oversees it
15	Yes No	Yes No	Employee and Supervisor training documentation
16	Yes No	Yes No	Annual Drug and Alcohol Testing MIS Data Collection Form
17	Yes No	Yes No	Contractor's Certification

**RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL
MONITORING POLICY & PROCEDURES**

**Certification Regarding Alcohol Misuse and
Prohibited Drug Use**

- 1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

- 2) The undersigned 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 Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (9)), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature _____

Name _____

Date _____

Company Name _____

Title _____

**RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL
MONITORING POLICY & PROCEDURES**

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

******SAMPLE******

**ZERO TOLERANCE DRUG AND ALCOHOL POLICY FOR
EMPLOYEES IN SAFETY-SENSITIVE JOB FUNCTIONS**

Summary: This is a zero-tolerance policy covering this transit system and is applicable to all Butte County Association of Governments Transportation employees who are incumbents in safety-sensitive positions, to all applicants or employees who may apply for or who may transfer to a safety-sensitive position and to contractors who perform safety-sensitive job functions. This program was initially installed by this corporation January 1, 1995.

The Drug and Alcohol Program Manager/Designated Employer Representative for this location is: _____

DD/MM/YYY is this revision of the Butte County Association of Governments Transportation Drug and Alcohol Policy that was installed at B-Line.

RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL MONITORING POLICY & PROCEDURES

INTRODUCTION

Appendix A – Safety Sensitive Employees: The following positions are considered to be safety sensitive:

- Vehicle Operators
- Un-Armed Security (Third Party Contractor)
- Dispatchers
- Mechanics and other Maintenance Personnel

Appendix B – Definitions:

Adulterated Specimen – A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol Use – The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol.

Breath Alcohol Technician – A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

Cancelled Test – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49 CFR Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

Collector – A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the Custody and Control form.

Dilute Specimen – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling Damage – Damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- 1) Inclusion: Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.
- 2) Exclusions:
 - a. Damage that can be remedied temporarily at the scene of the accident without special parts or tools.
 - b. Tire disablement without other damage even if no spare tire is available.
 - c. Headlamp or tail light damage.
 - d. Damage to turn signals, horn, or windshield wipers, which makes the vehicle inoperable.

DOT – The U.S. Department of Transportation.

RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL MONITORING POLICY & PROCEDURES

Evidential Breath Testing (EBT) Device – A device approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentrations, placed on NHTSA’s Conforming Products List (CPL) for “Evidential Breath Measurement Devices” and identified on the CPL as conforming with the model specifications available from NHTSA’s Traffic Safety Program.

FTA – The Federal Transit Administration, an agency of the U.S. Department of Transportation.

HHS – The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Mass Transit Vehicle – A vehicle used for mass transportation or for ancillary services.

Medical Review Officer (MRO) – A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.

Split Specimen – In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted specimen.

Substance Abuse Professional – A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and aftercare.

Substituted Specimen – A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

Verified Test – A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

Appendix C

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS AGREEMENT WITH RESPECT TO SUBSTANCE ABUSE TESTING

I, the undersigned employee of BUTTE COUNTY ASSOCIATION OF GOVERNMENTS hereby certify that I have been furnished with a copy of Butte County Association of Governments’ Substance Abuse Policy for Safety-Sensitive Employees, including its Employee Assistance Program (EAP) and that I have had training on the same. I understand that should I decide to use the services of the Employee Assistance Program (EAP) for a substance abuse problem, that the EAP is required to notify Butte County Association of Governments’ Substance Abuse Program Administrator in order to protect my employment. I further certify that I have been provided with informational material, education and training on the dangers and problems of drug and/or alcohol use.

Executed this: _____ day of: _____, 20 XX

Employee Signature: _____

Print Name: _____

**RD5 - BUTTE REGIONAL TRANSIT B-LINE CONTRACTOR DRUG AND ALCOHOL
MONITORING POLICY & PROCEDURES**

Appendix D

RESOLUTION AUTHORIZING THE ADOPTION OF SUBSTANCE ABUSE POLICY

WHEREAS, the purpose of Butte County Association of Governments' Substance Abuse Policy is to establish guidelines in implementing a drug and alcohol testing program that meets the requirements of the Federal Transit Administration (FTA); and

WHEREAS, the goal of the prohibited substance abuse testing program is to achieve a drug and alcohol-free work force in the interest of the health and safety of employees and the public; and

WHEREAS, participation in the prohibited substance abuse testing program is a requirement of each safety-sensitive employee, and, therefore is a condition of employment.

NOW, THEREFORE BE IT RESOLVED by the Chief Operating Officer of BUTTE COUNTY ASSOCIATION OF GOVERNMENTS, as follows:

Section 1. That all testing under the FTA requirements are conducted in accordance with 49 CFR Part 40, as revised: Procedures for Transportation Workplace Drug and Alcohol Testing Programs and in accordance with 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations; and

Section 2. That the amended policy on Substance Abuse becomes effective on January 1, 2007 or the date of adoption.

Adopted:

RD6 – BCAG VEHICLE CONDITION POLICIES

Butte County Association of Governments has a “Zero Tolerance” policy on graffiti, cosmetic damages and any issues or defects which compromise safety. It also enforces strict standards to ensure that its customers are given the highest quality of courteous and dependable transit service. In making any decisions, the rule is “Safety first, then customer service, then customer comfort”.

Butte County Association of Governments does not tolerate any interior or exterior damage or actions that may compromise the safety of its passengers, its employees, the Contractor’s employees, or the general public. This may include (but is not limited to) loose, broken or missing pieces, dirt, trash, etc. It may include any Operator actions or decisions that may violate safety rules. If the Butte County Association of Governments Contract Compliance Supervisor or any senior administration staff sees a bus with safety defects, the Contractor will be notified immediately of this finding. At that point, the Contract Compliance Supervisor or senior administration staff has the authority to pull the bus out of service immediately, and to instruct the Contractor to replace the bus immediately, or to allow the bus to continue until the end of its current trip. If there are extenuating circumstances that may delay the Contractor from replacing the bus within the time allowed, the Contractor will advise BCAG of the reasons for the delay, request that the bus remain in service, and identify the time and location the bus will be replaced. The Contractor will still be cited for this delay. The Contract Compliance Supervisor or senior administration staff has the option to deny this request and remove the bus from service.

- **Brakes:** any item relating to the brake system that does not meet acceptable standards. Brake adjustments, worn linings and air leaks are automatic “out of service” items.
- **Air systems:** must be clean and properly maintained. There are no acceptable exceptions.
- **Steering and suspension:** steering box, lines, kingpins, tie rods, radius rods, bellows, valves, bushings, shocks, etc., that are worn close to or past the limits dictated by good preventive/predictive maintenance practices.
- **Engine and Transmission:** dirty engine compartments, any fluid leaks, worn hoses lines or belts, exhaust leaks, excessive smoke, etc.
- **HVAC:** must be fully operational and performing to specs. No defects will be acceptable.
- **Wheelchair lift and/or ramps and ties downs:** must be fully operational. No defects will be acceptable.
- **Destination signs:** must be fully operational and readable by the public. No more than 5% of any pixels can be out, provided that the full sign is still readable.
- **Fuel leaks:** no defects acceptable.
- **Gas detection/Fire suppression:** no defects acceptable.
- **Doors:** all features that relate to operations or safety must be fully operational.
- **Interiors:** must be clean and graffiti free. No torn, stained or dirty seats, dirty or damaged rear or side panels, loose handrails, loose screws, etc. Any scratches of 1/4th inch or longer may be considered to be graffiti. Damaged or missing decals are not acceptable.
- **Windows and window guards (if installed):** must be clean, spot and graffiti free. Windows must be fully operational.
- **Exteriors:** must be clean and free of all body damage, including tree scratches. Faded or torn bumpers and fender flares, excessive soap buildup, water spots, and damaged, faded, or missing decals are not acceptable.
- **Tires and wheels:** Tire tread must meet minimum requirements and specified in the Operating Agreement. Tire height between inner and outer tires on the same side must not differ by more

RD6 – BCAG VEHICLE CONDITION POLICIES

- than 3/32 inch. Leaking seals, loose or missing studs and lug nuts, and dirty wheels are not acceptable. Tires with cuts, grooves, or evidence of curb damage (past the manufacturer's rub bars) are not acceptable. It is the obligation of the contractor to supply a reasonable stock of bus parts. Under no circumstances are parts to be removed from any bus whether operational, down for repairs, or waiting to be disposed of without written permission from Butte County Association of Governments.

If there are any questions or disagreements on implementation of this policy, the final decision will be made by BCAG.

BCAG does not tolerate any graffiti or other damage on the exterior or interior of its buses. This includes but is not limited to marks made by ink or marker, scratches, stains, chips, dents, chipped, missing or bubbling paint, dirt or trash, gum and/or loose, broken or missing pieces. Any scratches of 1/4th inch or longer may be considered to be graffiti. Damaged or missing decals are not acceptable. This applies to the full interior of the bus, including floors, walls, windows, ceilings, seats, doors, mirror and signs.

It also applies to the full exterior of the bus, including sides, doors, windows, tires, and wheels. If a BCAG Contract Compliance Supervisor or senior administration staff sees a bus with any graffiti or cosmetic damages, the Contractor will be notified immediately of the finding. The Contractor will be instructed to correct the damage or replace the bus by the end of its current trip. If the Contractor cannot repair the damage, the vehicle must be replaced. If the BCAG Contract Compliance Supervisor or senior administration staff finds that this is not done within this time frame, the Contract Compliance Supervisor or senior administration staff has the authority to pull the bus out of service immediately, and to instruct the Contractor to replace the bus. The Contractor may also be cited for incurring a "late trip" or "missed trip". The Contract Compliance Supervisor or senior administration staff can deny this request and remove the bus from service.

If there are extenuating circumstances that may delay the Contractor from replacing the bus within the time allowed, the Contractor will advise BCAG of the reasons for the delay, and the time and location the bus is expected to be replaced. The Contractor can still be cited for this delay. If there are any questions or disagreements on implementation of this policy, the final decision will be made by BCAG management.

RD7 – Fares

The following table shows the various fare categories and fares that are currently being collected on the existing fixed route transit systems in Butte County.

1. Fixed Route Fares

Figure 2: Fixed Route Transit Fares

	Local Service	Regional Service
Cash		
Regular	\$1.50	\$2.00
Student (6-18)	\$1.00	\$1.50
Discount	\$0.75	\$1.00
* Child (under 6)	2 Free	2 Free
30 Day Pass		
Regular	\$37.50	\$48.00
Student (6-18)	\$25.00	\$34.00
Discount	\$19.00	\$25.00
10 Ride Pass		
Regular	\$13.50	\$18.00
Student (6-18)	\$9.00	\$13.00
Discount	\$6.75	\$9.00
2 Ride Pass		
Regular	\$3.00	\$4.00
Student (6-18)	\$2.00	\$3.00
Discount	\$1.50	\$2.00
All Day Pass	\$4.00	

* Child free under 6 when accompanied by paying adult

2. Paratransit Fares

Figure 3: Paratransit Fares

Cash	\$3.00
2-Ride Pass	\$6.00
value card	\$25.00
\$50 value card	\$50.00
Supplemental Zone Fares	
Zone 1 (up to 1 mile beyond ADA service area)	\$7.50
Zone 2 (1 to 2 miles beyond ADA service area)	\$9.50
Zone 3 (2 to 3 miles beyond ADA service area)	\$11.50

Note: Personal Care attendants ride free

RD8 – Federal Regulatory Requirements

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RD - REGULATORY REQUIREMENTS

- * Marks Required Subcontract Provision that must flow down to all subcontractors as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein**

RR-01 ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Butte County Association of Governments (BCAG) to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with BCAG;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of BCAG has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to BCAG.

C. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of BCAG Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

RR-02 DISCRIMINATION *

A. Applicability

This Article applies to all contracts

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age,

discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03 WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

B. Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

RR-04 PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of BCAG business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of BCAG and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). BCAG use and disclosure of its records are governed by this Act. BCAG will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to BCAG. BCAG will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

C. In the event of litigation concerning the disclosure of any Records, BCAG sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold BCAG harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05 ACCESS TO RECORDS *

A. Applicability

This Article applies to all federally funded contracts.

B. Contractor agrees to provide BCAG, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also

agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to BCAG, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection until the expiration of five (5) years after final payment under this contract.
- D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until BCAG, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- F. The Consultant further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that BCAG, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transaction related to the subcontractor.

RR-06 FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and 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 Contract. 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. This Contract is subject to a financial assistance agreement between BCAG and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines,

and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between BCAG and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07 ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor shall comply with 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 USC §6321 et seq.

RR-08 CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

B. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

- (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. §5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in

the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (4) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.
- (5) BCAG operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with BCAG. For more information, visit BCAG.org. A complainant may file a complaint directly with the Federal Transit Administration by filing through the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.

RR-09 NO FEDERAL OBLIGATION TO THIRD PARTIES *

A. Applicability

This Article applies to all federally funded contracts.

- B.** Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this 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 this Contract. Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *

A. Applicability

This Article applies to all federally funded contracts.

- B.** 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, shall apply to actions pertaining to this Contract. Upon execution of this 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 this 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.
- C.** Contractor also acknowledges that this Contract is 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 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- D.** Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11 SUSPENSION AND DEBARMENT*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B.** This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C.** By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by BCAG. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to

remedies available to BCAG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-12 RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

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

RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over \$150,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to BCAG. BCAG will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to BCAG. BCAG will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction. C. Contractor shall include this Article in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RR -14 COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over \$100,000

- B.** The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to BCAG.

RR-15 BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over \$150,000 and to contracts over \$150,000 for materials & supplies for steel, iron, or manufactured products.

- B.** Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R.661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. BCAG may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.
- C.** FTA requires a Buy America certification to be submitted with the Proposal, or the Proposal shall be considered non-responsive.

RR-16 CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels. Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the BCAG (through Contractor in the case of a subcontractor's bill-of-lading.) Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17 FLY AMERICA

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B.** Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

B. Pursuant to the Labor Standards Provisions Applicable to Nonconstruction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

1. Overtime requirements – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.

3. Withholding for unpaid wages and liquidated damages – BCAG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.

4. Subcontracts – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.

5. Payrolls and basic records – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by BCAG and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address 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.

RR-19 DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulation Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1%.
- b. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as BCAG deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial Proposal prior to award:
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial Proposals prior to contract award] (see 49 CFR 26.53(3)). The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the BCAG. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.
- e. Contractor must promptly notify BCAG whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BCAG.

RR-20 ADA ACCESS

A. Applicability

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:
 - (s) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. A. TBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (k) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (l) Any implementing requirements FTA may issue.

RR-21 ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA antidrug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its

Subcontractors. The regulations apply to all "contractors" that have "covered employees" that perform "safety sensitive functions" as those terms are defined in the regulations.

C. Certificate of Compliance

The **CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT**, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall 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 shall annually certify its compliance with Parts 653 and 65. To certify compliance the 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.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on BCAG property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp>

RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. §5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for BCAG under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions,

(a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor ("U. S. DOL") guidelines at 29 C.F.R. Part 215, and any amendments thereto, and

(b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with BCAG, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this 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 BCAG under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined,

(a) 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, and

(b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with BCAG, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall 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.

E. Indemnity

Contractor shall defend, indemnify and hold harmless BCAG, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

RR-23 BONDING REQUIREMENTS

Applicability to Contracts For those construction or facility improvement contracts or subcontracts exceeding \$150,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms:
 - (1) cash;
 - (2) cashier's check payment to BCAG;
 - (3) a certified check payable to the BCAG; or
 - (4) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

RR-24 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Applicability to contract for those construction or facility improvement contracts or subcontracts exceeding \$2000.00

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Background and Application

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Davis-Bacon and Copeland Anti-Kickback Acts Clause Language

(1) Minimum wages –

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

 - (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination; and

- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (iv) The contracting officer shall require that any class of laborers or mechanics

which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.
- (2) **Withholding** - BCAG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In

the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, BCAG may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records –

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the BCAG for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed

on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the

event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity

(5) **Compliance with Copeland Act requirements –**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(6) **Subcontracts –**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment –**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements –**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards –**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility –**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

RR-25 PRIVACY ACT - 5 U.S.C. 552

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Contracts

The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.

Flow Down

The text of the following clause has not been mandated by statute or specific regulation but has been developed by FTA.

Model Clause/Language

Contracts Involving Federal Privacy Act Requirements –

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The 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, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The 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 contract.
- (2) The 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.

**RR- 26 TERMINATION 49 U.S.C. Part 18 FTA Circular
4220.1F**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Applicability to Contracts

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Flow Down

a. Termination for Convenience (General Provision)

BCAG may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to BCAG to be paid the Contractor. If the Contractor has any property in its possession belonging to the BCAG, the Contractor will account for the same, and dispose of it in the manner the BCAG directs.

b. Opportunity to Cure (General Provision)

BCAG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to BCAG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from BCAG setting forth the nature of said breach or default, BCAG shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude BCAG from also pursuing all available remedies against Contractor and its sureties for said breach or default.

c. Waiver of Remedies for any Breach

In the event that BCAG elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by BCAG shall not limit BCAG remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

d. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, BCAG may terminate this contract for default. BCAG shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, BCAG may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to BCAG resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the BCAG in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies BCAG in writing of the causes of delay. If in the judgment of BCAG, the delay is excusable, the time for completing the work shall be extended. The judgment of BCAG shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of BCAG.

RR – 27 SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Contracts

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Flow Down

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Model**Clauses/Language****Seismic Safety –**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RR-28 BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Applicability to Contracts

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Flow**Down****Disput****es –**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the BCAG Construction Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to BCAG Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of BCAG Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute –

Unless otherwise directed by BCAG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages –

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies –

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BCAG and the 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.

Rights and Remedies –

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BCAG, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

RR-29 VETERANS PREFERENCE

Veterans Employment

Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

END OF REGULATORY REQUIREMENTS

RD9

COLLECTIVE BARGAINING AGREEMENT

July 1, 2017 through June 30, 2022 between

TRANSDEV TRANSPORTATION SERVICES OF CHICO

AND

GENERAL TEAMSTERS LOCAL NO. 137

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

PREAMBLE

This Agreement is entered into effective this First day of July 1, 2017 by and between Veolia Transportation Chico (hereinafter referred to as the "Company") and Teamsters Local No. 137 (hereinafter referred to as the "Union"). It has as its purpose the promotion of harmonious relations between the Company and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for its full-time and part-time transit bus drivers and dispatchers, customer service representatives II, and mechanics employed by Veolia Transportation operating in Chico, Oroville and Paradise, CA. This unit shall specifically exclude office clerical employees, professional employees, confidential employees, guards, and supervisors as defined in the Act.

ARTICLE 2

UNION SECURITY

All employees on the effective date of this Agreement shall become members of the Union or fee payers. All employees hired or rehired by the Employer during the term of this Agreement shall, as a condition of employment, become a member of the Union or fee payer not later than the thirty-first (31st) day following the beginning of his or her employment, whichever is later, and shall remain members of the Union or fee payers for the term of this Agreement.

Maintaining membership in the Union shall mean to the extent authorized by Section 8(A) (3) of the Labor-Management Relations Act of 1947.

The Employer shall furnish the Union the following information on newly hired employees within seven (7) days of hire date: a) job classification; b) hours of work; c) pay rate; d) social security number; e) address; and f) date of hire.

In addition, new employees will be provided a copy of this Agreement by the Employer or his/her designee.

The Union shall indemnify and save the Employer harmless from any cost of liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Section. The Union agrees to refund to the Employer any amounts paid to it in error

Section 1 - The Employer shall deduct from the pay of each employee from whom it receives an authorization, the required amount for the payment of initiation fees, Union dues or service fees. Check off dues or fees accompanied by a list of employees from whom they have been deducted, and the amount deducted from each, and a list of employees who have authorized such deductions, and from whom no deduction was made and the reason therefore, shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

If an employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted, and the Union shall assume the duty of direct collection from the employee. The Union shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay for such dues or service fees or the employee revokes the deduction by written request.

If any such provision of this Section is invalid under Federal or State law, said provision shall be modified to comply with the requirement of the law.

No employee shall be terminated under this Section unless:

A). The Union has first notified the employee by letter explaining that he/she is delinquent in not tendering either uniformly required Union dues or an amount equivalent to uniformly required Union dues, and specifying the current amount of such delinquency, and warning him/her that unless such dues or service fees are tendered within thirty (30) calendar days, he/she will be reported to the Employer for termination as provided in this Section; and

B). The Union has furnished the Employer with written proof that the procedure of Paragraph (A) above has been followed or has supplied the Employer with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the Employer to terminate the employee, the following written notice:

"The Union certifies that has failed to tender either uniformly required Union dues or service fees required as a condition of continuous employment under the Agreement and that under the terms thereof, the Employer shall terminate the employee:"

Section 2 – The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to the Democrat Republican Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall remit to DRIVE National headquarters, on a monthly basis, in one check, the total amount deducted along with the name and social security number of each employee on whose behalf a deduction is made, and the amount deducted from the employee’s paycheck.

The Union and DRIVE agree to indemnify the Employer and to hold the Employer harmless for all monies which are deducted in accordance with DRIVE instructions, and which are disputed by the involved employee. The Union, DRIVE and the employee further agree that all disputed deductions are to be resolved between the Union, DRIVE, and the employees themselves without the involvement of the Employer.

ARTICLE 3

UNION BULLETIN BOARD

Section 1 - The Company shall provide one bulletin board in each location/yard for the use of the Union in posting non-controversial notices.

Section 2 - The Union shall present the notice to the designated representative of the Employer for approval. Such notice, upon approval, shall be posted on the board provided for such notices. Should any notice be disapproved, the Company shall state the objections hereto so that the Union may attempt to draft a notice free from such objections.

ARTICLE 4

STEWARDS AND UNION VISITATION

Section 1 - **Designation of Stewards:** The Union may, at its option, designate up to three (3) plus employees plus two alternates from the Company's seniority list to serve as Steward at the facilities identified in Article 1 of this Agreement. The Union shall notify the company, in writing, of such designation. No employee not so designated shall be recognized as a Steward or allowed to represent any other employee with respect to the administration of this Agreement.

Section 2 - **Steward Duties:** A Steward may assist in the investigation, presentation and resolution of a grievance; provided, however, that a Steward must first perform all his duties and assignments as an employee in the same manner as all other employees and shall not leave his work station or otherwise interrupt his normal duties to function as Steward or to conduct any Union business unless expressly authorized to do so by the management.

Section 3 - **Union Visitation:** Authorized agents of the Union shall notify the General Manager or designee upon arrival and have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided however, there shall be no interruption of any employees' working schedule. Representatives of the Union shall be permitted to inspect all records in the possession of the Company that are relevant to the enforcement of this Agreement.

Section 4 - If an employee reasonably believes that questions by management could result in the employee being disciplined, the employee shall have the right to representation by a Steward during such investigatory interview.

ARTICLE 5

NO STRIKE - NO LOCKOUT

Section 1 - **No Strike:** During the term of this Agreement or any renewal period thereof, neither the Union nor its agents or representatives, nor any employee, individually or collectively, shall call, sanction, support or participate in any strike, boycotts, sympathy strike, work stoppage, picketing, sit down, slowdown, or any refusal to enter the Company's premises, or any other interference of any kind with any of the Company's services or operations or the services or operations of any customer of the Company.

Section 2 - **Union Obligation:** If any conduct prohibited by this section occurs, the Union shall immediately do everything within its power to terminate such conduct.

Section 3 - **Discipline:** Any employee who participates in any activity prohibited by Section 1 of this Article shall be subject to discharge without recourse to the grievance

procedure.

Section 4 - **No Lockout:** The Company agrees that there shall be no lockout of employees by the Employer during the term of this Agreement or any renewal period.

Section 5 - **Picket Line:** It shall not be a violation of this Agreement or cause for discharge or permanent replacement of any employee to refuse to cross a primary picket line in the performance of his duties when said picket line has been sanctioned by Joint Council 7. However, if refusal to cross such picket line risks the Company being in violation of the revenue contract with the customer, the employee must cross the picket line for the first 72 hours at a minimum, or if refusal to cross such primary picket line will result in harm to any passenger. The Company and Union agree to meet within the 72 hour time period to work out a means of performing the work without risk to the revenue contract or public safety related services (i.e. medical, law enforcement, etc.).

ARTICLE 6

MANAGEMENT RIGHTS

Subject to the limitations set forth in the National Labor Relations Act, as amended, the Company retains, solely and exclusively, all the rights, power and authority which it exercised or possessed prior to the execution of this Agreement, except as specifically amended by an express provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the company and not amended by this Agreement include, but are not limited to the following: to manage, direct and maintain the efficiency of its business and personnel; to manage and control its facilities, equipment and operations; to create, change, combine or eliminate jobs and operations in whole or in part; to discontinue and/or subcontract work for economic or other reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its employees; to lay off employees; to establish operating standards, schedules of operations and work load; to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work; to adopt reasonable work rules and rules of conduct, appearance and safety and penalties for violations thereof, and to amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and place of providing services; to adapt, install or operate new equipment or operations; to determine the location and relocation of operations and to effect technological changes. Nothing contained in this Agreement is intended, or shall be construed as a waiver, of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not. In addition to the above, the Company retains all other management prerogatives that are not expressly restricted by this Article.

ARTICLE 7

SENIORITY

Section 1 - The term seniority as used in this Agreement shall mean:

1. Length of continuous service (most recent date of hire),
2. Skill and ability to perform the job, and

3. Physical fitness.

Only when 2 and 3 are equal will length of continuous service govern. Employees will be considered as equal for the purposes of No. 2 above if the employee has passed the standard company skills test. Employees will be considered equal for the purposes of No. 3 above if the employee has a valid D.O.T. physical card, and has no medical or physical restrictions that would limit the ability to perform the essential functions of the job. For full-time or part time employees, length of continuous service shall be calculated from original date of hire with any Butte Regional Transit contractor. Prior service from another contract (outside Butte Regional Transit) will not be considered.

Section 2 - **Layoff and Recall:** The Company shall, in any reduction of the work force in a given classification, place employees on layoff and subsequently recall subject to the criteria set forth in Section 1, above. In case of layoff and recall, the principle of seniority shall be observed, i.e. the last person hired shall be the first laid off and the last person laid off shall be the first one rehired pursuant to Section 1 qualifications above. Employees shall be recalled for work by seniority if they meet the above stated Section 1 qualification. However the employer reserves the right to re-qualify employees when returning from layoff of thirty (30) days or more. Said re-qualification shall be under the same terms and conditions as described in Section 1 above.

For the purposes of layoff and recall drivers will be combined into one seniority list. Drivers bumping from fixed to paratransit or paratransit to fixed route will be given a reasonable amount of time to qualify. Dispatchers who have previously worked as drivers shall have bumping rights back to driving provided they can re-qualify in a reasonable amount of time.

Mechanics will be offered open positions and or shifts within their Mechanic classification by seniority provided they are qualified.

Section 3 - **Seniority/Probationary Period** – An employee shall be considered as probationary until he/she has been employed for ninety (90) calendar days, during which time he/she may be terminated without recourse of the grievance and arbitration procedure provided for in Article 9 of this Agreement. An employee's seniority date shall be defined as the employees most recent date of hire in paid status. If more than one employee has the same seniority date, seniority order shall be determined by the day **the employee begins revenue service on their own.**

Section 4 - **Seniority Broken:** An employee's Company seniority shall be broken and he shall be considered terminated under the following conditions:

- (a) Discharge;
- (b) Resignation or other termination of service by voluntary act of the employee;
- (c) Layoff of six (6) months or the period of time equal to the employee's length of service, whichever is less;
- (d) Absence of six (6) months or the period of time equal to the employee's length of service, whichever is less (except for absence due to on-the-job injury where the maximum absence would be up to twelve (12) months.
- (e) Failure to report to work as scheduled from a leave of absence or from a vacation;

- (f) Failure to return from layoff as instructed in the Company's recall notice.

Section 5 - **Job Abandonment**: Any break in seniority under Section 4 (e)(f) of this Article or failure to appear for work or to call in for a period of one (1) day or more shall constitute an abandonment of the employee's position and voluntary leaving of work without good cause. The only exception would be in highly unusual situations where the employee can conclusively establish that the failure to show up or notify the Company was totally unavoidable on his part.

Section 6 - **Seniority List**: The Company agrees to post and maintain a list of employees by length of continuous service bi-annually, and furnish the Union with a copy of same.

Section 7 - **Job Bidding**

- (a) There shall be **six** separate seniority lists for the purposes of job bidding **and extra work** as follows:

- Fixed Route
- Paratransit Chico
- Paratransit Paradise
- Paratransit Oroville
- Dispatch
- Customer Service Representative

Drivers may only bid within their current seniority list.

- (b) Section 7 (b) Bids will include route description and a complete weekly work schedule (days, hours, **start times**, split shift, etc.)

(b.1) The employer shall produce and post the bid. An employee team shall have the right to review and give input two (2) weeks prior to the posting of the bid. This team shall be selected by the employer with one participant appointed by the Union Business Representative.

- (c) Each employee will be provided access to a bid packet with all of the route descriptions and will be provided a bid summary sheet.

- (d) Bids will be posted for one (1) week. Employees who are on vacation or unavailable will notify the company with their preferred choices (ranked 1 through ?). Employees will be provided with a time frame to bid by seniority. Said time could be accelerated by mutual consent of the employee.

- (e) If no choice is made during the assigned time slot, that employee will drop to the bottom of the process and will either be on the extra board or assigned a route per seniority status.
- (f) Bids will be awarded by seniority.
- (g) Dispatchers and Customer Service Representatives II shall have a minimum of two (2) bids per year pursuant to the needs of the business. The bids will be posted and awarded in January and August of each year to coincide with the school year.
- (h) Mechanics will be offered open positions and or shifts by seniority provided they are qualified.
- (i) Fixed route and paratransit drivers shall have up to four (4) bids per year pursuant to the needs of the business. The bids shall be awarded in January, May, August and December of each year to coincide with the school year.
- (j) Employees on leave can only bid if they have an expected return date on or prior to the date on which the bid is **scheduled to begin**.
- (k) Employees returning from leave who have not secured a bid shall work off the extra board. However, they shall be offered work prior to any junior employees regardless of the bids.
- (l) Openings (one week or more) that occur between bids shall be posted. Only drivers that have not secured a bid may bid on these so-called "hold down bids" and must maintain such bid until the next general bid or until the employee who vacated the bid returns to duty, whichever is sooner.
- (m) If off on leave, employees that have successfully bid will return to their bid job if they return **on or prior to the date on which the next bid is conducted**.
- (n) An interest bid for drivers shall be posted for open dispatch, positions. Seniority shall be considered, as well as qualification.
- (o) Extra work will be offered by seniority, **based on the seniority list of the affected work**.
- (p) Fulltime employees shall be senior over part-time employees. Part-time employees may bid back to fulltime at the next available bid if a fulltime position is open at which time they shall dovetail their seniority into the fulltime seniority list.
- (q) Positions that open for Fixed Route, Paratransit Chico, Paratransit Oroville, and Paratransit Paradise shall be open for bid at the next scheduled bid (for that position) to employees who wish to bid into another location provided they can qualify in a reasonable amount of time. **Once an employee has secured a position on a different seniority list, they must remain on the bottom of said list until the next bid cycle, before they can exercise their seniority regarding bidding rights.** Dispatchers may bid back into driving positions if they had previously qualified as a driver and have not bid for such position in the previous 24 months. Drivers who have previously qualified as dispatcher can bid back per Section 7 (m).

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - **Cause:** The Company retains the right to discipline and discharge employees for just cause. Complaints that the company has violated this paragraph may be taken up through the grievance procedure. A written warning will be issued to the Union and the employee within five (5) working days (excluding Saturday, Sunday and holidays) after the alleged cause for the reprimand or within five (5) working days of the company's knowledge of the cause of such written warning unless extended by mutual agreement between the Union and the Company. Warning notices shall not remain in effect for more than twelve (12) months from the date issued. Warning notices issued to employees for being involved in a preventable accident shall remain for 24-months, however, said warning shall only be used as a basis for progressive discipline in connection with other serious safety violations.

Section 2 - **Employer Rules:** The employer retains the right to make reasonable rules and regulations, not in direct conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the Company's business and require compliance therewith. It is understood that the Union accepts no responsibility for the establishment of such rules, or for additions to or changes in such rules. The Company will notify the Union of any proposed changes or additions to the rules and regulations prior to their implement. Upon request, the Company will discuss with the Union the effects of any new rules or regulations placed into effect. Complaints that the Company has violated the contract are subject to the provisions of Article 9.

Section 3 - **Client Rules:** The Company may implement a new rule without first meeting with the Union to discuss said rule, when required in writing by the Company's client, or in the case of rules concerning safety that should not be delayed. Such meeting and discussion shall not delay implementation of the rule or regulations.

Section 4 - **Challenged Rules:** The Company recognizes the right of the Union to challenge a rule through the Grievance and Arbitration process at the time the rule is applied. The Company will provide each employee with a copy of the Company rules and regulations.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - A grievance is defined as any dispute or disagreement which concerns the application, interpretation or violation of any provision of this Agreement.

Section 2 - The Union agrees to present and appeal any grievance within the time limits set out in the respective steps of the grievance procedure, unless a mutual extension of time limits is agreed to.

Section 3 - The Company agrees that it will meet with an employee and union representative and subsequently respond within the time limits set out in the respected steps of the grievance procedure.

Section 4 - Grievances that affect all or a large group of employees, which have general application, or those involving suspension or termination, may be presented directly for handling at Step 2.

Section 5 - Any grievance shall be settled as soon as possible in the following manner:

Step 1: An employee having a grievance shall present it verbally to his/her immediate supervisor within three (3) working days of knowledge of the occurrence of the incident. The employee may be accompanied by his/her Steward if he/she so desires.

Step 2: If satisfactory settlement is not reached in three (3) working days, the grievance must be reduced to writing and presented to the General Manager or designee within three (3) working days of the supervisor's response. The General Manager or designee will respond to the grievance in writing within three (3) working days.

Step 3: Should a satisfactory agreement not be reached, the steward shall refer the grievance to the business representative of the Union who shall take the matter up with the General Manager or designee within ten (10) working days of the conclusion of Step 2.

Step 4: If satisfactory settlement is not reached, either party shall have the right to submit the grievance to arbitration. Notification in writing of a desire to submit a grievance to arbitration must be given within twenty (20) calendar days after the initial filing of the grievance.

Section 6 - If the Company and the Union agree on a single arbitrator, the grievance shall be presented to the arbitrator for final determination. Should the Company and the Union fail to agree on a single arbitrator, they shall immediately request that Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. Either party may reject the panel in which case a new panel shall be requested. Each party shall alternatively strike one (1) name from the list, and the one (1) remaining name shall be the arbitrator. The expense of the arbitrator shall be shared equally by the parties. Either party may order the proceedings to be recorded or transcribed, but whichever party does so, shall bear the cost of such record or transcription unless the other party desires a copy, in which case the cost of the record is ordered and borne equally by the parties. Where the record is ordered and paid for by only one (1) party, a copy thereof will not be made available to the other party. Any such record shall become the official record of the proceedings.

Section 7 -The arbitrator shall only have the power and authority to interpret and apply the provisions of this Agreement and shall have no authority to alter, amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties, provided the decision complies with the above.

Section 8 - It is agreed that the Business Representative of the Union and the Administrator for the Company may settle any grievance at any time. It is also agreed that by mutual consent the company and the union may submit the grievance to state mediation.

Section 9 - Retroactivity: All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less all amounts the employee earned elsewhere during the period in question, less any unemployment compensation received or compensation for personal services that he may have received or could with diligent effort have received from any source during the period in question.

ARTICLE 10

DRUGS AND ALCOHOL

In acknowledgement of the nature of the Company's operations and the very special and overriding safety consideration, the parties have adopted formal provisions for fitness for duty drug and alcohol screening. Such provision is included in Appendix "C" which is attached and is expressly made part of this Agreement.

ARTICLE 11

LEAVE OF ABSENCE

Section 1 – Military Leave of Absence – The employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

Section 2 – The employer and the union will comply with the Family and Medical Leave Act. The employer has the right to require the employee covered under this collective bargaining agreement to use all but 3 days of available paid time off while on an approved Family & Medical Leave of absence in any rolling twelve (12) month period.

Unpaid Leave of Absence:

Regular full-time employees with at least twelve (12) months service may apply for extended periods of unpaid absence for personal reasons even if you are not eligible or the condition for leave is not covered under the Family Medical Leave Act. All paid time off must be depleted prior to requesting an unpaid leave of absence. Applications for leave must be made in writing at the earliest time you have reason to believe you will have a need for such a leave stating the reasons therefore an employee must obtain written approval of such application by an authorized supervisor of the company. When such application cannot be made as described, leave may be granted, provided written application therefore shall be made at the earliest opportunity. Leaves of absence are typically granted for periods of not less than seven (7) days and up to thirty (30) days, but may be extended up to a maximum of a three (3) month period. Leaves of absence shall be at the discretion of the company.

Return from Leave – FMLA Approved

Upon return to work from leave under FMLA guidelines by or before its expiration (12 weeks), the employee will be returned to the same position held prior to the leave or in one which is equivalent in pay and benefits and terms of employment. The employee may return to the identical run if the FMLA leave does not extend beyond thirty (30) calendar days. If the FMLA leave is greater than thirty (30) days, the employee will have the option to select the run with the next scheduled run pick in accordance with seniority schedule.

Return from an Unpaid Leave of Absence

Being granted an unpaid leave of absence does not assure the employee the right to return to the identical run held before the leave of absence. An employee, who fails to return to work from an authorized leave of absence, will be deemed to have voluntarily resigned without notice.

Section 3 -The employer will allow an unpaid leave of absence to any union member to attend official union-related business not to exceed ten (10) days per year. The Union must submit forty-eight (48) hours notice for such leave and also work closely with the Company with respect to manpower availability.

Section 4 - During any leave of absence, an employee may continue to participate in the Company's insurance plan. If, while on FMLA leave, continuation of insurance is desired, the employee must continue to pay his or her portion of the premium cost for the duration of the leave of absence up to a maximum of twelve (12) weeks. After twelve (12) weeks of FMLA leave, the employee must pay the full insurance premium (including both the employee's portion and the Company's portion). If the employee is on an Unpaid Leave of Absence, the employee must pay the full insurance premium (including both the employee's portion and the Company's portion) for unpaid leaves of fourteen (14) days or longer. The necessary payments must be made to the Company prior to the end of each month during the leave of absence. Failure to pay the required costs will result in cancellation of the employee's participation in said plan. Reinstatement to the plan upon returning to work may have serious restrictions depending on specific conditions or terms of the plan.

ARTICLE 12

HOURS OF WORK AND OVERTIME / DRIVERS AND DISPATCHERS

Section 1 - **Regular Work Day**: The regular workday shall be determined by the requirements of the transportation schedule developed by the Company and/or its revenue customers.

Section 2 - **Designation of Shift**: A driver's time shall start when he reports to work as assigned and shall end when he returns his bus to the terminal or relief point, returns to the terminal and completes any assigned post-trip activity, including any required paperwork or report.

Section 3 - **Guaranteed Hours**: A driver who reports to work as scheduled for his 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.

Section 4 - **Overtime**: A driver shall be paid time-and-one-half (1 1/2 times) the straight-time rate of pay then in effect for the work being performed when the total hours worked exceeds eight (8) hours in any day or forty (40) hours in a work week. Full time employees regularly scheduled four days a week shall be paid overtime after ten (10) hours in a day or forty (40) hours in a week. The only exception will be when additional compensation is specifically required by applicable law.

Section 5 - **Check Out Time**: A driver shall perform and document a pre-trip and post-trip inspection on each vehicle to which he is assigned each day prior to the beginning of his first pull and close of his shift.

Section 6 - **Route Coverage**: In the event that route coverage becomes necessary on a particular day, the Company will **assign the work** from the then on-duty **extra board** operators, non-overtime operators **by seniority**, and then the extra work sign-up sheet, by seniority. When scheduling work for special local events, such work will be bid by seniority unless dictated otherwise by the client.

If no operator volunteers to cover the subject route(s), the Company may assign supervisors or dispatchers to run the route(s) or assign such route(s) in reverse seniority order.

ARTICLE 13

EXAMINATIONS

Physical examinations required by the Company shall be promptly complied with by all such employees and/or applicants, provided, however, the Company shall pay for all such examinations that are performed **at the facility selected by the Company**. Employees will not be required to take examinations during their working hours without pay for time so consumed. **If an employee elects to have a physical performed by a Medical Examiner that participates in the National Registry of Certified Medical Examiners other than the Company's selected facility, the Company shall not be required to pay for such physical. The Company recognizes the importance of employee's privacy regarding their medical information and agrees to limit its access to only those that are in essential managerial positions.**

ARTICLE 14

CLASSIFICATIONS AND WAGES

All of the classifications covered by the Agreement and the wage rates, bonuses, differentials, effective dates, methods of administration and payment and related provisions are in Appendix "A", which is attached and is hereby expressly made a part of this Agreement.

All of the provisions of Appendix "A" are fully enforceable under this Agreement. Conversely, no claim by an employee or by the Union to a wage rate, differential, effective date, method of administration or payment or other aspect of remuneration not specifically provided for in Appendix "A" shall constitute grounds for a valid grievance under this Agreement.

ARTICLE 15

EMPLOYEE MEDICAL BENEFITS

See Appendix B

ARTICLE 16

GENERAL CONDITIONS

Section 1 - **Flexibility:** The Union agrees for itself and on behalf of its members that the Company must enjoy flexibility of operations and, therefore, may utilize an employee to the degree that no employee's compensated time shall be wasted.

Section 2 - **Sole Agreement:** This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 3 - **Waiver of Bargaining During Term:** Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union shall each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting and resolving issues that arise during the term of this Agreement.

Section 4 - **Gender:** Throughout this Agreement, the masculine shall embrace the feminine and the singular shall become the plural.

Section 5 - **Amendment and Waiver:** This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the Company and the Union; any oral statement or oral agreements shall be of no force or effect whatsoever. The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

Section 6 - **Separability:** If a provision of this Agreement is held to be illegal or unenforceable at law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions not so illegal or unenforceable shall continue in full force and effect. In such an event, the parties shall meet promptly to negotiate a new provision to replace that that has been rendered invalid.

Section 7 - **New Work:** The Company shall have the right to amend any of the provisions of Appendix "A" and/or "B" of this Local Supplement as it deems necessary to successfully bid for and obtain new work in addition to that work being performed by the

bargaining unit employees on the effective date of this Agreement. The Company will meet with the Union to discuss such amendments. An employee becoming a member of the bargaining unit as the result of this new work Agreement, except those which may have been amended from Appendix "A" as provided in this Article. The Union agrees to cooperate in assisting the Company in obtaining such new work.

Section 8 - **Non-Discrimination**: The Company and the Union shall not discriminate against any employee for any reasons covered by applicable State and Federal law.

Section 10 - **Joint Labor Management Committee**: The Company and Union shall each appoint no more than three (3) members, to include the General Manager and the Union Business Agent, to a committee to be known as "The Union/Management Committee" that shall meet on a quarterly basis. The intent of this meeting is to consider ways and means to further improve employee/employer relations.

One of the key innovations of the Company/Union concept is the joint decision-making process aimed at continuous improvement to quality of service, schedule and cost. The process will also yield gains in individual job enrichment and in improvements in the work environment.

The basic premise is to identify, investigate and jointly solve problems at the most efficient level in the workplace. It is recognized that the individuals working closest to the areas of concern and opportunities for improvement, will be able to provide the most productive solutions.

The parties agree that the overall potential for joint decision-making is considerable; however, matters that are currently being discussed in the grievance and arbitration procedure described herein and matters that modify, change, add to or subtract from the provisions of this Agreement are excluded from this process, but may be referred to a special negotiating committee for resolution.

Section 11 - Pay Days, Errors, Stubs, Date of Increase

- A. Paydays shall not be less than every two (2) weeks. The checks will be made available as soon as possible but no later than 12:00 PM on Friday following the close of the pay period. If a holiday falls on a payday Friday, paychecks shall be made available no later than 5:00 PM on Thursday prior to the normal Friday payday.
- B. The Company will provide a paycheck within ninety-six (96) hours for verifiable payroll discrepancies.
- C. The Company shall furnish each employee with an itemized statement of earnings and deductions in a paper stub form every payday.

D. Paydays shall not be less than every two (2) weeks. The checks will be made available as soon as possible but no later than 12:00 PM on Friday following the close of the pay period. If a holiday falls on a payday Friday, paychecks shall be made available no later than 5:00 PM on Thursday prior to the normal Friday payday.

All salary increases/changes will become effective at the beginning of the pay period if the effective date falls within the first seven days and at the beginning of the following pay period if the effective date falls within the last seven days.

Section 12 - Attendance Point(s): Six calendar month of perfect attendance will reset your accrual balance to zero. Furthermore, **Thirty (30) days** of perfect attendance will result in the reduction of one current point. Employee must have active status during these time period.

Section 13 - Accident Review Board: The purpose of the Accident Review Board (ARB) is to provide an administrative review of the selected employees vehicular accident determination.

- a. The Union and the Company shall each appoint two (2) members. Elected Union Officers, and Company personnel involved in the investigation, grading or discipline connected with accidents, may not serve. The Company will appoint persons who have had experience as coach operators on this property. Compensation, if any, for the four (4) Committee Members will be borne by the party appointing such members.
- b. The Union and the Company will jointly select an impartial fifth (5th) member, whose service, as well as any other cost incurred by the Committee, will be shared equally by the Union and the Company. The impartial member must be a person not connected with the Union or Company.
- c. Testimony, when required, may be presented by the employee involved, by the Union, by the Company, through its Safety Supervisor or other representatives, and by witnesses, but subject to Paragraph (i).
- d. Members of the Committee shall not be advocates for the positions of their appointing parties. Each member of the Committee shall act in an impartial and objective manner with regard to interviewing witnesses, considering facts and rendering their votes.
- e. The four (4) members of the Committee will render their vote by secret ballot to the impartial member. Only if the vote is a tie will the impartial member vote.
- f. In no event will the nature of the vote be revealed nor will the impartial member reveal whether or not it was necessary for him to vote. The only information revealed will be the statement by the impartial member as to whether the accident is preventable or non-preventable.

- g. The decision of the Committee shall be final and binding. There shall be no appeal from the Committee's decision.
- h. Each party shall appoint alternate members of the Committee, to function in the event of absence, or in the event an accident involving one of the members is to come before the Committee.
- i. No member of the Committee will contact witnesses who are not employees of the Company except by means of arrangements through the General Manager or his authorized representative.
- j. It is recognized by the parties that the predominant purpose of the Company's requirement that a report be rendered after an accident is for defense or subsequent claims and/or litigation. However, for the secondary and limited purpose of aiding this Committee in arriving at a decision, if the accident report of a Bargaining Unit Employee is necessary in the opinion of the Committee, the Company shall provide such report. No copies of the report shall be made by any member of the Committee and after the hearing said report shall be promptly returned to the Company.
- k. The National Safety Guidelines for determining motor vehicle accidents will be used by the Committee.

ARTICLE 17

MEAL PERIODS

Rest Periods: Every employee shall be entitled to take a ten (10) minute net rest period during each four (4) hour block of work or major fraction thereof during the course of the employee's shift, which rest period shall be paid time. The rest period may include periods when the employee is on his/her route but the employee is not required to operate or remain in the vehicle. If the Company prohibits the employee from taking such rest period(s) during the course of the employee's shift, the employee shall be entitled to be paid for one (1) hour at that employee's regular hourly rate of pay, provided that any claim for the denied rest period must be made in writing to the appropriate supervisor within 24 hours of the end of the shift in which the rest period was denied. Any dispute related to rest periods for employees covered by this Agreement shall only be subject to resolution through the grievance and arbitration provisions of this Agreement.

Meal Periods: Employees shall be provided with an unpaid meal period of at least 30- minutes when their shifts exceed six (6) hours of work. The Union and the Company agree that the meal period needs to begin within 6.5 hours of the start of the employee's shift. When an employee's route, schedule or assigned work for the day requires more than six (6) hours of work and, in the sole judgment of the Company the nature of the work prevents the employee from being relieved of all duty for a 30 minute meal period, the Union and the Company agree that the employee shall be provided an on-duty meal period that will be paid by Company.

The Parties agree that the provisions of this section satisfy the requirements of section 512 of the California Labor Code and Industrial Welfare Commission Wage Order No. 9 regarding the provision of meal periods. The Union and the Company also agree that if an employee works no more than six (6) hours for the day, the meal period shall be waived pursuant to Labor Code Section 512. Additionally, the Parties agree that any employee that works more than ten (10) hours, but no more than twelve (12) hours for the day, need not be provided a second meal period pursuant to Labor Code Section 512.

Any and all disputes concerning the application of meal periods under this Agreement, including but not limited to those brought individually and/or on behalf of other employees by any individual and/or by the Union as a class, mass, private attorney general or other representative action, shall only be subject to final and binding arbitration as set forth in the grievance procedure of this Agreement.

ARTICLE 18

TERM OF AGREEMENT

Section 1 – **Effective Date:** This Agreement shall remain in full force and effect from **July 1, 2017** through **June 30, 2022**.

Section 2 – **Notice of Termination/Automatic Renewal:** If neither the Union nor the Company desires to modify, amend or terminate this Agreement, written notice by registered mail must be given to the other party not earlier than ninety (90) days and no later than sixty (60) days prior to such termination date. If no such notice is given, this Agreement shall be automatically renewed without change for an additional period of one (1) year, and in such event this Agreement may be terminated or renewed in like manner from year to year thereafter.

Section 3 – **Renewal:** It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 1 of this Article, and all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company and the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 1 of this Article to allow for a settlement to be reached.

SIGNATURE PAGE

IN WITNESS WHEREOF, Veolia Transportation Services, Inc., and Teamsters Local 137, by their duly authorized representatives, have here-unto signed their names below to this Agreement effective **July 1, 2017** through **June 30, 2022**.

For the Company:

Ron Bushman
Regional Vice President

Date

For the Union:

Russ Butler
Business Agent

Date

APPENDIX "A"

CLASSIFICATION AND WAGES

All drivers in the progression will move to their new rate upon ratification. Thereafter, drivers in the progression will receive their wage increases as described below:

Wage increases will be based on employee's anniversary date only. On such anniversary date(s), the employee's wage will be stepped one column to the right and one row down, effective as described below, and consistent with the applicable years of employment.

	<u>Current</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Post Training	11.33	11.50	11.50	14.00	15.00	15.50
After 1 Year	11.64	12.00	12.00	15.00	16.00	16.50
After 2 Years	12.01	12.50	12.50	16.00	17.00	17.50
After 3 Years	12.40	13.00	13.00	17.00	18.00	18.50
After 4 Years	12.78	13.50	13.50	18.00	19.00	19.50
After 5 Years	16.47	17.50	18.00	19.50	20.75	21.75

Step increases for all employees will be effective on the first day of the pay period closest to the employee's anniversary date. If the day of increase falls on day's 1-7 of the pay period, the increase will be effective on the first day of the pay period. If the increase falls on days 8-14 of the pay period, the increase will be effective on the first day of the following pay period.

The Employer reserves the right to increase wage(s) upon notice to the Union. If a rate increase occurs, any Employee (Operator, Dispatch, CSR) below the new higher rate will be increased to the new higher rate.

No employee will suffer a reduction of wages based on the implementation of the wage scale above.

All drivers at the top wage rate on the date of ratification will increase to the new top wage rate. In the subsequent years, all drivers at the top rate or moving to the top rate will receive their annual increase on July 1st of each year.

DISPATCH WAGE SCALE

Effective each July 01, **2017** and each July 01 during the life of this Agreement, Dispatchers shall receive the following wage an increase.

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
\$0.50	\$0.50	\$2.00	\$1.00	\$1.00

Starting Pay	\$15.25
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Note:

Dispatchers employed as Dispatchers who sign up for extra work, outside of their classification, will earn his/her regular wage.

Dispatchers not employed as Dispatchers who sign up for extra work, outside of their classification, will earn the equivalent hourly wage of a similarly tenured Coach Operator plus one dollar (\$1.00) per hour wage differential (not to exceed their regular wage).

In the event a Dispatcher is required to drive when scheduled to dispatch, such Dispatcher will earn his/her regular wage.

MECHANIC WAGE SCALE

	<u>CURRENT</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
A Mechanics	\$21.32	\$21.82	\$22.32	\$24.32	\$25.32	\$26.32
B Mechanics	\$19.36	\$19.86	\$20.36	\$22.36	\$23.36	\$24.36
C Mechanics	\$14.57	\$15.07	\$15.57	\$17.07	\$17.82	\$18.57

Mechanic Tool Reimbursement shall be **\$450** per year for “A” and “B” mechanics

Lead Position: Shift lead, as designated by Company, to earn \$1.00 per hour differential for the duration of their shift.

CUSTOMER SERVICE REPRESENTATIVE (CSR) WAGE SCALE

Effective each July 01, 2017, and each July 01 during the life of this Agreement, CSRs shall receive the following wage increase.

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
\$0.50	\$0.50	\$1.25	\$0.65	\$0.65

Starting Pay	\$14.00
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APPENDIX "B"

EMPLOYEE BENEFITS

The following benefits shall be applicable to Full-time Drivers and Dispatchers, Mechanics as follows:

I. FUNERAL LEAVE

Section 1 - **Funeral Pay Eligibility:** A non-probationary employee assigned to a classification covered by this Agreement shall, upon request, be granted up to three (3) days with pay, to attend the funeral of his current spouse, parent, child, step-child, sibling, current mother-in-law, current father-in-law, grandmother, grandfather and grandchild. If the funeral is 500 miles or farther from the workplace, the non-probationary employee will be entitled to five (5) days with pay. The Company shall have the right to require proof of death of the relative and of attendance at the funeral.

Section 2 - **Funeral Pay Calculation:** Funeral pay, as provided in this Article, shall be paid at the employee's straight-time hourly rate of pay and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials. The employee shall be paid for the number of hours comprising the employee's current shift bid.

II HEALTH INSURANCE

See Appendix D

III. PAID HOLIDAYS

Section 1 - **Holidays Designated:** The Full-time Employee shall receive pay for the following holidays falling on or after the date of ratification:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

Add one (1) Floating Holiday in 2018

Floating Holiday: An employee may choose any day of his/her preference for his/her personal holiday by giving the Employer at least ten (10) calendar day's written notice prior to the day chosen. The Company shall grant the employee the day of his/her choice, provided that no more than a total of one (1) vehicle operator, one (1) dispatcher and one CSR be granted the same requested day off, either through granting of vacation leave or personal holiday. In such an event, seniority will be the governing factor. The company may at its discretion and manpower availability grant more than one (1) employee off.

Section 1 - **Schedule of Vacation Benefits:** Employees will be paid out vacation annually on the first pay period in December but may elect to carry over no more than 120 hours per year. Accrued vacation will not be paid to employees who do not complete probation.

Section 2 - **Payment of Holiday Pay:** Holiday pay, as provided in this Article, shall be paid eight (8) hours pay at straight time for those employees assigned to a five (5) day work packet. Employees assigned to work a four (4) day work packet shall receive 10 hours pay at straight time.

Section 3 - **Work Requirements for Eligibility:** In order to be eligible to receive holiday pay as provided in this Article, an employee must work throughout the last scheduled work day prior to the holiday, the Holiday if scheduled, and the first scheduled work day following the Holiday unless on an approved leave of absence (excluding a personal leave of absence).

Section 4 - **Pay for Time Worked on a Holiday:** An employee who works on a day recognized as a holiday in this Article, excluding the fourth of July, shall receive holiday pay plus the straight-time hourly rate for all hours worked on the holiday. An employee who works on the fourth of July shall receive holiday pay plus time and one half for all hours worked on the holiday.

Section 5 - **Alternative Holiday Work Schedule:** The Company may elect to amend the work schedule during a week in which a paid holiday falls or during a week in which service is amended because of an unpaid holiday in order to satisfy the service requirements of its customers.

Section 6 - **Holiday Pay While on Vacation:** If a holiday falls on an employee's vacation day he or she shall not be entitled to an additional day off with pay but will receive holiday pay as described in Section 2 of this Article.

IV. VACATION --

Section 1 - Schedule of Vacation Benefits: An employee covered by this Agreement shall be eligible to take vacation according to the following schedule:

- a. Year one 3.34 hours per month
- b. Years two through seven 6.67 hours per month
- c. Years eight and up 10 hours per month

Employees will be paid out vacation annually on the first pay period in December but may elect to carry over no more than **120** hours per year. Accrued vacation will not be paid to employees who do not complete probation.

Section 2 - Vacation Scheduling: The Company shall prepare and post, by January 15 each year, a "Master Vacation Schedule" showing the number of employees in each classification, if any, who may be allowed to take vacation in each week during the twelve month period commencing April 1st of that year. It shall state on the "Master Vacation Schedule", "Employees who do not select vacation dates through this process understand that the chances of obtaining the vacation dates they desire greatly diminish without participation." Vacation shall be scheduled as follows:

- (a) A full vacation bid will begin on February 1 of each year. A posting of individual bid dates and times, by seniority, will be provided, as well as a continuously updated calendar of available vacation weeks during the bid process.
- (b) At the scheduled date and time for each employee's bid time, the employee will meet with the General Manager or his/her designee and will select the week(s) the employee wishes to bid. The selection will be done in seniority order. Any employee who does not attend their vacation bid meeting on the date and time scheduled, with the exception of a bona fide emergency, will drop to the bottom of the process and may submit their bid, in seniority order, after the General Manager has completed his/her bid meetings. An employee who is unable to attend his vacation bid meeting due to a bona fide emergency shall contact the General Manager as soon as possible to arrange a make-up meeting or otherwise communicate their vacation bid to the General Manager. In no event shall any such bona fide emergency unreasonably interfere with the bid process. If an employee is on an approved Leave of Absence, the Company will make a reasonable effort to contact them for their vacation bid.
- (c) The number of Operators that can be off on any given day is three (3). A minimum of one (1) operator will be allowed off in the Paradise, Chico or Oroville Para-transit locations. Also, a minimum of two operators will be allowed off from Fixed Route. One (1) Dispatcher will be allowed on vacation at the same time. When possible, the Company will allow more employees off for vacation, more than the prescribed amount. One (1) Mechanic will be allowed on vacation at one time. When possible, two Mechanics may be off at the same time if on different shifts and if approved by the Company.

- (d) A vacation week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.
- (r) Bid vacation weeks must be cancelled no later than twenty-one (21) calendar days prior to the commencement of that week, unless mutually agreed upon by the Company and the Union.
- (s) Open vacation weeks not selected through the annual bid process may be requested by giving the Employer at least fourteen (14) calendar day's written notice and shall be granted on a first come, first served basis. Such a request will not be granted until the vacation bid described in subsection (a) above and until a bid for single days of vacation have been conducted. All other requests made with less than 14 days notice for full weeks or days shall be on a first come, first served basis.
- (t) A minimum of one week of vacation may be taken in daily increments at the bid run time. Vacation pay will be based on forty (40) hours per week.

Section 3 - **Payment of Vacation Pay**: Vacation must be taken in full work week increments, (except one (1) week) and vacation shall not commence prior to the anniversary date on which it is earned under the schedule provided in Section 1 of this Article. There shall be no scheduling or payment of pro rata vacation amounts under this Agreement unless mutually agreed upon by the Employer and Employee. Current employees, as of ratification of this agreement, shall be allowed to schedule and use prorated vacation.

Section 4 - **Vacation Pay in Lieu of Time Off**: No employee shall receive vacation pay in lieu of time off. However, by mutual agreement between the Company and Union, an employee may elect to cash-out his/her vacation.

Section 5 - **Vacation Accrual Eligibility**: Any employee who reports to work and is put to work fourteen (14) days in a calendar month shall be entitled to vacation credit for that month. Vacation accruals are to be listed on employee paychecks.

V. **CREDIT UNION**

If arrangements are made to allow employee participation in a credit union, the Company agrees to make payroll deductions as authorized by the employee to such credit union.

VI. **EARNED TIME OFF (SICK LEAVE)**

Employees shall earn 2 hours of paid sick leave for each month worked. Employees must work a minimum of fourteen (14) days in a calendar month to receive sick leave credit for that month. The Company agrees to cash out paid sick leave which is earned by an employee after the execution date of this Agreement. **It is agreed that, it shall not be a violation of the Company's Attendance Policy for anyone that utilizes their Sick leave accrual,** provided the employee has perfect attendance (no unexcused absences (defined as any absence taken without prior approval) and has not used any paid sick leave time during the 12 month period preceding the employee's anniversary date. Such cash out shall be made on the first or second payroll date following an employee's anniversary date. No cash out will be made of paid sick leave earned prior to the date this Agreement is executed. Earned Time Off (Sick Leave) accruals are to be listed on each employee's paycheck.

Effective July 1, 2018 employees will accrue 2.66 hours per month of Earned Time Off (Sick Leave). Effective July 1, 2019 employees will accrue 3.33 hours per month of Earned Time Off (Sick Leave).

VII. EFFECTS OF LEAVE ON VACATION AND SICK LEAVE

Time off in excess of fourteen (14) workdays due to an approved leave of absence, other than for sickness or injury, shall not be accumulative for vacation purposes.

All regular employees off the job due to illness or injury shall accumulate vacation rights and sick leave beginning with the date of illness or injury and continuing to the end of the month and one (1) month thereafter.

VIII. PENSION

The Company continues to agree to participate in the Western Conference of Teamsters Pension Trust Fund. The Company will contribute twenty-five (25) cents for every hour worked into all bargaining unit members' pension accounts. During the 90-day probationary period, the Company will contribute ten (10) cents for every hour worked.

Effective July 1, 2018, the Company will contribute thirty (\$0.30) cents for every hour worked into all bargaining unit member's pension accounts. Effective July 1, 2019, the Company will contribute forty (\$0.40) cents for every hour worked into all bargaining unit member's pension accounts. Effective July 20, 2020, the Company will contribute fifty (\$0.50) cents for every hour worked into all bargaining unit member's pension accounts. Effective July 1, 2021, the Company will contribute sixty (\$0.60) cents for every hour worked into all bargaining member's pension accounts.

IX. DEFINITION OF DAYS WORKED

For the purposes of this Appendix, days worked shall include paid vacation, paid jury duty, paid holidays and paid funeral leave.

X. JURY DUTY

Employees who are required to serve on jury duty must provide their supervisor with a copy of the jury summons and any other court-issued documentation on jury duty and pay promptly following the employee's receipt of such summons and documentation. Compensation will be paid at the employee's regular base rate for the number of hours the employee is regularly scheduled to work (not to exceed eight (8) per day) for up to ten (10) days jury duty service per calendar year provided the employee shall endorse and deliver the jury duty check to the Company together with an attendance slip verifying actual dates of service. The employee will be allowed to retain mileage and lunch allowances paid by the court. Employees must cooperate with the Company, if required, in requesting a postponement or other consideration of the Company's legitimate business needs. If the court chooses not to postpone or consider the Company's legitimate business needs, the employee will not be penalized for serving on

jury duty.

XI. UNIFORMS

Section 1- **Uniforms Required:** All drivers are required to dress neatly at all times while on duty. Coach 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 probationary period.

Upon hire, Mechanics uniforms will be ordered and supplied by the Company. The Company will be responsible for the cleaning of these uniforms.

Section 2. **Non Issue Attire:** All non-issue attire worn by an operator while on duty, including shoes, hats, jackets, sweaters, belt and jewelry or insignia must be clean and well maintained and be in good taste and reflective of the unique and sensitive nature of the working environment and the service provided and shall be subject to the approval of the Company.

Section 3. **Appearance Standards:** At all times while on duty, operators shall be well groomed, clean and in complete uniform. Hair must be clean and neatly and evenly trimmed. At no time shall hair be worn in such a manner that it obscures vision or creates a safety hazard. If cosmetics are used they shall be applied conservatively.

XII. MECHANIC REIMBURSEMENTS AND BONUS PROGRAMS

Mechanic Boot reimbursement: The Company agrees to pay \$100 per year for boot replacement.

2017 – Increase Mechanic “A” and “B” Tool Reimbursement to **\$450.00** per year.

Mechanic Bonus: See ASE Bonus program below.

ASE Mechanic Bonus Program

- T1 – Gasoline Engines (not included in Master Truck Technician status)
- H2 – Diesel Engines
- T3 – Drive train
- H4 – Brakes
- T5 – Suspension and Steering
- H6 – Electrical/Electronic Systems
- H7 – Heating, Ventilation and Air Conditioning (HVAC)
- T8 – Preventive Maintenance Inspections (PMI)

Successful completion of seven of these tests (H2 through T8) will result in the award of Master Truck Technician status. Testing is conducted twice a year. In order to encourage participation in the ASE Certification Program, Veolia will support employees in the successful completion of the ASE Medium/Heavy Certification Series, H2 through T8, by paying the enrollment fee for the series. Veolia will reimburse the cost of the tests taken in this series up to two times for the same technical discipline. After the second attempt, Veolia will not pay for any more tests until the employee passes the test that he or she has failed. Employees will be limited to one test per cycle, unless written approval is given by local management one week prior to testing.

The maximum number of tests to be taken during any one cycle will be three tests. Once a test is passed, the technician will provide to the Maintenance Manager a receipt/certificate which verifies successful completion of one of the designated tests in the series. Testing for recertification within the series (H2 – T8) will be paid for in the same manner as described above.

This bonus program consists of \$100 per current certificate to be paid annually during the designated audit period. An annual review of current certification in this series will be conducted within thirty (30) days of the employee's twelve-month employment anniversary date. Certificates must be renewed every five years. Those technicians possessing current certificates during this period will be paid \$100 per certificate and an additional \$100 if they achieve a Master Truck Technician's status. The maximum annual bonus for the ASE Certification Program per technician is \$800 (gross).

APPENDIX "C"

ATTENDANCE/SAFETY BONUS

All post-probationary employees will receive a \$25.00 (twenty-five) monthly safety/attendance bonus if the employee accomplishes all of the following:

1. Perfect attendance during the monthly rating period.
(Any one of the following will disqualify an employee from achieving the bonus):
 - A. Missout
 - B. Late
 - C. Unexcused Absence/Early Out
 - D. No Call No Show

No preventable accidents during the monthly rating period.

APPENDIX “D”

CHICO HEALTH & WELFARE

Effective January 1, 2017, the Company agreed to offer Health and Welfare benefits for bargaining unit employees through the Northern California General Teamsters Security Fund (“Trust” or “Trust Fund”). The Company agrees to continue to pay to the Trust Fund the contributions prescribed in this Article for providing health and welfare benefits to the full-time eligible employees covered by the Collective Bargaining Agreement (CBA). Employees will be offered the Select 250 Plan through the Trust as previously agreed.

New, full-time employees will be eligible for Health and Welfare benefits on the first day of the month in which the employee will complete the probationary period as described in this Agreement. The employee must enroll within thirty (30) days of the first day of being eligible for coverage or during the annual open enrollment period. The Company shall remit to the Trust Fund, contributions for enrolled employees. The Company shall remit the full contribution required by the Trust to maintain benefits for eligible, enrolled employees and their eligible dependents. The Company and eligible employees will share in the cost of benefits, with employee contributions taken via payroll deduction on a pre-tax basis. The Company share toward the cost of coverage for 2017 will be as follows.

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

Any increase in the cost of the Select 250 Plan premium shall be shared equally 50/50 by the Company and the employee up to an amount equal to three percent (3%) of the total premium each year for each party. Any premium increases above six percent (6%) in any year will be the sole responsibility of the employee.

The Select 250 plan currently does not have a provision requiring all eligible bargaining unit members or employees to enroll in coverage (all-in provision) and allows a Waiver of Benefits option, which meets all Trust Fund requirements. Employees will be eligible to waive coverage provided they complete and meet the provisions of this Waiver. In the event the Trust Fund or the Select 250 Plan institutes an “all-in provision”, the Company reserves the right to withdraw from the Trust Fund and terminate the Select 250 Plan. In this event, the parties will meet to agree on a new health plan, or convert to the Company’s available health plans.

The parties agree that the benefits offered to eligible employees through the Trust will at all times meet the requirements of Federal health care regulations, currently the Patient

Protection and Affordable Care Act (PPACA). If at any time the plan does not meet requirements of health care regulations, the Company shall have the right to withdraw from the Trust Fund and terminate participation in the plan. In this event, the parties will meet to agree on a new health plan, or convert to the Company's available health plans.

In addition to the full-coverage option set forth above, which includes medical, prescription drug, dental, vision and life insurance, 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.

Attachments

- **A1 – Fixed Route and Paratransit Service Hours and Routes**
- **A2 – Fixed Route System Maps and Paratransit Rider Guide**
- **A3 – Vehicle Inventory**
- **A4 – Equipment Inventory (non-vehicle)**
- **SAMPLE Contract**

ATTACHMENT A1

Fixed Route Services

Based on the Unmet Transit Needs Assessment, currently; there are no added routes during the 2017/18 FY.

B-Line is always looking for ways to provide a more efficient and reliable service for Butte Regional Transit system. To provide efficient service, B-Line will continue to evaluate the current system and make needed modifications to routes.

Six intercity fixed-routes are 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 8:00 PM. Weekend service begins at 7:50 AM and ends at 6:00 PM. Weekday headways on Route 20 are 60 minutes peak, and 120 minutes midday; 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 (Wal-Mart & 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 4:50 PM. Saturday service begins at 8:47 AM and ends at 5:00 PM. Weekday headways are approximately four hours and Saturday headways are 180 minutes. There is a five-minute layover in Biggs and vehicles go out of service in Oroville between each return trip. 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 (Eastbound) begins in Chico at 6:50 AM and ends in Paradise at 7:03 PM and weekday service (Westbound) 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 (Eastbound) begins at 7:50 AM in Chico and ends at 7:03 PM in Paradise and Saturday service (Westbound) begins at 8:44 AM in Paradise and ends at 6:00 PM in Chico. Sunday service (Eastbound) begins at 9:50 AM in Chico and end at 5:03 PM in Chico and Sunday service (Westbound) begins at 10:44 AM in Paradise and end 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 @ Wal-Mart (Chico), Almond & Birch (Paradise) and Skyway & Wagstaff (Paradise). ******NOTE**** Route currently inoperable due to Camp Fire. Reinstatement of service is pending.**

Route 41 Magalia – Chico. Route 41 provides service between Magalia and Chico, weekdays. Eastbound service begins in Chico at 7:20 AM and ends in Magalia at 6:24 PM and the Westbound service begins in Magalia at 5:50 AM and ends in Paradise at 6:53 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 (Wal-Mart & Bank) (Chico) and the Chico Transit Center.

In Chico, there are eleven 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. ******NOTE**** Route currently inoperable due to Camp Fire. Reinstatement of service is pending.**

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 7:00 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 9:00 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 7:00 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 7:00 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 – Courthouse/East. Route 7 provides service between North Butte County Courthouse and Pleasant Valley High School via E. 20th St, 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 provides three runs, peak AM and PM hours, and one mid-day run. Service on Monday through Friday begins at 6:45 AM at the North Butte County Courthouse and ends at 5:30 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, Pleasant Valley HS and, Ceres & 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 Nord & University Village Apt. 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 – Oak/Warner/Cedar. 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. 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. Saturday service begins at 8:30 AM at the Chico Transit Center and ends at 6:24 PM at the Chico Transit Center.

Route 14 – Park/Forest/MLK. Route 14 provides service from the Chico Transit Center to Park Ave/MLK/Forest Ave. Route 14 services E 20th St & Forest & MLK in a clockwise loop. At the Chico Transit Center, Route 14 interlines with Route 15. Monday through Friday Route 14 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 14 provides 60-minute service. Round trip running time on Route 14 is approximately 35 minutes for each loop. Route 14 Monday through Friday service begins at 6:18 AM at the Forest Ave Xfer (Wal-Mart) and ends at 9:45 PM at Chico Transit Center. Saturday service begins at 7:50 AM at Chico Transit Center and ends at 6:45 PM at Chico Transit Center.

Major stops and timepoints on Route 14 are: Chico Transit Center, 20th St & E. Park, Forest Ave Xfer (Wal-Mart), and E. Park & MLK.

Route 15 – Esplanade/Lassen. Route 15 provides service along the Esplanade and Lassen Ave corridor; between Ceres/Lassen and the Chico Transit Center. 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. Round trip running time on Route 15 is approximately 45 minutes for each loop. Route 15 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. Route 15 is through routed with Route 14 at the Chico Transit Center.

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

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. Round trip running time on Route 16 is 52 minutes for each loop. 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 17 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.

Route 17 – Park/MLK/Forest. Route 17 provides service from the Chico Transit Center to Park Ave/MLK/Forest Ave. Route 17 services E 20th St & MLK & Forest in a counter-clockwise loop. At the Chico Transit Center, Route 17 interlines with Route 16. Route 17 provides 60-minute service throughout the entire day. Round trip running time on Route 17 is 35 minutes for each loop. Route 17 Monday through Friday service begins at 7:30 AM at Chico Transit Center and ends at 6:05 PM at Chico Transit Center. Saturday service begins at 8:30 AM at Chico Transit Center and ends at 6:05 PM at Chico Transit Center.

Major stops and timepoints on Route 17 are: Chico Transit Center, 20th St & E. Park, E. Park & MLK, and Forest Ave Xfer (Bank).

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 1-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.

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 of 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

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

Local Chico Routes			
Route 2 Mangrove**	Monday – Friday 6:15 AM – 8:34 PM Saturday 8:15 AM – 7:00 PM	2	M-F: 60 min. Sat: 60 min.
Route 3 Nord/East**	Monday – Friday 6:18 AM – 9:00 PM Saturday 8:50 AM – 7:00 PM	2	M-F: 30 min. Sat: 60 min.
Route 4 First/East**	Monday – Friday 6:15 AM – 9:00 PM Saturday 8:50 AM – 7:00 PM	2	M-F: 30 min. Sat: 60 min.
Route 5 E. 8 th Street	Monday – Friday 6:15 AM – 8:34 PM Saturday 8:15 AM – 7:00 PM	2	M-F: 30 min. Sat: 60 min.
Route 7 Courthouse/East**	Monday – Friday 6:45 AM – 5:30 PM	1	M-F: 60 min.

Route	Hours of Operation	Fleet Requirement	Peak Hour Headway
Route 8 Nord**	Monday – Thursday 7:34 AM – 9:34 PM Friday 7:34 AM – 4:04 PM	1	M-F: 30 min.
Route 9 Oak/Warner/Cedar**	Monday – Thursday 7:33 AM – 10:01 PM Friday 7:33 AM – 4:01 PM	1	M-F: 30 min.
Route 14 Park/Forest/MLK	Monday – Friday 6:18 AM – 9:45 PM Saturday 7:50 AM – 6:45 PM	3	M-F: 20 min. Sat: 30 min.
Route 15 Esplanade/Lassen	Monday – Friday 6:15 AM – 9:34 PM Saturday 7:50 AM – 6:34 PM	3	M-F: 20 min. Sat: 30 min.
Route 16 Esplanade/SR99	Monday – Friday 6:55 AM – 6:55 PM Saturday 7:55 AM – 5:55 PM	2	M-F: 60 min. Sat: 60 min.
Route 17 Park/MLK/Forest	Monday – Friday 7:30 AM – 6:05 PM Saturday 8:30 AM – 6:05 PM	2	M-F: 20 min. Sat: 30 min.
Local Oroville/Paradise Routes			
24 Thermalito *Interlined with 27	Monday – Friday 6:34 AM – 7:30 PM	0.5	M-F: 60 min.
25 Oro Dam *Interlined with 26	Monday – Friday 6:12 AM – 6:50 PM	0.5	M-F: 60 min.
26 Olive Highway *Interlined with 25	Monday – Friday 6:33 AM – 6:21 PM	0.5	M-F: 60 min.
27 South Oroville *Interlined with 24	Monday – Friday 7:10 AM – 6:50 PM	0.5	M-F: 60 min.

* 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.

Estimated Annual Fixed Route Vehicle Service Hours

Figure 2 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, 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 2: Estimated Annual Fixed Route Vehicle Service Hours

Route	Estimated Annual Vehicle Service Hours
Intercity Routes	
20 Chico – Oroville	7,400
30 Oroville – Gridley – Biggs	1,671
31 Paradise – Oroville	475
32 Gridley – Chico	514
40 Paradise – Chico	5,256
41 Paradise Pines – Chico	4,041
Intercity Subtotal	19,357
Local Chico Routes	
2 Mangrove	4,420
3 & 4 Nord/East-First/East	9,557
5 E. 8 th Street	5,250
7 Bruce/Manzanita	1,863
8 & 9 Nord – Warner/Oak	3,435
9C Warner/Oak (Non-Student Shuttle)	407
14 & 17 Park/MLK/Forest	9,599
15 & 16 Esplanade/Lassen/SR 99	10,028
Local Chico Routes Subtotal	44,560
Local Oroville Routes	
24 & 27 Thermalito & Las Plumas	2,981
25 & 26 Central Oroville & Kelly Ridge	2,891
Local Oroville Routes Subtotal	5,872
TOTAL Est. Fixed Route Annual Vehicle Service Hours	69,789 (Full Service) 60,492 (Reduced Service)

**** Chico Airport Express (Route 52) ****

The Chico Airport Express – Route 52 began service on February 27, 2017. Route 52 begins and ends in Oroville, with multiple round trips between downtown Chico and the Chico Airport, Monday through Friday. **NOTE:** For the past several years, transit service to the Chico Airport has been a regular request during the annual Unmet Transit Needs process. However, statistical analysis has not shown it would meet the required farebox recovery ratio and as such transit operating funds could not be used to implement that service. Recently, staff was successful in obtaining the LCTOP grant to fully cover the operating cost of this service. The LCTOP grants will cover the costs of the Chico Airport Route Pilot service for up to three years. It will be evaluated regularly and if successful could be incorporated into the regular Butte Regional Transit service schedule.

Route	Hours of Operations	Fleet Requirement	Peak Hour Headway
Express Route			
Route 52 Oroville – Chico	Mon. – Fri. (NB) 5:35 AM – 6:20 AM	1	M-F: One round-trip
Route 52 NB/SB Services: (To/From) Chico Transit Center to Airport	Monday – Friday 6:30 AM – 5:40 PM		M-F: 60 min.
Route 52 Chico – Oroville	Mon. – Fri. (SB) 5:50 PM – 6:30 PM		M-F: One round-trip

B-Line Paratransit

The B-Line Paratransit service has combined the previous Paratransit services provided in Chico, Paradise and Oroville into one service. B-Line Paratransit provides complementary Paratransit service in accordance with the Americans with Disabilities Act. B-Line Paratransit also offers Dial-a-Ride service for seniors and persons with disabilities. To be eligible for the service, riders must be 70 years of age or older or have an impairment that prevents using the fixed route system.

The service area of B-Line Paratransit includes the Chico Urban Area, the entire Town of Paradise and portions of Paradise Pines, Wilderness Way off of Pentz Road, and the greater Oroville area, including the City of Oroville and portions of unincorporated Butte County. Services on B-Line Paratransit are operated during the same time as the fixed route services. Services are 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

BCAG developed Paratransit policies and procedures that took effect on July 1, 2007. The primary purpose is to comply with Federal Transit Administration (FTA) regulations and the Americans with Disabilities Act (ADA). As part of this process, BCAG defined new Paratransit boundaries to ensure ADA compliance and implemented a new eligibility certification process. The complete B-Line Paratransit Policies and Procedures are posted on BCAG's website at www.bcag.org.

Estimated Annual Vehicle Service Hours for Paratransit:

- **49,000 (Full Service)**
- **35,000 (Reduced Service)**

******NOTE**** Service to Paradise and Magalia is currently suspended due to Camp Fire. Reinstatement of service is pending.**

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

Legal Holidays

Both fixed route and Paratransit service shall not be provided on the following six (6) legal holidays:

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

Attachment A2

- **BLine Butte Regional Transit – Schedules and System Maps**
 - **BLine Paratransit Riders Guide**

Hours / Days of Operation

B-Line operates seven days a week. Some routes do not operate every day. Check the timetable of the individual route for exact days and hours of operation. Service is not provided on New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving and Christmas.

Bus Pass Sale Locations

You can purchase B-Line tickets and passes at:

- **Chico Transit Center***, corner of 2nd & Salem, Chico
- **B-Line Admin Office***, 326 Huss Drive, Ste 150, Chico
- **Paradise Town Hall**, 5555 Skyway, Paradise
- **Oroville City Hall**, 1735 Montgomery Street, Oroville
- **Gridley City Hall**, 685 Kentucky Street, Gridley
- **Butte County Public Works**, 7 County Center Drive, Oro.

For **bulk ticket sales**, please contact the B-Line administrative office at 809-4616. Note: All locations accept cash or checks.
*Credit cards accepted at these locations.

Contact Us

For questions about schedules, routes or lost & found call:
342-0221 (in Chico/Paradise)
or **toll free 1-800-822-8145**

Customer Service phone hours are:

Monday-Friday 8 a.m. - 10 p.m., Saturday/Sunday 8 a.m. - 6 p.m.
A Customer Service Representative is also available at the Chico Transit Center Monday-Friday 7:30 a.m. - 5:30 p.m.

Last & Found items will be kept 30 days. Items can be claimed between the hours of 9-5 at the bus yard, 326 Huss Dr, Chico.

You can also visit us on-line for more information, including bus stop locations at: www.blinetransit.com



Keep up-to-date with **Rider Alerts** on Facebook:
www.facebook.com/blinetransit

B-Line

Butte Regional Transit

326 Huss Drive, Suite 150, Chico, CA 95928

B-Line

Butte Regional Transit

Schedules & System Maps



Local and Regional Service for:

Chico Oroville · Paradise · Gridley
Biggs Thermalito · Magalia Palermo

Effective - November 1, 2017

www.blinetransit.com

B-Line: Butte Regional Transit

Welcome to B-Line, Butte County's regional public transit system! You can use B-Line fixed routes to travel locally in Chico, Oroville and Paradise, or to travel between communities throughout Butte County. With a simplified fare and transfer policy, using transit in Butte County is easier than ever, and a great way to save on high gas prices.



Read across the schedule from your boarding time to find the time the bus will arrive at your destination. **Although only a few selected time points are listed for each route, the bus will pick up or drop off passengers at any bus stop along the route in complete list of stops is available on our web site.** You can estimate the time the bus will be at your stop by looking at the nearest time points. You can use the Map My Bus app to confirm exact arrival time.

How to Read the Schedule

Routes on the maps are color-coded to match the schedule information. Each route schedule shows selected time points listed from left to right. Light times are a.m., while **Bold** times are p.m. Sometimes a bus continues service as another route, which is listed at the right side of the schedule.

Read across the schedule from your boarding time to find the time the bus will arrive at your destination. **Although only a few selected time points are listed for each route, the bus will pick up or drop off passengers at any bus stop along the route in complete list of stops is available on our web site.** You can estimate the time the bus will be at your stop by looking at the nearest time points. You can use the Map My Bus app to confirm exact arrival time.

Approximate Route Frequencies (in minutes)

Bus Route Name	Peak*	Midday**	Saturday	Sunday	Schedule Page #
Magalia	60	60	60	-	4
Northern	30	60	60	-	4
Fastlan	30	60	60	-	5
East 8th St.	30	60	60	-	5
Grace/Menard	60	1 weekly trip	-	-	6
Nord	30	30	-	-	7
Winnemak	30	30	-	-	7
Park/Paradise/TK	30	60	60	-	8
Expansive/SS99	60	60	60	-	8
Park/W/Oroville	30	60	60	-	9
Chico Oroville	60	60	120	120	12
Thermalito	60	60	-	-	12
Oro Ben	60	60	-	-	13
Olive Hwy/Highly Ridge	60	60	-	-	13
South Oroville	60	60	-	-	13
Paradise Oroville	1 hour/1 way	3 hour/1 way	-	-	13
Gridley - Chico	1 hour/1 way	1 evening trip	-	-	13
Paradise Chico	60/120	120	120	120	13
Magalia - Chico	60	120	-	-	17
Chico Airport Express	60	1 evening trip	-	-	17
Transit Center	60	1 evening trip	-	-	17

* 6:30 AM - 9:30 AM and 3:00 PM - 6:00 PM
** 9:30 AM - 3:00 PM

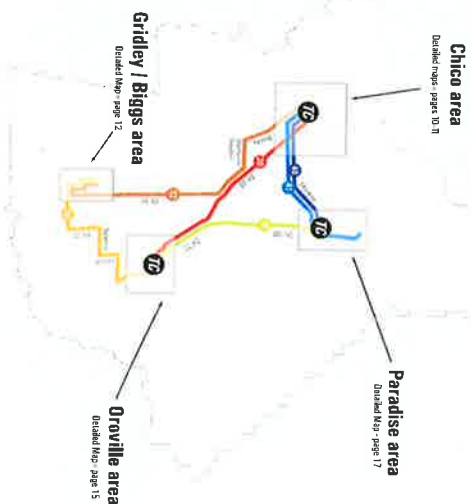
Making Changes to Serve You Better

B-Line is always working to bring you better service. To make the B-Line as efficient as possible, we continually monitor our routes and review comments received from passengers, and whenever possible implement changes to improve the service, making it more reliable and convenient for our customers.

The main changes in this brochure are the addition of the **Chico Airport Express (Route 52)**. As an express service, route 52 serves a limited, but strategically placed, number of bus stop locations. To see the complete Chico Airport Express routes, time-table, and stop locations, turn to pages 18-19.

In Oroville, with the opening of the new Walmart location, **route 25 has made some changes**. Instead of turning around at the Cinemas on Feather River Blvd, it now loops down 5th Ave, then heads back up Feather River Blvd.

Be sure to check out the new **Map My Bus** feature available on both your computer and mobile devices. See the real-time location of your bus, and its actual arrival stop at your stop.



Chico area
Detailed map: page 10

Paradise area
Detailed map: page 11

Oroville area
Detailed map: page 15

Gridley / Biggs area
Detailed map: page 12

Fares

	Local Service	Regional Service
Cash	L	R
Regular	\$ 1.50	\$ 2.00
Discount *	\$ 0.75	\$ 1.00
Youth (6-18)	\$ 1.00	\$ 1.50
Child (under 6)	2 fare **	2 fare **
2-Ride Pass		
Regular	\$ 3.00	\$ 4.00
Discount *	\$ 1.50	\$ 2.00
Youth (6-18)	\$ 2.00	\$ 3.00
10-Ride Pass		
Regular	\$ 13.50	\$ 18.00
Discount *	\$ 6.75	\$ 9.00
Youth (6-18)	\$ 9.00	\$ 13.00
30-Day Pass		
Regular	\$ 37.50	\$ 48.00
Discount *	\$ 19.00	\$ 25.00
Youth (6-18)	\$ 25.00	\$ 34.00

For \$4.00 an All Day Pass can be purchased directly from the bus driver for unlimited access to the entire system for the day.

- Discount fares apply to seniors (65 or older with proof of age), disabled and those with a valid Medicare card.
- Two children ride free with each paying adult.

Transfers

If you need more than one bus to get to your destination, transfers allow you to complete a continuous one-way trip without having to pay an additional fare. **If you need a transfer, you must ask for one when you first board the bus and pay your fare.** Transfers will not be issued to deboarding passengers. Local transfers are valid for 1 hour from the time issued. Regional transfers are valid for 2 hours.

Transfer Options

- Present a Local or Regional transfer on a local route.
- Present a Regional transfer on a regional route.
- Using a Local transfer on a regional route requires an additional \$0.50 fare (\$0.25 for discount).

Transfer Rules

- Transfers will only be issued at the time the fare is paid.
- A transfer cannot be reused on the same route it was issued.
- A transfer can only be used by the person to whom it was issued.

Rider Rules of Conduct

Riders ensure safety and comfort for all passengers and the driver. We ask that riders observe the **Rules of Conduct** while on the bus. Some examples of the rules include, but are not limited to::

- No eating, drinking or smoking on board.
- No standing in front of the "standee line" while bus is in motion.
- No unnecessary conversation with the driver.
- No abusive, threatening or obscene language or actions.
- No radios or other sound generating equipment may be used without headphones aboard the vehicles.
- No hazardous materials or weapons of any kind shall be brought on board.
- No animals, except service animals, shall be allowed on board, unless in a secured cage.
- No unnecessary barking or disruptive service animals
- No signs or other materials may be placed on the bus except by transit management.
- No marking, etching, cutting or damaging the bus in any way.
- No obstructions are allowed in the aisle. Strollers must be closed while in transport.
- No illegal activity of any kind will be tolerated while on board the bus.
- Shoes and shirts required to ride the bus.

Depending on the severity of the violation, the following penalties may be enforced for riders who violate any of the Rider Rules of Conduct:

- One (1) violation will result in a verbal warning.
- Two (2) violations will result in a written warning.
- Three (3) or more violations will result in suspension of service for a minimum of 30 days.

Note: Riders who engage in physical abuse or cause physical injury to another rider or driver may be subject to immediate and permanent suspension and possible criminal prosecution.

An appeals process allows riders the opportunity to appeal warnings or suspensions for violations of the Rider Rules of Conduct. Appeals must be made in writing within 30 days (326 Huss Drive, Suite 150, Chico, CA 95928). For more information, please call (530) 809-4616.

Technology Making Your Trip Better

Map My Bus

B-Line's new Map My Bus gives you direct access to Real-Time bus information. With this new feature you can now map the location of your bus AND find its actual arrival time at your stop.

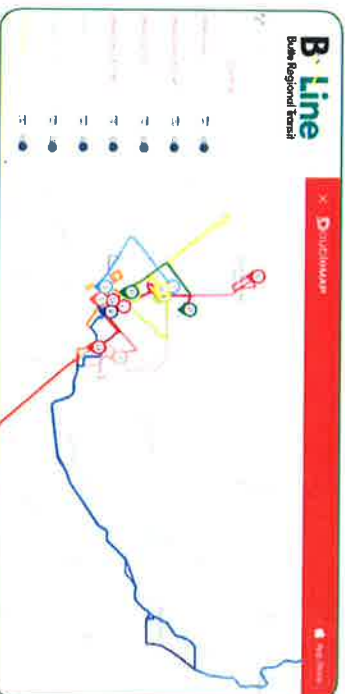
You can access this on your browser at our website, blinetransit.com, or on your mobile device by downloading the DoubleMap app from the app store and selecting "Butte Regional Transit" as your system.



Once at the map, you can select all the routes, or just the ones you are interested in. You then click on whatever stop you want information for and the actual arrival time will be displayed. On the app, you can also save your favorite stops for quick reference.

You can also use the text message feature by texting the Bus Stop ID# to 5309245533 and you will receive an immediate reply of the arrival time. (We know the number is long, but after you have used it once, add it to your contacts, and name it something simple, like "Map My Bus.")

B-Line Trip Planning with Google Maps



Google Maps Trip Planner

Butte Regional Transit (B-Line) recently added services making it easier and more convenient for passengers to take public transit. B-Line has partnered with Google Maps to provide Trip Planning on the B-Line using the Transit feature in Google Maps. This feature is available on Google Maps and on the B-Line web site.

2 Mangrove

Monday - Saturday

Northbound: From Downtown to Ceres/Lassen

Transit Center 2nd & Salem	Mangrove & 5th	Panama & Rio Lindo	North Valley Plaza	Ceres & Zind & Salem	Continues on to:
6:50	6:57	7:02	7:06	7:14	Route 25
7:50	7:57	8:02	8:06	8:14	Route 25
8:20	8:27	8:32	8:36	8:44	Route 25
8:50	8:57	9:02	9:06	9:14	Route 25
9:50	9:57	10:02	10:06	10:14	Route 25
10:50	10:57	11:02	11:06	11:14	Route 25
11:50	11:57	12:02	12:06	12:14	Route 25
12:50	12:57	1:02	1:06	1:14	Route 25
1:50	1:57	2:02	2:06	2:14	Route 25
2:10	2:17	2:22	2:26	2:34	Route 25
3:10	3:17	3:22	3:26	3:34	Route 25
4:10	4:17	4:22	4:26	4:34	Route 25
5:10	5:17	5:22	5:26	5:34	Route 25
6:10	6:17	6:22	6:26	6:34	Route 25
7:10	7:17	7:22	7:26	7:34	Route 25
8:10	8:17	8:22	8:26	8:34	Route 25

Southbound: From Ceres/Lassen to Downtown

Ceres & Lassen Plaza	North Valley Plaza	Panama & Rio Lindo	Mangrove & 5th	Transit Center Zind & Salem	Continues on to:
6:15	6:21	6:26	6:29	6:40	Route 2N
7:15	7:21	7:26	7:29	7:40	Route 2N
7:45	7:51	7:56	7:59	8:10	Route 2N
8:15	8:21	8:26	8:29	8:40	Route 2N
9:15	9:21	9:26	9:29	9:40	Route 2N
10:15	10:21	10:26	10:29	10:40	Route 2N
11:15	11:21	11:26	11:29	11:40	Route 2N
12:15	12:21	12:26	12:29	12:40	Route 2N
1:15	1:21	1:26	1:29	1:40	Route 2N
2:15	2:21	2:26	2:29	2:40	Route 2N
3:35	3:41	3:46	3:49	4:00	Route 2N
4:35	4:41	4:46	4:49	5:00	Route 2N
5:35	5:41	5:46	5:49	6:00	Route 2N
6:35	6:41	6:46	6:49	7:00	Route 2N
7:35	7:41	7:46	7:49	8:00	Route 2N

28 On Saturday, this bus continues as Route 2 southbound.

29 ROUTE 2N INTERLINE AT CERES/LASSEN: When Route 2 continues on as Route 7 at Ceres & Lassen, it stays on Lassen and DOES NOT turn onto Ceres. When Route 2 Northbound continues on as Route 2 Southbound, it turns on Ceres and turns around on Diablo Avenue.

Shaded trips do not operate on Saturday.

Chico Local Routes

3 Nord / East

Monday - Saturday

Northbound (OUT): From Downtown to North Valley Plaza

Transit Center Zind & Salem	Nord & W 5th Ave	East & Nord	East & Española	North Valley Plaza	Continues on to:
6:50	6:59	7:01	7:06	7:11	Route 1E
7:50	7:59	8:01	8:06	8:11	Route 1E
8:50	8:59	9:01	9:06	9:11	Route 1E
9:50	9:59	10:01	10:06	10:11	Route 1E
10:50	10:59	11:01	11:06	11:11	Route 1E
11:50	11:59	12:01	12:06	12:11	Route 1E
12:50	12:59	1:01	1:06	1:11	Route 1E
1:50	1:59	2:01	2:06	2:11	Route 1E
2:50	2:59	3:01	3:06	3:11	Route 1E
3:10	3:19	3:21	3:26	3:31	Route 1E
4:10	4:19	4:21	4:26	4:31	Route 1E
5:10	5:19	5:21	5:26	5:31	Route 1E
6:10	6:19	6:21	6:26	6:31	Route 1E
7:10	7:19	7:21	7:26	7:31	Route 1E
8:10	8:19	8:21	8:26	8:31	Route 1E

Southbound (IN): From North Valley Plaza to Downtown

North Valley Plaza	East & Nord	East & Española	Nord & W 5th Ave	Transit Center Zind & Salem	Continues on to:
6:18	6:23	6:28	6:31	6:40	Route 1E
7:18	7:23	7:28	7:31	7:40	Route 1E
7:48	7:53	7:58	8:01	8:10	Route 1E
8:48	8:53	8:58	9:01	9:10	Route 1E
8:18	8:23	8:28	8:31	8:40	Route 1E
9:18	9:23	9:28	9:31	9:40	Route 1E
10:18	10:23	10:28	10:31	10:40	Route 1E
11:18	11:23	11:28	11:31	11:40	Route 1E
12:18	12:23	12:28	12:31	12:40	Route 1E
1:18	1:23	1:28	1:31	1:40	Route 1E
2:18	2:23	2:28	2:31	2:40	Route 1E
3:18	3:23	3:28	3:31	3:40	Route 1E
3:38	3:43	3:48	3:51	4:00	Route 1E
4:38	4:43	4:48	4:51	5:00	Route 1E
5:38	5:43	5:48	5:51	6:00	Route 1E
6:38	6:43	6:48	6:51	7:00	Route 1E
7:38	7:43	7:48	7:51	8:00	Route 1E
8:38	8:43	8:48	8:51	9:00	Route 1E

Please keep this brochure for future reference. It allows us to continue providing it at no cost to our passengers. Thank you.

4 First / East

Monday - Saturday

Northbound (OUT): From Downtown to North Valley Plaza

Transit Center Zind & Salem	Chico Junior High School	First & Langfellow	Present Valley HS	North Valley Plaza	Continues on to:
6:50	6:54	7:00	7:03	7:15	Route 3S
7:20	7:24	7:30	7:33	7:45	Route 3S
7:50	7:54	8:00	8:03	8:15	Route 3S
8:20	8:24	8:30	8:33	8:45	Route 3S
8:50	8:54	9:00	9:03	9:15	Route 3S
9:50	9:54	10:00	10:03	10:15	Route 3S
10:50	10:54	11:00	11:03	11:15	Route 3S
11:50	11:54	12:00	12:03	12:15	Route 3S
12:50	12:54	1:00	1:03	1:15	Route 3S
1:50	1:54	2:00	2:03	2:15	Route 3S
2:50	2:54	3:00	3:03	3:15	Route 3S
3:10	3:14	3:20	3:23	3:35	Route 3S
4:10	4:14	4:20	4:23	4:35	Route 3S
5:10	5:14	5:20	5:23	5:35	Route 3S
6:10	6:14	6:20	6:23	6:35	Route 3S
7:10	7:14	7:20	7:23	7:35	Route 3S
8:10	8:14	8:20	8:23	8:35	Route 3S

Southbound (IN): From North Valley Plaza to Downtown

North Valley Plaza	Present Valley HS	First & Langfellow	Chico Junior High School	Transit Center Zind & Salem	Continues on to:
6:15	6:24	6:28	6:34	6:40	Route 3N
6:45	6:54	6:58	7:04	7:10	Route 3N
7:15	7:24	7:28	7:34	7:40	Route 3N
8:15	8:24	8:28	8:34	8:40	Route 3N
9:15	9:24	9:28	9:34	9:40	Route 3N
10:15	10:24	10:28	10:34	10:40	Route 3N
11:15	11:24	11:28	11:34	11:40	Route 3N
12:15	12:24	12:28	12:34	12:40	Route 3N
1:15	1:24	1:28	1:34	1:40	Route 3N
2:15	2:24	2:28	2:34	2:40	Route 3N
2:40	2:49	2:53	2:59	3:05	Route 3N
3:35	3:44	3:48	3:54	4:00	Route 3N
4:35	4:44	4:48	4:54	5:00	Route 3N
5:35	5:44	5:48	5:54	6:00	Route 3N
6:35	6:44	6:48	6:54	7:00	Route 3N
7:35	7:44	7:48	7:54	8:00	Route 3N
8:35	8:44	8:48	8:54	9:00	Route 3N

If you have suggestions for future improvements please let us know by filling out one of the comment cards located on every bus, and either mail it in or hand it to any Blaine driver.

5 E. 8th Street

Monday - Saturday

Eastbound (OUT): From Downtown to Forest Xier/Chico Mall

Transit Center Zind & Salem	9th Street & Pine	10th Street Park n Ride & Hwy 32	8th Street & Forest	Forest Xier (Bank)	Chico Mall	Continues on to:
6:50	6:57	7:00	7:03	7:14	7:44	Route 5E
7:20	7:27	7:30	7:33	7:44	7:74	Route 5E
7:50	7:57	8:00	8:03	8:14	8:44	Route 5E
8:20	8:27	8:30	8:33	8:44	8:74	Route 5E
8:50	8:57	9:00	9:03	9:14	9:44	Route 5E
9:50	9:57	10:00	10:03	10:14	10:44	Route 5E
10:50	10:57	11:00	11:03	11:14	11:44	Route 5E
11:50	11:57	12:00	12:03	12:14	12:44	Route 5E
12:50	12:57	1:00	1:03	1:14	1:44	Route 5E
2:10	2:17	2:20	2:23	2:34	3:04	Route 5E
3:10	3:17	3:20	3:23	3:34	4:04	Route 5E
4:10	4:17	4:20	4:23	4:34	5:04	Route 5E
4:40	4:47	4:50	4:53	5:04	5:34	Route 5E
5:10	5:17	5:20	5:23	5:34	6:04	Route 5E
5:40	5:47	5:50	5:53	6:04	6:34	Route 5E
6:10	6:17	6:20	6:23	6:34	7:04	Route 5E
7:10	7:17	7:20	7:23	7:34	8:04	Route 5E
8:10	8:17	8:20	8:23	8:34	9:04	Route 5E

Westbound (IN): From Forest Xier/Chico Mall to Downtown

Forest Xier (Bank)	8th Street & Olive	8th Street & Hwy 32	8th Street & Forest	9th Street & Pine	Transit Center Zind & Salem	Continues on to:
6:15	6:28	6:30	6:33	6:40	6:50	Route 5E
6:45	6:58	7:00	7:03	7:10	7:20	Route 5E
7:15	7:28	7:30	7:33	7:40	7:50	Route 5E
7:45	7:58	8:00	8:03	8:10	8:20	Route 5E
8:15	8:28	8:30	8:33	8:40	8:50	Route 5E
8:45	8:58	9:00	9:03	9:10	9:20	Route 5E
9:15	9:28	9:30	9:33	9:40	9:50	Route 5E
10:15	10:28	10:30	10:33	10:40	10:50	Route 5E
11:15	11:28	11:30	11:33	11:40	11:50	Route 5E
12:15	12:28	12:30	12:33	12:40	12:50	Route 5E
1:15	1:28	1:30	1:33	1:40	1:50	Route 5E
2:35	2:48	2:50	2:53	3:00	3:10	Route 5E
3:35	3:48	3:50	3:53	4:00	4:10	Route 5E
4:05	4:18	4:20	4:23	4:30	4:40	Route 5E
4:35	4:48	4:50	4:53	5:00	5:10	Route 5E
5:05	5:18	5:20	5:23	5:30	5:40	Route 5E
5:35	5:48	5:50	5:53	6:00	6:10	Route 5E
6:35	6:48	6:50	6:53	7:00	7:10	Route 5E
7:35	7:48	7:50	7:53	8:00	8:10	Route 5E

Light numbers are AM. Bold one PM. Shaded trips do not operate on Saturday.

7 Courthouse / East

Northbound (OUT): From Chico Mall/Courthouse to Ceres/Lassen

Northbound	Leaving	Arriving	Continues on to:
6:45	6:52	7:04	Route 2S
7:15	7:22	7:34	Route 2S
7:45	7:52	8:04	Route 2S
8:45	8:52	9:04	Route 2S
11:45	11:52	12:04	Route 2S
3:10	3:17	3:29	Route 2S
4:05	4:12	4:24	Route 2S
5:05	5:12	5:24	Route 2S

Southbound (IN): From Ceres/Lassen to Chico Mall/Courthouse

Southbound	Leaving	Arriving	Continues on to:
6:45	6:52	7:04	Route 2S
7:15	7:22	7:34	Route 2S
7:45	7:52	8:04	Route 2S
8:45	8:52	9:04	Route 2S
11:45	11:52	12:04	Route 2S
3:10	3:17	3:29	Route 2S
4:05	4:12	4:24	Route 2S
5:05	5:12	5:24	Route 2S



B-Line grants all citizens equal access to its transportation services and is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color or national origin. B-Line will not discriminate against qualified individuals on the basis of disability in its services, programs, or activities. See our website for full details.

Title IX Civil Rights Act / 504 / ADA / Americans with Disabilities Act / 1989

Rider Tip: To make boarding the bus quicker, please have your fare or pass ready when you step on the bus.

Chico Local Routes

8

9c Cedar Loop

Monday - Friday
(See notes for days of operation)

Transit Center	4th & Cedar	Transit Center
Zind & Salem	7:57	Zind & Salem
7:50	7:57	8:04
9:50	9:57	10:04
1:50	1:57	2:04
3:50	3:57	4:04
5:10	5:17	5:24
6:30	6:37	6:44
8:10	8:17	8:24

NOTE: Route 9c (Cedar Loop) ONLY operates when the regular Route 9 (Student Shuttle) is not running, when CSUC classes are not in session. Since regular Route 9 ends service at 4 p.m. on Fridays, the last three runs on 9c operate year-round on Friday.

9c Cedar Loop

Saturday
(Operates year-round)

Transit Center	4th & Cedar	Transit Center
Zind & Salem	8:37	Zind & Salem
8:30	8:37	8:44
10:30	10:37	10:44
1:50	1:57	2:04
3:50	3:57	4:04
6:10	6:17	6:24

NOTE: Route 9c (Cedar Loop) Saturday service operates year-round.



Student Shuttles

Routes 8 & 9 are the B-Line student shuttles. Service is open to the general public.

Hours of Operation

Monday through Friday only. Shaded times do not operate on Friday. No weekend service. Routes 8 and 9 operate ONLY during the CSUC school year when Spring and Fall semester classes are IN SESSION. They do not run when there are no classes (Spring Break, Thanksgiving Week, and campus holidays - Labor Day, Veterans Day, Cesar Chavez Day). When the Student Shuttle is not running please refer to the Route 9c schedule.

8 Nord

Transit Center	W. Sec. & Nord	Nord @ Univ Village	Warner & Zind & Normal	Transit Center
Zind & Normal	7:58	7:34	7:38	Continues on to:
8:20	8:28	8:34	8:38	Route 8
8:50	8:58	9:04	9:08	Route 8
9:20	9:28	9:34	9:38	Route 8
10:20	10:28	10:34	10:38	Route 8
10:50	10:58	11:04	11:08	Route 8
11:20	11:28	11:34	11:38	Route 8
11:50	11:58	12:04	12:08	Route 8
1:10	1:18	1:24	1:28	Route 8
1:40	1:48	1:54	1:58	Route 8
2:10	2:18	2:24	2:28	Route 8
2:40	2:48	2:54	2:58	Route 8
3:10	3:18	3:24	3:28	Route 8
3:40	3:48	3:54	3:58	Route 8
4:10	4:18	4:24	4:28	Route 8
4:40	4:48	4:54	4:58	Route 8
5:10	5:18	5:24	5:28	Route 8
5:40	5:48	5:54	5:58	Route 8
6:10	6:18	6:24	6:28	Route 8
7:10	7:18	7:24	7:28	Route 8
8:10	8:18	8:24	8:28	Route 8
9:10	9:18	9:24	9:28	Route 8

Shaded times do not operate on Friday.

9 Oak/Warner/Cedar

Transit Center	7th St	Transit Center	4th Avenue	Transit Center
Zind & Normal	7:44	7:50	7:55	7:33
8:14	8:20	8:25	8:33	7:41
8:44	8:50	8:55	9:03	7:51
9:14	9:20	9:25	9:33	8:01
9:44	9:50	9:55	10:03	8:11
10:14	10:20	10:25	10:33	8:21
10:44	10:50	10:55	11:03	8:31
11:14	11:20	11:25	11:33	8:41
11:44	11:50	11:55	12:03	8:51
1:04	1:10	1:15	1:23	9:01
1:34	1:40	1:45	1:53	9:11
2:04	2:10	2:15	2:23	9:21
2:34	2:40	2:45	2:53	9:31
3:04	3:10	3:15	3:23	9:41
3:34	3:40	3:45	3:53	9:51
4:04	4:10	4:15	4:23	10:01
4:34	4:40	4:45	4:53	10:11
5:04	5:10	5:15	5:23	10:21
5:34	5:40	5:45	5:53	10:31
6:04	6:10	6:15	6:23	10:41
6:34	6:40	6:45	6:53	10:51
7:04	7:10	7:15	7:23	11:01
7:34	7:40	7:45	7:53	11:11
8:34	8:40	8:45	8:53	11:21
9:34	9:40	9:45	9:53	11:31

Shaded times do not operate on Friday.

Visit us on-line for schedules, detailed route maps, bus stop locations and more information about B-Line fixed route and paratransit service: www.blinetransit.com Keep up to date with Rider Alerts on Facebook: www.facebook.com/blinetransit

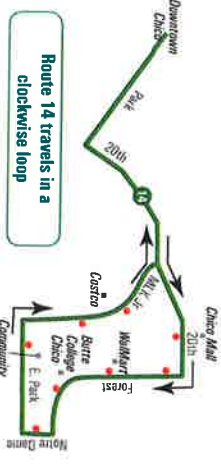
7

14 Park/Forest/MLK

Monday
Saturday

Loop from Downtown to Forest Ave, then back via MLK

Transit Center 2nd & Salem	Forest Xier (WalMart) & MLK	E Park & Park	20th St Znd & Salem	Transit Center & Park	Continues on to:
6:50	6:57	7:04	7:10	7:16	Route 15N
7:10	7:17	7:24	7:30	7:36	Route 15N
7:50	7:57	8:04	8:10	8:16	Route 15N
8:10	8:17	8:24	8:30	8:36	Route 15N
8:50	8:57	9:04	9:10	9:16	Route 15N
9:10	9:17	9:24	9:30	9:36	Route 15N
9:50	9:57	10:04	10:10	10:16	Route 15N
10:50	10:57	11:04	11:10	11:16	Route 15N
11:50	11:57	12:04	12:10	12:16	Route 15N
12:50	12:57	1:04	1:10	1:16	Route 15N
1:30	1:37	1:44	1:50	1:56	Route 15N
2:10	2:17	2:24	2:30	2:36	Route 15N
2:50	2:57	3:04	3:10	3:16	Route 15N
3:10	3:17	3:24	3:30	3:36	Route 15N
3:50	3:57	4:04	4:10	4:16	Route 15N
4:10	4:17	4:24	4:30	4:36	Route 15N
4:50	4:57	5:04	5:10	5:16	Route 15N
5:10	5:17	5:24	5:30	5:36	Route 15N
5:50	5:57	6:04	6:10	6:16	Route 15N
6:10	6:17	6:24	6:30	6:36	Route 15N
7:10	7:17	7:24	7:30	7:36	Route 15N
8:10	8:17	8:24	8:30	8:36	Route 15N
9:10	9:17	9:24	9:30	9:36	Route 15N



8

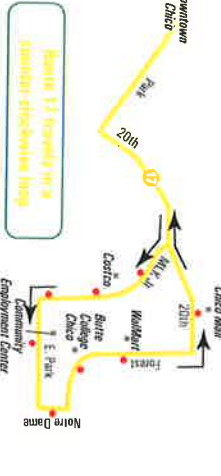
EXPLAINING ROUTES 14 & 17: Coming from the Downtown Transit Center Routes 14 & 17 will cover the same area until they reach E. 20th St and MLK. At their point route 14 will continue down E. 20th St and service Forest and MLK in a clockwise loop, while Route 17 will turn right at that intersection and service MLK and then Forest in a counter-clockwise loop. At the Chico Transit Center (CTC), Route 14 will interfere with Route 15, while Route 17 will interfere with Route 16. The above maps show the direction of travel, and which stops are served by each route. Between the CTC and E. 20th/MLK all stops are served by both routes.

15 Esplanade/Lassen

Monday
Saturday

Northbound (OUT): From Downtown to Ceres/Lassen

Transit Center 2nd & Salem	Esplanade & 5th Ave	Esplanade & East	Lassen & Colusa	Ceres & Lassen	Continues on to:
6:50	6:57	7:02	7:07	7:14	Route 15S
7:10	7:17	7:22	7:27	7:34	Route 15S
7:50	7:57	8:02	8:07	8:14	Route 15S
8:10	8:17	8:22	8:27	8:34	Route 15S
8:50	8:57	9:02	9:07	9:14	Route 15S
9:10	9:17	9:22	9:27	9:34	Route 15S
9:50	9:57	10:02	10:07	10:14	Route 15S
10:50	10:57	11:02	11:07	11:14	Route 15S
11:50	11:57	12:02	12:07	12:14	Route 15S
12:50	12:57	1:02	1:07	1:14	Route 15S
1:50	1:57	2:02	2:07	2:14	Route 15S
2:10	2:17	2:22	2:27	2:34	Route 15S
2:50	2:57	3:02	3:07	3:14	Route 15S
3:10	3:17	3:22	3:27	3:34	Route 15S
3:50	3:57	4:02	4:07	4:14	Route 15S
4:10	4:17	4:22	4:27	4:34	Route 15S
4:50	4:57	5:02	5:07	5:14	Route 15S
5:10	5:17	5:22	5:27	5:34	Route 15S
5:50	5:57	6:02	6:07	6:14	Route 15S
6:10	6:17	6:22	6:27	6:34	Route 15S
7:10	7:17	7:22	7:27	7:34	Route 15S
8:10	8:17	8:22	8:27	8:34	Route 15S
9:10	9:17	9:22	9:27	9:34	Route 15S



15 Lassen/Esplanade

Monday
Saturday

Southbound (IN): From Ceres/Lassen to Downtown

Ceres & Lassen	Esplanade & Colusa	Esplanade & 5th Ave	Transit Center 2nd & Salem	Continues on to:
6:15	6:17	6:22	6:27	Route 14
6:35	6:37	6:42	6:47	Route 14
7:15	7:17	7:22	7:27	Route 14
7:35	7:37	7:42	7:47	Route 14
8:15	8:17	8:22	8:27	Route 14
8:35	8:37	8:42	8:47	Route 14
9:15	9:17	9:22	9:27	Route 14
9:35	9:37	9:42	9:47	Route 14
10:15	10:17	10:22	10:27	Route 14
11:15	11:17	11:22	11:27	Route 14
12:15	12:17	12:22	12:27	Route 14
1:15	1:17	1:22	1:27	Route 14
2:15	2:17	2:22	2:27	Route 14
2:35	2:37	2:42	2:47	Route 14
3:15	3:17	3:22	3:27	Route 14
3:35	3:37	3:42	3:47	Route 14
4:15	4:17	4:22	4:27	Route 14
4:35	4:37	4:42	4:47	Route 14
5:15	5:17	5:22	5:27	Route 14
5:35	5:37	5:42	5:47	Route 14
6:15	6:17	6:22	6:27	Route 14
6:35	6:37	6:42	6:47	Route 14
7:35	7:37	7:42	7:47	Route 14
8:35	8:37	8:42	8:47	Route 14

17 Park/MLK/Forest

Monday
Saturday

Loop from Downtown to MLK, then back via Forest Ave

Transit Center 2nd & Salem	20th St & Park	Forest Xier (WalMart) & MLK	20th St & Park	Transit Center 2nd & Salem	Continues on to:
7:30	7:37	7:44	7:50	7:56	Route 16N
8:30	8:37	8:44	8:50	8:56	Route 16N
9:30	9:37	9:44	9:50	9:56	Route 16N
10:30	10:37	10:44	10:50	10:56	Route 16N
11:20	11:27	11:34	11:40	11:46	Route 16N
12:20	12:27	12:34	12:40	12:46	Route 16N
1:20	1:27	1:34	1:40	1:46	Route 16N
2:30	2:37	2:44	2:50	2:56	Route 16N
3:30	3:37	3:44	3:50	3:56	Route 16N
4:30	4:37	4:44	4:50	4:56	Route 16N
5:30	5:37	5:44	5:50	5:56	Route 16N



Shaded trips do not operate on Saturday.

16 Esplanade/SR99

Monday
Saturday

Northbound (OUT): From Downtown to Esplanade/Hwy 99

Transit Center 2nd & Salem	Esplanade & 5th	Rio Lindo & Parnce	East & Esplanade	Continues on to:
7:30	7:37	7:44	7:47	Route 15S
8:30	8:37	8:44	8:47	Route 15S
9:30	9:37	9:44	9:47	Route 15S
10:20	10:27	10:34	10:37	Route 15S
11:20	11:27	11:34	11:37	Route 15S
12:20	12:27	12:34	12:37	Route 15S
1:20	1:27	1:34	1:37	Route 15S
2:30	2:37	2:44	2:47	Route 15S
3:30	3:37	3:44	3:47	Route 15S
4:30	4:37	4:44	4:47	Route 15S
5:30	5:37	5:44	5:47	Route 15S
6:30	6:37	6:44	6:47	Route 15S

Southbound (IN): From Esplanade/Hwy 99 to Downtown

Esplanade & Hwy 99	East & Esplanade	Rio Lindo & Parnce	Esplanade & 5th	Continues on to:
6:55	7:04	7:09	7:15	Route 17
7:55	8:04	8:09	8:15	Route 17
8:55	9:04	9:09	9:15	Route 17
9:55	10:04	10:09	10:15	Route 17
10:45	10:54	10:59	11:05	Route 17
11:45	11:54	11:59	12:05	Route 17
12:45	12:54	12:59	1:05	Route 17
2:45	2:54	2:59	3:05	Route 17
3:45	3:54	3:59	4:05	Route 17
4:45	4:54	4:59	5:05	Route 17
5:45	5:54	5:59	6:05	Route 17

9

20 Chico - Oroville

Monday - Friday

Southbound (OUT): From Chico Transit Center to Oroville

CHICO		OROVILLE		Transit Center	
Transit Center	Forest Xter	Forest Xter	Oroville	Transit Center	Continues
Znd & Salem	Park 'n Ride (Walker)	Public Works	Spencer	Mitchell & Spencer	on to:
5:50	6:00	6:25	6:40	Route 20N	Route 20N
6:50	7:00	7:25	7:40	Route 20N	Route 20N
7:50	8:00	8:25	8:40	Route 20N	Route 20N
8:50	9:03	9:28	9:40	Route 20N	Route 20N
10:50	10:57	11:28	11:40	Route 20N	Route 20N
12:50	12:57	1:03	1:28	Route 20N	Route 20N
1:50	1:57	2:03	2:28	Route 20N	Route 20N
2:50	2:57	3:03	3:28	Route 20N	Route 20N
3:50	3:57	4:03	4:28	Route 20N	Route 20N
4:30	4:37	4:43	5:08*	Route 20N	Route 20N
5:10	5:17	5:23	5:48*	Route 20N	Route 20N
6:10	6:17	6:23	6:48*	Route 20N	Route 20N

Northbound (IN): From Oroville Transit Center to Chico

OROVILLE		CHICO		Transit Center	
Transit Center	Oroville	Forest Xter	Forest Xter	Transit Center	Continues
Mitchell & Spencer	Public Works	(Bank)	Park 'n Ride Znd & Salem	Mitchell & Spencer	on to:
5:50	6:01*	6:27	6:32	6:40	Route 20S
6:50	7:01*	7:27	7:32	7:40	Route 20S
7:50	8:01	8:27	8:32	8:40	Route 20S
8:50	9:01	9:27	9:32	9:40	Route 20S
9:50	10:01	10:27	10:32	10:40	Route 20S
11:50	12:01	12:27	12:32	12:40	Route 20S
1:50	2:01	2:27	2:32	2:40	Route 20S
2:50	3:01	3:27	3:32	3:40	Route 20S
4:00	4:11	4:37	4:50	5:00	Route 20S
5:00	5:11	5:37	5:50	6:00	Route 20S
6:10	6:21	6:47	6:52	7:00	Route 20S
7:10	7:21	7:47	7:52	8:00	Route 20S

NOTE: Commuter runs that have no time listed at the Forest Xter stop go direct between the Chico Park 'n Ride and Oroville. They DO NOT SERVE the stops on Forest & E 20th.

* The first time runs leaving Oroville and the last three runs entering Oroville serve the Park 'n Ride lot at 3rd and Grand. The Park 'n Ride will be served immediately after the Public Works stop, so although no time is listed, plan on it arriving shortly after the corresponding times listed for Public Works.

When LEAVING Oroville: after leaving Public Works, the bus comes down 2nd St, turns right on Grand, then turns right onto 3rd St, before getting on SR 70.

When ENTERING Oroville: after going through County Center, the bus goes by the Park 'n Ride on 3rd St., then left on Grand, left on 2nd, and right on Nelson to get back on its normal route.

Regional Routes

12

20 Chico - Oroville

Saturday & Sunday

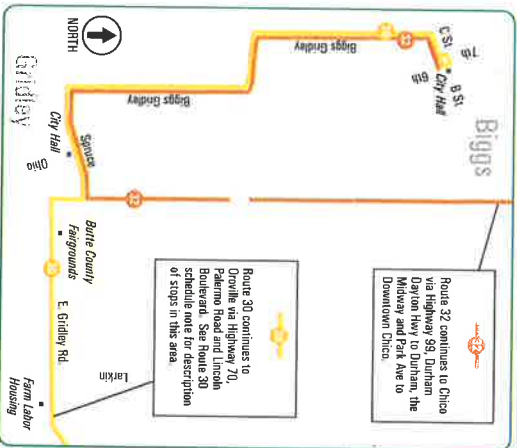
Southbound (OUT): From Chico Transit Center to Oroville

CHICO		OROVILLE		Transit Center	
Transit Center	Forest Xter	Forest Xter	Public	Mitchell & Feather River	Continues
Znd & Salem	Park 'n Ride (Walker)	Works	Spencer	& Oro Dam	on to:
7:50	7:56	8:03	8:28	8:38	Route 20N
9:50	9:56	10:03	10:28	10:38	Route 20N
11:50	11:56	12:03	12:28	12:38	Route 20N
2:10	2:16	2:23	2:48	2:58	Route 20N
4:10	4:16	4:23	4:48	4:58	Route 20N

Northbound (IN): From Oroville to Chico Transit Center

OROVILLE		CHICO		Transit Center	
Transit Center	Public	Forest Xter	Forest Xter	Transit Center	Continues
Feather River	Mitchell & Spencer	Works	(Bank)	Park 'n Ride Znd & Salem	on to:
8:43	8:52	9:02	9:28	9:33	Route 20S
10:43	10:52	11:02	11:28	11:33	Route 20S
12:43	12:52	1:02	1:28	1:33	Route 20S
3:03	3:12	3:22	3:48	3:53	Route 20S
5:03	5:12	5:22	5:48	5:53	Route 20S

Detailed Gridley-Biggs Area Map



30 Oroville - Biggs

Monday - Friday

Southbound (OUT): From Oroville Transit Center to Gridley and Biggs

OROVILLE		PALERMO		GRIDLEY		BIGGS	
Mitchell & Spencer	Lincoln & Palermo	Heritage	Dates Mall	Heritage	B Street	8th & B Street	Continues
7:45	8:06	8:23	8:37	8:42	8:54	9:10	on to:
11:45	12:06	12:23	12:37	12:42	12:54	1:10	Route 30S
3:00	3:21	3:38	3:52	4:00	4:12	4:28	Route 30S

Northbound (IN): From Biggs and Gridley to Oroville Transit Center

BIGGS		GRIDLEY		PALERMO		OROVILLE	
8th & B Street	Heritage	Lincoln & Palermo	Mitchell & Spencer	Lincoln & Palermo	Palermo	Palermo	Continues
8:42	8:54	9:10	9:32	9:42	9:54	10:15	on to:
12:42	12:54	1:10	1:32	1:42	1:54	2:15	Route 30S
4:00	4:12	4:28	4:50	5:00	5:12	5:30	Route 30S

NOTE: In addition to the listed stops for Route 30 (I), will also serve flag stops on Lincoln Road between Gridley and Palermo, upon request, Route 30 will stop at Feather River Industries on Kaiser Road.

30 Oroville - Biggs

Saturday

Southbound (OUT): From Oroville Transit Center to Gridley and Biggs

OROVILLE		PALERMO		GRIDLEY		BIGGS	
Mitchell & Spencer	Lincoln & Palermo	Heritage	Dates Mall	Heritage	B Street	8th & B Street	Continues
8:47	9:11	9:28	9:42	9:47	9:59	10:15	on to:
11:47	12:11	12:28	12:42	12:47	12:59	1:40	Route 30S
3:07	3:31	3:48	4:02	4:07	4:19	4:35	Route 30S

Northbound (IN): From Biggs and Gridley to Oroville Transit Center

BIGGS		GRIDLEY		PALERMO		OROVILLE	
8th & B Street	Heritage	Lincoln & Palermo	Mitchell & Spencer	Lincoln & Palermo	Palermo	Palermo	Continues
9:47	9:59	10:15	10:39	10:47	10:59	11:15	on to:
12:47	12:59	1:15	1:40	1:47	1:59	2:20	Route 30S
4:07	4:19	4:35	5:00	5:07	5:19	5:35	Route 30S

NOTE: Saturday Route 30 travel through South Oroville is different than the weekend service. Please refer to the Oroville Map on page 15 for exact routing.

Check out our web site for all the latest information, including a COMPLETE LIST OF BUS STOPS by route. www.blinetransit.com

31 Paradise - Oroville

Monday - Friday

Southbound (OUT): From Paradise Transit Center to Oroville

PARADISE		OROVILLE		Transit Center	
Clark & Wagstaff	Clark & Pearson	Public	Wagstaff	Mitchell & Spencer	Continues
6:45 a.m.	6:53	6:58	7:23	7:33	on to:
5:05 p.m.	5:18	5:41	5:47	5:56	Route 31S

Northbound (IN): From Oroville Transit Center to Paradise

OROVILLE		PARADISE	
Mitchell & Spencer	Clark & Pearson	Clark & Wagstaff	Almond
5:05 p.m.	5:18	5:41	5:47
5:56	6:08	6:31	6:37

NOTE: The times at Skyway/Wagstaff allow for transfers from Route 41 in the a.m. and to Route 41 in the p.m.

32 Gridley - Chico

Monday - Friday

Northbound (IN): From Biggs/Gridley to Chico

BIGGS		GRIDLEY		DURHAM		CHICO	
Biggs	Spence	Midway	Transit Center	2nd & Normal	City Hall	City Hall	City Hall
6:40 a.m.	6:51	7:21	7:40	7:40	7:40	7:40	7:40

Southbound (OUT): From Chico to Gridley/Biggs

CHICO		DURHAM		GRIDLEY		BIGGS	
Transit Center	Midway	Spence	Biggs	2nd & Normal	Durley Hwy	& SR 99	City Hall
5:20 p.m.	5:36	6:08	6:20	6:20	6:20	6:20	6:20



13

24 Thermalito

Monday - Friday

Transit Center Mitchell & Spencer	14th & Grand	Public Works	Transit Center Mitchell & Spencer	Continues on to:
6:34	6:48	7:01	7:10	Route 27
7:34	7:48	8:01	8:10	Route 27
8:34	8:48	9:01	9:10	Route 27
9:34	9:48	10:01	10:10	Route 27
11:34	11:48	12:01	12:10	Route 27
12:34	12:48	1:01	1:10	Route 27
1:34	1:48	2:01	2:10	Route 27
2:34	2:48	3:01	3:10	Route 27
3:54	4:08	4:21	4:30	Route 27
4:54	5:08	5:21	5:30	Route 27
5:54	6:08	6:21	6:30	Route 27
6:54	7:08	7:21	7:30	

NOTE: Route 24 is timed to connect with the Northbound Route 20 at Barre County Public Works for transferring to Chico.



26 Olive Highway

Monday - Friday

Transit Center Mitchell & Spencer	O St & Gold Country Myers	Kelly Ridge & Royal Lake (A)	Orange & Hospital (Acacia (B))	Transit Center Mitchell & Spencer	Continues on to:
6:33	6:37	6:45	6:54	7:05	Route 25
7:33	7:37	7:45	7:50	7:56	Route 25
8:33	8:37	8:45	8:54	9:05	Route 25
9:33	9:37	9:45	9:50	9:56	Route 25
10:33	10:37	10:45	10:54	11:05	Route 25
11:33	11:37	11:45	11:50	11:56	Route 25
1:53	1:57	2:05	2:10	2:16	Route 25
2:53	2:57	3:05	3:14	3:25	Route 25
3:53	3:57	4:05	4:10	4:16	Route 25
4:53	4:57	5:05	5:14	5:27	Route 25
5:53	5:57	6:05	6:10	6:16	Route 25

NOTE: Route 26 is timed to connect with the Northbound Route 20 at Barre County Public Works for transferring to Chico.

27 South Oroville

Monday - Friday

Transit Center Mitchell & Spencer	Las Plumas HS	Myers & O St	Transit Center Mitchell & Spencer	Continues on to:
7:10	7:21	7:25	7:30	Route 24
8:10	8:21	8:25	8:30	Route 24
9:10	9:21	9:25	9:30	Route 24
11:10	11:21	11:25	11:30	Route 24
12:10	12:21	12:25	12:30	Route 24
1:10	1:21	1:25	1:30	Route 24
2:10	2:21	2:25	2:30	Route 24
3:10	3:21	3:25	3:30	Route 24
4:30	4:41	4:45	4:50	Route 24
5:30	5:41	5:45	5:50	Route 24
6:30	6:41	6:45	6:50	Route 24

NOTE: Route 27 is timed to connect with the Northbound Route 20 at Barre County Public Works for transferring to Chico.

25 Oro Dam

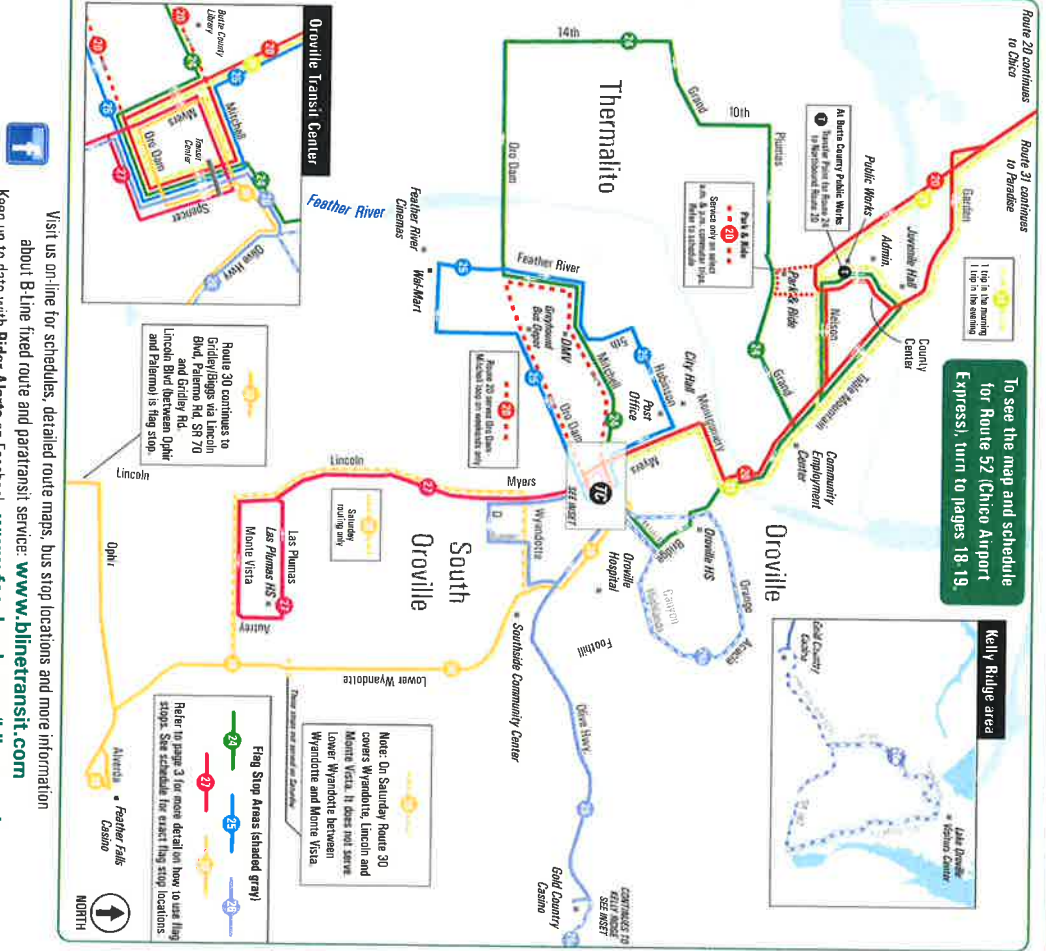
Monday - Friday

Transit Center Mitchell & Spencer	Oroville Wehmar	Transit Center Mitchell & Spencer	Continues on to:
6:12	6:19	6:30	Route 28
7:12	7:19	7:30	Route 28
8:12	8:19	8:30	Route 28
9:12	9:19	9:30	Route 28
10:12	10:19	10:30	Route 28
11:12	11:19	11:30	Route 28
12:12	12:19	12:30	Route 28
2:32	2:39	2:50	Route 28
3:32	3:39	3:50	Route 28
4:32	4:39	4:50	Route 28
5:32	5:39	5:50	Route 28
6:32	6:39	6:50	Route 28

NOTE: Flag stop areas on Route 24 include Thermalito east of SR 70 and Grand Avenue between SR 70 and Table Mountain Blvd. Flag stop areas on Route 25 include Robinson between 5th & Lincoln. Flag stop areas on Routes 26 & 27 in South Oroville include Myers, O St, Roseben, Wyandotte, Monte Vista and Las Plumas. Flag stop area on Route 28 includes the entire Kelly Ridge loop north of SR 182. Refer to Oroville map for more details.



Oroville Area Route Map



40 Paradise - Chico

Monday - Friday

Eastbound: From Chico to Paradise (Clockwise)

CHICO	PARADISE	down Dark Skyway & Almond	Continues on to:
Transit Center	Forest Xtr	7:31	Route 40W
2nd & Salem	Almond & Birch	7:34	Route 40W
	Wagstaff	7:31	Route 40W
		7:43	Route 40W
		9:31	Route 40W
		11:31	Route 40W
		1:31	Route 40W
		3:31	Route 40W
		5:03	Route 40W
		6:11	Route 40W
		6:23	Route 40W
		7:43	Route 40W

Westbound: From Paradise to Chico (Counterclockwise)

PARADISE	CHICO	up Dark Skyway & Almond	Continues on to:
Almond & Birch	Forest Xtr	6:43	Route 41E
	Transit Center	6:43	Route 40E
	2nd & Salem	6:40	Route 40E
		8:40	Route 40E
		10:27	Route 40E
		12:27	Route 40E
		2:40	Route 40E
		4:47	Route 40E
		5:00	Route 40E
		6:07	Route 40E
		7:20	Route 40E
		7:04	Route 40E

Note: Route 40 Express, commute service

Because of the popularity of the 7 a.m. Route 41 into Chico, Blina has added a special Route 40X. It leaves the Paradise Transit Center at 6:44 a.m. and follows the Westbound route through Paradise. Once in Chico, it heads straight to the Chico Transit Center (bypassing Forest and making only one stop at the Chico Park 'n Ride), arriving downtown around 7:35 a.m. It does not operate during the Chico State summer or winter breaks.



Paradise Local and Regional Routes

16

40 Paradise - Chico

Saturday

Eastbound: From Chico to Paradise (Clockwise)

CHICO	PARADISE	up Skyway	Continues on to:
Transit Center	Forest Xtr	8:31	Route 40W
2nd & Salem	Almond & Birch	8:31	Route 40W
	Wagstaff	8:31	Route 40W
		8:43	Route 40W
		10:31	Route 40W
		12:31	Route 40W
		2:51	Route 40W
		3:03	Route 40W
		4:51	Route 40W
		5:03	Route 40W
		6:51	Route 40W
		7:03	Route 40W

Westbound: From Paradise to Chico (Counterclockwise)

PARADISE	CHICO	up Dark Skyway & Almond	Continues on to:
Almond & Birch	Forest Xtr	9:40	Route 40E
	Transit Center	9:40	Route 40E
	2nd & Salem	9:40	Route 40E
		11:40	Route 40E
		1:47	Route 40E
		2:00	Route 40E
		4:00	Route 40E
		5:47	Route 40E
		6:00	Route 40E

6:24 On Saturday the Route 40 bus at 12:31 at Skyway & Wagstaff will travel down Clark, reaching the Paradise Transit Center at 1:25, then continuing down the hill to Chico.

40 Paradise - Chico

Sunday

Eastbound: From Chico to Paradise (Clockwise)

CHICO	PARADISE	up Skyway	Continues on to:
Transit Center	Forest Xtr	10:31	Route 40W
2nd & Salem	Almond & Birch	10:31	Route 40W
	Wagstaff	10:31	Route 40W
		10:43	Route 40W
		12:43	Route 40W
		2:51	Route 40W
		3:03	Route 40W
		4:51	Route 40W
		5:03	Route 40W

Westbound: From Paradise to Chico (Counterclockwise)

PARADISE	CHICO	up Dark Skyway & Almond	Continues on to:
Almond & Birch	Forest Xtr	11:40	Route 40E
	Transit Center	11:40	Route 40E
	2nd & Salem	11:40	Route 40E
		1:40	Route 40E
		1:27	Route 40E
		3:47	Route 40E
		4:00	Route 40E
		5:47	Route 40E
		6:00	Route 40E

41 Magalia - Chico

Monday - Friday

Eastbound: From Chico Transit Center to Magalia

CHICO	PARADISE	MAGALIA	Continues on to:
Transit Center	Forest Xtr	Lakeridge Skyway	Route 41W
2nd & Salem	Almond & Birch	Holiday Mt & Colter	Route 41W
			Route 41W
			Route 41W
			Route 41W
			Route 41W
			Route 41W
			Route 41W
			Route 41W
			Route 41W

Westbound: From Magalia to Chico Transit Center

MAGALIA	PARADISE	CHICO	Continues on to:
Skyway	Lakeridge Skyway	Forest Xtr	Route 41E
& Colter	Holiday Mt & Birch	Bank	Route 41E
		2nd & Salem	Route 41E
			Route 41E
			Route 41E
			Route 41E
			Route 41E
			Route 41E
			Route 41E
			Route 41E

6:12 transfer to route 40 to continue down Skyway)

6:35 transfer to route 40 to continue down Skyway)

41 Magalia

Saturday

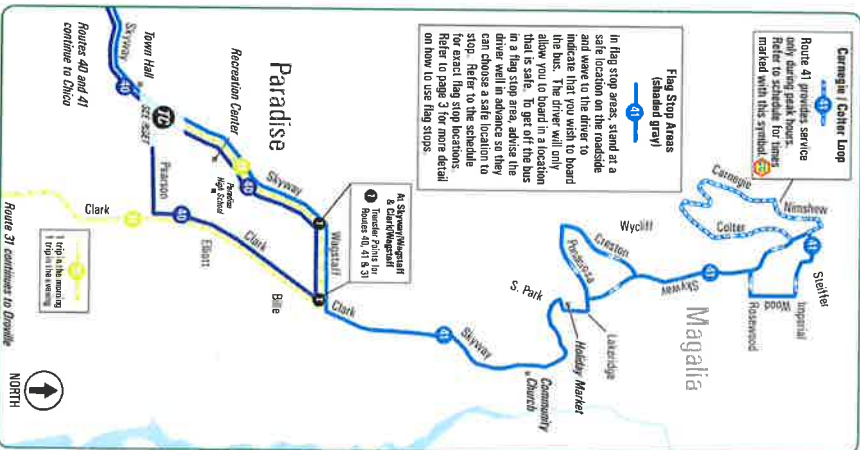
NOTE: The bus does not serve Forest Xtr 20th St on these select trips. Instead it travels via Fair Street, serving the West Training Center, at 7:26 a.m. and 3:57 p.m. Please refer to Check Map for exact routing.

Skyway & Wagstaff	Skyway & Colter	Skyway & Birch	Skyway & Birch	Skyway & Birch
9:45	10:10	10:31	1:15	5:03
12:32	12:55	1:15	5:03	5:18

Paradise Transit Center

NOTE: The Paradise Transit Center is located on Almond Street, between Birch and Cedar. All route serving Paradise use this location. This includes routes 31, 40 & 41. Please refer to map inserts on the right for exact route configuration.

Detailed Paradise Area Map



17

52 Chico Airport Express

Monday
Friday

Northbound (NH): From Oroville Transit Center to Chico

Oroville	CHICO	Chico
Grand Ave	Ft. Street	Chico
Transit Center	Park 'n Ride	Park 'n Ride Transit Center
5:35	5:45	6:20

Route 52N

Northbound (OU): From Downtown Chico to Airport

Chico	Mangrove	North Valley Plaza	5th Sun	5th Sun
6:30	6:38	6:43	6:52	7:00
7:30	7:38	7:43	7:52	8:00
8:30	8:38	8:43	8:52	9:00
11:50	11:58	12:03	12:12	12:20
3:50	3:58	4:08	4:16	4:16
4:50	4:58	5:08	5:16	5:16

Route 52S

Southbound (NH): From Airport to Downtown Chico

Airport	North Valley Plaza	Mangrove	Chico
7:00	7:08	7:20	7:20
8:00	8:08	8:20	8:20
12:20	12:27	12:32	12:40
3:16	3:23	3:28	3:40
4:16	4:23	4:28	4:40
5:16	5:23	5:28	5:40

Route 52N

Southbound (OU): From Chico Transit Center to Oroville

Chico	Ft. Street	Grand Ave	Oroville
5:50	5:57	6:22	6:30



Route 52 - Chico Airport Express Bus Stops

Oroville to Chico

ID#	Northbound	Cross Street	Landmark
B52	Mitchell Ave	Spencer Ave	(Oroville Transit Center)
B46	Oro Dan Blvd	Myers St	(Slukey)
B47	Oro Dan Blvd	E. 5th St	(Las Puras Plaza)
B506	Oro Dan Blvd	E. 5th St	(Holiday Inn Express)
B449	3rd St	Grand Ave	(Park 'n Ride/ChP)
B190	Ft. St	SR 32	(Park 'n Ride lot)
B395	Main St	Olive St	(69 cent Store)
B168	Main St	8th St	(Antique Store)
B398	Normal St	2nd St	(Chico Transit Center)

Chico Airport Loop

ID#	Northbound	Cross Street	Landmark
B399	Normal St	2nd St	(Chico Transit Center)
B233	Mangrove Ave	Valhombrosa	(Safety)
B234	Mangrove Ave	5th Ave	(5th & Mangrove Plaza)
B235	Mangrove Ave	5th Ave	(Premierwest Bank)
B85	Pillsbury Rd	midblock	(CVS)
B87	Cohasset Rd	East Ave	(Courtesy Motors)
B825	Cohasset Rd	Lassen Ave	
B827	Ryan	Lassen Ave	(5th Sun)
B828	Marauder	Lockheed	(Lares)
B829	Marauder	Corvair	(Millstone)
B830	Fortress	Marauder	(Stet)
B831	Fortress	Boeing	(Tri-Counties Bank)
B832	Fortress	Corvair	(across from terminal)
B833	Fortress	Lockheed	
B834	Ryan	Marauder	
B835	Ryan	Cohasset	(5th Sun)

Southbound

Airport	Southbound	Cohasset Rd	(5th Sun)
B635	Ryan	Lassen Ave	(Self Storage)
B636	Cohasset Rd	East Ave	(New Earth Market)
B364	Cohasset Rd	Cohasset Rd	(Kmart)
B94	Pillsbury Rd	9th Ave	(All Around Sound)
B87	Mangrove Ave	E. 5th Ave	(Dragon Graphics)
B242	Mangrove Ave	Valhombrosa	(Chico Cemetery)
B398	Normal St	2nd St	(Chico Transit Center)

Chico to Oroville

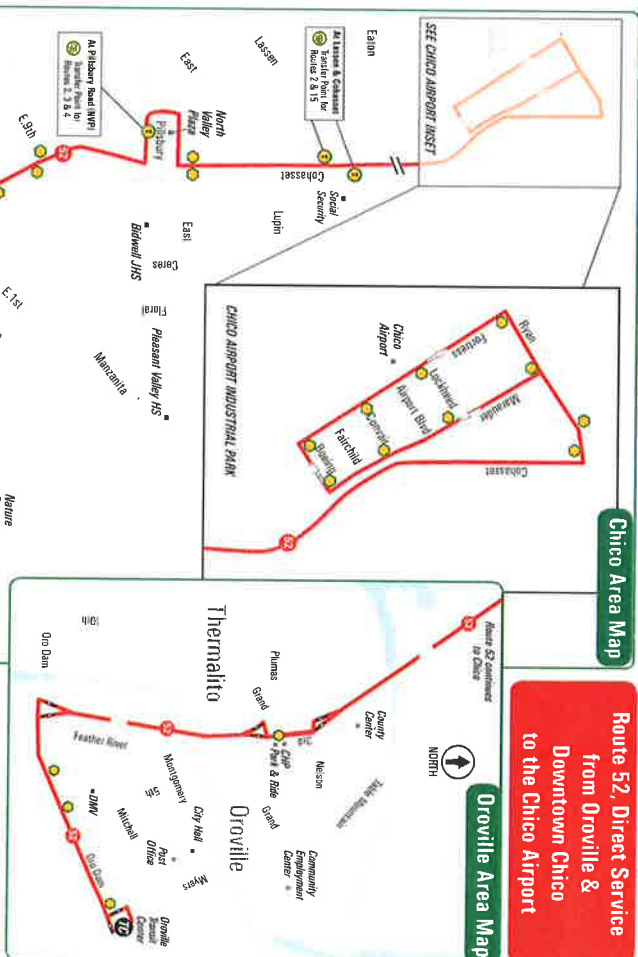
ID#	Southbound	Cross Street	Landmark
B398	Normal St	2nd St	(Chico Transit Center)
B394	Bronckway	7th St	(Brule Funeral Home)
B322	5th St	Pine St	
B190	Ft. St	SR 32	(Park 'n Ride lot)
B449	3rd St	Grand Ave	(Park 'n Ride)
B52	Mitchell Ave	Spencer Ave	(Oroville Transit Center)

Locations in Bold indicate Tripoints listed in the schedule

Map My BUS

See the real-time location of your bus AND find its actual arrival time at your stop. Be sure to download the DoubleMap app today, and select "Butte Regional Transit" as your system. Or text the stop ID to 5309245533. Enjoy!

Chico Area Map



Route 52, Direct Service from Oroville & Downtown Chico to the Chico Airport

Oroville Area Map



Route 52, the Chico Airport Industrial Park Express service has a limited number of bus stop locations, but they are strategically placed to maximize efficiency and connectivity. The bus will serve all stops shown on these route maps. The stops are indicated by this symbol, ●

All routes begin or end at either the Transit Centers (TC) or the Chico Airport stop at Ryan and Cohasset. Since this is an Airport Express Service, there are a concentration of ten stops in the Airport Industrial Park. Trips without a time listed at the North Valley Plaza location continue straight on Cohasset, and do not serve the Pillsbury stop on that trip.

What are the Days & Hours of Operation?

- 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

Service is not provided on New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving and Christmas.

Pass/Ticket Sale Locations

- You can purchase B-Line Paratransit tickets and passes, along with passes for the fixed route buses, at:
- Chico Transit Center, 2nd & Salem Streets, Chico
 - B-Line Admin Office, 326 Huss Dr. Ste 150, Chico
 - Paradise Town Hall, 5555 Skyway, Paradise
 - Oroville City Hall, 1735 Montgomery Street, Oroville
 - Butte County Public Works, 7 County Center Drive, Oroville

For bulk ticket sales, please contact the B-Line administrative office at (530) 809-4616.

Important Phone Numbers

B-Line Paratransit Eligibility: (530) 809-4616
 For scheduling rides or lost & found questions call **B-Line Paratransit Dispatch: (530) 342-0221** or toll free 1-800-822-8145

Reservations can be made between 7 a.m. - 5 p.m. Lost & found items will be kept 30 days. Items can be claimed between the hours of 9-5 at the bus yard, 326 Huss Dr. Chico.



326 Huss Drive, Chico, CA 95928



Rider's Guide



Serving the Areas of:

Chico · Oroville · Paradise

For Reservations call
B-Line Paratransit Dispatch:
(530) 342-0221 ext 1

Effective
 January 2018

www.blinetransit.com

What is B-Line Paratransit?

B-Line Paratransit is part of Butte Regional Transit, providing door-to-door ambulatory and non-ambulatory transportation services. It is a shared-ride service that complements B-Line fixed route bus services.

B-Line Paratransit offers two types of paratransit services.

1. **ADA Paratransit Service** – Individuals who cannot utilize the fixed route system must receive Americans with Disabilities Act (ADA) certification to utilize this service. This certification ensures trips are given priority status.
2. **Dial-a-Ride Service** - Available for seniors (age 70 +).

How do I Register for B-Line Paratransit?

Individuals interested in utilizing ADA Paratransit Service (all ages) or Dial-a-Ride Service must be registered and certified eligible by B-Line before using the service.

The ADA Paratransit application requires healthcare verification. Please choose a healthcare professional that can best document your abilities (medical doctor, physical therapist, occupational therapist, social worker, nurse, etc.) To register for these services, call the B-Line offices at (530) 809-4616 or log on to www.blinetransit.com. At your request, an application and information packet will be mailed explaining registration and eligibility certification procedures.

Upon receiving a completed eligibility application B-Line staff will evaluate the application and obtain further information from your health care or social services provider to determine your eligibility status.

- Eligibility Status:
1. Unrestricted
 2. Conditional
 3. Temporary
 4. Dial-a-Ride

Note: A rider is only certified to use B-Line ADA Paratransit or Dial-a-Ride for a certain period of time (typically three years, unless it is a temporary approval). Please note the expiration date you are given. You will be notified by mail 90 days prior to your eligibility expiration date.

If you do not meet the ADA eligibility criteria you will be informed of this decision in writing. The letter will explain the reason(s) for denial as related to the eligibility criteria. You have the right to appeal the denial of eligibility, the level of eligibility granted or, for those with conditional eligibility, a specific condition. You must initiate an appeal by contacting B-Line Administration in writing within 30 days of the date of the denial letter. A letter will then be sent explaining your appeal options including appearing in person with additional information or sending in additional written materials.

An Appeals Committee will review the original decision made and make a final decision as to your eligibility. You have a right to be present at an appeals hearing in front of the Appeals Committee. The decision of the Appeals Committee shall be communicated in writing within 30 business days after the appeal record is complete. If a final decision is not made in writing within this period, Paratransit service will be available until such time as the final decision is made.

If you are a visitor, and eligible for ADA Paratransit service in another area, you can use the B-Line Paratransit for up to 21 days. If you expect you will need more than 21 days of service you are encouraged to submit an application.



What is the Fare for Riding?

Paratransit Fares	One Way
ADA Eligible	\$3.00
Dial-a-Ride	\$3.00
Companions	\$3.00
Same Day Requests, <i>if available</i>	\$4.50
Children under age 6	Free
Personal Care Attendant	Free
Supplemental Zone 1	\$7.50
Supplemental Zone 2	\$9.50
Supplemental Zone 3	\$11.50

To receive service, you and each of your companions must pay a fare upon boarding. Dependent minor children may ride as paying passengers when accompanied and supervised by an eligible adult. Children, age 6 and over, will pay the same fare paid by the accompanying eligible adult. Riders can pay with cash (Note: drivers cannot make change) or pre-purchased B-Line Paratransit passes. All eligible riders, regardless of age, must pay full fare. **All fares must be paid upon boarding the vehicle.**

For your convenience two-ride passes, along with \$25 & \$50 value cards, are available for purchase at the B-Line Administrative Office, as well as the City of Oroville, the Town of Paradise, the Butte County Public Works department, and the Downtown Chico Transit Center.

How do I Make a Reservation?

Once you have been certified as eligible to use B-Line Paratransit services, you may schedule a trip for any purpose.

When calling to schedule a trip, be prepared to give the dispatcher the following information:

- Rider's first and last name.
- Whether an attendant, child, or companion will be riding with you.
- Rider's exact address, including an apartment number, zip code, building, or business name, if appropriate.
- Exact pick-up location if different than rider's address.

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- The exact address of your destination, including suite number, zip code, building, or business name, and phone number, if appropriate.
- Requested pick-up time and appointment time, if applicable.
- Be sure to advise the dispatcher if you will be traveling with a wheelchair or other mobility device (such as a walker, crutches, or cane).
- How you will be paying the fare, i.e., cash or pass.

There are no daily limits on the number of reservations that can be requested. However, only four, one-way trip reservations can be made per telephone call. This gives others an opportunity to schedule trips. Callers may request transportation for more than one client during each call as long as they do not exceed the maximum of four one-way trips.

Reservations can be made between the hours of 7:00 a.m. and 5:00 p.m., seven days a week (except noted holidays) by calling B-Line Paratransit Dispatch. Rides can be reserved up to seven days in advance.

Trips are scheduled based on your request to be picked up at a particular time. A scheduled **30-minute ready-time window** will be communicated to you at the time the reservation is made. All service is shared ride. Scheduling of trips allows time for others to board and ride. Remember to allow enough travel time to your destination since the vehicle may have additional customer pick-ups or drop-offs along the way.

Dispatchers are required to ask for complete information and will repeat the information along with the fare to the caller to ensure that everything is correct.

The Dispatcher will make every attempt to accommodate your requested trip schedule. However, the pick-up time being requested may not be available, and the Dispatcher may need to offer alternative times. B-Line Paratransit may offer travel times one hour before or one hour after the requested travel time as established under the Americans with Disabilities Act (ADA) of 1990 service criteria.

What are Pick-up & Drop-off Procedures?

To ensure that your trip goes smoothly, we have developed the following pick-up and drop-off procedures for your convenience.

Where to Wait: B-Line Paratransit provides door-to-door service. The driver will come to your door, house, building, or other designated pick-up location.

For passenger drop-offs, the driver will drop the rider off in front of or as close to the designated drop-off location as safely possible.

Drivers must, for safety reasons, stay within the "line of sight" of their vehicle. You cannot be escorted past the building floor lobby or threshold of any residence or public ground beyond the driver's line of sight. If you need assistance beyond the door of your origin or destination, please make sure that a companion or personal care attendant is available to assist you.

- **Apartments/Office Complexes** – When scheduling a trip, please provide the dispatcher with the specific building name and number within the complex where you would like to be picked up. The driver will then pick you up at that specific building if it is accessible.

- **Nursing Homes/Adult Daycare, etc.** – Riders picked up at nursing homes should meet the driver in front of the main lobby unless otherwise specified. Drivers are not permitted to go to rooms to pick up riders. If an individual other than the rider is responsible for the fare, please notify the dispatcher so the fare can be collected from staff personnel or a PCA at the time of boarding. Drivers cannot assist riders into or out of nursing homes so, if necessary, please have staff ready to assist the individual. Riders will be dropped off in front of the main lobby of the nursing home and staff will be notified.

- **Gated Communities** - If your pick-up location is located within a gated community and requires special entry, notify the security office to arrange entry for the vehicle before pick-up time. If you do not arrange for entry, and the vehicle is unable to enter the pick-up area, you will be considered a "no-show".

How does the Ready-Time Window Work?

The vehicle may arrive any time within your scheduled 30 minute ready-time window. You need to be ready at the beginning of your ready-time window. You must board within five minutes of the arrival of the vehicle. However, you do not have to board before the beginning of your ready-time window, should the vehicle arrive early.

Example:
Passenger requested pick-up time: 9:00 a.m.
Ready-time window assigned by dispatcher: 8:45-9:15 a.m.

If the vehicle arrives before 8:45 a.m., you may board upon arrival, but must board by 8:50 a.m. (five minutes after beginning of ready-time window), beginning with assistance from the door if needed.

A delay in boarding of more than five minutes after the arrival of the vehicle within its established ready-time window may result in being considered a "No Show" (see How Long will a Driver Wait?). You will not be assigned a "No Show" if the vehicle arrives after the ready-time window, and you refuse the ride due to vehicle tardiness.

A driver will wait five minutes for a rider after arriving at the pick-up location

How Long with a Driver Wait?

A driver will wait five minutes for a rider after arriving at the pick-up location. If you do not appear during the five-minute wait time, the driver will mark you as a no-show and then depart. Remember, there is a 30-minute ready-time window. Drivers may arrive any time within the scheduled window. The driver will be considered on time if he/she arrives within this time period. Once the vehicle arrives, you will have five minutes to board.

What if the Vehicle is Late?

If the vehicle has not arrived by the end of the 30-minute ready-time window, you are advised to call B-Line Paratransit Dispatch in order to inquire about the status of the trip.

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What is the No-Show/Cancellation Policy?

When you schedule a trip and fail to use the service without proper cancellation, this can cause serious transportation and scheduling problems for other riders. B-Line Paratransit depends on efficient scheduling to accommodate as many customers as possible. Therefore, it is important that once you have scheduled a trip, the trip be used or canceled within a reasonable amount of time. Since B-Line Paratransit is a shared-ride system, it is important that scheduled trips not go unused. This ensures that all riders enjoy a convenient and timely ride. Failing to appear for a scheduled trip, or canceling a trip without proper notice, is considered a "no-show".

You must cancel unwanted trips, whether demand or subscription service, by 5:00 p.m. the day before the scheduled trip. Trips canceled by 5:00 p.m. the day before the scheduled trip will be counted as Advance Cancellations. A documented pattern of Late Cancellations, Same Day Cancellations or No Shows for reasons within your control will result in service denial as prescribed below.

No-Shows are defined as the following:

- When you cancel a trip less than two (2) hours before the scheduled pick-up time (late cancellation)
 - When you cancel a trip at the time the driver arrives at the pick-up site
 - When you do not show for a scheduled ride within 5 minutes after the driver has arrived at the pick-up location
- The following policies will be enforced for riders who are repeat no-show customers:
- Up to two no-shows within a one-month period may result in a verbal warning.
 - Excessive no-shows within a one-month period will result in suspension of service for a minimum of 10 days.



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Same Day Cancellations:

A Same Day Cancellation occurs when you cancel a scheduled trip between 5 p.m. the day prior to the trip and up to two hours before the scheduled pick-up time. For every three Same Day Cancellations, you will be charged one No Show. A service suspension of 10 days shall be imposed if you accumulate excessive No Shows in a 30-day period.

Butte Regional Transit has an appeals process that allows riders the opportunity to appeal a no-show/cancellation decision. Appeals must be made in writing within 30 days. Suspensions will not be proposed or implemented for circumstances which are beyond your control. Examples of situations not within your control are:

- A sudden personal emergency
- Sudden or worsening illness
- A late vehicle arrival
- Breakdowns of mobility aids
- A driver who does not provide appropriate assistance
- Medical conditions which may cause involuntary behavior (e.g. Tourette's Syndrome)

How Long is the Travel Time?

Travel time on B-Line Paratransit is comparable to the amount of time it would take to make the same trip using fixed-route bus service with connections. The average trip length is about 45 minutes, and a trip may exceed or fall below that average depending upon the circumstances.



What is Subscription Service?

Subscription service is when the vehicle automatically picks you up at the same time on the same days of the week without having to call in. However, Federal ADA requirements mandate that no more than 50% of trips made in any one hour are subscription trips. Therefore, we cannot guarantee requests for subscription service will be accommodated.

What if I Have a Wheelchair?

Each time you schedule a trip, the dispatcher must be informed of the type of mobility device you will be using for your trip. It is important to know the specific mobility device you will be using so the driver is able to prepare for the trip.

B-Line Paratransit will accommodate standard wheelchairs, scooters and other mobility devices that meet the ADA definitions. Mobility devices larger than those specifications and unable to be secured properly may be denied service. Wheelchairs must be secured at all times during boarding, disembarking and transport operations. For safety reasons, you are strongly encouraged to have working brakes on your mobility device. If you use a scooter-type wheelchair and are capable of transferring to a vehicle seat, you are strongly urged to do so during transport. It is your choice to transfer or remain in your mobility device. If you need the lift to board but are not a wheelchair user you may use the lift in a standing position.

All riders are required to use the shoulder belts and lap belts provided in the vehicle.

B-Line grants all citizens equal access to its transportation services and is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color or national origin. B-Line will not discriminate against qualified individuals on the basis of disability in its services, programs, or activities.

Title VI, Civil Rights Act (1964); Title II, Americans with Disabilities Act (1990)

What if I Travel with a PCA?

A personal care attendant (PCA) is defined as someone required to help the rider meet his/her personal needs during the trip. The origin and destination of the PCA must be the same as yours. A PCA may accompany a registered B-Line Paratransit rider at no additional charge. You must indicate at the time of application whether you need to travel with a PCA. When making a reservation, you must indicate if the PCA will be accompanying you on that trip.

May I Travel with Companions?

One fare paying companion in addition to a PCA may accompany you to and from the same origin and destination. You must reserve space for the companion, whether adult or child, when scheduling your trip. Seating for more than one companion is on a "space available" basis when scheduling trips. Children age 5 and under travel free and must be accompanied by an eligible adult.

If you are traveling with a child who is 6 years of age or younger, or weighs 60 pounds or less, B-Line Paratransit requires that the child be secured in a child safety seat. B-Line Paratransit does not provide child safety seats. Drivers may assist with securement of the safety seat but parents/guardians are responsible for securing the child in the seat.

Can I Transport Animals?

Service animals are permitted on all B-Line Paratransit vehicles and are allowed to accompany passengers. You are strongly encouraged to tell the dispatcher that you will be traveling with a service animal when you schedule your trip.

Animals other than service animals may travel on B-Line Paratransit only in a properly secured cage or container and will be considered a package. If assistance is needed in carrying the animal, the policy on assistance with packages will apply (See What Assistance will the Driver Provide?)

Note: Please be considerate of others who may be fearful of dogs or other animals.

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Rider Rules of Courtesy

Common-sense rules ensure safety and comfort for all passengers and the driver. We ask that riders observe the Rules of Conduct which include, but are not limited to:

- No eating, drinking or smoking on board.
- No unnecessary conversation with the driver.
- No riding under the influence of alcohol or illegal drugs.
- No abusive, threatening or obscene language or actions.
- No deliberate fare evasion.
- No physical abuse of another rider or driver.
- No operating or tampering with any equipment while on board the vehicle. This rule includes operating a hydraulic lift and attempting to remove wheelchair "tie-downs".
- No music or other sound generating equipment is to be played aboard the vehicles, without the use of personal headphones.
- Shirts and shoes are required at all times.

Depending on the severity of the violation, the following penalties will generally be enforced for riders who violate any of the Rules of Conduct:

- One (1) violation will result in a verbal warning
- Two (2) violations will result in a written warning
- Three (3) or more violations will result in suspension of service for a minimum of 30 days.

Note: Riders who engage in physical abuse or cause physical injury to another rider or driver may be subject to immediate and permanent suspension, and criminal prosecution.

There is an appeals process that allows riders the opportunity to appeal warnings or suspensions for violations of the Rules of Conduct. Appeals must be made in writing within 30 days. For more information please contact B-Line Administration, 326H Huss Drive, Chico CA 95928.

Upon request this brochure is available in alternate formats.

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Where can I Travel Using Paratransit?

B-Line Paratransit serves all destinations within $\frac{1}{4}$ of a mile of any Butte Regional Transit (B-Line) fixed route, within Chico, Oroville or Paradise.

B-Line also provides supplemental service to areas up to three miles outside the ADA boundaries at an additional cost. Please see fare tables on page 2 for pricing. In order for service to be provided, there must be a direct, easily accessible route from the core service area. All trips provided outside the core service area are considered non-ADA and will be provided on a space available basis.

- Zone 1 - Up to 1 mile outside core service area
- Zone 2 - 1-2 miles outside core service area
- Zone 3 - 2-3 miles outside core service area

Service area and supplemental zone maps are available on the Paratransit page of the B-Line web site.

Who do I Contact with Comments?

If you have a comment or concern regarding the level of service, or an incident which occurred during your trip, please feel free to contact us by phone or in writing. Phone numbers and addresses are listed on the back of this brochure.

If you wish to express your comments or concerns please include the following information:

1. Date and time of the incident.
2. The vehicle number or the name of the driver involved.
3. The name of any other persons involved (Service Agent, Passenger, etc.) if known.
4. A detailed explanation of what happened or what you believe the problem to be. Include as much detail as possible, allowing us to better investigate your concern.
5. Be Specific.

Each complaint will be reviewed and any corrective action necessary will be taken. You may be contacted for additional information or supporting documentation.

What Assistance will the Driver Provide?

Door-to-door assistance will be provided to assist you only to the extent necessary to get to the vehicle and board, disembark, or stow a limited amount of personal belongings. If you need a passenger lift to board a vehicle, the driver will assist. All drivers are trained to operate the lift.

Drivers may assist you when entering and exiting the vehicle as requested. Drivers may also assist you to and from the main door of your origin or destination, if necessary. This includes:

- Identifying themselves to you as B-Line Paratransit and by their name;
- Offering a steadying arm or other appropriate guidance or assistance when walking;
- Assistance on stairs for ambulatory (non-wheelchair using) passengers;
- Assisting wheelchair users to and from the main door of the building or residence; or,
- Assisting wheelchair users on ramps to and from the main door of their origin or destination if the ramp is accessible (meets ADA rise limits).

The driver may also assist with a reasonable number of packages, defined as the amount the driver can carry in one trip from the vehicle to the door (for example, two grocery sized bags or a collapsible shopping cart with bags in it).

In addition to the above mentioned packages, you may bring any number of packages that you and/or your companion or Personal Care Attendant can handle in one trip and can be reasonably and safely accommodated in the vehicle, space permitting.



What are the Drivers' Rules of Conduct?

All B-Line drivers are required to wear a uniform consisting of a light blue shirt and blue slacks or shorts, and an identification badge with the driver's name appearing on the front. Drivers must be at least 21 years of age. All drivers have completed a defensive driving course and sensitivity training to better assist persons with disabilities. Drivers must also complete a thorough background check through the Department of Motor Vehicles and law enforcement agencies, all of which must result in a satisfactory rating.

Rules for Drivers -- All drivers must obey the same rules as those required of the passengers. In addition, drivers must follow these rules:

- If requested, drivers will assist passengers when entering and exiting the vehicle.
- Drivers may assist passengers to and from the door or to the entry of their destination or point of origin.
- Drivers cannot carry more than the allowed number of packages.
- Drivers cannot accept tips or gratuities.

What Happens if a Vehicle Breaks Down?

Paratransit vehicles occasionally experience mechanical problems. If your vehicle breaks down, the driver will notify the dispatcher of the situation and another vehicle will be sent immediately.

When the vehicle arrives, all passengers will be transferred and transported to their destinations. Please remember that you must remain in the vehicle until the driver instructs you to exit.

What are the Paratransit Vehicles Like?

All vehicles are air-conditioned and have seat belts in all passenger seats, two-way radios, hydraulic lifts and securement systems. Vehicles are routinely inspected before each scheduled shift and receive regular preventive maintenance checks by certified mechanics.

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Attachment A3 - Vehicle Inventory

B-LINE FIXED ROUTE BUSES						
	BUS LENGTH	BUS #	MFG YR	MAKE	FUEL	MILES*
1	40'	081	2008	ORION/ORION VIIMG	CNG	431,643
2	40'	082	2008	ORION/ORION VIIMG	CNG	447,820
3	40'	083	2008	ORION/ORION VIIMG	CNG	426,842
4	40'	084	2008	ORION/ORION VIIMG	CNG	460,928
5	40'	085	2008	ORION/ORION VIIMG	CNG	434,240
6	40'	086	2008	ORION/ORION VIIMG	CNG	424,609
7	40'	087	2008	ORION/ORION VIIMG	CNG	444,282
8	40'	088	2008	ORION/ORION VIIMG	CNG	431,852
9	40'	1101	2011	GILLIG/BRT	DIESEL	436,438
10	40'	1102	2011	GILLIG/BRT	DIESEL	415,790
11	35'	1103	2011	GILLIG/BRT	DIESEL	355,314
12	35'	1104	2011	GILLIG/BRT	DIESEL	367,975
13	35'	1105	2011	GILLIG/BRT	DIESEL	352,293
14	35'	1106	2011	GILLIG/BRT	DIESEL	349,353
15	40'	1401	2014	GILLIG/BRT	DIESEL	232,724
16	40'	1402	2014	GILLIG/BRT	DIESEL	241,570
17	40'	1403	2014	GILLIG/BRT	DIESEL	230,277
18	40'	1404	2014	GILLIG/BRT	DIESEL	212,683
19	40'	1405	2014	GILLIG/BRT	DIESEL	230,972
20	40'	1406	2014	GILLIG/BRT	DIESEL	211,805
21	40'	1701	2017	GILLIG/BRT	DIESEL	16,830
22	40'	1702	2017	GILLIG/BRT	DIESEL	85,907
23	40'	1703	2017	GILLIG/BRT	DIESEL	76,260
24	40'	1704	2017	GILLIG/BRT	DIESEL	71,525
25	40'	1705	2017	GILLIG/BRT	DIESEL	82,066
26	40'	1706	2017	GILLIG/BRT	DIESEL	7,801
27	40'	1707	2017	GILLIG/BRT	DIESEL	7,199
28	40'	1708	2017	GILLIG/BRT	DIESEL	6,392
29	40'	1709	2017	GILLIG/BRT	DIESEL	4,352
30	40'	1710	2017	GILLIG/BRT	DIESEL	6,802
31	40'	1711	2017	GILLIG/BRT	DIESEL	14,935
32	40'	1712	2017	GILLIG/BRT	DIESEL	6,537
33	40'	1713	2017	GILLIG/BRT	DIESEL	7,616

*Miles as of August 2018

Attachment A3 - Vehicle Inventory

B-LINE PARATRANSIT VEHICLES						
	BUS LENGTH	BUS #	MFG YR	MAKE	FUEL	MILES*
1	25'	104	2010	FORD E-450	GASOLINE	160,916
2	25'	105	2010	FORD E-450	GASOLINE	151,308
3	25'	106	2010	FORD E-450	GASOLINE	163,606
4	25'	107	2010	FORD E-450	GASOLINE	175,792
5	25'	108	2010	FORD E-450	GASOLINE	189,667
6	25'	109	2010	FORD E-450	GASOLINE	165,881
7	25'	1301	2013	FORD E-450	GASOLINE	130,547
8	25'	1302	2013	FORD E-450	GASOLINE	120,926
9	25'	1303	2013	FORD E-450	GASOLINE	128,434
10	25'	1304	2013	FORD E-450	GASOLINE	114,926
11	25'	1305	2013	FORD E-450	GASOLINE	121,454
12	25'	1306	2013	FORD E-450	GASOLINE	131,738
13	25'	1307	2013	FORD E-450	GASOLINE	118,244
14	25'	1308	2013	FORD E-450	GASOLINE	118,862
15	25'	1309	2013	FORD E-450	GASOLINE	121,622
16	25'	1310	2013	FORD E-450	GASOLINE	133,698
17	25'	1311	2013	FORD E-450	GASOLINE	126,638
18	25'	1312	2013	FORD E-450	GASOLINE	123,415
19	25'	1313	2013	FORD E-450	GASOLINE	118,370
20	25'	1314	2013	FORD E-450	GASOLINE	121,970
21	25'	1801	2018	FORD E-450	GASOLINE	0
22	25'	1802	2018	FORD E-450	GASOLINE	0
23	25'	1803	2018	FORD E-450	GASOLINE	0
24	25'	1804	2018	FORD E-450	GASOLINE	0
25	25'	1805	2018	FORD E-450	GASOLINE	0
26	25'	1806	2018	FORD E-450	GASOLINE	0

*Miles as of August 2018

**Attachment A-4
BCAG Asset List (non-vehicle)**

Asset Name	Asset ID	Parent Location	Serial	Manufacturer ID
Back Flow Preventer-Domestic Water	2372	Outside Buildings	4015321	ZURN
Back Flow Preventer-Fire System	2373	Outside Buildings	Y10604	ZURN
Back Flow Preventer 1 Domestic Water along Aztec Drive	2428	Outside Buildings	4015320	ZURN
Back Flow Preventer 2 Domestic Water along Aztec Drive	2429	Outside Buildings	4015322	ZURN
Back Flow Preventer 1 Fire Water along Aztec Drive	2430	Outside Buildings	Y10633	ZURN
Back Flow Preventer 2 Fire Water along Aztec Drive	2431	Outside Buildings	Y10529	ZURN
Emergency Generator	2432	Outside Buildings	N/A	GENERAC
Emergency Generator	2433	Outside Buildings	N/A	GENERAC
Automatic Transfer Switch	2434	Outside Buildings	1186946 WE	EMERSON
Variable Air Volume VAV-A06	2302	112 Interior Corridor	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A07	2303	112 Interior Corridor	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A01	2304	106 Vestibule	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A03	2305	106 Vestibule	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A04	2306	106 Vestibule	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A02	2307	103 Operations Manager	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A09	2308	121 Safety	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A12	2309	121 Safety	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A08	2310	106 Vestibule	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A13	2311	124 General Manager	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A11	2312	126 Corridor	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A10	2313	122 Break Room	NOT ASSESSIBLE	PRICE
Ice Maker IM-1	2314	122 Break Room	1.51013E+13	SCOTSMAN
Variable Air Volume VAV-A14	2315	123 Conference Room 1	NOT ASSESSIBLE	PRICE
Self Contained AC Unit SAC-01	2316	128 Storage	2015-1933-A	DATAAIRE
Variable Air Volume VAV-A15	2317	130 Storage	NOT ASSESSIBLE	PRICE
Uninterrupted Power Supply-Rack	2318	129 Main Distribution Frame	GJ363AO290	EATON
Uninterrupted Power Supply-Cabinet	2319	129 Main Distribution Frame	GJ261A0528	EATON
Variable Air Volume VAV-A16	2320	134 Copy/Fax	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A19	2321	149 Administrative Assistant II	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A20	2322	153 Senior Planner - GIS	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A17	2323	141 Corridor	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A18	2324	142 Shower	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A21	2325	138 Bline Transit Planner 2	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A22	2326	140 Conference Room 2	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A23	2327	146 Corridor	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A25	2328	157 Executive Director	NOT ASSESSIBLE	PRICE
Variable Air Volume VAV-A24	2329	156 Deputy Director	NOT ASSESSIBLE	PRICE
Domestic Water Heater WH-1	2330	127 Mechanical Room	1530M002175	AOSMITH
Variable Frequency Drive VFD 1A	2332	127 Mechanical Room	NOT ASSESSIBLE	SCHNEIDER
Variable Frequency Drive VFD 1B	2333	127 Mechanical Room	NOT ASSESSIBLE	SCHNEIDER
Boiler B-1A	2334	127 Mechanical Room	1.60101E+13	CLEAVERBROOKS
Boiler B-1B	2335	127 Mechanical Room	1.60101E+13	CLEAVERBROOKS
Expansion Tank ET-1	2336	127 Mechanical Room	246182	WESSEL
Back Flow Preventer	2337	127 Mechanical Room	90229	WATTS
Pump P-1A	2338	127 Mechanical Room	PH015213-B	BELGOSSETT
Pump P-1B	2339	127 Mechanical Room	PH015213-A	BELGOSSETT
Air Separator AS-1	2340	157 Executive Director	NOT ASSESSIBLE	SPIROTHERM
Chemical Feed Tank PF-1	2341	127 Mechanical Room	NOT ASSESSIBLE	GRISWALD
Energy Efficient Climate Control Unit ECU-1	2342	127 Mechanical Room	21223107	MUNTERS
Roof Exhaust Fan REF-1F	2438	Roof	14184246	GREENHECK
Roof Exhaust Fan REF-1D	2439	Roof	14184944	GREENHECK
Roof Exhaust Fan REF-1C	2440	Roof	14184943	GREENHECK
Roof Exhaust Fan REF-1B	2441	Roof	C15-000000145540	TWINCITY
Roof Exhaust Fan REF-1A	2442	Roof	C15-000000145539	TWINCITY
Roof Exhaust Fan REF-1E	2443	Roof	14184945	GREENHECK
Emergency Eyewash	2444	127 Mechanical Room	NOT ASSESSIBLE	BRADLEY
Electrical Panel L1A	2445	131 Electric Room 1	N/A	
Electrical Panel L1B	2446	131 Electric Room 1	N/A	
Transformer	2447	131 Electric Room 1	BB00706997	EATON
Electrical Panel L1C	2448	131 Electric Room 1	N/A	
Lighting Control Panel LCP-1	2449	131 Electric Room 1	2040503001	LUTRON
Electrical Panel H1A	2450	131 Electric Room 1	N/A	
Transformer	2451	131 Electric Room 1	BB00706401	EATON
Drinking Fountain DF-1	2472	148 Corridor	N/A	HAWS
Drinking Fountain	2473	116 Interior Corridor	N/A	HAWS
Emergency Eyewash	2347	Bus Fueling Station	NOT ASSESSIBLE	
Roll Up Door	2348	403 Lube/Compressor Room	SGH5011ESR	CORNELL
Window Wash Fluid Skid	2349	403 Lube/Compressor Room	Not Accessible	GRACO

Attachment A-4
BCAG Asset List (non-vehicle)

Diesel VFC	2350	403 Lube/Compressor Room	228025101	FFS
Unleaded Smart Controller	2351	403 Lube/Compressor Room	223976101	FFS
Fuel Station Expansion Tank	2353	403 Lube/Compressor Room	247968	WESSEL
Compressor	2355	403 Lube/Compressor Room	DM032093	CHAMPION
Air Dryer	2356	403 Lube/Compressor Room	1E+12	CHAMPION
Transmission Fluid Skid	2357	403 Lube/Compressor Room	A2007461	GRACO
Anti Freeze Fluid Skid	2358	403 Lube/Compressor Room	A2007462	GRACO
Motor Oil Skid	2360	403 Lube/Compressor Room	K05671	GRACO
Diesel Motor Oil Skid	2361	403 Lube/Compressor Room	K05663	GRACO
Exhaust Fan EF-3A	2362	403 Lube/Compressor Room	14240652	GREENHECK
Exhaust Fan EF-3B	2363	404 Electrical Room	14240647	GREENHECK
Electrical Panel L3A	2364	404 Electrical Room	N/A	
Electrical Panel H3A	2365	404 Electrical Room	N/A	
Transformer	2366	404 Electrical Room	BB00706402	EATON
Lighting Control Panel LCP-4	2367	404 Electrical Room	XPS16-FT	LUTRON
Exhaust Fan EF-3C	2368	405 Restroom	14240645	GREENHECK
Exhaust Fan EF-3D	2369	406 Cleaning Supply Room	14240648	GREENHECK
Air Conditioning Unit CU-03	2370	408 Money Room	A004243	DAIKIN
Fan Coil Unit FCU-03	2371	408 Money Room	NOT ASSESSIBLE	DAIKIN
Exhaust Fan EF-3E	2435	407 IDF Room	14240646	GREENHECK
Fueling Hose Rack 1	2343	401 Fuel Lane 1	Varies	GRACO
Fueling Hose Rack 2	2344	401 Fuel Lane 1	Varies	GRACO
Maintenance Lift Pump	2389	401 Fuel Lane 1	161-0001	ZOELLER
Fueling Hose Rack 3	2345	402 Fuel Lane 2	Varies	GRACO
Fueling Hose Rack 4	2346	402 Fuel Lane 2	Varies	GRACO
Transformer	2374	303 Electrical Room	BB00706404	EATON
Electrical Panel H4A	2375	303 Electrical Room	N/A	
Electrical Panel L4A	2376	303 Electrical Room	N/A	
Lighting Control Panel	2377	303 Electrical Room	2040503001	LUTRON
Exhaust Fan EF-4A	2378	303 Electrical Room	14240649	GREENHECK
Exhaust Fan EF-4B	2379	303 Electrical Room	14240651	GREENHECK
Exhaust Fan	2380	305 Wash Equipment Room	14240650	GREENHECK
Water Softener	2381	305 Wash Equipment Room	N/A	WATTS
Back Flow Preventer	2382	305 Wash Equipment Room	3609	WATTS
Bus Wash Pump Control Skid	2383	305 Wash Equipment Room	Varies	
Emergency Eyewash	2384	305 Wash Equipment Room	N/A	BRADLEY
Air Dryer	2385	305 Wash Equipment Room	1E+12	CHAMPION
Air Compressor	2386	305 Wash Equipment Room	DM032169	CHAMPION
Roof Exhaust Fan	2436	Bush Wash Roof	14184949	GREENHECK
Bus Wash System	2437	305 Wash Equipment Room	NOT ASSESSIBLE	WESTMATIC
Expansion Tank ET-2	2331	212 Mechanical	247958	WESSEL
Emergency Eyewash	2387	Pit		BRADLEY
Fluid Skid	2388	Pit	A2007459	GRACO
Fluid Skid	2390	Pit	A2007457	GRACO
Lift System	2391	Pit	4531	LPI
Compressor	2392	201 Lube/Compressor	DM032184	CHAMPION
Air Dryer	2393	201 Lube/Compressor	1E+12	CHAMPION
Transmission Fluid Skid	2394	201 Lube/Compressor	A2007460	GRACO
Diesel Oil Fluid Skid	2395	201 Lube/Compressor	K05664	GRACO
Anti Freeze Fluid Skid	2396	201 Lube/Compressor	A2007455	GRACO
Motor Oil Skid	2397	201 Lube/Compressor	K0566A	GRACO
Oil Skid	2398	201 Lube/Compressor	K0565A	GRACO
Automatic Transmission Fluid Skid	2399	201 Lube/Compressor	K05652	GRACO
Oil Skid	2400	201 Lube/Compressor	K05490	GRACO
Free Standing Pump	2401	201 Lube/Compressor	K5886	GRACO
Variable Air Volume M01	2402	202 Facilities Maintenance	NOT ASSESSIBLE	PRICE
Variable Air Volume M02	2403	206 Electronics Shop	NOT ASSESSIBLE	PRICE
Variable Air Volume M03	2408	209 Mens Restroom	NOT ASSESSIBLE	PRICE
Variable Air Volume M05	2409	218 Shop Supervisor	NOT ASSESSIBLE	PRICE
Boiler B-2A	2410	212 Mechanical	1.60101E+13	CLEAVERBROOKS
Boiler B-2B	2411	212 Mechanical	1.60101E+13	CLEAVERBROOKS
Variable Frequency Drive VFD-2A	2412	212 Mechanical	NOT ASSESSIBLE	SCHNEIDER
Variable Frequency Drive VFD-2B	2413	212 Mechanical	NOT ASSESSIBLE	SCHNEIDER
Variable Frequency Drive VFD-2C	2414	212 Mechanical	NOT ASSESSIBLE	SCHNEIDER
Variable Frequency Drive VFD-2D	2415	212 Mechanical	NOT ASSESSIBLE	SCHNEIDER
Domestic Water Heater WH-2	2416	212 Mechanical	1514M000753	AOSMITH
Expansion Tank ET-1	2417	212 Mechanical	NOT ASSESSIBLE	WESSEL
Emergency Eyewash	2418	212 Mechanical	NOT ASSESSIBLE	BRADLEY
Expansion Tank ET-2	2419	212 Mechanical	2461A4	WESSEL

**Attachment A-4
BCAG Asset List (non-vehicle)**

Chemical Feed Tank PF-2	2420	212 Mechanical	NOT ASSESSIBLE	GRISWALD
Pump P-2D	2421	212 Mechanical	NOT ASSESSIBLE	BELGOSSETT
Pump P-2C	2422	212 Mechanical	NOT ASSESSIBLE	BELGOSSETT
Pump P-2B	2423	212 Mechanical	NOT ASSESSIBLE	BELGOSSETT
Pump P-2A	2424	212 Mechanical	NOT ASSESSIBLE	BELGOSSETT
Energy Efficient Climate Control Unit ECU-2	2426	Loft	21223107	MUNTERS
Back Flow Preventer-On ECU-2	2427	Loft	90228	WATTS
Roof Exhaust Fan REF-2D	2452	Maintenance Building Roof	14184948	GREENHECK
Roof Exhaust Fan REF-2A	2453	Maintenance Building Roof	C15000000145541	TWINCITY
Roof Exhaust Fan REF-2B	2454	Maintenance Building Roof	C15000000145538	TWINCITY
Roof Exhaust Fan REF-2C	2455	Maintenance Building Roof	14184947	GREENHECK
Variable Air Volume M04	2458	219 Maintenance Manager	NOT ASSESSIBLE	PRICE
Exhaust Fan EF-2A	2459	212 Mechanical	14185983	GREENHECK
Exhaust Fan EF-2C	2460	Intermediate Distribution Frame (I	NOT ASSESSIBLE	GREENHECK
Air Separator AS-2	2461	212 Mechanical	NOT ASSESSIBLE	SPIROTHERM
Exhaust Fan EF-2B	2462	Maintenance Building Roof	NOT ASSESSIBLE	GREENHECK
Lighting Control Panel LCP-2	2463	213 Electrical Room 2	2040503001	LUTRON
Electrical Panel H2B	2464	213 Electrical Room 2	N/A	
Electrical Panel H2A2	2465	213 Electrical Room 2	N/A	
Electrical Panel H2A1	2466	213 Electrical Room 2	N/A	
Electrical Panel L2C	2467	213 Electrical Room 2	N/A	
Electrical Panel L2B	2468	213 Electrical Room 2	N/A	
Electrical Panel L2A	2469	213 Electrical Room 2	N/A	
Transformer	2470	213 Electrical Room 2	BB00706403	EATON
Transformer	2471	213 Electrical Room 2	BB00706998	EATON
Running Repair Bay 3 Roll Up Door D-6	2474	220 Running Repair Bay 3	3615N3064	LIFTMASTER
Running Repair Bay 2 Roll Up Door D-5	2478	221 Running Repair Bay 2	3615N3063	LIFTMASTER
Running Repair Bay 1 Roll Up Door D-4	2482	222 Running Repair Bay 1	1015N1362	LIFTMASTER
Large Running Repair Bay Roll Up Door D-3	2485	223 Large Running Repair Bay 1	3615N3062	LIFTMASTER
Large Running Repair Bay 2 Roll Up Door D-2	2487	224 Large Running Repair Bay 2	3165N3065	LIFTMASTER
Program Maintenance Bay Roll Up Door D-1	2489	225 Program Maintenance Bay	4815N8193	LIFTMASTER
Parts Storeroom Roll Up Door	2498	217 Parts Room	N/A	CORNELL
Hydronic Underfloor Heating Manifold UFH-04	2404	Open Bay Area	N/A	WATTS
Hydronic Underfloor Heating Manifold UFH-03	2405	Open Bay Area	N/A	WATTS
Hydronic Underfloor Heating Manifold UFH-02	2406	Open Bay Area	N/A	WATTS
Hydronic Underfloor Heating Manifold UFH-01	2407	Open Bay Area	N/A	WATTS
Emergency Eyewash and Shower	2425	Open Bay Area	NOT ASSESSIBLE	BRADLEY
Hand Washing Station	2456	Open Bay Area		
Drinking Fountains DF-2	2457	Open Bay Area		HAWS
Hose Reel Bay 3	2475	Open Bay Area		GRACO
Hose Reel Bay 2	2476	Open Bay Area	N/A	GRACO
Vacuum	2477	Open Bay Area	N/A	MONOXIVENT
Hose Reel Bay 1	2479	Open Bay Area	N/A	GRACO
Lift Station Controller for Bay 3	2480	Open Bay Area	215D-01598	STERTILKONI
Lift Station Controller for Bay 2	2481	Open Bay Area	215D-01601	STERTILKONI
Hose Reel Bay 1	2483	Open Bay Area	N/A	GRACO
Vacuum	2484	Open Bay Area	N/A	MONOXIVENT
Hose Reel Large Running Bay Door	2486	Open Bay Area	N/A	GRACO
Hose Reel Large Running Repair Bay 2 Roll Up Door	2488	Open Bay Area	N/A	GRACO
Hose Reel Program Maintenance Bay Roll Up Door	2490	Open Bay Area	N/A	GRACO
Vacuum Program Maintenance Bay Roll Up Door	2491	Open Bay Area	N/A	MONOXIVENT
Hose Rack 1	2492	Open Bay Area	N/A	
Vacuum	2493	Open Bay Area	N/A	MONOXIVENT
Hose Rack 2	2494	Open Bay Area	N/A	
Vacuum	2495	Open Bay Area	N/A	MONOXIVENT
Hose Rack 3	2496	Open Bay Area	N/A	
Vacuum	2497	Open Bay Area	N/A	MONOXIVENT
Genie lift ,GS-1930 scissor lift	2500	Bus wash storage area.	GS3016P-159778	GENIE
Genie lift ,Z-30 Boom lift	2501	Bus wash storage area.	Z30N216F-18281	GENIE
Utility Tractor, 1025R		Bus wash storage area.	1LV1025RTH134534	John Deere
Gator, Utility vehicle, XUV855D		Bus wash storage area.	1M0855DSPHM130507	John Deere
60" Heavy Duty Rotary Broom		Bus wash storage area.		John Deere
Post Hole Digger attachment		Bus wash storage area.	1Xphd0xvh0338512	John Deere
Box Blade		Bus wash storage area.	1XFBB20LAH0006231	John Deere
TRAILOR,			CO6X16GW2BRK	CARRYON
Power washer,EA190V				Subaru
Backpack blower,BR600				Stihl
Parts Washer, F300-P		Maint Shop	22383	Better Engineering
Hydraulic Press, 906225			1373462	DAKE

**Attachment A-4
BCAG Asset List (non-vehicle)**

Drill Press, J2223VS			15051688	JET	
Horizontal Band saw,HBS-916W			15124403	JET	
Shop Floor Cleaner. 5700-FAST			5700-10778663	TENNANT	
Tire Ballancer,8505-28HH			0404309132	COATS	
Tire brake, 4050A			N/A	COATS	
Power Lift, ST-1085			217K-608447	STETTIL-KONI	
Power Lift, ST-1085			217K-608448	STETTIL-KONI	
Power Lift, ST-1085			217K-608450	STETTIL-KONI	
Power Lift, ST-1085			217K-608456	STETTIL-KONI	
Power Lift, ST-1085			217K-608460	STETTIL-KONI	
Power Lift, ST-1085			217K-608462	STETTIL-KONI	
Power Lift, ST-1085			217K-608463	STETTIL-KONI	
Power Lift, ST-1085			217K-608464	STETTIL-KONI	
Power Lift, HDML8AE			11091023	ARI-HETRA	
Power Lift, HDML8AE			11091024	ARI-HETRA	
Power Lift, HDML8AE			11091025	ARI-HETRA	
Power Lift, HDML8AE			11091026	ARI-HETRA	
Automatic Gate opener, entrance gate, Left side	2541		Entrance side, Aztec dr.	DOOR KING	9220-081
Automatic Gate opener, entrance gate, Right side	2540		Entrance side, Aztec dr.	DOOR KING	9220-081
Automatic Gate opener, entrance gate, Left side			Entrance side, Huss dr.	DOOR KING	9220-081
Automatic Gate opener, entrance gate, Right side			Entrance side, Huss dr.	DOOR KING	9220-081
AC Compressor unit 1			Bldg E	Trane	
AC Compressor unit 2			Bldg E		
AC Compressor unit 3			Bldg E		
AC Compressor unit 4			Bldg E		
AC Compressor unit IT room			Bldg E		
AC unit Control room			Bldg E		
Water fountain, Main entrance			Bldg E		
water fountain 2, Main entrance			Bldg E		
AC unit			Bldg E		



BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

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

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Exhibit A – Scope of Work

Exhibit B – No Attachments

Exhibit A1 and A2 – Route Maps and Schedules

Exhibit A3 and A4 – BCAG Vehicles; Equipment

Exhibit C – Certification of Owner

Exhibit D – Certification of Consultant

Exhibit E – Additional Scope of Work (As Needed)

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

This AGREEMENT is made this ____ day of _____ 2019, 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 _____, 2019 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 XX** and CONTRACTOR's proposal is attached as **Exhibit XX** 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.

Base Term: Subject to the terms and conditions of this agreement, the term of this agreement shall be for five years, from July 1, 2019 through and including June 30, 2024.

Extension Term: 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 (2) two year extensions.

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 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 ten percent (10%), 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 \$XXXX in Year One through 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, Paratransit and Flex Route:** Payment of a fixed hourly rate, per vehicle service hour of \$XX.XX in Year One, \$XX.XX in Year Two, \$XX.XX in Year Three, \$XX.XX in Year Four and \$XX.XX 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**. Extra services shall be considered a change to this agreement as defined herein and shall be in excess of the maximum price defined in Paragraph 3.

The costs for extra services will be determined at a rate per vehicle service hour of \$XX.XX in Year One, \$XX.XX in Year Two, \$XX.XX in Year Three, \$XX.XX in Year Four and \$XX.XX in Year Five and billed separately from the services specified in Exhibit A.

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. Specific coverages shall be defined in accordance with Exhibit XX attached hereto by reference.

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.

(d) Pass Through Requests – Costs incurred for traditionally defined major component repairs i.e., transmission, engine, running gear, etc.) will be considered a Pass-Through Expense and reimbursed as approved and agreed by BCAG.

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:

**Company Name
Address**

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: _____

If to BCAG: Andy Newsum,
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, fire, 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, Cal Fire 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) **Non-construction 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.

BCAG's Overall DBE Goal for FFY 2018-2020 is 1.28%.

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

(e) This project is subject to Title 49, Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs ("Regulations")." The Regulations in their entirety are incorporated herein by this reference. BCAG has established a Race-Neutral Federal Transportation Administrations (FTA) DBE program. **BCAGs Overall DBE Goal for FFY 2018-2020 is 1.28%.** It is the policy of BCAG to ensure non - discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and 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: _____

By: _____

Jon Clark, Executive Director

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

By: _____

BCAG Counsel

Title: _____

Exhibit "C"

CERTIFICATION OF OWNER

I HEREBY CERTIFY that I am the ***Executive Director of the Butte County Association of Governments***, and that the consulting firm of adaride.com or it's representatives have not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out the AGREEMENT to:

- a. Employ, retain, agree to employ or retain, any firm or person; or
- b. Pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) and the Federal Transit Administration in connection with this AGREEMENT involving participation of Federal Transit Administration funds, and is subject to applicable State and Federal laws, both criminal and civil.

Jon A. Clark, Executive Director

Date

Exhibit "D"

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am Name, and the duly authorized representative of Company, whose address is Address, City, State Zip, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- employed or retained for a commissions, percentage, brokerage, contingent fee, or other consideration, any firm or person, (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this AGREEMENT;
- nor agreed, as an express or implied condition, for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT;
- nor paid, or agreed to pay, to any firm, organization or person (other than a bona fide employees working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) and the Federal Transit Administration in connection with this AGREEMENT involving participation of Federal Transit Administration funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature: Name,
Company, Title

Date