

DRAFT REQUEST FOR PROPOSALS (RFP) 2-2578

**CONTRACTED FIXED-ROUTE BUS
SERVICES**



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	July 11, 2022
Pre-Proposal Conference Date:	July 19, 2022
Question Submittal Date:	July 25, 2022
Proposal Submittal Date:	September 19, 2022
Interview Date:	October 25, 2022

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

TABLE OF CONTENTS

SECTION I:	INSTRUCTIONS TO OFFERORS	1
SECTION II:	PROPOSAL CONTENT	8
SECTION III:	EVALUATION AND AWARD	19
EXHIBIT A:	SCOPE OF WORK.....	23
EXHIBIT B:	COST AND PRICE FORMS	24
EXHIBIT C:	PROPOSED AGREEMENT	26
EXHIBIT D:	CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	27
EXHIBIT E:	STATUS OF PAST AND PRESENT CONTRACTS.....	32
EXHIBIT F:	DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS AND FORMS	34
EXHIBIT G:	RESTRICTIONS ON LOBBYING.....	53
EXHIBIT H:	SAFETY SPECIFICATIONS	65
EXHIBIT I:	PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	66
EXHIBIT J:	EXISTING SERVICE CONTRACTOR EMPLOYEE INFORMATION (CALIFORNIA LABOR CODE SECTION 1072)	68
EXHIBIT K:	CALIFORNIA LABOR CODE SECTION 1072 DECLARATION FORM	69



July 11, 2022

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 2-2578: “CONTRACTED FIXED ROUTE BUS SERVICES ”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors for the management and operation of Contracted Fixed Route, StationLink, and iShuttle bus services. Services shall include, but not be limited to, all management, personnel, reservations and scheduling, dispatching, operations, insurance, record keeping and reporting, computer hardware, and administrative software, and vehicles for driver relief and road supervision as necessary for the operation of the Contracted Fixed Route, StationLink, and Express Bus services. Qualified contractors must provide all personnel and equipment (other than buses) to operate, maintain, and manage these services.

Please note that by submitting a Proposal, Proposer certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Proposers agree to comply with all economic sanctions imposed by the State or U.S. Government.

The Authority has set a five percent (5%) Disadvantaged Business Enterprise (DBE) participation goal for this project.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868**

**Attention: Georgia Martinez, Department Manager, Contracts
and Procurement**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Georgia Martinez, Department Manager, Contracts
and Procurement**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CMM NET to register.

To receive all further information regarding this RFP 2-2578, firms and subconsultants must be registered on CMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:
Professional Services

Commodity:
Transportation Service
Providers

A pre-proposal conference will be held via teleconference on July 19, 2022, at 9:00 a.m. at the Authority's Anaheim Bus Base located at 1717 East Via Burton, Anaheim, California 92806, in the Conference Room 115. Offerors are advised that a job walk will immediately follow the pre-proposal conference. After the job walk at the Anaheim Bus Base, the job walk will continue to the Irvine Sand Canyon Base located at 14736 Sand Canyon Avenue, Irvine, California 92618. All prospective Offerors are encouraged to attend the pre-proposal conference and job walks.

The Authority has established October 25, 2022, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. OVERVIEW

The Authority is soliciting proposals from qualified firms for the management and operation of Contracted Fixed Route, StationLink, and Express Bus services. Responsive Offerors shall submit a detailed proposal demonstrating their ability to provide these services at levels similar to those identified in Exhibit A, Scope of Work. Firms may propose to provide the services at (1) the Anaheim Base; (2) the Irvine Sand Canyon Base; and/or (3) both Anaheim Base and Irvine Sand Canyon jointly. Offeror must meet or exceed all requirements as set forth in the Scope of Work. The operation of these services will utilize Authority-owned vehicles and Authority-owned operations and maintenance facilities.

Offerors who propose to provide the services at more than one base shall submit one (1) proposal with separate sections to address each base for the following evaluation criteria:

- ❖ Qualifications of Staffing and Project Organization
- ❖ Work Plan
- ❖ Cost and Price

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on July 19, 2022, at 9:00 a.m. at the Authority's Anaheim Bus Base located at 1717 East Via Burton, Anaheim, California 92806, in the Conference Room 115. Offerors are advised that a job walk will immediately follow the pre-proposal conference. After the job walk at the Anaheim Bus Base, the job walk will continue to the Irvine Sand Canyon Base located at 14736 Sand Canyon Avenue, Irvine, California 92618. All prospective Offerors are encouraged to attend the pre-proposal conference and job walks.

C. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

D. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their

proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

E. AUTHORITY CONTACT

All communication and/or contacts with AUTHORITY staff regarding this RFP are to be directed to the following Contract Administrator:

Georgia Martinez, Department Manager, Contracts and Procurement
Contracts Administration and Materials Management Department
Phone: 714.560. 5605
Email: gmartinez@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, subcontractor, lobbyist, or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (email), or formal written communication. Any Offeror, subcontractor, lobbyist, or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of the Offeror at the sole discretion of the Authority.

F. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section F.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and received via e-mail at gmartinez@octa.net no later than 5:00 p.m., on July 25, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 2-2578" in the subject line of the email. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than August 1, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:
Professional Services

Commodity:
Transportation Service
Providers

Inquiries received after 5:00 p.m. on July 25, 2022 will not be responded to.

G. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on September 19, 2022.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Department Manager, Contracts
and Procurement**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Georgia Martinez, Department Manager, Contracts**

and Procurement

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

3. Identification of Proposals

Offeror shall submit one (1) original hard copy of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked as follows:

“RFP 2-2578 Contracted Fixed Route Bus Services”

In addition to the above, Offerors shall also include one (1) electronic copy of their entire RFP submittal package in “PDF” format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Submitted proposals are not to be copyrighted.

H. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

I. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

J. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

K. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

L. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense contract specifying firm-fixed Revenue Vehicle Hourly rates for services specified in the Scope of Work, included in the RFP as Exhibit A, as well as fixed monthly rates. The Agreement, if awarded, will have a four-year initial term with two, two-year option terms.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships, or contracts, an Offeror is unable, or potentially unable, to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

O. DEBARMENT & SUSPENSION:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the district, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

P. DISADVANTAGED BUSINESS ENTERPRISE

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the Authority has established a five percent (5%) DBE participation goal for the services required in this solicitation.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced, and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one hundred (100) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Georgia Martinez, Department Manager, Contracts and Procurement, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a DBE, contact person's name and address, telephone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in

performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Include at a minimum, name of the contracting agency, type of service(s) provided, contract period, scheduling system, annual revenue miles or hours, quantity, size, and fuel usage of vehicles used.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email address, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project, as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm. Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager, Operations Manager, Maintenance Manager, Safety and Training Manager, and other key personnel that will be assigned to the Authority's project including Road Supervisors. The ability of the Project Manager, Operations Manager, Maintenance Manager, Safety and Training Manager, and Road Supervisors to respond immediately to issues relating to the service herein is a requirement of this project. The Offeror shall demonstrate how this requirement will be fulfilled.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the number of full-time and part-time employees for all operations (include number of hours for part-time employees), wages and compensation details to be included for operators, dispatch, and reservation personnel.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.
- (6) Include detailed staffing plan by function, including job classifications. List the number of full-time or part-time staff assigned to each function. Identify the wage scale per job classification and state the driver's average length of service.

(7) Offerors must provide copies of all applicable written policies to be included as appendices to their proposal. At a minimum, these policies should include:

- Drug and Alcohol Policy
- Injury and Illness Prevention Policy
- Personnel Practices and Policies
- Maintenance Plan and Vehicle Maintenance Procedure
- Emergency Protocols/Business Resumption Plan

Describe the employee health and welfare benefits and incentive plans available. Clearly indicate the employee's share of any costs connected to the benefit package. Include a copy of the firm's employee handbook.

(8) Describe the process the firm will use to attract quality drivers and, if applicable, maintenance employees, office staff, schedulers, trainers, dispatchers.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work for (1) the Anaheim Base; (2) the Irvine Sand Canyon Base; and/or (3) both Anaheim and Irvine Sand Canyon Bases jointly, and shows Offeror's understanding of Authority's needs and requirements. Throughout the narrative, Offeror will include references for each section in the Scope of Work that refers to Authority's requirements. This section should also address Offeror's plan to fulfill its obligations under the provisions of Senate Bill No. 158, (California Labor Code, Chapter 4.6) (Sections 1070 through Section 1072), (Subdivision © (1) of Section 1072), for the use of existing drivers and staff to support contracted fixed route bus services.

Offeror to:

(1) Service Operations

Offerors shall provide a comprehensive detailed service operations plan to include a discussion of the following: personnel recruitment processes and procedures (including criteria for utilizing existing service employees and new employee hiring and retention); day-to-day operating approaches, considerations and key issues; procedures for handling emergencies and unforeseen situations relative to transit operations (i.e. traffic congestion, accidents).

Offerors shall describe the methods used for projects of a similar nature to meet on-time performance.

Offerors should demonstrate their capability to complete service start-up activities in time to commence service operations on June 11, 2023 and should demonstrate their knowledge and experience with maintaining a smooth-running operation.

Offerors should provide a detailed implementation schedule that demonstrates how the start-up will be implemented.

(2) Personnel Training and Testing

Offerors shall provide copies of all training protocols and a schedule to the Authority demonstrating how personnel including drivers, call center personnel, mechanics, and other support personnel, as applicable, will be trained and tested prior to the start-up of service operations.

(3) Data Collection and Reporting

Offerors should discuss their process for collecting and reporting operational and maintenance data, and demonstrate their understanding of various daily data collection activities and reporting requirements set forth in Exhibit A, Scope of Work.

(4) Budget and Schedule Controls

Offerors shall identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.

(5) Insurance

Offerors shall submit a statement or provide proof that the required insurance coverage contained in the Proposed Agreement can be obtained by the firm. Should Offeror be unable to provide insurance or the required bond(s) within fourteen (14) days after notification of award by Authority, award may be made to the next qualified Offeror.

(6) Personnel Policies

Offerors shall include an outline of personnel policies as part of the proposal document.

- (7) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (8) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. **Exceptions/Deviations**

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit I) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit I) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Use of Existing Operators and Staff

Pursuant to Senate Bill No. 158 (Chapter 103, California Statutes 2003), Authority shall grant an incentive of a ten (10) percent bidding preference to an Offeror who agrees to retain, for a period of at least ninety (90) days,

certain employees (employee is defined as any person who works for a Contractor under this contract). Employee does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)) who were employed to perform essentially the same services by the previous contractor.

An Offeror shall declare as part of the proposal for service contract whether or not they shall retain the employees of the prior contractor for a period of not less than ninety (90) days.

Offerors who agree to retain employees under the Senate Bill No. 158 provisions must offer employment to those employees except for reasonable and substantiated cause, as specified. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by successor Offeror.

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

The existing service contractor shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to any entity that Authority identifies as a bona fide Offeror. Nothing in this section requires the successful Offeror to pay the same wages or offer the same benefits provided by the prior contractor.

An employee who has not been offered employment or who has been discharged in violation of this chapter, or their agent, may bring an action against the successful Offeror in any superior court having jurisdiction over the successful Offeror. Upon finding a violation, the court shall order reinstatement to employment with successful Offeror and award back pay, including the value of benefits, for each day of violation.

In addition to these established requirements, Offeror shall submit to Authority detailed explanation of Health and Welfare benefits package offered to its employees. This should include any medical and/or dental insurance plans, and any other special programs offered.

5. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for work described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time-and-expense price contract specifying firm-fixed Revenue Vehicle Hourly rates, as well as fixed monthly rates to complete the Scope of Work.

6. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

7. Performance Bond

As partial security against the selected Offeror's failure to satisfactorily fulfill all of its obligations under this Agreement, a performance bond in the amount of ten percent (10%) of the first four (4) contract years (Initial Term) will be required. The performance bond shall be executed by a corporate surety authorized to conduct business as a security in the state of California.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists, and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one (1)** copy of the completed form(s) as part of its proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one (1) copy of the completed form(s) as part of its proposal.

3. Disadvantaged Business Enterprise Program and Forms

In conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” proposers must complete the following forms:

- DBE Participation Commitment Form (Exhibit F-1)
- Letter of Acknowledgement and Commitment (required from each proposed DBE firm listed on the DBE Participation Commitment Form) (Exhibit F-2)
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “DBE Participation Commitment Form”) (Exhibit F-3)
- Bidders List (Exhibit F-4)

4. Certification of Restrictions on Lobbying

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the Certification of Restrictions on Lobbying Form” and “Disclosure of Lobbying Activities Form”, in order for the offeror’s proposal to be responsive and to be considered for evaluation.

5. Disclosure of Lobbying Activities

This form requires the Offeror to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If Offeror does not have any reportable activities to disclose, they shall check the box entitled “No Reportable Activities” on the attached Standard Form-LLL “Disclosure of Lobbying Activities” and complete Section 16 of the form in order for the offeror’s proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form, print his/her name, title and telephone number.

6. Safety Specifications

Offerors shall comply with Safety Specifications Level 3 as included in this RFP as Exhibit H, during the term of the awarded Agreement.

7. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

8. California Labor Code Section 1072 Declaration Form

Offerors shall complete the form entitled “California Labor Code Section 1072 Declaration Form” provided in this RFP and submit it as part of the proposal to confirm whether Offeror will retain the employees of the prior contractor for a period of not less than 90 days, if awarded the contract, pursuant to California Labor Code section 1070 et seq.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 20%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**

Qualifications of project staff, particularly key personnel and especially the Project Manager, Operations Manager, Maintenance Manager, and Safety and Training Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan to provide the services at (1) the Anaheim Base; (2) the Irvine Sand Canyon Base; and/or (3) both Anaheim and Irvine Sand Canyon Bases jointly; logic, clarity, and specificity of work plan; appropriateness of resource allocation; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**

Reasonableness of the rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established October 25, 2022, as the date to

conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, the evaluation committee will score the proposals to develop a competitive range. Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues, and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

Contracted Fixed Route Service

SCOPE OF WORK

TABLE OF CONTENTS

	Page
AUTHORITY ROLES AND RESPONSIBILITIES	2
SECTION 1: Contract Terms and Projected Revenue Vehicle Hour	4
SECTION 2: Service Description	6
SECTION 3: CONTRACTOR Staff Requirements	8
SECTION 4: Monthly Data Collection and Reporting	18
SECTION 5: Vehicle Maintenance	22
SECTION 6: Operator Training and Safety Programs	49
SECTION 7: Employee Standards and Requirements	53
SECTION 8: Facilities	57
SECTION 9: State and Federal Regulations	59
SECTION 10: Emergency Preparedness	61
SECTION 11: Information Technology	62
SECTION 12: Transition Plan	68
SECTION 13: Performance Standards	72
SECTION 14: Invoice and Billing	78
SECTION 15: Terms and Definitions	78
ATTACHMENTS	

AUTHORITY ROLES AND RESPONSIBILITIES

CONTRACTOR performance pursuant to this procurement will be managed by the Orange County Transportation Authority (AUTHORITY or OCTA) Bus Operations Department, which is part of the AUTHORITY's Operations Division.

A. Oversight Management:

The roles and responsibilities of AUTHORITY specific to the operation of the Contracted Fixed Route (CFR) service described in this scope of work are outlined as follows:

1. Establish overall service operations and maintenance parameters for the CONTRACTOR.
2. Provide revenue vehicles for use on OCTA's CFR service.
3. Provide an operations and maintenance facility, including associated janitorial and facility maintenance service. All building safety equipment, unless otherwise specified to include eye wash stations; fire extinguishers; system battery back-up; fire detection, alarm, and control.
4. Provide all fuel for revenue service vehicles.
5. Establish fare policies and fare structure including transfer agreements.
6. Provide HASTUS scheduling software for the run-cutting process.
7. Provide fare collection equipment and required maintenance and repairs.
8. Perform overall branding and marketing of the services (including printing of public timetables).
9. Provide all radio dispatching through OCTA's Central Communication Center, and Central Communication Center's dedicated 800 Number for non-radio calls.
10. Provide and maintain physical security systems that may include Video Management System (VMS), Access Control System (ACS), portal intercom and duress alarms. AUTHORITY shall provide a dedicated server and software required to support VMS and ACS functions.
11. Provide dedicated radio handsets for CONTRACTOR's Window Dispatch, Road Supervision and Maintenance Personnel.
12. Administer and monitor the Agreement including performance monitoring audits, and accident/incident investigation.
13. Receive invoices, verify monthly reports, and process payments to CONTRACTOR per Agreement.

14. Determine compliance with service performance requirements and assess penalties and incentives as specified in the Agreement; process penalty waivers as requested.
15. Submit required National Transit Database (NTD) reports with input from CONTRACTOR.
16. Handle all customer comments related to the services including development of written responses to customer complaints and inquiries with written input from CONTRACTOR.
17. Provide information technology support via the centralized IS Help Desk for all OCTA-owned voice and data hardware and software used by the CONTRACTOR.
18. Provide labor, parts, and material costs of repairing or replacing “major mechanical components” on OCTA-owned vehicles, defined as the complete engine, transmission, differential, and brake retarder assemblies.
19. Attend meetings with CONTRACTOR staff, as required.

B. Contractor Roles and Responsibilities:

The CONTRACTOR shall provide CFR service, including management, operations, and vehicle maintenance. CONTRACTOR operations and vehicle maintenance are currently performed out of two (2) bases, located at Irvine Sand Canyon and Anaheim. At AUTHORITY’s discretion bases may be moved or consolidated. CONTRACTOR roles and responsibilities shall include, but are not limited to, the following:

1. Must have all services fully operational on June 11, 2023
2. Provide CFR service described in this scope of work in compliance with OCTA’s operating policies and all applicable local, county, state and federal laws and regulations including the Americans with Disabilities Act (ADA) (including wheelchair lift/assistance and announcing bus stops).
3. Operate vehicles that are free of safety and mechanical defects, graffiti, broken glass and/or body damage.
4. Collect fares and fare media from boarding passengers, and document boardings using electronic farebox as appropriate.
5. Recruit, hire and train all personnel including management, staff, bus operators, and mechanics necessary to operate the service, as well as providing on-going management and supervision.
6. Prepare and submit all operating data and reports to appropriate OCTA staff, as required.
7. Collect and provide information required for OCTA’s NTD report.

8. Provide and maintain required office equipment, information technology hardware and software (other than what is provided by OCTA), and any other equipment deemed necessary to support the operation of the service.
9. Attend OCTA Board of Directors and Board Committee meetings relative to project status, as needed.
10. Conduct CONTRACTOR staff meetings with OCTA support staff, as needed.
11. Investigate all customer comments received, providing responses within prescribed policies, and required timelines.
12. Adhere to the OCTA's Lost and Found policies and procedures (**ATTACHMENT 1**, Lost and Found Procedures).
13. CONTRACTOR will have access to use the On-Board Video Surveillance System (OBVSS).
14. The CONTRACTOR shall be responsible for the operation of the VMS.
15. CONTRACTOR shall be responsible for the operation of the ACS.
16. CONTRACTOR will be responsible for reporting daily any known defects within the physical security system.
17. Respond to AUTHORITY direction to operate special events and/or modified service when a County or City emergency is proclaimed.

SECTION 1: CONTRACT TERMS AND PROJECTED REVENUE VEHICLE HOURS

Services shall be initiated under this Agreement on June 11, 2023, and shall run through June 30, 2027, unless otherwise terminated pursuant to terms of the Agreement between AUTHORITY and the CONTRACTOR. Pursuant to the Agreement, the AUTHORITY shall have the option of exercising two (2), two-year option terms.

The number of annual Revenue Vehicle Hours (RVH) to be provided under the Agreement is an estimate of the service level required to meet the demand for service described in this scope of work; this estimate is to be subject to change. This estimate is not to be interpreted as a guarantee that CONTRACTOR will operate the estimated number of RVH for any given year. CONTRACTOR should consider this estimated number as OCTA's best estimate and that actual operated RVH for any given year may be higher or lower than the estimate. The estimated annual RVH inclusive of StationLink and iShuttle service are as follows:

Irvine/Sand

Total

Period	Cyn & iShuttle	Anaheim	Annualized RVH
Initial Term:			
Year 1: 06/11/23 through 6/30/24	299,652	403,537	703,189
Year 2: 7/1/24 through 6/30/25	283,781	382,072	665,853
Year 3: 7/1/25 through 6/30/26	283,781	382,072	665,853
Year 4: 7/1/26 through 6/30/27	284,416	382,795	667,210
First Option Term:			
Year 1: 7/1/27 through 6/30/28	286,026	384,790	670,816
Year 2: 7/1/28 through 6/30/29	283,147	381,349	664,496
Second Option Term:			
Year 3: 7/1/29 through 6/30/30	283,101	381,301	664,401
Year 4: 7/1/30 through 6/30/31	283,781	382,072	656,853

Any change in the number of RVH operated either above or below the estimated number for any given year will be addressed in the following manner.

CONTRACTOR in its proposal shall provide a variable rate for each RVH based on the estimated number of hours listed above. This rate will be known as the Original Rate for each year. CONTRACTOR shall also provide a variable rate for each year based upon a twenty (20) percent or greater increase in RVH and a twenty percent (20%) or greater decrease in RVH from the estimated RVH provided above. These rates shall be known as the **Alternative Variable Rates**.

At the end of each year of the Agreement, the actual RVH operated will be determined and reconciled based on the Original RVH Rate for that year. In any given year if there is a change in operated RVH greater than plus/minus twenty percent (20%), the Alternative Variable Rates structure will be applied.

OCTA will notify CONTRACTOR in writing if in any given year the Alternative Variable Rate is applied due to an increase or decrease in RVH from the estimated amount. If the CONTRACTOR is due additional compensation for RVH operated, OCTA shall notify the CONTRACTOR and the CONTRACTOR shall prepare an invoice for the additional funds within thirty (30) days of receipt of OCTA's notification. If it is required to deduct previous compensation to CONTRACTOR, CONTRACTOR can either agree to pay the OCTA the appropriate amount within thirty (30) days of OCTA's notification or OCTA may deduct the amount owed from all amounts that are due and payable to CONTRACTOR, including, but not limited to, amounts due during the next Contract Year.

SECTION 2: OC Bus Contracted Fixed Route Service Description

2.1 Description of OC Bus Fixed Route Services

Since its formation in 1991, the OCTA has kept residents and commuters moving throughout the 34 cities and unincorporated areas of Orange County, the state's third largest county. OC Bus CFR service is a portion of OCTA's fixed route system, providing service on a set schedule with designated stops. Some routes will operate in areas that cannot be served with full-size transit coaches and therefore will utilize smaller vehicles. OC Bus provides services supporting local rail service, inclusive of bus bridges as needed, paid on a gate-to-gate basis. OCTA previously provided commuter express service; however, the service was suspended following a significant negative impact on ridership following the COVID-19 pandemic. Reinstatement of the service is not anticipated unless the long-distance commuter market returns or if a significant number of requests are received. In addition, OC Bus CFR service may include routes which may be seasonal or special event oriented. OCTA's routes operate seven (7) days a week with hours of operation from approximately 3:30 a.m. to 2:00 am on weekdays and from approximately 3:30 a.m. to 1:00 a.m. on weekends (see link <https://www.octa.net/Bus/Routes-and-Schedules/Overview/>).

To meet the diverse needs of the community, OCTA also offers StationLink and iShuttle service, which provide transportation for Orange County Metrolink passengers to major employment, activity centers, and other fixed route bus services during peak commute times. OCTA operates the iShuttle service under contract to the City of Irvine. Route schedules are developed by OCTA and implemented with City of Irvine approval. Schedule changes to the iShuttle service are not necessarily tied to the same timing as OCTA service changes.

OCTA service changes will occur four (4) times a year, in February, May, August and November. The CONTRACTOR bus operator bidding of work assignments shall concur with OCTA service changes unless otherwise authorized by OCTA Project Manager. Route schedules are developed and distributed by OCTA. OCTA shall provide the CONTRACTOR with HASTUS scheduling software for run-cutting activities. New driver timecards/paddles and line summary information shall be distributed to the CONTRACTOR prior to each service change. In addition, OCTA will provide route of lines (ROLS), or turn-for-turn directions, when there is a change in routing, deadheading instructions, or general information. CONTRACTOR may make recommendations on run-cutting and look for opportunities to interline and provide other scheduling support as necessary to ensure efficient fleet utilization with minimum deadhead movement. OCTA shall provide all public communications and marketing materials.

OCTA's Making Better Connections study will provide recommendations for continuation or modification of these services in late 2022. Implementation of adopted recommendations are anticipated to begin in 2023.

2.2 Service Levels

During the contract term, OCTA may adjust route assignments, RVH and the number of revenue service vehicles. While adjustments to service are typically made during scheduled service changes, that occur every four (4) months, interim adjustments could be made, as

necessary. The anticipated level of service, along with individual route information, including revenue vehicle hours and miles, is provided in detail in the Line Summary Report (**ATTACHMENT 2**, Revenue Vehicle Hour Detail).

2.3 Fares

AUTHORITY shall determine and set fares for all fixed route service. The CONTRACTOR shall enforce AUTHORITY fare policies and ensure that fares recorded are consistent with AUTHORITY's policy as documented in OCTA's fare matrix. AUTHORITY staff shall provide at least a thirty (30)-day notice of any change to the AUTHORITY's fare policy and will coordinate such changes with CONTRACTOR.

2.3.1 Fares for Service

The Authority's current fare structure for the services described in this scope of work include, but is not limited to:

- Full Fixed Route Fare - Per boarding \$ 2.00
- Seniors (60 & over) and persons with disabilities - Per boarding \$ 0.75
- Day Pass - Unlimited use on all local routes. \$ 5.00
- Day Pass - Seniors (65 & over) and persons with disabilities \$ 1.50

A complete copy of OCTA's Fare Matrix, including transfers allowed between AUTHORITY and other carriers in the region, is included (**ATTACHMENT 3**, Fare Matrix or can also be found at [Fares and Passes - Overview \(octa.net\)](#)).

2.3.2 Bus Books

Bus Books were previously sold on the bus. The customer placed the revenue for sale of the bus book in the farebox. If on board sales of Bus Books is reinstated CONTRACTOR shall develop accounting procedures for the inventory and sale of Bus Books.

2.3.3 Fare Procedures

OCTA shall provide the CONTRACTOR with GFI (or equivalent) fareboxes and probing equipment for revenue service vehicles. CONTRACTOR shall not put any bus into service or provide service without an operational farebox. OCTA shall maintain fareboxes throughout the term of the Agreement including preventive maintenance and all repairs.

CONTRACTOR shall establish appropriate cash handling processes. On a daily basis, the CONTRACTOR shall probe and empty the farebox and deposit revenues into a cash vault. Fares collected will not be retained by the CONTRACTOR. OCTA will provide armored transport of fare revenues from each facility.

Operators shall be required to carry and sell Day Passes good for fares on all OCTA fixed route services. CONTRACTOR shall develop procedures for issuing and accounting for Day Passes, which shall be approved by OCTA's Project Manager prior to implementation.

CONTRACTOR shall also be responsible for training all Operators on proper farebox usage and maintaining the Unclassified Revenue Percentage to OCTA's standards. OCTA's current Unclassified Revenue monthly standard is 2.35%.

2.4 Tolls, Fines and Charges

CONTRACTOR shall be responsible for the costs associated with the usage of roads or highways which require a toll charge. AUTHORITY will not be responsible for any toll road costs or fines associated with toll road violations, except in cases of special service provided at request of the AUTHORITY with authorization to use toll road(s).

CONTRACTOR shall also be responsible for payment of any traffic fines, parking fees, and any other charges levied against CONTRACTOR, CONTRACTOR's employees, or subcontractors, and/or AUTHORITY vehicles operated by CONTRACTOR.

SECTION 3: CONTRACTOR STAFF REQUIREMENTS

CONTRACTOR shall provide the necessary personnel whose expertise will ensure successful management and delivery of the operation of the contract requirements. All personnel that are assigned to this project shall be knowledgeable of OCTA Contracted Fixed Route services. In addition, all personnel shall maintain a professional and courteous behavior toward all passengers and individuals encountered in the delivery of OC Contracted Fixed Route service.

CONTRACTOR shall comply with all federal, state, and local employment regulations including, but not limited to, employer's liability, workers' compensation (for employees), unemployment insurance, payroll taxes, social security, and any other mandated or optional employee benefits. CONTRACTOR shall be solely responsible for payment of all CONTRACTOR employees' wages and benefits.

CONTRACTOR shall obtain and provide all required state and local permits and ensure that all drivers are properly documented and licensed for the service that they are providing. CONTRACTOR shall comply with safety requirements promulgated by the Federal Transit Administration (FTA) and/or the U.S. Department of Transportation (USDOT).

CONTRACTOR shall provide AUTHORITY with an organization chart showing all positions, lines of reporting responsibility, and indicating the number of full-time and part time employees in each position. **This organization chart shall be provided in the proposal under the**

staffing/project organization section and shall be updated and included with the monthly billing. AUTHORITY retains the right to review the personnel policies and lists.

3.1 Key Personnel

To ensure the continuity of consistently high service standards over the life of the CFR service, AUTHORITY requires that CONTRACTOR shall retain qualified and experienced key personnel to perform service according to the requirements set forth in this scope of work. CONTRACTOR's retention of such key personnel is significant to satisfactory contract performance. CONTRACTOR shall maintain the key personnel staffing structure identified in the staffing plan submitted as part of the proposal and/or BAFO throughout the term of the contract.

Failure to provide suitable personnel consistent with the AUTHORITY's contractual obligations as set forth herein shall be deemed a material breach of contract and may subject CONTRACTOR to penalties up to termination at AUTHORITY's option.

Resumes of key personnel shall be provided to the AUTHORITY for review a minimum of sixty (60) days in advance of scheduled project start date. Proposed changes in key personnel incumbents and job duties shall be subject to review and written approval by AUTHORITY before the implementation of changes.

All of CONTRACTOR's key personnel shall be fully One Hundred Percent (100%) dedicated to providing services under this contract unless AUTHORITY provides prior written approval for a lesser time. None of these key personnel positions can be combined or eliminated without the prior written approval of AUTHORITY. If AUTHORITY approves a variance to the time dedication level of any key personnel or consolidation of any key personnel positions, AUTHORITY reserves the right to make appropriate adjustments to CONTRACTOR's fixed monthly cost and reserves the right to reverse or modify any such approval at any time.

CONTRACTOR shall not, without prior written notice to and prior written approval by AUTHORITY, 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 term of the Agreement, provided that CONTRACTOR shall, following written notice and explanation to AUTHORITY, remove any such individual for misconduct or cause according to CONTRACTOR's established personnel policies.

CONTRACTOR shall notify AUTHORITY thirty (30) days in advance of replacing a key personnel position. Should CONTRACTOR propose a new individual or AUTHORITY requests a replacement, the proposed replacement's resume and qualifications will be submitted to AUTHORITY for its approval at least ten (10) calendar days before the departure of the

incumbent employee, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY will require an interview with the proposed replacement candidate.

If CONTRACTOR fails to provide the required key personnel or removes key personnel without AUTHORITY's prior written approval, AUTHORITY may make appropriate adjustments in CONTRACTOR's fixed monthly fee. If any of the key personnel positions remain open for over thirty (30) calendar days, AUTHORITY may deduct the salary and benefits plus a penalty of \$1,000.00 per day in which the position remains unfilled beyond the first thirty (30) calendar days.

The CONTRACTOR shall not replace the key personnel without written consent and approval from OCTA; said consent shall not to be unreasonably withheld or delayed. CONTRACTOR shall submit a resume to OCTA for any proposed replacement candidate and OCTA will require an interview with the proposed replacement candidate.

Key personnel include, but are not limited to:

KEY POSITION	Full-Time Equivalent
Project Manager	1
Assistant Project Manager	1
Base Operations Manager	1 per base
Director of Maintenance	1
Maintenance Manager	1 per base
Maintenance Instructor	1
Safety and Security Manager	1
Training Manager	1
Driver Trainer	1 per base
Customer Relations Coordinator	1 per base

3.1.1 Project Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time, on-site Project Manager. The Project Manager shall demonstrate, knowledge and experience, competency in all aspects of AUTHORITY's OC CFR service and its components and have extensive knowledge of FTA guidelines. The Project Manager shall be responsible for the daily operations of the service and ensure that the delivery of the service meets or exceeds AUTHORITY's objectives and standards and responds to all significant emergencies.

The Project Manager shall maintain consistent and sufficient contact and communication with AUTHORITY's Project Manager. The Project Manager shall be on-site during normal working hours and be available by telephone (mobile phone always included) or email. The Project

Manager shall act as the primary liaison between CONTRACTOR and AUTHORITY and attend meetings and events as requested by AUTHORITY's Project Manager. AUTHORITY shall be provided with phone numbers of the Project Manager and his or her immediate subordinate and shall be advised of any change in such personnel.

The Project Manager shall have a minimum of eight to ten (8-10) years of management and supervisory experience in public transportation operations or related fields and at least three (3) years of experience in the management and operations of fixed route. The Project Manager must be fully dedicated to this project and be based out of the OCTA-provided facility. The CONTRACTOR shall not replace the Project Manager without the written consent of OCTA.

It is the AUTHORITY's expectation that the CONTRACTOR shall retain the services of the Project Manager that is named in its proposal to provide services pursuant to this Contract for a minimum of two (2) years from the Contract Start date. CONTRACTOR shall not remove or replace Project Manager without prior written approval so long as individual remains in the employment of the CONTRACTOR.

CONTRACTOR shall submit a resume to OCTA for any proposed replacement candidate and OCTA shall require an interview of the proposed replacement candidate.

The Project Manager shall demonstrate, by decision and action, competency in all aspects of OCTA's service types. The Project Manager shall manage the operating records for services provided under this contract.

3.1.2 Assistant Project Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time, on-site Assistant Project Manager. The Assistant Project Manager shall demonstrate, knowledge and experience, competency in all aspects of AUTHORITY's OC CFR service and its components and have extensive knowledge of FTA guidelines. The Assistant Project Manager shall be responsible for assisting the Project Manager with the daily operations of the service and ensure that the delivery of the service meets or exceeds AUTHORITY's objectives and standards and responds to all significant emergencies.

The Assistant Project Manager shall be on-site during normal working hours and be available by telephone (mobile phone always included) or email. The Assistant Project Manager shall have a minimum of five (5) years of management and supervisory experience in public transportation operations or related fields and at least three (3) years of experience in the management and operations of Fixed Route. The Assistant Project Manager must be fully dedicated to this project and be based out of the OCTA-provided facility. The CONTRACTOR shall not replace the Assistant Project Manager without the written consent of OCTA.

3.1.3 Operations Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time, on-site Operations Manager to each base being operated by the CONTRACTOR. The Operations Manager shall demonstrate, by knowledge and experience, competency in all aspects of AUTHORITY'S OC CFR service and have extensive knowledge of fixed route and FTA guidelines.

The Operation Manager shall be responsible for day-to-day operations of the service of OC CFR service and must maintain consistent and sufficient contact and communications with AUTHORITY'S Section Managers and Field Administrator. The Operations Manager shall be assigned to general supervision, investigation and response to customer comments and help to ensure quality service. The Operations Manager shall have the authority to act as back-up for the project management functions should the Project Manager or Assistant Project Manager not be available to be reached at any given time.

The Operations Manager must have a minimum of five (5) years supervisory experience in public transportation operations or a related industry and a minimum of three (3) years' experience in supervision and operations similar to fixed route service.

3.1.4 Safety and Security Manager

The Safety and Security Manager shall be responsible for the safe/secure operations of the OC CFR service as described in this scope of work. The Safety and Security Manager shall be on-site at the designated base and will direct all of CONTRACTOR'S base safety and security related functions. The Safety and Security Manager must be knowledgeable of all State and Federal laws and regulations, inclusive of American with Disabilities Act (ADA) and FTA guidelines and requirements, and FTA'S Public Transportation Agency Safety Plan (PTASP) / Safety Management Systems (SMS). This position must be knowledgeable and experienced in proactive incident/accident prevention.

Responsibilities of the position include identifying and resolving all issues related to base and operations safety and security, including documentation, mitigation, and follow-up of any event or risk experienced in the service. Safety and security management responsibilities include all personnel, any safety related meetings, accident/incident reporting, accident/incident investigation, corrective actions, data collection, and sufficient contact and communications with AUTHORITY, inclusive of Health, Safety and Environmental Compliance (HSEC) Department and Security and Emergency Preparedness staff. This position will also assist AUTHORITY in developing, updating, and will oversee administration of the Safety and Security Emergency Preparedness Plan (SSEPP) and developing and maintaining the 49 CFR Parts 1520 and 1570 required Security Training Plan/Program. The Safety and Security Manager shall have stop work authority. The Safety and Security Manager shall oversee the PTASP, NTD, and the Drug and Alcohol program administration in compliance with FTA regulations and maintain records. All compliance records shall be current and available for inspection by

AUTHORITY staff upon request. Responsibilities include ensuring that completed incident/accident and all required NTD reports are submitted to OCTA no later than the defined due dates.

CONTRACTOR shall provide resume(s) for review and acceptance by the AUTHORITY for review thirty (30) days in advance of scheduled Start of Service date with the skills and knowledge needed to be designated as the HSEC representative to participate in all HSEC related submittals and shall ensure compliance with the Level 3 Safety Specifications (**ATTACHMENT 4**) as applicable to this scope of work.

Identified safety support personnel shall have completed the Transit Safety and Security Program Certificate Program and shall hold a current training or certification from the Board of Certified Safety Professional (BCSP), or equivalent certification held in combination with applicable region/corporate level support to be approved by AUTHORITY.

The Safety Manager shall have five (5) years of related experience, three (3) years of which in the transportation industry.

3.1.5 Training Manager

The Training Manager shall be responsible for all training of operators inclusive of required Verification of Transit Training (VTT), records management of training for all new and existing operators, corrective actions, data collection, must be knowledgeable of all State and Federal laws and regulations inclusive of FTA requirements related to drug and alcohol testing, ADA and proactive accident prevention. This position must hold a current Transportation Safety Institute (TSI) Transit Trainer's Certificate. A minimum of five (5) years of training management experience is required.

3.1.6 Director of Maintenance

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time, on-site Director of Maintenance. This position shall be solely dedicated to AUTHORITY and not responsible for any other activities of the CONTRACTOR. The CONTRACTOR will not remove or reassign a Director of Maintenance approved by AUTHORITY without the prior approval of AUTHORITY.

The Director of Maintenance is responsible for comprehensive delivery of AUTHORITY's maintenance operations, and achieving defined objectives by planning, evaluating, developing, implementing, and maintaining fleet services in compliance with established guidelines, codes, and regulations. This position shall be responsible for the implementation and management of the vehicle maintenance program including labor productivity, preventive maintenance, parts inventory, and performance measures. The Director of Maintenance shall implement maintenance service goals, objectives, policies, and work plans. Additionally, oversees the

maintenance of record systems and databases for maintenance tracking and research purposes.

The Director of Maintenance shall be readily available for daily routine meetings and within one (1) hour for emergency situations that may arise at any time during a twenty-four (24)-hour period.

The Director of Maintenance must have a minimum combination of education and experience equivalent to a bachelor's degree in Business Administration or comparable area and a minimum of approximately six years (6) of progressively responsible experience, three years (3) of which are in management. Five (5) or more years of management experience is preferred.

3.1.7 Maintenance Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time, on-site Maintenance Manager to each base operated by the CONTRACTOR. This position shall be solely dedicated to AUTHORITY and not responsible for any other activities of the CONTRACTOR. The CONTRACTOR will not remove or reassign a Maintenance Manager approved by AUTHORITY without the prior approval of AUTHORITY. The Maintenance Manager shall ensure that the AUTHORITY's maintenance standards are maintained and achieved and that all vehicles are systematically inspected, maintained, and repaired while minimizing downtime.

The Maintenance Manager must have a minimum of five (5) years journey-level mechanic experience and a strong technical background with compressed natural gas (CNG) engines or equivalent, transit bus technologies, electrical and hydraulic systems and be proficient with maintenance software applications. The Maintenance Manager must have a minimum of five (5) years of experience in maintenance supervision of twenty (20) or more mechanics and demonstrate strong managerial and training qualities.

The Maintenance Manager shall also have an educational background consisting, at a minimum, of an associate degree, and have prior experience in transit maintenance (additional experience may be substituted for an associate degree).

3.1.8 Maintenance Instructor

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time, on-site Maintenance Instructor. This position shall be solely dedicated to AUTHORITY and not responsible for any other activities of the CONTRACTOR. The CONTRACTOR will not remove or reassign a Maintenance Instructor approved by AUTHORITY without the prior approval of AUTHORITY.

The Maintenance Instructor must have a bachelor's degree from an accredited college or university and four (4) years of experience in administrative or professional work. One (1) year of this experience must include conducting formal or informal instructional training in a

maintenance and/or other operational environment in either a classroom setting or on-the-job-training.

The Maintenance Instructor shall be responsible for conducting classroom and practical training for bus maintenance employees. The Maintenance Instructor will schedule classroom space and audio-visual equipment for training classes and programs and maintain training records, attendance records and performance evaluations for mechanics and service workers. The Maintenance Instructor shall train all new and existing bus maintenance employees on all department programs, policies, and procedures, regulations, and other related duties.

The Maintenance Instructor must have the ability to work effectively with AUTHORITY management and division personnel to determine training needs and develop new training programs to meet those needs.

The Maintenance Instructor must be legally licensed to operate a bus in the State of California and must possess a valid Class B license with a Passenger ["P"] endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations.

3.1.9 Driver Trainer

CONTRACTOR shall assign a full-time, on-site Driver Trainer to each base operated by the CONTRACTOR. The Driver Trainer shall demonstrate, by knowledge and experience, competency in all aspects of AUTHORITY's Contracted Fixed Route service and have extensive knowledge of Americans with Disabilities Act (ADA) and Federal Transit Administration (FTA) guidelines. The Driver Trainer shall be responsible for all training administered to Vehicle Operators including, but not limited to, classroom instruction, behind-the-wheel training, and in-service training and shall ensure that they are trained to proficiency as appropriate to their duties and can deliver service that meets or exceeds AUTHORITY's objectives and standards.

The Driver Trainer shall have a minimum of two (2) years of fixed route driving experience, possess either the State of California, Department of Education School Bus Operator instruction certificate, or a Transportation Safety Institute Transit Trainer's Certificate, and hold a valid State of California Department of Motor Vehicles (DMV) approval to certify California Class B Commercial Operator's Licenses (CDL) with passenger endorsements.

3.1.10 Customer Relations Coordinator

CONTRACTOR shall assign a full-time, on-site Customer Relations Coordinator to each base operated by the CONTRACTOR. The Customer Relations Coordinator shall ensure that AUTHORITY's Comments, Compliments, and Complaints (C3) standards are maintained and achieved. The Customer Relations Coordinator shall possess competency in all aspects of AUTHORITY's OC Fixed Route service and have extensive knowledge of ADA and FTA guidelines. The Customer Relations Coordinator shall be responsible for the general supervision, investigation, and response to all C3s, and shall maintain consistent and sufficient

contact and communication with AUTHORITY's Field Administrator(s). Customer Relations Coordinator shall ensure that all C3s are reviewed and responded to in accordance with this agreement.

The Customer Relations Coordinator shall have a minimum of two (2) years of experience in the fixed route field as a vehicle operator, road supervisor, scheduler, dispatcher, or trainer and have completed CONTRACTOR's Driver Training Course, and Dispatcher Training Course.

3.2 Project Staffing – Operations

AUTHORITY seeks to promote a skilled, stable, and diligent workforce among its service contractors to ensure that service provided to OC CFR customers meets or exceeds AUTHORITY's objectives and standards. From time to time, significant service delivery problems have occurred, at least partially due to unusually high employee turnover or due to the inadequate quality of service rendered by selected employees in certain positions. AUTHORITY recognizes the expense and negative effect of employee turnover. Therefore, CONTRACTOR shall demonstrate in its proposal that it has an acceptable recruitment and hiring program that is intended to minimize employee turnover and retain a high-quality workforce.

CONTRACTOR shall employ, maintain, and always assign a sufficient number of competent and qualified personnel to meet the requirements of the services in this scope of work. CONTRACTOR warrants and represents to AUTHORITY that the personnel and subcontractors shall possess the proper skill, training, background, knowledge, experience, character, and licenses necessary to perform the duties assigned under this agreement.

CONTRACTOR shall be responsible for determining the direct staffing positions, levels and salaries required to deliver the services as described herein. Failure to provide suitable personnel consistent with AUTHORITY's contractual obligations as set forth herein shall be deemed a material breach of contract and may subject CONTRACTOR to immediate termination at AUTHORITY's option.

The following project staff or equivalent positions are recommended by AUTHORITY to ensure the efficient operation of OC Bus service. CONTRACTOR shall determine and justify the OC Bus staffing to be provided. At a minimum, the following project staff will be provided by the CONTRACTOR to ensure the efficient operation of the service:

3.2.1 Road Supervisors

Road Supervisor staff shall provide road supervision throughout the service area during all hours of revenue service to ensure quality service through field observations. Road Supervisors shall be deployed and have use of a CONTRACTOR provided non-revenue vehicle to respond quickly to Bus Operator requests for assistance and emergency conditions. Road Supervisors

shall address specific service problems and service interruptions, at all times when vehicles are in passenger service.

Road Supervisors shall promptly respond to accidents involving passengers and/or vehicles. Accident reports will be completed including statements of all parties involved, witness statements and contact information and police report information shall also be included. Road Supervisor daily reports shall be completed in such a manner as to detail their daily activity.

Road Supervisors shall provide on street monitoring including, but not limited to, time checks for on-time performance and schedule adherence, vehicle conditions, driver professionalism, and complaints of driver conduct, driver performance, driver appearance, and service rules adherence.

A Road Supervisor shall have a minimum of two (2) years of experience. All Road Supervisors shall be properly licensed and must meet all license and certification requirements to operate a vehicle in revenue service. In addition, Road Supervisors shall have a minimum of two one (2) years professional experience in the transit industry as a driver, scheduler, dispatcher, or trainer.

3.2.2 Window Dispatchers

Window Dispatchers shall assign work (runs/routes) and vehicles to Vehicle Operators, confirm that Vehicle Operators are “fit for duty” before beginning revenue service, ensure that daily vehicle pull-outs adhere to prepared schedules and meet performance objectives and recommend and employ procedures for more efficient utilization of labor and vehicle assignments and record events, generate and communicate reports, and maintain documentation. Window Dispatchers are expected to have a thorough knowledge of the OC Bus service and dispatch systems.

3.2.3 Vehicle Operators (Drivers)

CONTRACTOR shall recruit and train enough Vehicle Operators to provide the services described in this scope of work. Vehicle Operators recruited for the operation of the CFR must meet the following qualifications/requirements before being allowed to perform in revenue service:

- Possess and maintain a license to operate the bus assigned to provide revenue service and any other license required by Federal, State of California, or local regulations.
- Maintain a valid Class B license with a P endorsement, VTT Certification, and valid medical certificate and any other certificate required by federal, state, or local regulations.

- Shall be able to speak effectively, understand, write, and read English.
- Undergo and pass a drug and alcohol screening at a facility approved by CONTRACTOR in compliance with federal regulations.

3.2.4 HASTUS Support

CONTRACTOR shall provide resume(s) for review and acceptance by the AUTHORITY for review thirty (30) days in advance of Start of Service date of staff available either on-site or remotely at regional level with the skills and knowledge needed to create daily and weekly work assignments in HASTUS 2020. Staff providing Crew Opt and Rosters should have a minimum of two (2) years hands-on experience using HASTUS, and a minimum of six (6) months experience using HASTUS 2020. CONTRACTOR is expected to provide training as warranted to maintain the staff's knowledge of the software system.

SECTION 4: MONTHLY DATA COLLECTION AND REPORTING

CONTRACTOR shall develop and implement database tools and data collection procedures, and data reconciliation policies and processes to collect, record, maintain and validate all operating and performance data required to satisfy FTA, NTD, and AUTHORITY requirements.

All reporting requirements specified herein shall be applied equally to the CONTRACTOR.

AUTHORITY and CONTRACTOR shall prepare and submit daily, and monthly operating reports as indicated below. Monthly operating reports are to be submitted to AUTHORITY, with the monthly service invoice(s) on or before the tenth (10th) business day of the following month before 5:00 pm pacific time.

4.1 Daily Dispatch Log

CONTRACTOR shall create and maintain a Dispatch Log for each day that records the basic services provided on that day and, particularly any accidents, incidents, vehicle breakdowns and other unforeseen events that occur and any action taken. Daily Dispatch Logs shall also be provided to AUTHORITY at the close of each calendar month as part of the Monthly Report.

4.2 Monthly Accident and Incident Summary

CONTRACTOR shall prepare a monthly summary of all accidents and incidents that occurred during the month. Contractor shall submit an Accident Frequency Ratio (AFR) Report (**ATTACHMENT 5**, Sample AFR Report). CONTRACTOR shall ensure that all accidents and

incidents, along with any required supporting documentation, are reported to AUTHORITY within the required timeframe.

CONTRACTOR must report accident / incident within twenty-four (24) hours by verbal and written reporting to the AUTHORITY's Bus Operations Department field administrator or designee. Complete written accident report shall be submitted within seventy-two (72) hours. CONTRACTOR shall use, reporting system as provided by the AUTHORITY (**ATTACHMENT 6**, Contracted Fixed Route Accident/Incident reporting form).

This log shall include, at a minimum, the following information:

- Date of Accident/Incident
- Time of Accident/Incident
- Day of Week of Accident/Incident
- Route #
- Vehicle Number
- Operator Name
- Operator Badge Number
- Hire Date
- Name of Road Supervisor Who Reported to the Scene
- Badge of Road Supervisor Who Reported to the Scene
- Whether the Accident/Incident was Preventable
- Passenger Injuries
- Whether the Operator was FTA Post-Accident Drug Tested

4.3 Monthly Run Level Detail Report and Service Summary

The Run Level Detail Report is to document daily to OCTA staff, by run, the service date, run number, employee ID number, employee first name, employee last name, vehicle number, run pull-out/pull-out time, run pull-out/pull-out odometer, run start time, run start odometer reading, lunch start time, lunch end time, end of run time, end of run odometer, run pull in time, run pull in odometer, run passenger count, fare and fare type collected, total hours, total miles, revenue vehicle hours, Revenue Vehicle Miles (RVM) and missed service (**ATTACHMENT 7**, Run Level Detail report sample). OCTA staff will audit on weekly, monthly and/or quarterly for compliance and proper documentation.

4.4 National Transit Data Base (NTD) Reporting

The FTA requires public transit operators to annually report specified operating, performance, and vehicle data as a condition of federal funding. CONTRACTOR shall assist AUTHORITY in the collection and development of the required NTD reports.

4.4.1 Employee Data

CONTRACTOR shall provide a monthly summary (count) of employees, by position and status (full-time/part-time), including number of coach operators in route assignments and number of coach operators in extra board assignments.

4.4.2 Vehicle Inventory and Fuel Consumption Data

CONTRACTOR shall provide at AUTHORITY's fiscal year-end (June 30th) a vehicle inventory count and total fuel consumed data, including that of any subcontractor. Vehicle inventory count should list each vehicle providing revenue service for this agreement along with, but not limited to, the following:

- Year
- Make
- Model
- Fuel Type (as outlined in FTA manual section A-30)
- Vehicle Length
- Standing Capacity
- ADA Accessibility (stated as Yes or No as to whether or not the vehicle has a wheelchair ramp and/or lift)
- Ownership (whether the vehicle is Owned Outright by CONTRACTOR and/or its Subcontractor)

4.4.3 Maintenance Performance

CONTRACTOR shall report the number of "major" mechanical system failures and "other" mechanical system failures monthly, as outlined in FTA manual section R-20.

4.5 Monthly Customer Comment Reporting

Rider feedback from complaints and commendations is important to AUTHORITY because it provides insight into the rider's experience when using the OC Contracted Fixed Route service. Rider comments regarding OC Contracted Fixed Route service will be received by AUTHORITY's Customer Information Center (CIC) contractor and recorded in the C3 database or another future database. Any rider comment received directly by CONTRACTOR shall be referred to the CIC for proper handling and documentation.

CONTRACTOR shall be responsible for investigating and entering the results of the investigation in the C3 application. Investigations shall include providing a detailed summary

of findings related to the issues identified in the complaint; identifying any staff involved and documenting that in C3, and when applicable, providing what actions were taken to address any issue. In addition, CONTRACTOR shall provide statements, recorded calls, recorded videos, and any other information related to comment when requested by AUTHORITY (**ATTACHMENT 8**, Customer Comment Process).

Comments that require a response (i.e., Call Back, E-mail) shall be completed within five (5) business days of receiving the comment and all other comments shall be closed within ten (10) business days. Additionally, AUTHORITY may submit a request for an expedited investigation of a comment that includes, but is not limited to, sexual harassment claims, seriously disruptive conduct, among others. The expedited investigation process shall include communication with AUTHORITY's Project Manager or Field Administrator.

CONTRACTOR shall regularly review and analyze all received comments for trends and issues that need to be addressed to reduce or eliminate future comments on the same issues. CONTRACTOR shall provide AUTHORITY with a written report quarterly, at a minimum, which identifies actions to be taken to reduce the number of valid complaints. CONTRACTOR is expected to reduce the number of complaints through employee training and establishing new practices. Performance expectation is no more than one (1) valid complaint per 20,000 thousand boardings each month.

AUTHORITY will generate a Monthly Comment Summary Report indicating the number of valid comments, comments that have been considered "not valid," and compliments for the month. The summary report shall also include documentation of the month's valid comments against the established comment standard. Utilizing the existing system, CONTRACTOR shall be provided comments and complaints as released by AUTHORITY's CIC contractor daily.

4.6 Ri2

Ri2 is a software program which allows Operators to input route-specific information, such as schedule, bus stop and passenger concerns, and route obstructions. OCTA will provide the CONTRACTOR with a dedicated computer for the purpose of Operator entries into Ri2.

4.7 Public Transportation Safety Plan Reporting

The AUTHORITY is responsible for facilitating communication between internal stakeholders and outside contractors. All contractors are responsible for compliance with the OCTA PTASP and 49 CFR Part 673 and participation in all such program meetings and communications.

The CONTRACTOR is responsible for collecting, reviewing for accuracy, and submitting contract/performance related information and data to the AUTHORITY's Operations Management monthly. The CONTRACTOR is required to comply with all OCTA SMS policies

and procedures, reporting and submission requirements, including those required for Hazard Identification and Analysis, the NTD submission, and preparing all required data for OCTA to report. OCTA's SMS Program Manager will receive SMS data from AUTHORITY contractors, per the agreed upon schedule; monitor and measure the contractor's safety performance through the data provided and report to the Chief Safety Officer and the PTASP SMS Committee quarterly.

Additionally, the CONTRACTOR must provide OCTA access to all work, materials, payroll, and other data, records, and accounts maintained by the CONTRACTOR for auditing purposes. Any audit findings requiring corrective action must be corrected by the CONTRACTOR and checked by OCTA to ensure they have been corrected. CONTRACTOR shall provide training to employees on a scheduled basis, including refresher training. The CONTRACTOR is required to make sure that their staff receives training applicable to requirements of jobs performed. Training is related to knowledge and operation of equipment, dealing with the public, sensitivity to persons with disabilities, knowledge of various kinds of disabilities, rules, and procedures of OCTA services, and other areas of knowledge and proficiency which, shall enable personnel to perform their jobs and meet the requirements of the Agreement. OCTA reserves the right to audit training activities at its discretion.

4.8 American Bus Benchmarking Group (ABBG) Reporting

AUTHORITY is an active member of the American Bus Benchmarking Group (ABBG). The ABBG is a consortium of mid-sized bus agencies in North America that was established in 2011 to benchmark performance and share experiences and best practices.

The objectives of the ABBG are:

- To develop a concise, well-balanced and comparable Key Performance Indicator system for performance measurement for use by American bus agencies that will: determine strengths and weaknesses, prioritize areas for improvement and support dialogue with stakeholders (e.g., senior management, board, government).
- To provide benefits to all members by understanding the reasons for performance levels and trends and by identifying best practices.
- To facilitate the sharing of knowledge and best or otherwise interesting practices in a confidential environment.
- To establish an ongoing benchmarking process that considers the financial and labor resources available to participating mid-sized agencies.

CONTRACTOR shall submit staffing data and fleet usage data as required, based on the definitions provided as part of **ATTACHMENT 9**, ABBG Reporting and Definitions.

SECTION 5: VEHICLE MAINTENANCE

CONTRACTOR shall have the responsibility to establish and maintain a comprehensive program to perform maintenance on all AUTHORITY-owned vehicles assigned to this contract and as described in this scope of work.

5.1 Project Staffing – Maintenance

CONTRACTOR shall provide and maintain throughout the contract term a sufficient number of properly qualified personnel, having the necessary skills, training, and experience to maintain the revenue vehicles and the equipment. The number, qualifications, experience, and class, or position of the personnel provided shall as a minimum be in accordance with the approved staffing plan. CONTRACTOR is required to maintain administrative staff for proper supervision on all shifts, all hours of operation. Following AUTHORITY's approval of the initial staffing plan the CONTRACTOR is contractually obligated to comply with that plan throughout the contract term and may not change that plan during the contract term without the prior written approval of the AUTHORITY.

The staffing plan shall be reviewed and amended for upward or downward adjustments as needed in response to schedule or service changes. All staff shall be provided with initial training and regular refresher training appropriate to their duties, responsibilities, and requirements.

The following project staff positions are recommended by the AUTHORITY to ensure the efficient operation of the contracted fixed route service. CONTRACTOR has the obligation to determine and justify the staffing to be provided. The CONTRACTOR shall assure that all personnel adhere to the standards of conduct established by the CONTRACTOR and AUTHORITY.

CONTRACTOR shall provide a monthly written update of current maintenance staff, by employee number and by classification working under this agreement, which shall specifically identify all new or terminated employees and their positions.

5.1.1 Director of Maintenance

CONTRACTOR shall assign a full-time Director of Maintenance, dedicated to this project to ensure that the AUTHORITY'S maintenance standards are maintained and achieved. See Section 3.1, Key Personnel, 3.1.5 Director Maintenance.

5.1.2 Maintenance Manager

CONTRACTOR shall assign one full-time Maintenance Manager to each contracted fixed route base location to ensure that the AUTHORITY's maintenance standards are maintained and achieved. See Section 3.1, Key Personnel, 3.1.5 Maintenance Manager.

5.1.3 Maintenance Instructor

CONTRACTOR shall assign a full-time Maintenance Instructor dedicated to this project to ensure that the AUTHORITY'S maintenance standards are maintained and achieved. See Section 3.1, Key Personnel, 3.1.5 Maintenance Instructor.

5.1.4. Maintenance Supervisors

Maintenance Supervisors shall staff each shift and have at a minimum knowledge, and certification levels to that of the highest-level mechanic. Supervisors shall coordinate, monitor, and inspect all work performed for accuracy, quality, and completeness. Ensure all work is properly recorded on work orders and that all work orders contain required information and completely describe the reported problem, troubleshooting actions taken, corrections, and all parts used. Supervisors will continuously monitor shop and shop activities to ensure employee safety and performance. Supervisors will also be required to conduct quality control audits.

Maintenance Supervisors shall be fully trained in all aspects of the vehicle maintenance program and procedures. Complete knowledge of the methods, practices, materials, and tools of the transit mechanic industry with particular emphasis in the area of compressed natural gas (CNG) powered passenger buses is required.

5.1.5 Mechanics

CONTRACTOR shall provide and maintain throughout the contract term a sufficient number of properly qualified mechanics having the necessary skills, training, and experience to maintain assigned revenue vehicles operated under this contract. The number, qualifications, experience, and skill level category of the personnel provided shall as a minimum be in accordance with the approved staffing and the requirements of this agreement. CONTRACTOR must replace each mechanic position per the CONTRACTOR'S staffing plan. Each day after thirty (30) days the position is not filled the performance penalty will apply. Experienced vehicle mechanics shall be available during all hours of service to respond to any in-service failures of revenue vehicle or equipment problems that arise in the yard during the pre-trip and post trip vehicle inspections. Maintenance employees shall have reflective indicators on their uniform and samples shall be submitted to AUTHORITY for approval. American National Standards Institute (ANSI) approved Personal Protective Equipment (PPE) to include steel toe shoes, bump caps and safety glasses shall be worn while working at AUTHORITY'S maintenance facility. The mechanics assigned to work under this agreement must meet the requirements for vehicle maintenance as outlined below:

- Must possess the requisite ability to maintain, diagnose and repair CNG engines, braking systems, suspension and steering systems, electrical systems, heating, ventilation, and air conditioning (HVAC) systems, wheelchair lifts/ramps, fuel systems, fire suppression systems
- Must possess the ability to complete, reliable and safe preventive maintenance inspections
- Must be able to independently diagnose and repair defects on systems as necessary
- Must be able to use diagnostic test equipment and specialized tools effectively
- Must be able to obtain precision measurements as required

- Must be able to diagnose and perform repairs on systems related to heavy-duty and medium-duty transit vehicles
- Must be able to diagnose, repair, and maintain vehicle powertrains, including but not limited to engines, transmissions, driveshaft, differentials, and related sub-components
- Must be able to diagnose, repair, and maintain vehicle brake systems, suspensions/steering, electrical/electronic systems, and related sub-components
- Must be able to diagnose, repair, and maintain electrical systems
- Must be able to diagnose, repair, and maintain air conditioning/ heating/ventilation systems and be certified to perform repairs and handle refrigerant incidental to repairs
- Must be able to adjust, repair, or replace damaged body parts and window glass
- Must be able to read and understand parts and repair manuals, and electrical/vacuum schematics; complete the necessary paperwork associated with the job

5.1.5.1 Mechanic Training Requirements

Documented training for all maintenance personnel shall include technical training, vendor provided training, maintenance safety training, and security and emergency preparedness training. Training programs must contain, at a minimum, the following components:

- CNG engines
- Electrical/electronic systems
- Door systems
- Drivetrain
- Hydraulic brake systems
- Brake inspection certification training (**ATTACHMENT 10**, Brake Inspection Certification)
- Wheelchair lift/ramp manufacturers training
- Air conditioning and refrigerant handling
- Fire suppression system
- California Occupational Safety and Health Administration (CalOSHA) & DOT compliance, health, and safety training
- HAZWOPER (hazardous waste handling and operations training)
- Lockout/tag out training
- Fall protection training
- Shop safety and related activity
- Respiratory protection program training
- Forklift or loading equipment
- Shop equipment, tools, and machinery

Training for new vehicles and equipment shall be provided by the CONTRACTOR for each mechanic and supervisor who will be responsible for their inspection, maintenance, or repair.

All new vehicle maintenance employees will be required to have initial training within the first sixty (60) days of employment to ensure their safety and the safe operation of the service. Initial training will include all areas listed above. CONTRACTOR shall ensure that all appropriate maintenance personnel receive training from qualified individual(s) on Original Equipment

Manufacturer (OEM) warranty procedures for all revenue vehicles and all systems, components, and subcomponents.

CONTRACTOR shall provide a plan to AUTHORITY for approval that outlines a process to obtain Automotive Service Excellence (ASE) certifications for each vehicle maintenance technician identified in the staffing plan. The plan shall identify timelines and required classes for each certification level. The expectation is that each employee will reach their minimum certification requirements within three (3) years of employment.

CONTRACTOR will be responsible for providing additional training to staff for any new emerging technologies on AUTHORITY's revenue vehicles. Each vehicle maintenance technician shall be required to receive annual refresher training from each area listed below:

- Brake systems (4 hours)
- Steering and suspension systems (4 hours)
- Engine operation and diagnostics (4 hours)
- Door systems (3 hours)
- Electrical systems (4 hours)
- Fire suppression system (2 hours)
- CNG system safety (2 hours)

5.1.5.2 Required Qualifications

Mechanics must:

- Possess a valid Class B with a Passenger ["P"] endorsement, Commercial California Driver's License. It is the CONTRACTOR's responsibility to ensure all technicians test-driving buses for diagnostic purposes and responding to road calls have a current Class B driver's license with proper endorsements
- Possess a current Medical Examiner's Certificate
- Be in good standing with DMV
- Have a current Brake Inspector qualification form on file
- All mechanics repairing or servicing motor vehicle HVAC systems must be properly trained and certified by programs authorized by the Environmental Protection Agency (EPA)
- Be air conditioning certified (if the CONTRACTOR will be performing A/C recovery work – if not, specify the subcontractor assigned to the project)

5.1.6 Service Workers

CONTRACTOR shall assign an adequate number of service workers to fuel, clean, and provide fare collection for vehicles operated under this agreement. The number, qualifications, experience, and skill level category of the personnel provided shall, as a minimum, be in accordance with the approved staffing and the requirements of this agreement. CONTRACTOR

must replace each service worker position per the CONTRACTOR’s staffing plan. Each day after thirty (30) days the position is not filled the performance penalty will apply. The service workers assigned to this contract must meet the requirements for vehicle servicing as outlined below:

- Ability to accurately inspect vehicle fluid levels and add fluids as needed
- Knowledge of vehicle fueling procedures, vehicle cleaning/detailing, and farebox collection programs
- Operate vehicles to facilitate a weekly safety brake (pit) inspection procedure
- Maintain up to date, accurate records of vehicle fueling and vehicle cleanliness requirements

5.1.7 Part Room Supervisor

Part room supervisor is responsible for supervising the part room operation, managing, and assisting part room clerks, maintaining an adequate stock of parts for the servicing and repair of AUTHORITY vehicles.

Part room supervisor monitors the inventory levels in the part room. Ensure the part room ordering, stocking, shipping, and receiving responsibilities are carried out in a timely and efficient manner. Ensures proper min/max levels are maintained for inventory. Coordinates with fleet maintenance supervisors for the purchase of the required parts and supplies. Maintain part room security.

Part Room Supervisor employed by the CONTRACTOR shall be trained in the safety/hazards in the part room and the material handling requirements from OEM’s, AUTHORITY, CalOSHA, and FTA. He/she shall have and maintain a forklift license.

5.2 Vehicle Fleet and Vehicle Maintenance Program

5.2.1 Revenue Vehicles

AUTHORITY shall provide up to one hundred ninety (190) vehicles to the CONTRACTOR for the operation of the OC Bus CFR service, and nineteen (19) vehicles for operation of the iShuttle service (**ATTACHMENT 11** Vehicle Summary Report). Passenger seating capacity and wheelchair stations vary depending on vehicle floor plans. Each vehicle shall be equipped by the AUTHORITY with an electronic farebox, communication system, i.e., radio programmed to AUTHORITY’S radio frequency, OBVSS, and mobile ticket scanners.

Fiscal Year (FY) 23-24:

VEHICLE	TYPE	CHASSIS	SERIES	TOTAL
New Flyer	40’ Xcelsior	New Flyer	5700/5800	109
New Flyer	40’ Low Floor	New Flyer	5100/7500	81
Gillig	30’ Low Floor	Gillig	6300	12
Aero Elite	F-550	Ford	6300	7

The fleet makeup and size may be adjusted throughout the term of the Agreement as AUTHORITY explores additional vehicle alternatives designed to reduce cost and increase productivity. CONTRACTOR shall immediately advise and provide AUTHORITY written notice of any change in fleet makeup that materially increases the cost of maintenance pursuant to this Agreement.

CONTRACTOR and AUTHORITY shall jointly inspect all vehicles, including all on-board technology and equipment prior to the beginning of the services to ensure all of the vehicles are in good operating condition and in accordance with vehicle maintenance standards described in the scope of work. The initial inspection shall be completed within thirty (30) calendar days of AUTHORITY issuing the CONTRACTOR Notice to Proceed and a final inspection to validate the completion of repairs shall occur thirty (30) calendar days prior to the CONTRACTOR assuming revenue operations.

CONTRACTOR shall, at all times after acceptance of the vehicles and during the contract term, comply with the standards set forth in AUTHORITY's vehicle maintenance program and the CONTRACTOR's approved fleet maintenance program. The CONTRACTOR shall maintain all components of each revenue vehicle including body, engines, transmissions, chassis, electrical, hydraulic, or other operating systems, in proper working condition in a manner compliant with OEM, AUTHORITY, and regulatory requirements. CONTRACTOR shall be responsible for the repair of all vehicles that are damaged. The repair must also be made in compliance with OEM, AUTHORITY, and regulatory requirements and/or standards.

CONTRACTOR may be responsible for the processing and decommissioning of vehicles being retired from revenue service. This can include but not be limited to the removal of decals, communications equipment, and final inspections. Any requested vehicle painting beyond repair of body damage caused by the CONTRACTOR shall be negotiated with the AUTHORITY.

5.2.2 Vehicle Turnback Inspections

Upon termination of the current Agreement and transition to a new CFR Services agreement, the incumbent CONTRACTOR shall in collaboration and under the direction of AUTHORITY conduct vehicle turnback inspections to determine if all revenue vehicles and equipment and all other items the CONTRACTOR is responsible for maintaining have been properly serviced and maintained, and are in good repair, in accordance with this Agreement, and to support the return and transition of equipment, vehicles and other items to AUTHORITY in sound condition. Normal wear and tear shall be excluded.

The inspection will be completed at least ninety (90) days prior to the end date of the Contract that results from this RFP. AUTHORITY, the incumbent CONTRACTOR, and the new CONTRACTOR taking over operations and maintenance responsibility for AUTHORITY, shall participate in the turnover inspections.

If the inspection finds any revenue vehicles and equipment or any other items the CONTRACTOR is responsible for maintaining have not been properly serviced and maintained or are not in a state of good repair in accordance with this Agreement, the CONTRACTOR selected as part of the RFP process shall be responsible to bring those items into compliance for this Agreement. If the CONTRACTOR is unable to bring those items into compliance with this Agreement, the incumbent contractor shall be held financially responsible for the cost of repair or, if repair is impossible, replacement of all items not in compliance with this Agreement. The extent of repair or replacement shall be agreed upon by AUTHORITY, outgoing CONTRACTOR, and incoming CONTRACTOR.

5.2.3 Non-Revenue Vehicles

CONTRACTOR shall provide an sufficient number of non-revenue vehicles to perform operator shift changes and/or reliefs for contracted fixed route service. Revenue vehicles shall not be used for coach operator relief or other support purposes. Non-revenue vehicles will also include those required for maintenance support, and any other support deemed necessary by the CONTRACTOR.

CONTRACTOR shall specify all non-revenue vehicles to be used for this service, to include year, make, model, and mileage.

5.3 Maintenance Software

System and record keeping shall comply with all regulatory requirements. AUTHORITY intends to use INFOR Enterprise Asset Management maintenance software for documenting a comprehensive inventory of all AUTHORITY-owned assets. The CONTRACTOR will be required to use this software system for maintaining and monitoring the asset inventory for all AUTHORITY owned vehicles. The CONTRACTOR shall enter all required data into the system on a daily basis. The CONTRACTOR shall use INFOR Enterprise Asset Management system to record, monitor, and report on all revenue vehicle maintenance, inspections, parts utilization, fueling, and repair activities. The CONTRACTOR will be required to use the system for inventory and work order tracking, reporting and analysis.

AUTHORITY reserves the right to change this system at any time. The CONTRACTOR will be required to utilize any new or updated system provided by AUTHORITY.

5.4 CONTRACTOR Vehicle Maintenance Program

The CONTRACTOR shall have the responsibility to establish and maintain a comprehensive program to perform maintenance on all revenue vehicles to be used for contracted services described in this scope of work.

All maintenance and repairs of vehicles shall be in accordance with AUTHORITY specified standards, whether performed by the CONTRACTOR or authorized subcontractors. Maintenance of AUTHORITY'S fleet shall be done at a time that shall ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles shall be available for service during the service day.

AUTHORITY may inspect, announced or unannounced, the vehicles at any time either at the AUTHORITY base or while the vehicle is in service.

The CONTRACTOR shall maintain AUTHORITY vehicles in such a way as to, at all times, protect AUTHORITY'S investment. CONTRACTOR'S response shall be within the required timeframe to ensure that repairs are done at the point where they shall require the least expenditure.

Examples of this are:

- Repairing an engine miss fire promptly to avoid further engine damage
- Routine oil sampling of engines to avoid catastrophic failures
- Identifying and responding to trends which affect vehicle reliability
- Repairing body damage or graffiti, which affects vehicle appearance

In addition to the CONTRACTOR'S maintenance efforts, AUTHORITY shall periodically conduct oil sampling/analysis as a quality assurance measure.

CONTRACTOR within its maintenance program will include a section addressing shop health and safety that ensures, promotes, and maintains a healthy shop environment that clearly indicates a heightened focus on organization efficiency and a positive safety culture. At a minimum the CONTRACTOR'S maintenance program will require safety and information boards that highlight, safety topics, PPE requirements, service bulletins, new procedures, training updates, goals, performance, trends, and incident reports.

CONTRACTOR'S maintenance program shall also address housekeeping requirements throughout the shop and the CONTRACTOR'S responsibility to keep the shop and work area in a well-organized, safe, and clean condition.

CONTRACTOR'S maintenance program shall address CalOSHA, EPA, California Air Resources Board (CARB), State, Federal, and Local requirements for hazmat storage and removal, and storm water runoff.

CONTRACTOR shall be responsible for complying with the requirements set forth in the Configuration Control Management Plan (CCMP) and AUTHORITY'S Fleet Maintenance Plans (FMP).

5.4.1 Preventive Maintenance

Preventive maintenance on AUTHORITY owned vehicles shall be performed to reduce unscheduled maintenance time and road failures through comprehensive, scheduled, preventive maintenance, which encompasses inspections, repairs, oil analysis, oil and filter changes and engine and transmission performance analysis. The primary goals of the maintenance program are as follows:

- Maintain vehicles in safe operating condition
- Ensure each vehicle is operating at peak efficiency
- Maximize vehicle life
- Minimize vehicle service failures (road calls)
- Minimize loss of accessibility due to equipment failure
- Meet or exceed manufacturers' maintenance requirements
- Maintain vehicle exterior and interior appearance
- Maintain a system of permanent vehicle maintenance records
- Adhere to a strict preventive maintenance schedule
- Administer equipment warranty recovery programs

The Maintenance Manager or his designee will effectively manage and maintain the vehicle maintenance program. The vehicle maintenance program will be subject to constant review and improvements. The maintenance program and procedures shall be updated as the mix of rolling stock and equipment changes.

The Maintenance Manager shall assign sufficient staffing levels to meet the requirements of the maintenance program. The preventive maintenance inspections will be thorough, noting all discrepancies on inspection forms. Supervisors shall open work orders for these discrepancies and assign them to technicians for repair as necessary. Quality control checks shall be conducted by the CONTRACTOR as indicated under the quality assurance section.

CONTRACTOR shall be responsible for all costs of preventive and regular maintenance to AUTHORITY vehicles except for tires for AUTHORITY revenue vehicles. CONTRACTOR's responsibility includes, but is not limited to:

- Body and glass damage due to accident
- Any damage due to vandalism including graffiti, body, and glass damage
- Excessive wear and tear on vehicle (due to CONTRACTOR error/negligence)
- Rim and tire damaged from misuse, abuse, damaged or worn due to poor alignment will be the responsibility of the CONTRACTOR
- Any damage due to improper, lack of or delayed preventive maintenance
- Lost articles and replacements such as fire extinguisher, wheelchair restraints, lap belts, hydraulic pump handle, and lift covers. These shall be part of the vehicle's operating costs and will be supplied by the CONTRACTOR
- Interior damage
- Any damage due to driver or CONTRACTOR negligence
- Wheelchair lift/ramp damage due to negligence
- Fluids, additives, oil, lubricants, refrigerants, and software (nuts, bolts, springs, bulbs, etc.)
- Vehicle transition expenses

AUTHORITY shall be responsible for the labor, parts, and material costs of repairing or replacing "Major Mechanical Components" unless such repair or replacement is due solely to the negligence of CONTRACTOR staff. "Major Mechanical Components" shall be defined as the complete engine, transmission, and differential on AUTHORITY-provided vehicles. Repair or replacement of major mechanical components shall be initiated by CONTRACTOR staff only on the written approval of AUTHORITY's Maintenance Administrator or his/her designee.

On all major mechanical component replacement with core charges, the cores will remain the property of the AUTHORITY and must be returned or exchanged upon removal. The responsible person for the CONTRACTOR's maintenance program shall review and verify all work performed and labor utilized, and will make sure that all information needed, including but not limited to serial numbers for major components has been entered onto the work order. The CONTRACTOR shall ensure that all work orders are readily available for review by the AUTHORITY's Maintenance Administrator.

A Preventive Maintenance Inspection (PMI) shall be performed on each AUTHORITY vehicle at 6,000-mile intervals and 5,000-mile intervals for medium-duty vehicles. PMI shall not occur beyond + 10% from the AUTHORITY or OEM required interval. Maintenance activity shall be based on time intervals, mileage intervals, or engine hours. The CONTRACTOR shall track and record these inspections. The maintenance schedule is designed to protect against major repairs resulting from neglect or inadequate maintenance and to prolong the service life of our vehicles. It is recommended that the CONTRACTOR establish a window of 500 miles prior to the 6,000-mile/5,000-mile limit to ensure the interval is not exceeded. AUTHORITY medium-duty vehicles are classified as heavy commercial use vehicles, which means they are subject to extensive idling, low speed driving and/or carrying heavy loads. Based on this classification the manufacture requires engine oil and filter changes every 5,000 miles, 6 months, or 200 hours of operation (whichever occurs first). To achieve proper engine performance and durability, the CONTRACTOR must adhere to the manufacturer's maintenance lubrication standards to ensure only engine lubricating oils of proper quality and viscosity be used

Per the contractual performance standards, an AUTHORITY vehicle shall not be placed in service if it has traveled more than 6,600 miles since the last PMI, 5,500 miles or 220 hours for medium-duty vehicles. If a vehicle is out of compliance or has not met AUTHORITY's preventive maintenance standards, it shall be red-tagged and removed from service. Failure to comply with these standards will result in nonpayment of service operated by that vehicle from the time the last inspection was due. In addition, the CONTRACTOR may be subject to additional specified penalties.

5.4.2 Maintenance Repair Procedures

CONTRACTOR shall perform all the necessary and required maintenance and repair work to AUTHORITY-owned vehicles as recommended by the manufacturer. The preventive maintenance program will consist of several schedules for various types of maintenance services. These schedules are coordinated with one another to cause those vehicle components, which must be inspected and/or serviced most often to receive service on the most frequent schedule, while those that need be serviced less often are scheduled according to that need.

CONTRACTOR shall ensure that all vehicles subject to their control and all required accessories on the vehicles are regularly and systematically inspected, maintained, and lubricated to ensure they are in safe and proper operating condition. The CONTRACTOR shall have a means of indicating the types of inspections, maintenance, and lubrication operations to be performed on each vehicle and the date and mileage when these operations are due.

All vehicles will require progressive preventive maintenance inspections designed so that the intervals for each type of inspection are multiples of one another. There will need to be a series of at least four inspections; however, more levels of inspections may be required. Inspections will be determined by vehicle mileage and/or engine operating hours and equipment type.

In addition to the basic preventive maintenance inspections, there are a series of supplemental inspections, based on vehicle type that will need to be included. Inspections shall be scheduled efficiently to minimize maintenance downtime and to ensure adequate revenue vehicle availability. Included below are the required supplemental inspections:

- Fire suppression system testing, inspection, and calibration
- CNG tank inspections
- Heating, ventilation, and HVAC inspection
- Wheelchair lift/ramp inspection
- Front wheel bearing service
- Rear axle endplay and differential service
- Two (2)-year alternator bearing replacements (Delstar & EMP alternators)
- Engine tune-up service
- Brake treadle service
- Kneeling valve inspection
- Air drier service

Engine performance will be monitored through a comparison of fuel and oil mileage and performance checks. If fuel and oil mileage decline, action will be taken to determine the cause and corrective action will be taken.

Steam cleaning of the engine and undercarriage shall be performed at each scheduled preventive maintenance inspection. Precautions are necessary to protect all electrical components, openings, and wiring from the full force of the cleaning nozzle. Personal protective equipment will be required to perform this task.

5.4.3 Oil Analysis

As part of its maintenance program, the CONTRACTOR shall implement an approved fluid analysis program. At appropriate intervals, the CONTRACTOR shall retrieve samples of the required fluids and have the samples analyzed at a facility approved by AUTHORITY. The Maintenance Manager or designee will ensure that oil samples are pulled in a timely manner. Engine, transmission, and differential oil samples will be taken at each inspection on all buses. Samples will be taken from the components at normal operating temperature. Shift Supervisors will ensure that sample bottle labels include vehicle number and the date the sample was taken. Oil samples will be turned into the parts room for shipment to the laboratory.

The Maintenance Manager or his designee promptly upon receipt will review all reports. If corrective action is necessary, work orders will be initiated to correct the defect. If critical oil sample reports are reported, immediate notification to the AUTHORITY is required. Failure to comply with CONTRACTOR's approved fluid analysis program shall result in performance penalties listed in Section 13.

5.4.4 Brake Performance Testing

Brake performance testing shall be performed at each scheduled preventive maintenance inspection on all buses with hydraulic disc brake systems. The purpose of this required practice is to provide a uniform method and criteria for testing and verification of brake system performance. Deficiencies uncovered during brake system performance testing should be corrected and documented in accordance with CONTRACTOR's maintenance policy and/or OEM recommendations.

CONTRACTOR shall develop and execute training programs that provide technicians with the knowledge and skills necessary to perform the tasks outline in this recommended practice safely and effectively. A minimum of one of the following tools are recommended for the in-service testing of transit bus brake systems:

- VIS-Check Performance Based Brake Tester (AUTHORITY- provided)
- Vericom VC4000PC Electronic Deceleration Measuring Device
- Tapley (BM) Mechanical Deceleration Measuring Device

AUTHORITY will maintain the VIS-Check tester; however, CONTRACTOR shall provide a backup system in the event of equipment failure or maintenance downtime.

5.4.5 Fleet Inspections and Campaigns

AUTHORITY reserves the right in its sole discretion to review maintenance records, and to inspect and remove temporarily or permanently, by notice to the CONTRACTOR, any vehicle which AUTHORITY deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns. Fleet inspections will be necessary to identify defects or safety related items with vehicles and equipment to identifying common component failures and to establish a fleet defect rate. Inspection results will be essential for warranty recovery efforts and to ensure vendors are maintaining our equipment properly to protect the AUTHORITY's investments during warranty periods or internal campaigns.

To efficiently manage fleet vehicles and equipment cooperative campaigns will be required for tracking federal safety recalls ensuring compliance, monitoring manufacturer's service bulletins, managing special projects, and managing state mandates and specifications.

AUTHORITY inspection reports will be provided, and any deficiencies identified will be repaired by the CONTRACTOR within seven days. If the CONTRACTOR requires more time for repair,

a request for a time extension along with a documented justification will be submitted to AUTHORITY with a specific time duration requested to correct the deficiency.

5.4.6 Brake Pit Safety Inspections

Brake and vehicle undercarriages will be inspected weekly for any items that are potential safety related defects or may result in possible road call failures. The weekly inspection shall include a complete visual and operational inspection of the steering, suspension and brake components and safety devices. The following minimum guidelines are defined to assist mechanics during brake pit inspections:

- Minimum brake lining thickness
- Integrity of the braking system
 - a. Cracked or distorted rotors, drums, or lining thickness
 - b. Brake lines and hoses
- Engine
 - a. Fluid leaks
 - b. Mounts
 - c. Exhaust system leaks
 - d. Exhaust hangers
- Transmission
 - a. Fluid leaks
 - b. Driveshaft condition and phasing
 - c. Universal joints
- Suspension
 - a. Structural cracks
 - b. Loose hardware
 - c. Other abnormal conditions
- Tires
 - a. Bald (min. 4/32" for front tires and min. 2/32" for rear tires)
 - b. Sidewalls
 - c. Flat
 - d. Imbedded objects

Brake pit inspection records shall be retained and available for review at any time. Work orders shall be initiated on any vehicle which has reached or exceeded the maximum wear limits on brake pad lining, or any repairs identified during the inspection process.

In addition to these scheduled inspections, service workers on a daily basis shall visually check all buses during servicing for body damage, flat tires, inoperative lights, loose or broken seats, and oil, water, or air leaks. These discrepancies shall be noted on a defect report and turned in to the shift supervisor for repairs.

5.4.7 Quality Assurance

CONTRACTOR shall establish a quality assurance program to ensure that the vehicles are maintained properly and are functioning properly before a vehicle is put into service.

Quality assurance will implement a method of follow-up inspection and review of records to effectively measure the degree of success with the in-house quality control effort. This method may include planned and/or random observations of completed work or work in progress.

Progressive inspections shall be conducted on all brake repairs and steering system repairs resulting from Driver Vehicle Inspection Reports (DVIR). Progressive inspections will be conducted for the following reasons:

- To ensure that the repairs being performed is being done in the proper sequence throughout the procedure
- To ensure that the parts are being installed correctly
- To ensure that the parts used are correct and serviceable
- To ensure that the repairs are performed in accordance with the procedures outlined in the Original Equipment Manufacturer (OEM) technical manual
- To ensure the proper tools are used to complete repairs

Completed inspection forms, work orders, and DVIR's shall be reviewed on a regular basis by the maintenance manager to ensure compliance.

AUTHORITY reserves the right to conduct quality assurance reviews of the CONTRACTOR's maintenance practices. CONTRACTOR shall remedy any AUTHORITY quality assurance findings resulting from these reviews expeditiously and in accordance with AUTHORITY's written corrective action correspondence.

5.5 Maintenance Data Collection and Reporting Requirements

The CONTRACTOR shall utilize a shop work order form similar to that used by AUTHORITY to record the labor, parts, and materials required each time preventive maintenance and repairs are performed on an AUTHORITY vehicle. CONTRACTOR's shop work order form shall be approved by AUTHORITY. This information shall be used by the CONTRACTOR to maintain and prepare required maintenance reports for submission to AUTHORITY and shall be retained in the permanent vehicle file for each assigned vehicle.

The CONTRACTOR shall complete and keep records of the following reports:

- Daily Vehicle Inspection Report
- Work Order
- Road Call Report
- Tire Service Reports
- Daily Vehicle Hold Report and Activity List
- Daily Scheduled PMI Report
- Monthly Vehicle Detailing Report
- Daily Servicing Record
- ITMS Communication Equipment Repair Report
- Staffing Report

5.5.1 Daily Vehicle Inspection Report

Reports from the bus operators showing defects shall be a permanent part of the vehicle files. Reports from bus operators without defects shall be kept for a minimum of thirty (30) days.

5.5.2 Daily Vehicle Hold List

CONTRACTOR shall provide a daily vehicle hold list of all vehicles out-of-service. Report will document all scheduled work and work that is in-progress or waiting for labor and or parts. The daily vehicle hold list will document the estimated date each vehicle will be returned to service. This report shall clearly identify the vehicle as being out-of-service, date defects were identified, date vehicle was placed out-of-service, date vehicle will be repaired and returned to service, a description of the defect(s), and total days vehicle has been out-of-service.

5.5.3 All Other Reports

At the end of each accounting period, the CONTRACTOR shall summarize all maintenance activities performed during that period. All reports must be ready no later than the third regular working day after the end of the period for the AUTHORITY Maintenance Administrator's review. Listed below are the monthly reports required:

- Vehicle Mileage Report
- Road Call Mileage Report
- Radio/MDT Communication Defect Report
- Major Component Replacement Invoice Summary
- Vehicle Detailing Report
- Fuel Report
- Refrigerant Usage Report
- Accident Report
- Paint Coating and Solvent Usage Report

These reports are not required to be a part of the vehicle history files.

5.5.4 Monthly Vehicle Mileage Report

The monthly mileage report shall include all assigned vehicles regardless of service status. The report must include starting, ending, daily average and total mileage for each vehicle. The grand total mileage of all vehicles must be included on the mileage-traveled portion of the report.

5.6 Vehicle Cleanliness, Aesthetics Requirements

To facilitate customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage (other than minor scratches) and graffiti (**ATTACHMENT 12**, Graffiti Policies and Procedures). If vehicles are inspected by AUTHORITY staff and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice shall be served to CONTRACTOR and CONTRACTOR shall take all necessary actions to correct said non-

compliance. CONTRACTOR shall be subject to performance penalties under Section 13, until the condition is corrected by CONTRACTOR to the satisfaction of AUTHORITY.

5.6.1 Exterior Vehicle Cleaning Standards

The exterior of each vehicle shall be washed at least three times weekly unless inclement weather dictates additional cleaning. Vehicle cleaning shall consist of, at a minimum:

- Driving the vehicle through AUTHORITY-provided bus wash system
- Clean inside of all windows, removing all dust, fingerprints, and handprints
- Remove all dust from seats, dashboards, wheel wells, rails, ledges, and stanchions
- Sweep all floor areas; mop all liquid spills
- Ensure the bus is free of all paper, gum, and debris
- Repair all damaged seats
- Daily removal/repair of graffiti
- Empty vehicle trash receptacle

5.6.2 Monthly Major Cleaning Standards

The interior of the vehicle shall receive a complete major cleaning, at minimum, every thirty (30) days, which shall be documented listing the vehicle number and date of major cleaning. Documentation shall be included in the monthly maintenance reporting package.

The monthly major cleaning shall consist of all the items included in daily cleaning standards as well as:

- Driver's Area – Clean driver's area with soap and water, to include dash panel, side panels, and vinyl/plastic portion of seat and visors
- Passenger Area – Clean passengers' area with soap and water to include side panels ceiling, ventilation vents, roof, vents/hatches, vertical/horizontal railing, window frames and vinyl/plastic/metal portion of seats
- Seats – Clean all seats to include cushions and backs, by brushing, vacuuming and, if required, gum removal and/or local scrubbing of spots/stains
- Floors – Clean flooring areas with soap and water to include driver's area, passenger area, wheel housings, steps, and ramps/wheelchair lifts. All gum, spots, and stains shall be removed from the floor
- Interior glass – Clean all glass/acrylic and/or window protectors with glass cleaner, and replace graffiti window guards, as necessary
- Exterior Glass – Clean all exterior glass/acrylic of water/mineral spotting.
- Interior Light Fixtures – Inspect lights for cleanliness. Disassemble, clean, and reassemble all overhead light fixtures, as needed
- General – In general, all areas of the bus interior shall be subject to the removal of debris, gum, and graffiti

Extreme care must be taken, and safeguards established to protect all electrical components and systems from water damage during the cleaning process. Under no circumstance will free-

flowing water (water hoses), or power sprayers be allowed in the interior of the bus. Use damp mops and rags only. Any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced immediately to eliminate hazards, minimize discomfort, and/or maintain appearance. The regular cleaning procedure must include all areas of the vehicle including bumpers, aluminum wheels, windows, panels, and seats. Seat inserts will be removed, and steam cleaned at least semi-annually and at any time stains or odors are apparent. Cleaning procedures and schedules are minimums as vehicles must always be clean and presentable.

5.6.3 Detailed Cleaning and Pesticide Application Services

AUTHORITY's pest management program consists of licensed pesticide application and contractor-provided detail-cleaning services. Bus cleaning schedule is on a three (3)-month cycle and shall maximize weekend cleaning and minimize weekday service disruptions. Each scheduled bus shall be inspected by the CONTRACTOR within four (4) hours of completion. The inspection shall consist of a visual check to ensure the level of quality is within standards. Verification of work forms (**ATTACHMENT 13**, Verification of Work for Bus Cleaning) and invoices for services shall be given to the AUTHORITY's maintenance administrator upon receipt.

5.7 Accident Repairs

Damaged vehicles due to accidents shall be promptly reported and repaired by the CONTRACTOR. The CONTRACTOR must keep a daily accident repair log. In cases where major repairs (defined as damages requiring repairs valued in excess of \$1,000.00) are to be performed, pre-approval is required by AUTHORITY Maintenance Administrator. All body and glass damages are the sole responsibility of the CONTRACTOR and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests must be submitted in writing to the designated AUTHORITY Maintenance Administrator who shall make the recommendations. Consistent with AUTHORITY's standards, vehicles with body damage other than minor scratches shall not be released into revenue service until repairs have been completed.

If accident damage repairs are not performed by the CONTRACTOR for any reason within the CONTRACTOR's control, it shall be the responsibility of the CONTRACTOR to secure a reputable collision repair vendor or vendors. The movement of vehicles to and from the facilities shall also be the responsibility of the CONTRACTOR.

CONTRACTOR shall supply, maintain, and apply or remove, as required, all decals and signage specified by AUTHORITY, California Highway Patrol (CHP), and ADA, and any other applicable standards and/or regulations. The Contractor shall also be responsible for the cost of replacing license plates and decals on revenue vehicles when necessary due to damage or wear and tear.

CONTRACTOR body technicians must be fully skilled in automotive body repair and be knowledgeable of automotive parts, body materials, and electronics. The body technicians shall

have the ability to follow instructions and diagrams in technical manuals and to make precise three-dimensional measurements of the position of one body section related to another. Master collision repair or refinish technicians or their equivalent are preferred.

CONTRACTOR shall establish and maintain a respiratory protection program to help reduce employee exposure to occupational air contaminants and oxygen deficiency. The established policy shall meet all requirements under the California Code of Regulations, Title 8, Section 5144.

5.7.1 Paint Booth

General spray coating operations shall be confined to properly designed, constructed, and adequately ventilated spray booths, which meet all California Code of Regulation, Title 8, Section 5153 requirements. AUTHORITY shall provide and maintain the approved paint booths for bus painting activities. CONTRACTOR shall comply with all AUTHORITY safety rules, regulations and CalOSHA requirements. CONTRACTOR shall ensure all work areas and surfaces are kept clean, dry, and orderly and shall store toxic materials properly and dispose of all paint preparation materials in accordance with all applicable laws and regulations. CONTRACTOR shall keep containers closed to prevent evaporation, spills or contamination and supplies and materials shall be secured in fireproof cabinets. All containers shall be properly labeled, including waste containers.

5.8 Fueling

The vehicles assigned for operation under this contract utilize compressed natural gas (CNG) fuel. AUTHORITY will supply fuel for revenue vehicles. CONTRACTOR shall be responsible for reporting any fueling related equipment problems that may occur during the fueling process. The CONTRACTOR will be responsible for any damage caused by employee negligence of any equipment related to the fueling procedures. CONTRACTOR is responsible for dispensing consumables in a safe manner and in compliance with all applicable and governing regulations.

All vehicles are required to be fueled daily unless otherwise approved by AUTHORITY's Maintenance Administrator.

A fuel handling policy shall be provided to effectively provide clear, concise directions to CONTRACTOR employees to provide them with a safe work environment when handling the different types of fuels. This applies to all employees involved in the receipt, storage, delivery, dispensing of fuel, or the de-fueling of vehicles (**ATTACHMENT 14**, Fuel Handling Policies and Procedures).

In the event of on-site vehicle fueling interruptions from equipment failures, fuel supply issues, natural disasters or other emergencies, backup fueling shall occur at other AUTHORITY bases and/or off-site commercial fueling locations.

CONTRACTOR will be responsible for the cost of any unaccounted or unauthorized fueling.

5.9 Fluid Management System

Fleet Watch is AUTHORITY's Web based fuel management system used to track fuel, mileage, and lubricants for revenue vehicles. The CONTRACTOR's access to this application will be provided via Citrix. Installation, configuration, and troubleshooting of Citrix client software and functionality will be the responsibility of the AUTHORITY's IT Support Group. Vehicle mechanical work and programming shall be assigned to a certified journeyman mechanic with special training on automated fuel system diagnostics and repairs.

AUTHORITY owned vehicles shall have the engine oil, transmission oil, coolant level, and power steering fluid level checked and replenished as needed at a minimum of two times a week. The gathering of data is necessary to track trends, costs, prepare reports, and aid in maintaining a planned maintenance program. Reports shall be available indicating the date, vehicle, quantity, and type of consumable uses. Information on vehicles consuming excessive fuel or oil must be relayed to the CONTRACTOR'S Maintenance Manager so that the vehicles can be scheduled for repair.

5.10 Vehicle Fire Suppression System

AUTHORITY owned vehicles are equipped with fire suppression systems that provide continuous monitoring of vehicle hazard areas. It responds to fires caused by electrical wiring faults, lubricants, and other flammable fluid leaks. If a fire is detected, the system will alert the driver with both audible and visual alarms. A time delay allows the driver the capability to bring the vehicle to a safe stop prior to activation of the fire extinguisher and engine shut down. The system can also be manually activated immediately by the driver and will automatically transmit activation over the ITMS radio system. Regular maintenance is required on the system and shall be performed by trained technicians. In order to perform the recommended maintenance special test equipment is required and is the responsibility of the CONTRACTOR.

5.11 Red Tagged Vehicles

If in the opinion of AUTHORITY, the vehicle does not meet AUTHORITY safety standards as outlined in the Scope of Work, it may be "red-tagged." A vehicle that has been "red-tagged" shall not go into service and/or shall be immediately removed from service. A "red-tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the CONTRACTOR and verified by AUTHORITY.

Vehicles that have been identified as unqualified to drive during AUTHORITY compliance inspections shall be put on hold and signage posted in the driver's area identifying out-of-service conditions (**ATTACHMENT 15**, Red Tag Vehicle Flyer).

The following occurrences shall qualify a vehicle for "red-tagging:"

- Fire suppression system fault
- Inoperative onboard video surveillance systems

- Safety equipment missing (per vehicle code requirements)
- Wheelchair lifts/ramps inoperative
- Wheelchair lift restraints missing or inoperative
- Tires: Flat, uneven wear, embedded objects or bald
- Loose or missing lug nuts
- Passenger door and transmission interlocks inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Abnormal engine noises
- Brake lining out of specifications
- Fluid leaks
- Air conditioning, heating, and ventilation systems inoperative
- Exhaust system leaking or damaged
- Steering with excessive play
- Vehicles with body damage
- Any noncompliance with Federal Motor Vehicle Safety Standards (FMVSS) and other governing agency safety, vehicle operation regulations

5.12 Quarterly Pull-out Inspections

At the time of the quarterly pull-out inspections, AUTHORITY shall rate the CONTRACTOR'S performance based on the California Highway Patrol (CHP) Terminal Inspection requirements. If the CONTRACTOR'S maintenance performance is substandard, AUTHORITY shall submit, by the end of the next business day, a corrective action plan and the timeline for compliance. In the event a vehicle is removed by AUTHORITY because of deficient vehicle condition or appearance, the CONTRACTOR shall take immediate action to address that condition or appearance. AUTHORITY inspections will be documented, and any deficiencies identified will be repaired by the CONTRACTOR within five days. If the CONTRACTOR requires more time for repair, a request for a time extension along with a documented justification will be submitted to AUTHORITY along with a specific time duration requested to correct the deficiency.

5.13 Daily Vehicle Inspection Reports

Each coach operator shall inspect vehicles daily before pulling out of the yard in accordance with State requirements. If there are any defects, the vehicle operator must enter the defects on a Daily Vehicle Inspection Report (DVIR) as required by the California Vehicle Code (**ATTACHMENT 16**, Daily Vehicle Inspection Report). If there are no defects, the coach operator must sign and date the DVIR prior to leaving the yard. The DVIR shall remain with the vehicle for the duration of the day and shall be replaced daily.

Vehicles with DVIR's showing defects noted by the coach operator or inspector during any inspection shall be noted on a Defect Report. Appropriate action shall be taken by the

CONTRACTOR to correct defective items noted in a defect report prior to the operation of the revenue vehicle. Revenue vehicles shall not be operated with defects or other required repairs that make them unsafe to operate. A record shall be kept, and the original inspection sheet shall be completed for all defects noted during other than PMI inspections that are not immediately repaired. Such defects will be repaired on the next scheduled PMI.

5.14 CHP Terminal Inspections

Every twelve (12) months, twenty percent of the fleet will be randomly selected by the California Highway Patrol (CHP) for inspection as part of their annual safety compliance terminal inspection. The CONTRACTOR shall be responsible for all repairs made in preparation for the inspection as well as those identified by the CHP inspection. CONTRACTOR shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. In addition, the CONTRACTOR shall be responsible for the preparation of vehicle files, vehicle operator records, and logbooks that may be requested during the inspection. In the event CONTRACTOR's terminal inspection does not receive a satisfactory rating, AUTHORITY will impose penalties as specified in the contract incentives and penalties matrix. CONTRACTOR shall notify AUTHORITY's Maintenance Administrator of CHP related business, e.g., vehicle operator complaints, inspections, etc.

5.15 Parts and Materials

CONTRACTOR shall ensure that all mechanical parts and material meet or exceed O.E.M. specifications. Fluids, oil, lubricants, refrigerants, and software (nuts, bolts, springs, bulbs, etc.) as well as replacement of fire extinguisher, and wheelchair tie-down straps are vehicle-related costs and shall be supplied by CONTRACTOR. The American Petroleum Institute (API) must certify engine oils and other lubricants must equal or exceed AUTHORITY and manufacturer's standards. CONTRACTOR shall not use supplemental engine oil treatments. The use of chemical additives could lead to engine damage, which would void any existing warranty.

CONTRACTOR shall maintain a sufficient number of parts and supplies from the OEM or parts and supplies that are better or equal in quality and service. AUTHORITY reserves the right to reject the use of any after-market product and supplies where the CONTRACTOR has not proven to AUTHORITY those items are equal or better in quality or service to the OEM product. In no case shall the CONTRACTOR purchase or use parts that will void vehicle, system, or component warranties. Rolling stock, spares, and capital assets shall not be stripped of parts to use on other equipment.

5.16 Parts Inventory

CONTRACTOR's parts inventory shall be adequate to support vehicle fleet size so that work is not interrupted or unnecessarily delayed. Inventory management and approval of re-order points and parts-issues procedures should be within the direction of the Maintenance Manager. To identify part costs by vehicle, a record of parts issued to individual vehicles must be kept. Repair orders may be used to enter parts issued to the vehicle and to adjust inventory. It is critical that parts usage by vehicle be captured if accurate costs are to be presented.

5.17 Fare Equipment

On-vehicle fare collection is accomplished with GFI Odyssey Validating Farebox systems. Revenue is collected each day using GFI Revenue Collection System. Fareboxes can accept bills, cash, and magnetic strip cards as passenger fare payment.

OCTA is responsible for the maintenance of the onboard fare collection systems and fare collection equipment located at each bus fueling service island.

5.18 Vehicle Communication Equipment

OCTA shall maintain the Intelligent Transit Management System (ITMS) communications system to include preventive maintenance, diagnosis, repair and all associated material and components. The ITMS mobile radio system is an integrated system, consisting of the following:

- Harris M-7300 Mobile Radios
- IVU-3100 System Processor
- Orbstar MDT
- DR600 Annunciator
- Destination Sign Systems

Maintenance of all AUTHORITY-provided equipment shall be provided with the exception of damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse, or loss. Hand-held mobile radios shall be provided for field supervision purposes. A daily radio/MDT defect list shall be made available to AUTHORITY electronic support technicians and work orders generated describing defects. Radio/MDT communication defect reports shall be included in the monthly maintenance reporting outline radio repair activity. CONTRACTOR shall be responsible for the replacement of handheld radios that are damaged, lost, or misplaced.

5.19 On-Board Video Surveillance System (OBVSS)

AUTHORITY shall provide onboard digital video surveillance equipment, services, and maintenance for all assigned vehicles. The systems will consist of at least seven cameras, five (5) interior, one (1) forward-facing, one (1) curbside, and audio microphone and motion detection (**ATTACHMENT 17** 51XX Vehicle Layout, **ATTACHMENT 18** 57XX Vehicle Layout and **ATTACHMENT 19** 63XX Vehicle Layout). Maintenance of all AUTHORITY-provided OBVSS equipment shall be provided except for damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse, or loss. Vehicles with an inoperative system shall not be placed into revenue service until repairs are completed. Vehicles with faulty equipment shall be reported to AUTHORITY's Maintenance Administrator or designee for purposes of scheduling repairs.

5.20 Engine Anti-Idling Requirements

CONTRACTOR shall develop and implement a vehicle idling policy that follows California Code of Regulations Title 13 Section 2480 and 2485. Such policy must include allowed idling times, situations, locations, and provide specific monitoring and documentation program. The policy

will apply to all revenue vehicles. CONTRACTOR is responsible for all fines for violating State or County engine idling regulations.

5.21 Road Calls

In the event of a vehicle failure while in service, CONTRACTOR shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure the continuation of service. CONTRACTOR shall develop a plan that results in minimal service disruption to ensure service and on-time performance.

Upon notification by Central Communications or Window Dispatch of a road call, the Maintenance Shift Supervisor shall dispatch a Road Call Mechanic and/or tow truck depending on the circumstances. Upon receiving notice, the Road Call Mechanic shall be prepared to leave the base yard within five (5) minutes.

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. At no time will the vehicle be left unattended. If the vehicle has been damaged by collision or fire and must be towed, the CONTRACTOR shall comply with all applicable state and local regulations and restrictions in towing or otherwise removing vehicles.

CONTRACTOR shall be subject to performance penalties under Section 13 if a vehicle is not towed from the scene within two (2) hours after the first report.

Vehicles in a breakdown priority quick clearance zone, such as freeways transition ramps and carpool lanes, shall be cleared **within thirty (30) minutes** to minimize traffic congestion and prevent follow-on incidents caused by breakdowns.

Mechanics performing road calls must possess sufficient skills and training to complete any road call repair. Supervisors must ensure that road call mechanics are properly trained in radio procedures and have a thorough knowledge of safety procedures while performing road calls. CONTRACTOR shall be responsible for ensuring road call vehicles are properly maintained with adequate parts, fluids, and equipment to facilitate prompt responses. The road call mechanic is required to have any tools that could reasonably be expected for use on a road call.

Responding to fire suppression alarms and/or gas leaks onboard AUTHORITY's Compressed Natural Gas (CNG) powered buses operated outside the bus base requires two levels of response and notification procedures. See (**ATTACHMENT 20**, Methane Alarm and Leak Policy).

Maintenance Managers or Supervisors shall determine the root cause of all mechanical road call failures and report the disposition of all road call repairs to the AUTHORITY's Maintenance Contract Administrator on a weekly basis or more frequently, if needed.

The Road Call Report shall be used each time CONTRACTOR staff responds to a road failure whether or not a vehicle has to be exchanged or replaced due to a malfunction or a mechanical problem (**ATTACHMENT 21**, Road Call Report).

5.22 Vehicle Tires

Revenue vehicle tires shall be supplied and maintained as part of AUTHORITY's contract with an outside vendor to include wheel changes, balancing front wheels, keeping tires inflated to recommended pressure and mounting and dismounting tires from wheels. A designated work area will be provided to the tire vendor.

CONTRACTOR shall maintain vehicle suspensions and steering in accordance with the vehicle manufacturers' alignment specifications. Abused, damaged or alignment-worn tires shall be charged to CONTRACTOR at a prorated cost.

CONTRACTOR shall be responsible for providing sufficient inventory of wheels for the tire provider to maintain the AUTHORITY'S established spare wheel ratio and replace wheels damage in accidents or by negligence.

CONTRACTOR staff shall interact daily with AUTHORITY's tire service provider for flat repair and tire related problems as identified. Tire service provider shall provide reports that include daily tires on-off activity, weekly fleet tire inspections and monthly fleet summary of tire condition. Tire condition report includes air pressure, tread depth, cuts, recap condition where applicable, sidewall damage, obvious embedded objects, etc.

Torque specification will be initially set by the tire service provider to wheel manufacturer specification on all wheels removed. CONTRACTOR shall be required to re-check the wheel lug nut torque after 500 miles of operation. All wheel nuts will be hand-torqued with a Ratchet Head (click type) torque wrench. All torque wrenches shall be certified annually for accuracy and calibration certificates available for review.

5.23 Vehicle Heating Ventilation Air Conditioning (HVAC)

HVAC system inspection and maintenance shall be performed in accordance with OEM requirements or more frequently to achieve AUTHORITY's expectations that this equipment is always functional during revenue vehicle operation. If the heating or air conditioning on a revenue vehicle fails to function properly while in service, the CONTRACTOR shall replace such revenue vehicle within ninety (90) minutes after the failure was reported. The Contractor shall perform yearly preventative maintenance inspections on HVAC systems to ensure systems are 100% operational throughout the year. Preventative maintenance will include all components, lubricants, mechanical and electrical connections. Preventative maintenance will also include cleanings, as well as repairs, checks and adjustments. Supplemental HVAC preventive maintenance inspection forms shall be developed as part of the CONTRACTOR's maintenance program.

5.24 Engine Tune-Up Service

Engine tune-ups must be performed as per the engine manufacturer's specifications. The tune-ups must be performed at OEM and/or AUTHORITY required intervals or earlier as usage and performance dictates. All valve settings and engine codes will be addressed and recorded in the work order for AUTHORITY's review.

5.25 Vehicle and Component Warranty Maintenance

CONTRACTOR shall be responsible for the exercise and enforcement of all warranties relating to all revenue vehicles and all systems, components, and subcomponents and shall also be responsible for taking all available and reasonable actions to ensure that all warranty covered repairs or service bulletin repairs are performed in a timely fashion. CONTRACTOR shall conduct inspections, troubleshooting, and repair work in a manner to identify circumstances where AUTHORITY's warranties may apply. All repair work shall be performed in a manner that will preserve all applicable warranties. Failure to exercise warranties or perform service bulletin repairs or updates will not relieve CONTRACTOR of current or future responsibilities for repair. If the Contractor fails to adequately protect AUTHORITY's warranty interests, as solely determined by AUTHORITY, all costs arising from such failure shall be the responsibility of the CONTRACTOR.

CONTRACTOR shall promptly notify AUTHORITY 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.

CONTRACTOR shall obtain manufacturer and AUTHORITY's authorization to perform in-house warranty repairs. Vehicles shall be transported at the CONTRACTOR'S expense to an authorized warranty service provider.

5.26 Transportation

CONTRACTOR shall be responsible for the movement of vehicles within Southern California. If repairs, maintenance, or warranties are to be performed at locations other than CONTRACTOR's premises, CONTRACTOR shall provide transportation to and from the repair location.

CONTRACTOR shall perform quality control inspections on vehicles returning from off-property repairs ensuring vehicles are safe to return into service. CONTRACTOR shall also provide transportation of replacement parts and equipment from selected vendors.

As new vehicles are added to the fleet and retired vehicles are removed, it is the CONTRACTOR's responsibility to provide operators or a drive-a-way service to relocate vehicles as needed.

5.27 Shop Tools and Equipment

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools (Vehicle Diagnostic Tools and Equipment, Electronic Testing Equipment, Torque Wrenches, Alignment Equipment, etc.) to perform the necessary maintenance tasks required to meet AUTHORITY's standards and requirements as described herein. Said tools must be regularly calibrated and maintained to equipment manufacturers' specifications. AUTHORITY provided shop equipment and tools are identified in (**ATTACHMENTS 22 and 23**, Tools and Equipment List, Irvine/Sand Canyon and Anaheim, respectively).

Prior to contract startup, CONTRACTOR will be required to provide a detailed inventory list outlining all proposed tools, diagnostic instrumentation, and equipment to be used on AUTHORITY vehicles.

5.28 Fire Lane Enforcement

AUTHORITY will establish the parking and no-parking areas within the property in accordance with Section 22658.2 of the California Vehicle Code and OCFA Guideline B-09. All fire lanes shall be maintained and in no event shall parking be permitted along any portion that requires fire lanes or any area designated as a fire lane for turn-around purposes during occupancy. First-time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all costs incurred in remedying such violation, including without limitation towing cost, citations, and legal fees.

5.29 Safety

In addition to CONTRACTOR's own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are standard in the industry and/or required by the AUTHORITY.

The CONTRACTOR shall observe all AUTHORITY safety work rules, regulations pertaining to sexual harassment, and a drug and alcohol-free environment while on property and/or while on duty.

Due to the level of activities at AUTHORITY facilities and the large number of vehicles and employees, yard congestion and safety is a viable concern. In order to avoid personal injuries or property damage, the following procedures shall be followed in order to promote yard safety.

- Maximum yard speed is 10 M.P.H.
- Yield right-of-way to coaches backing out of the shop and parking stalls
- Sound horn three times and check for clear passage before backing vehicles
- Follow designated yard directional traffic flow. Do not drive across bus stalls
- Always be courteous and professional; never demand the right-of-way to the extent of causing an accident
- Stop at designated "stop" markings in yard
- Pedestrian traffic in or out of the vehicle access gates is prohibited
- All field technicians and contractors must wear appropriate reflective vest at all times while on AUTHORITY property

- Contractors and vendors are required to check in and check out with the on-duty Maintenance Supervisors

5.30 Environmental Requirements

- Spill Prevention Control and Countermeasure (SPCC) Plan. The CONTRACTOR is required to comply with the SPCC Plan for the facility
- Hazardous Material Business Plan. The CONTRACTOR is required to create, implement, and maintain a Hazardous Material Business Plan during the term of this Contract. The CONTRACTOR shall be responsible for the proper handling, use, and storage of all waste oil and hazardous materials produced at the facility, for the containment and clean-up of spilled fuel, oil, and hazardous materials, and for all other environmental requirements in applicable Federal, State, and local laws and regulations
- Spill Response Management Procedures Manual. The CONTRACTOR shall create, implement, and maintain a Spill Response Management Procedures Manual to properly manage the Facility. At a minimum, the Manual shall include a plan for the containment and cleanup of spilled fuel, oil, and any hazardous materials. Such manual will be submitted to AUTHORITY for review and approval within thirty (30) days of Notice to Proceed

CONTRACTOR shall monitor and notify the designated AUTHORITY personnel immediately by phone of any incident with possible environmental impacts, regardless of the responsible party. This notification will not relieve the CONTRACTOR from its obligation to initiate and supervise cleanup and disposal of spilled material.

CONTRACTOR shall be prepared to respond to spills and environmental emergencies at all times regardless of cause. The CONTRACTOR shall retain an Environmental subcontractor that shall respond immediately in the event of uncontained releases of hazardous materials or incidents involving biohazards, including fatal incidents or major injuries on AUTHORITY property.

SECTION 6: TRAINING AND SAFETY PROGRAMS

CONTRACTOR shall ensure that all personnel assigned remain trained to proficiency as appropriate to their duties. Training shall be provided in a manner that conforms with all federal, state, and local laws and ensures that AUTHORITY's contractual and operational objectives are met. CONTRACTOR shall establish and document the proficiency of its employees, including, without limitation, test and observation results, and training undertaken and be prepared to demonstrate to the reasonable satisfaction of AUTHORITY that such level of training has occurred and is maintained.

CONTRACTOR shall ensure that personnel complete initial training before providing any service and that personnel and subcontractors receive continuous training, that is non-punitive, as appropriate to their duties, responsibilities, and requirements. CONTRACTOR must also

provide a retraining program for incidents (as determined by AUTHORITY) of non-compliance to AUTHORITY's policies and procedures for drivers.

6.1. Vehicle Operator (Driver) Training

CONTRACTOR shall be responsible for all training of Bus Operators including training on OCTA organization, service policies, passenger fares and overview of other OCTA services. OCTA shall provide the CONTRACTOR with OCTA's policies and procedures for safety and training. CONTRACTOR shall be responsible for the provision of qualified training staff to conduct behind-the-wheel, classroom, and other required training as determined by the CONTRACTOR. In addition, CONTRACTOR shall be responsible for providing any vehicles required for Bus Operator training activities.

6.2 Training Standards

CONTRACTOR shall design, schedule, and conduct ongoing training procedures that shall train and prepare all Bus Operators assigned to AUTHORITY's contract in a manner that conforms to all state and local laws and assures OCTA's operational objectives below are met.

- Provide service in a manner which is safe and reliable.
- Provide service which shall maximize customer service.
- Provide service in a manner that shall maximize productivity.

The Bus Operator's training course shall meet the requirements of all appropriate California statutes and consists of each Bus Operator receiving a minimum of thirty-five (35) hours of instruction, which includes:

- OCTA's policies and procedures for fixed route services.
- Eight (8) hours of defensive and safe driving.
- Twenty (20) hours of behind-the-wheel training in all types of vehicles to be operated under this contract.
- Americans with Disabilities Act (ADA) training that covers assisting individuals with disabilities, service animals & mobility devices.
- Operation of OCTA-provided communications equipment (voice and data) in accordance with Local, State and Federal regulations.
- Customer service training.
- Fare collection and trip classification and counting.
- Air brake training.
- Four (4) hours of mandatory refresher training for Bus Operators with repeated and accumulated minor infractions.
- Bus Operator conduct and inappropriate behavior training.
- COVID Policies and Procedures, onboard capacity, social distancing, face mask policy, etc.

OCTA reserves the right to revise the CONTRACTOR's training program(s) in order to comply with Federal, State, or local laws regarding Bus Operator certification or level of training requirements. In the event Federal, State, local laws change affecting Bus Operator certification or level of training required.

CONTRACTOR shall be responsible for adopting all changes to their Bus Operator training program.

- A safe driving awards program.
- Conduct mandatory monthly bus operator safety meetings to comply with hours required to maintain valid Verification of Transit Training (VTT) certificate.
- Monitoring and inspection of Bus Operators' Motor Vehicle Records at least every six (6) months through participation in the California Department of Motor Vehicles (DMV) Pull Notice Program; and
- Promotion and reinforcement of driving and safety principles by CONTRACTOR management, policies, and programs.

6.3 Blood Borne Pathogens Training

The CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize employee exposure to blood borne pathogens and/or body fluids. All Bus Operators, Road Supervisors, Vehicle Service Workers, and any other employee that may come in contact with blood borne pathogens or bodily fluids will be required to have blood borne pathogen/bodily fluid training prior to starting their jobs.

Blood borne pathogen kits will be made available in all Road Supervisor vehicles and safety sensitive areas. The kits shall be purchased and maintained by the CONTRACTOR. The contents of the kit must be replaced as they are used or become damaged.

6.4 Documentation of Training

CONTRACTOR shall maintain a record of all initial training, continuous training, and retraining completed by all CONTRACTOR employees, and any subcontractor(s) personnel, under this Contract. CONTRACTOR shall provide a copy of these records upon request of AUTHORITY or other compliance agencies (i.e., California Highway Patrol).

AUTHORITY reserves the right to require the revision of CONTRACTOR's training program(s) to comply with Federal, State, local laws, AUTHORITY policies and procedures, and ADA regulations. Training records are subject to random inspection and review by AUTHORITY. Failure of a CONTRACTOR employee to be trained and remain trained to proficiency may result in the removal from service and denial of payment for service provided. This includes having

any necessary credentials, such as a valid driver's license or a medical certificate, when applicable.

CONTRACTOR must maintain a list of Bus Operators who have completed the required training program for operation of bus services described in this scope of work. This list must be updated monthly and provided to OCTA (with monthly invoice) as additional active Bus Operators are trained or removed from service. The list of Bus Operators must include, at a minimum, the following:

- Name
- Badge number
- Hire date
- Date of CONTRACTOR certification
- First day of performing a safety-sensitive function (when applicable)
- California driver's license number and expiration date
- Medical certificate expiration date
- Pull notice record date (when applicable)
- Pull notice

6.5 Incentive and Safety Programs

CONTRACTOR shall maintain an incentive and safety program to support AUTHORITY's goal of providing a high-quality service. OCTA supports the use of a safe driving program that includes meetings, incentives, and safety campaigns.

6.6 Accident/Incident Reporting

CONTRACTOR must notify the OCTA's Central Communications Dispatch Center and Contract Services designee(s) immediately of any of accidents/incidents.

Accidents are defined as any occurrence where an AUTHORITY owned or operated vehicle, or vehicle operated in AUTHORITY service, makes physical contact with any other vehicle, person, or object; or any occurrence where any other vehicle contacts another vehicle, person or object within 100 feet of an AUTHORITY owned or operated vehicle; or any situation that could result in legal liability on the part of AUTHORITY.

The CONTRACTOR shall ensure verbal and written notification on any accidents and incidents as listed above is provided within twenty-four (24) to AUTHORITY's Contracted Services designee. Completed copies of reports prepared for any of the above must be received by the designee within seventy (72) hours of the time the accident/incident occurred.

6.7 Safety Programs

CONTRACTOR shall develop and implement a Safety Management System (SMS) plan that meets the guidelines of the FTA.

CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize employee exposure to Blood Borne pathogens and/or Bodily Fluids. CONTRACTOR shall provide any employee and any subcontractor(s) personnel that may come in contact with Blood Borne Pathogens or Bodily Fluids with appropriate training before starting their jobs.

CONTRACTOR shall maintain an incentive and safety program to support AUTHORITY's goal of providing safe and reliable service, maximizes customer service and productivity, and meets or exceeds AUTHORITY's objectives and standards. AUTHORITY supports the use of a safe driving program that includes meetings, incentives, as well as participation in a Rodeo Competition. These programs shall be detailed in writing and implemented routinely.

CONTRACTOR shall develop, implement, and maintain, in full compliance with California Labor Code Section 6401.7(a), a formal Illness and Injury Prevention Plan including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR's insurance carrier or other organization. CONTRACTOR shall provide a copy of the safety program, including evidence of complying with SB 198, and any subsequent updates to AUTHORITY.

SECTION 7: EMPLOYEE STANDARDS AND REQUIREMENTS

7.1 Employee Turnover

OCTA recognizes the expense and negative effect of employee turnover. Therefore, the CONTRACTOR must demonstrate they have an acceptable recruitment and hiring program that is intended to minimize employee turnover and retain a high-quality work force.

7.2 Personnel Policies

The CONTRACTOR shall have personnel policies in effect that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Worker's Compensation, and other regulations as appropriate.

The CONTRACTOR shall always maintain a current list of personnel assigned to OCTA contract and provide OCTA with an updated employee list each month and when otherwise requested.

7.2.1 Weapons: When working under OCTA's contract, employees may not have weapons in their possession or on OCTA property or vehicles.

7.2.2 Use of Electronics Devices: For the safety of the Bus Operator and the safety of our passengers, the CONTRACTOR shall not allow any operator to use any electronic device while in service.

7.2.3 Cell Phone: OCTA has a zero-tolerance policy for the use of a cell phone while operating a revenue service vehicle or while in the bus yard, except for verified emergency situations. The CONTRACTOR must also adopt a zero-tolerance policy and shall describe their procedure for training employees in this policy.

7.2.4 Alcohol and Illegal Substances: Purchasing or consuming illegal substances or alcoholic beverages while in a company uniform shall not be allowed. It shall be the CONTRACTOR's responsibility to terminate any employee observed doing so. The policies for addressing such incidents should be included in the CONTRACTOR's Drug and Alcohol Policies. CONTRACTOR's Drug and Alcohol Policies must also comply with FTA Drug and Alcohol Regulations.

7.2.5 Designated Smoking Areas: OCTA promotes and supports a smoke free work environment. There is no smoking allowed in OCTA vehicles or anywhere in OCTA buildings. OCTA has designated smoking areas at the facility. Smoking at layovers or transit centers must be at designated locations if available or at least 50 feet from the bus. CONTRACTOR staff must observe such restrictions.

7.2.6 Inappropriate Behavior: OCTA has a zero-tolerance policy for inappropriate and unsafe behavior. The CONTRACTOR's personnel policies must clearly address how inappropriate and unsafe situations shall be handled. The CONTRACTOR must also adopt a zero-tolerance policy and shall describe their procedure for training employees in this policy.

Any customer comments received directly by the CONTRACTOR must be referred to OCTA's Customer Relations staff for proper handling and not contact the complainant at any time. Should the CONTRACTOR receive notification from other than OCTA that an employee is allegedly involved in a criminal activity including inappropriate behavior; the CONTRACTOR shall notify OCTA's Project Manager immediately.

7.3 Personnel Management

CONTRACTOR's personnel policies shall include a mechanism for administering required progressive corrective action and discipline to address any occurrence where staff performance does not conform with established OCTA and/or CONTRACTOR service standards. OCTA retains the right to review and comment on the CONTRACTOR's personnel policies and the list of personnel assigned to OCTA's contract.

7.4 Removal of Employees

OCTA may require that any employee be removed from the project for excessive complaints, preventable accidents, or inappropriate behavior. OCTA has a zero-tolerance policy regarding misconduct or inappropriate behavior. If an allegation of this nature is received, CONTRACTOR

shall remove the employee from any OCTA project immediately pending investigation and resolution of the allegation to OCTA's satisfaction.

Any employee receiving three or more valid customer complaints within a consecutive 30- day period may be subject to a thirty (30)-day probation period. During this period, OCTA shall evaluate whether the employee is suitable for the project.

OCTA shall notify the CONTRACTOR, in writing, of any employee determined unsuitable. Within 24 hours of receipt of such notice, CONTRACTOR shall, at its sole discretion, permanently remove the employee from the project or present to OCTA a plan for correcting the employee's performance deficiencies. If OCTA rejects the plan or the employee's performance deficiencies are not corrected to OCTA's satisfaction, the CONTRACTOR shall be instructed to immediately remove the employee from any OCTA project.

7.5 Dress and Appearance Standard

CONTRACTOR shall provide a uniform to be worn by all Bus Operators when operating a vehicle in OCTA service that shall convey a professional image. The selected uniform shall be of similar quality to those worn by OCTA's Coach Operators but may not be identical in appearance. It is the CONTRACTOR's responsibility to see that Bus Operator uniforms remain in good repair, and do not appear old or worn out. Uniforms that are not in good repair must be replaced at the CONTRACTOR's expense.

Bus Operators shall be required to follow the grooming and appearance standards established by OCTA:

- All Operators must keep themselves clean and neat.
- Uniforms are to be neat, clean, and pressed, and in good condition and fit properly
- Shoes and boots are to be in good repair, clean, made of a material that can be polished, and with soles that are slip resistant. Tennis shoes are not allowed.
- Males' hair length may extend to the bottom of the shirt collar, must be clean, neatly styled, and of any natural color. No extreme or extraordinarily shaped hairstyles are allowed. Ponytails or braids must be completely covered by a uniform hat at all times.
- Sideburns may extend to the bottom of the ear.
- Females' hair must be clean, combed, neatly styled, and of any natural color. The length or style of hair must not interfere with safe vehicle operations. No extreme or extraordinarily shaped hairstyles are allowed.
- Unusually heavy or extreme makeup is not permitted.
- Males' fingernails must be neatly trimmed and clean.
- Females' fingernails may extend one (1) inch from the fingertip, must be clean, and may be conservatively painted.
- Earrings for females may extend one (1) inch from the ear lobe and be of simple and appealing design.
- Males may wear one post earring of simple design per ear.
- The piercing and decorating of any other visible body part are prohibited.

- Non-uniform hats, jackets or sweatshirts are not allowed to be worn while an employee is on duty or in uniform.
- No patches, badges or buttons shall be worn on the employee's uniform without consent from OCTA.
- All Bus Operators must keep themselves neat and clean. Hair, mustaches, and beards are to be neatly groomed.
- Two rings may be worn on a maximum of two fingers per hand.
- Uniforms are to be worn only when providing service for OCTA and are not to be worn in any other service that may be provided by the CONTRACTOR.
- No visible body piercing other than ears shall be allowed.
- In an effort to continue with a professional appearance, tattoos shall not be visible and are to be covered by the Bus Operators uniform while on duty.
- Undergarments must be white or natural if visible and must not show beyond the length of the uniform shirt or shirt sleeves.
- Long sleeves may be rolled up a maximum of two turns. Short sleeves cannot be rolled up.
- Shorts and skorts cannot be tailored more than three inches above the center of the kneecap and no longer than one inch below the center of the kneecap, measured while standing. Only navy or black ankle or knee-high socks may be worn with shorts and skorts.
- Baseball-style caps and visors with the embroidered OCTA logo must be in serviceable condition while the bills of these headgears must be worn forward at all times. No other headgear may be accepted unless pre- approved by OCTA with a valid reason.
- Non-uniform jackets and rain gear are not allowed on OCTA property while you are in uniform, regardless of whether you are on or off duty. This includes checking in at the Window, walking to or from the bus, driving an OCTA vehicle, in the Operator's room, and at layovers.
- Safety vest must meet ANSI Class II Hi Visibility Safety Vests
- Safety vests must not have any unauthorized pins, badges, patches embroidery, etc., and are not to be worn while in revenue service.
- Any belt worn must be solid or woven and black in color.

7.6 Operator Tools

The CONTRACTOR shall provide all necessary operating equipment to the Operators. Operator equipment shall include trip sheets, clipboards and pencils. Operators are also required to be equipped with an operable and accurate time piece at all times.

CONTRACTOR to create an Operations and Window Dispatch Operator Tools Requirement process flowchart to ensure Operators have necessary equipment and documents in their possession prior to start of service.

SECTION 8: FACILITIES

AUTHORITY shall provide operations and maintenance facilities, which includes approximately ten (10) acres for administration, operations, and maintenance functions, at the following locations:

Irvine/Sand Canyon Facility, 14736 Sand Canyon Road, Irvine, CA 92618

Anaheim Facility, 1717 East Via Burton, Anaheim, CA, 92806

8.1 GENERAL

CONTRACTOR and AUTHORITY shall jointly inspect all facilities and equipment applicable to this contract that will be occupied by CONTRACTOR prior to the beginning of the services to ensure all of the facilities and equipment are in good operating condition. All defects identified in the inspections shall be repaired or replaced. The initial inspection shall be completed within thirty (30) calendar days of AUTHORITY issuing the CONTRACTOR Notice to Proceed and a final inspection to validate the completion of repairs shall occur 15 calendar days prior to the CONTRACTOR assuming revenue operations.

CONTRACTOR shall report any unlawful entry or trespassing incident at either facility of any unusual or criminal activity immediately to Central Communications and Contract Administration staff.

AUTHORITY may improve, install, remove, or reconfigure facilities or equipment at any time. These actions may impede the CONTRACTOR's workflow and are to be considered a normal course of business. The CONTRACTOR is expected to cooperate with third party contractors so this work can be completed as quickly as possible.

AUTHORITY will provide electrical, water, and sewer for all buildings and facilities to support AUTHORITY operations at the Irvine and Anaheim bases. CONTRACTOR shall provide garbage and recycling collection services.

8.2 MAINTENANCE FACILITIES

Each AUTHORITY provided facility shall have a maintenance area that provides up to sixteen (16) covered working bays for performing preventive maintenance inspections and mechanical repairs on revenue vehicles. The maintenance facility also has office space to accommodate administrative and training functions.

CONTRACTOR shall be required to follow all applicable regulatory requirements, such as stormwater runoff and hazardous material regulations and requirements at all times herein. Guidance and support will be provided by AUTHORITY on these requirements on as-needed basis.

AUTHORITY shall be the generator for all waste related to routine maintenance or operations, and the CONTRACTOR shall be generator for waste related to spills or other occurrences related to the CONTRACTOR's errors or negligence. Any regulated waste or spent hazardous materials located on AUTHORITY property shall be disposed of in accordance with all applicable environmental regulations.

8.3 PARKING

AUTHORITY facilities are designed to provide up to 250 employee parking stalls, including designated handicap, and carpooling stalls. The fleet parking areas are currently configured with approximately 250 marked parking stalls for revenue vehicles. The parking access and egress areas shall be free of debris and trash. Trash receptacles shall be provided in selected areas to provide drivers a means to dispose of trash from vehicles. Because of the space constraints, it is CONTRACTOR's responsibility to limit the employee parking space assignments and to discourage long term parking. CONTRACTOR shall ensure that vehicles are not parked for over two (2) weeks without written approval by AUTHORITY. Vehicles parked over two (2) weeks shall be towed and the vehicle owner shall be responsible for all costs.

8.4 MAINTENANCE, CLEANLINESS, FACILITY SAFETY and Security

AUTHORITY shall provide facility maintenance services required to ensure the safe and efficient operation of the property. AUTHORITY staff will be available during all days and hours of operation. When no facility maintenance staff is available, an on-call number will be made available for response. Facility maintenance services provided by AUTHORITY staff shall include inspections and preventive maintenance of all equipment supplied by AUTHORITY; however, CONTRACTOR shall be responsible for all costs associated with any repair resulting from the negligence on the part of CONTRACTOR. In the case of a repair resulting from the negligence of CONTRACTOR, AUTHORITY shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from AUTHORITY, CONTRACTOR shall be permitted to perform the repairs at its expense. Any repairs so undertaken shall be performed to AUTHORITY's satisfaction. If said repairs are not performed to AUTHORITY's satisfaction, AUTHORITY reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self-perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from AUTHORITY. CONTRACTOR shall be responsible for simple facility tasks such as office and equipment moving, light painting and wall hangings.

CONTRACTOR shall promptly notify AUTHORITY of any facility issues that are malfunctioning, broken or otherwise in need of repair or replacement. Additionally, the CONTRACTOR shall notify AUTHORITY of any issues that could pose a hazard to employees.

CONTRACTOR shall make the facility available to AUTHORITY, as well as to City inspectors, facilities contractors, fire department, and insurance inspectors at any time as requested by AUTHORITY.

AUTHORITY shall provide reasonable janitorial services for the above-referenced operating facilities, including all offices, administrative areas, bathrooms, and public areas.

CONTRACTOR shall supply all consumables and materials necessary to deliver all janitorial services and shall ensure that cleaning products used are approved by AUTHORITY prior to use, environmentally safe and in compliance with manufacturers' specifications for use with their products.

CONTRACTOR shall ensure that all employees use care and consideration for the property to ensure a safe, professional, hygienic, and attractive working environment that complies with all federal, state, and local regulations.

CONTRACTOR shall implement the necessary measures to ensure the security of all OCTA-owned and leased equipment to the greatest degree practicable.

Vehicles

- CONTRACTOR shall not bypass or otherwise circumvent any physical or electronic feature installed and intended to secure a vehicle.
- A CONTRACTOR employee who discovers a security feature malfunction, damage, or tampering shall immediately report the details to their Safety and Security Manager who will, in turn, immediately report the information to the AUTHORITY's Contract Services Manager and Department Manager of Security and Emergency Preparedness.
- CONTRACTOR shall lock any OCTA-owned or leased vehicle when not in active use and secure any keys according to their key control policy.
- CONTRACTOR shall not store anything of value in plain view in the passenger compartment of any OCTA-owned or leased vehicle while the vehicle is unattended, whether locked or unlocked and whether on OCTA-owned or leased property, on any public street, or in any public or private parking lot or structure.
- CONTRACTOR employees shall take all reasonable precautions against theft and vandalism when parking their personal vehicles on OCTA-owned or leased property.
- OCTA is not responsible for theft of or from, or vandalism to, personal vehicles parked on OCTA-owned or leased properties.

Non-Vehicle Equipment

- CONTRACTOR employees shall not bypass or otherwise circumvent any physical or electronic feature installed and intended to secure equipment.
- CONTRACTOR employees who discover a security feature malfunction, damage or tampering shall immediately report the details to their Safety and Security Manager who will, in turn, immediately report the information to AUTHORITY's Contract Services Manager and Department Manager of Security and Emergency Preparedness.

Facility Security

CONTRACTOR shall implement the necessary measures to ensure the security of all OCTA-owned and leased facilities to the greatest degree practicable. CONTRACTOR shall not bypass or otherwise circumvent any physical or electronic feature installed and intended to secure facilities.

CONTRACTOR shall report the discovery of a security feature malfunction, damage or tampering immediately report the details to their Security and Safety Manager who will, in turn, immediately report the information to AUTHORITY's Contract Services Manager and Department Manager of Security and Emergency Preparedness.

Perimeters

Where applicable, OCTA shall utilize appropriate portal controls necessary to deter unauthorized access and theft.

CONTRACTOR in coordination with OCTA Security and Emergency Preparedness Department and OCTA Operations and Maintenance shall minimize the number of ingress and egress points during critical incidents and periods of heightened security threat.

SECTION 9 FEDERAL, STATE AND LOCAL REGULATIONS

CONTRACTOR must comply all applicable Federal, State, and Local Laws and regulations in its management and operation of all services under this contract and its occupancy and use of the Irvine Sand Canyon and Anaheim base, including, but not limited to, those listed below. CONTRACTOR shall comply with all FTA requirements related to the receipt of federal funds

California Motor Vehicle Codes

Regulations on licensing and operations of vehicles are contained in the California Vehicle Code, California Administrative Code, Title 13, and the Federal Motor Carrier OCTA shall periodically audit for compliance with the Commercial Motor Vehicle Safety Regulations.

AUTHORITY shall periodically audit for compliance with the Commercial Motor Vehicle Safety Program including a) Employer Pull Notice Program, b) Medical Certificate, c) Random Drug Testing Program, d) Passenger (P) Endorsement, e) VTT and, f) bus operator's hours log.

No CONTRACTOR employee or Bus Operator applicants who accrue four or more points in 12 months, six or more points in 24 months or eight or more points in 36 months shall drive any OCTA vehicle until their points count falls below the threshold. Any person whose Motor Vehicle Record contains any two-point violation or has an outstanding failure to appear or failure to pay violation will not be eligible to work on the OCTA's project. Point counts are to be included in employee/driver files.

Drug and Alcohol Testing

CONTRACTOR shall comply with the requirements of the Drug-Free Workplace Act of 1988 and the USDOT drug testing regulations.

Before the performance of this Agreement, CONTRACTOR shall establish and implement a substance abuse program following the current provisions of the federal drug and alcohol testing rules – USDOT 49 CFR Part 40, as amended (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and FTA 49 CFR Part 655, as amended (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations). CONTRACTOR shall establish compliance with USDOT 49 CFR Part 29 (Drug-Free Workplace Act of 1988) and California Government Code Sections 8350 et seq. (Drug-Free Workplace Act of 1990). Since the rules are periodically revised and amended, any plan adopted by CONTRACTOR shall be revised and amended accordingly to maintain compliance.

CONTRACTOR's drug and alcohol testing program shall be subject to periodic reviews by AUTHORITY and/or their designated representative. Program reviews serve as a part of AUTHORITY's assessment of program compliance. The reviews shall include a comprehensive review of program-related forms, documents, and procedures utilized by CONTRACTOR and its service agents, such as the Collection Site, Drug Testing Laboratory, Medical Review Officer, Substance Abuse Professional, and Consortium/Third Party Administrator (if applicable).

Identified program deficiencies and/or findings shall be immediately corrected. Corrective actions shall be identified in writing for AUTHORITY staff and or designated representative to review.

CONTRACTOR shall produce any documentation necessary to establish its compliance with the forementioned regulations and permit any authorized representative of the USDOT or its operating administrations, the State of California oversight agency, or AUTHORITY and/or their designated representative to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655.

CONTRACTOR is responsible for submitting a quarterly Drug and Alcohol Testing Report using the current Drug and Alcohol Testing Management Information System (MIS) Data Collection Forms published by the FTA. The quarterly reports are due no later than the fifteenth (15th) of the month following the close of each quarter.

1. 1st Quarter (Jan, Feb & Mar) – on or by April 15
2. 2nd Quarter (Apr, May & Jun) – on or by July 15
3. 3rd Quarter (Jul, Aug & Sept) – on or by October 15
4. 4th Quarter (Oct, Nov & Dec) – on or by January 15

On an annual basis, no later than February 15th of each year following the close of the previous calendar year for review, CONTRACTOR shall:

Submit to AUTHORITY all required drug and alcohol testing data using the appropriate FTA prescribed forms; and provide USDOT certifications from the collection site for urine specimen collectors, Breath Alcohol Technicians, Screening Test Technicians, Medical Review Officers, and Substance Abuse Professionals.

California Occupational Safety and Health Administration

CONTRACTOR shall comply with all CalOSHA requirements

SECTION 10. EMERGENCY PREPAREDNESS

Following natural, technological, or human-caused emergencies, local emergency management may request evacuation resources from AUTHORITY. AUTHORITY depends upon the resources available internally and from its service vendors to fulfill requested support to emergency response operations.

10.1 Preparation For Emergencies

CONTRACTOR shall provide appropriate staff training to maximize the availability and capability to support operational continuity and respond to emergency service requests. Staff critical to support emergency services requests include but are not limited to drivers, call takers, dispatchers, and mechanics.

The following preparations are required to respond to a request for Emergency Resources:

- CONTRACTOR shall implement a training program for the Project Manager and his/her designee to be focused on emergency operations, including, but not limited to the Incident Command System (ICS) 100, 700, and any other ICS training deemed necessary. Training shall be completed within three (3) months of being assigned to either role. CONTRACTOR shall provide proof of completion of training to AUTHORITY when requested.
- CONTRACTOR shall maintain current call down information for the Project Manager and his/her designee, which will include, but not be limited to, direct phone line and cell phone numbers, for use by AUTHORITY during business hours, after hours, and on weekends/holidays for alert notification and mobilization of resources.

10.2 Emergency Assistance Response

In the event of a regional emergency requiring transit resources, AUTHORITY shall notify CONTRACTOR to coordinate response activities. The following procedures are required to respond to a request for emergency resources:

- Throughout the response to emergencies, CONTRACTOR shall advise AUTHORITY regarding resources availability and resource limitations.
- CONTRACTOR shall leverage all available resources to support service continuity while also responding to emergency service requests, up to and including ongoing 24-hour operations.
- CONTRACTOR resources used during emergency response shall remain under the control and authority of CONTRACTOR.
- CONTRACTOR shall provide a separate invoice(s) to AUTHORITY for emergency services based on a rate per vehicle hour. Such invoices shall be provided in formats as may be required for reimbursement by the Orange County Office of Emergency Management, the California Emergency Management Agency, or the Federal Emergency Management Agency.
- All liability and responsibility for CONTRACTOR personnel and equipment shall remain under authority of CONTRACTOR.

SECTION 11: INFORMATION TECHNOLOGY (IT)

11.1 Information Technology Services

CONTRACTOR shall be responsible for providing and managing the manpower and resources to operate and maintain its technology assets, as well as the information and voice systems technology and data assets provided to CONTRACTOR by AUTHORITY that are required to be used effectively and competently.

Working with AUTHORITY's Project Manager and other AUTHORITY staff, CONTRACTOR shall participate in strategic planning to address and plan future technology needs in the operation over the term of the Agreement. AUTHORITY intends to continually upgrade existing technologies and introduce new technologies throughout the term of this agreement and any extensions. CONTRACTOR shall cooperate and assist AUTHORITY in the planning, implementation, and assessment of technology activities and systems.

11.2 Information Technology Assets Provided by AUTHORITY

AUTHORITY shall provide the following assets and resources to be operated and managed by CONTRACTOR.

11.2.1 Cable Plant for Local Area Network (LAN) Applications

The AUTHORITY's Irvine Sand Canyon and Anaheim facilities, available for use to host the CONTRACTOR's operation, are wired for local area network applications, including Category 5 and Category 6 twisted pair and fiber optic cabling. Secured distribution rooms exist to host network, server, and UPS hardware in support of LAN applications. OCTA shall have access to these facilities. The CONTRACTOR shall ensure these rooms are secured at all times and obtain OCTA approval in advance when access to secure rooms is needed by CONTRACTOR, including installation, repair, or removal of CONTRACTOR equipment and services (internet, network, etc.). All the equipment provided by the CONTRACTOR, including circuits, must be visibly labeled to clearly differentiate it from OCTA-owned equipment.

11.2.2 Server Computer Hardware

OCTA shall supply server computer hardware in support of the OCTA provided software applications that are required to be housed locally at the Irvine Sand Canyon and Anaheim facilities.

11.2.3 Networking Gear

AUTHORITY shall supply networking gear (Cisco/HPE Aruba switches) to support a segment of AUTHORITY network at the Irvine Sand Canyon and Anaheim base needed to support the application access described herein. AUTHORITY shall manage and maintain this networking gear.

11.2.4 Uninterruptible Power Supplies

AUTHORITY shall supply American Power Conversion (APC) uninterruptible power supplies to protect the AUTHORITY-owned servers and networking equipment from electrical surges along with having the backup capacity to allow for graceful shutdowns of servers during a power outage. AUTHORITY shall provide replacement APC uninterruptible powers supplies in case of failure. AUTHORITY shall also be responsible for replacing the internal batteries when needed.

11.2.5 Wide Area Network (WAN) Communications

AUTHORITY shall supply and manage a WAN communication between AUTHORITY's headquarters in Orange, California, and the Irvine Sand Canyon and Anaheim base in the form of a dedicated circuit.

11.2.6 Systems Software Licensing

AUTHORITY-owned systems are to be operated and supported by CONTRACTOR in the operation. CONTRACTOR shall be responsible for assisting in the support for these systems via its staff and resources, and the resources provided by AUTHORITY.

11.2.7 Mobile Data Terminal (ORBCAD)

AUTHORITY-owned vehicle voice and data communication are provided via the ORBCAD system on a private radio network. AUTHORITY provides a Conduent Transport Solutions, Inc.'s OrbCad/OrbStar mobile data computer communications system for all AUTHORITY-provided OC Bus vehicles. AUTHORITY shall provide voice radio communications equipment, services, and maintenance for all assigned OC Bus vehicles, dispatching positions, and hand-held mobile radios for managers. AUTHORITY shall provide maintenance of all AUTHORITY provided equipment, except for damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse, or loss. A trouble list shall be sent daily to AUTHORITY's Project Manager or his designee (i.e., AUTHORITY's Maintenance Manager) to schedule necessary radio maintenance and generate a work order.

11.2.8 C3 – Comments/Compliments/Complaints

This application is used to record, track, and manage rider feedback on operators and services. This application shall be delivered to CONTRACTOR via a Citrix "thin client" solution. The C3 application is intended to provide a quick and easy way of entering, tracking, and reporting on all activities associated with rider comments for AUTHORITY's Customer Relations Department.

11.2.9 S&A Fleet Watch Fuel Management System

This MS SQL Server based application is used to record, track, and manage fuel and oil consumables. This application shall be delivered to the CONTRACTOR via a Citrix "thin client" solution.

11.2.10 GFI

This application is used to record ridership and revenue data. This application shall be delivered to the CONTRACTOR via a Citrix "thin client" solution.

11.2.11 On-board Video Surveillance System (OBVSS)

The AUTHORITY will provide hardware to be utilized for OCTA staff to monitor the VSS activities. The AUTHORITY will provide all required maintenance to VSS equipment unless equipment was subject to abuse or misuse by the CONTRACTOR. CONTRACTOR employees will have viewing rights based on eligible job classifications listed in the OCTA OBVSS policy and procedures. Requests for reproduction of copies may be made by the CONTRACTOR to the appropriate OCTA staff members per the OBVSS Policy and Procedures, which are updated periodically. CONTRACTORS are required to follow the policy and procedure current during the contract (**ATTACHMENT 24**, OBVSS Policy and Procedures 2019).

11.2.12 HASTUS

HASTUS is AUTHORITY's fixed route scheduling system. At the initiation of this Agreement the AUTHORITY will be using HASTUS 2020. The AUTHORITY shall determine routes and scheduling, with new driver timecards / paddles and route summary information distributed to the CONTRACTOR prior to each service change. The CONTRACTOR shall use the AUTHORITY's HASTUS 2020 Scheduling Module as provided by the AUTHORITY for run-cutting (Crew Opt.) and rostering operator work. It shall be the responsibility of the CONTRACTOR to provide personnel proficient in the use of HASTUS 2020. The CONTRACTOR shall contact OCTA IS Helpdesk for support.

11.2.13 Video Management System (VMS)

The Irvine Sand Canyon and Anaheim bases are outfitted with a series of cameras that survey the interior and exterior of the facility/property. Images from the cameras are recorded twenty-four (24) hours a day, seven (7) days a week, and are stored on a DVR. At no time shall people, other than those designated by AUTHORITY's Manager of Security and Emergency Preparedness or their designee, have physical or electronic access to the images made while conducting business. Personal information contained on the footage shall not be used or disclosed for purposes other than the primary purpose of deterring criminal activity, protect public safety, and managing risk, except with the consent of the individual or as required by law.

The primary purpose of the VMS is to deter criminal activity, protect public safety, and manage risk throughout AUTHORITY locations. The operation of the VMS shall comply with current laws and protect the privacy of all involved parties by limiting access to recordings via a defined process for the review and duplication of images by appropriate AUTHORITY staff. The VMS is not intended to be used as a method of tracking work habits or productivity of individuals. Any recordings of conduct are incidental to the primary purpose of the VMS; however, such recordings may be requested.

CONTRACTOR shall submit a formal Request of Personnel Authorized form to access the VMS. This formal request must include the name and title of personnel authorized to view, review, and request copies of video images. Final approval of authorized personnel will be determined by AUTHORITY's Manager of Security and Emergency Preparedness (**ATTACHMENT 25**, VMS Policy and Procedures).

11.2.14 Access Control System (ACS)

The Irvine Sand Canyon and Anaheim bases are secured locations that require an access card issued by the AUTHORITY to enter the building.

CONTRACTOR shall notify AUTHORITY Project Manager and assigned AUTHORITY's Manager of Security and Emergency Preparedness or their designee of any CONTRACTOR employee that requires a new access card or replacement access card. CONTRACTOR

employee that requires a new ID badge or replacement ID badge. The notification shall include the full name of CONTRACTOR employee, CONTRACTOR employee ID number, whether the request is for a new or replacement access card and a picture in Joint Photographic Experts Group (JPEG) format.

There is a Thirty Dollar (\$30.00) fee for each new or replacement access card that is issued. AUTHORITY shall deliver the requested access card badge to CONTRACTOR within ten (10) business days from the date of the request. CONTRACTOR employees that receive an access card shall always have their access card visible while in any OCTA-controlled area. Access cards are never to be shared and shall be protected from harm. When CONTRACTOR ends employment with an employee, the CONTRACTOR shall submit a Contractor Employee Exit Processing Form within two (2) business days from separation.

11.2.15 Future IT Assets

As a practice, AUTHORITY provides for annual software and hardware maintenance agreements with the appropriate outside vendors for AUTHORITY-owned assets that are deployed during the term of the Agreement.

11.2.16 Other Software Assets

At AUTHORITY's direction, CONTRACTOR shall be required to learn and use additional software applications (HASTUS, C3 and RI2, etc.) that shall be maintained and managed by AUTHORITY.

11.3 CONTRACTOR's Responsibilities for IT

CONTRACTOR shall be responsible for providing and managing all other IT assets needed to support its operations under this Agreement. CONTRACTOR shall be responsible for standard IT practices and functions that result in safe, reliable, secure, and efficient IT services. CONTRACTOR shall submit the General User Agreement form (**ATTACHMENT 26**, IT General User Agreement Form) to request an AUTHORITY user credential and be granted access to AUTHORITY networks and/or systems. CONTRACTOR will ensure that all personnel using AUTHORITY user credentials will have successfully completed OCTA cybersecurity training and acknowledged their understanding of AUTHORITY IT/Cybersecurity policies. Annual acknowledgement of continued understanding may be required. All AUTHORITY internal remote access shall use secure and approved methods which can include VPN, Citrix, MFA, and other solutions. Third-party hosted environments shall comply with AUTHORITY's "IS Preferred Standards and Practices" (**ATTACHMENT 27**).

11.3.1 Computing Security

AUTHORITY shall maintain administrator privileges for all AUTHORITY-maintained systems. CONTRACTOR shall be given administrator rights at the application level and not the system level for any AUTHORITY-maintained systems or systems joined to AUTHORITY domain.

CONTRACTOR shall employ rigorous security practices to ensure a safe computing environment that protects all network and IT assets, and AUTHORITY's network and IT assets.

CONTRACTOR shall maintain logs of all changes made to IT assets provided by AUTHORITY which are operated and managed by CONTRACTOR.

All documentation electronic or otherwise, developed by CONTRACTOR to support routine operations under this Agreement which are not proprietary or developed solely by CONTRACTOR shall be the property of AUTHORITY. CONTRACTOR shall maintain an inventory of such documentation, which shall be subject to periodic audit by AUTHORITY.

11.3.2 Additional Support Systems

CONTRACTOR shall be responsible for providing all software required for general administrative and business support of CONTRACTOR operations. At a minimum, this shall include the Microsoft Office Suite 2019 (or newer) containing Microsoft Word, Microsoft Excel, Microsoft Access, and Microsoft PowerPoint. CONTRACTOR shall be responsible for providing the necessary desktop computers to host these applications.

CONTRACTOR shall be responsible for providing all networking equipment needed to support their applications as well as providing their own Internet Service Provider if needed. Any installation of Wi-Fi equipment must first be coordinated and approved by the Authority's Information Systems management to mitigate any possible interference with the AUTHORITY's Wi-Fi infrastructure.

11.3.3 CONTRACTOR Telephones

CONTRACTOR is responsible for the installation and maintenance of all telephone lines and equipment to support CONTRACTOR requirements.

11.3.4 Facsimile Machine

CONTRACTOR shall be required to provide at least one plain paper facsimile machine.

11.3.5 Vehicle Operator Line

CONTRACTOR shall maintain a toll-free line for communications in the event of radio communications issues. CONTRACTOR to provide a plan of communication in the event that radio communication issues occur.

11.3.6 Radio Communications

The OCTA's Integrated Transit Management System (ITMS) shall provide voice and data radio communications services for all assigned revenue vehicles, and hand-held mobile radios. OCTA shall provide maintenance of all OCTA-provided equipment with the exception of damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse, or loss. A trouble list shall be sent daily to OCTA's Project Manager or his designee (i.e., OCTA's Senior Maintenance Field Administrator) to schedule necessary radio maintenance and generate a work order.

CONTRACTOR shall provide needed data inputs required by ITMS to properly function.

Employees file export with at least the employees' first and last name and employee number. The employee number shall not exceed six (6) digits.

Operator assignment export with badge and work assignment data. This export will need to occur daily and each time a change in assignment occurs.

All provided exports shall conform to the OCTA's ITMS data specification which details data format. The exports shall be placed on a network folder or ftp site designated by OCTA.

SECTION 12: TRANSITION PLAN

In the event of a transition to a new contractor, the CONTRACTOR as awarded per this current RFP shall be responsible for carrying out an effective and smooth transition and start-up process in accordance with its Transition and Start-up Plan, as approved by the AUTHORITY, which will assure that it can assume responsibility for all required operations by the Start of Service Date (June 11, 2023). The Transition and Start-up Plan, as approved by the AUTHORITY, shall be binding on the CONTRACTOR. Likewise, at the eventual termination of this contract if there is a transition at that time, the CONTRACTOR will likewise be required to cooperatively participate in the process at that time.

12.1 OCTA and Incumbent Contractor Transition Responsibilities

In the event of a transition to a new contractor, the incumbent CONTRACTOR shall cooperatively participate in the transition of this service to a new contractor. Up to four (4) months before a new contractor starting, OCTA staff and the incumbent CONTRACTOR shall participate in meetings, provide all necessary records including current seniority records with previously approved leaves noted, and provide the new CONTRACTOR reasonable access to employees, equipment, and property and other areas as deemed necessary by AUTHORITY's Project Manager (**ATTACHMENTS 28 and 29**, Site Plans of Irvine/Sand Canyon and Anaheim

bases, respectively and **ATTACHMENTS 30 and 31**, Equipment, Furnishings and Supplies Inventory of Irvine/Sand Canyon and Anaheim, respectively). If transitioning to a new contractor, the incumbent CONTRACTOR shall be responsible for the removal of their equipment, furnishings, and supplies prior to the start of the new contract.

12.2 Timing

A transition period is defined as the three (3) month period before the contract expiration date and the sixty (60) days immediately following that date. The CONTRACTOR shall commence its transition and start-up activities immediately upon receipt of the Notice to Proceed (NTP) and shall complete all those activities necessary for assumption of operation and maintenance duties by the Start of Service Date of June 11, 2023, at which time the CONTRACTOR shall assume full responsibility for Revenue Service under this Agreement.

12.2 Key Personnel

Resumes of key personnel shall be provided to the AUTHORITY for review a minimum of sixty (60) days in advance of scheduled project start date. Proposed changes in key personnel incumbents and job duties shall be subject to review and written approval by AUTHORITY before the implementation of changes.

12.4 Vehicles and Facilities

The AUTHORITY will provide the CONTRACTOR at least one Revenue Vehicle of each type to be used by the CONTRACTOR in the provision of service under this Contract, for purposes of providing employees vehicle familiarization, for on-site use only, during the transition and start-up period. All other vehicles required for training shall be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for securing an offsite location for training, interviewing prospective employees, and related transition and start-up activities.

12.5 Training

The CONTRACTOR shall assure that all existing Vehicle operators who remain in service under this Agreement have at least ten (10) hours of training, which shall include refresher courses on safety, defensive driving, customer service, and fare policy. Such refresher training shall be scheduled to accommodate the work schedule of the existing employees. Training of employees who have had an accident within the last 12 months shall be completed no later than thirty (30) calendar days after the Commencement Date. All other employees shall be trained in accordance with the CONTRACTOR's Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by the CONTRACTOR, within ninety (90) calendar days after the commencement of Revenue Service.

12.6 Initial Vehicle and Equipment Inspection

During the transition and start-up period, the CONTRACTOR shall participate with AUTHORITY in an acceptance inspection, in accordance with this subsection and Section 5.2.2 of this scope

(Vehicle Turnback Inspection), of all revenue vehicles and equipment (including farebox and related fare collection equipment) for purposes of establishing the overall condition of the vehicles and equipment as of the time the CONTRACTOR commences work under this Contract. Beginning on the Start of Service date, the CONTRACTOR shall assume responsibility for maintenance and repair of all such revenue vehicles and equipment in accordance with this Agreement.

12.7 Use of Existing Bus Operators and Staff

Pursuant to California Labor Code section 1070 et seq., AUTHORITY will grant an incentive of a ten (10) percent bidding preference to a CONTRACTOR who agrees to retain, for a period of at least ninety (90) days, employees of the existing service contractor, if awarded a contract. An “employee” is defined as any person who works for the existing service contractor, but does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of Labor Code Section 515(a) or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)).

CONTRACTOR shall declare as part of its proposal whether it will retain the employees of the existing service contractor for a period of not less than ninety (90) days. Offer shall conform with the requirements set forth in California Labor Code section 1070 et seq., which are summarized, in part, below.

If the successful CONTRACTOR agrees to retain employees in accordance with California Labor Code section 1070 et seq., it must offer employment to those employees except for reasonable and substantiated cause, as specified. That cause is limited to the particular employee’s performance or conduct while working under the prior contract or the employee’s failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by successor CONTRACTOR.

If the successful CONTRACTOR determines that fewer employees are needed than under the existing service contract, qualified employees shall be retained by seniority within the job classification. In determining those qualified employees, the successful CONTRACTOR shall require an employee to possess any license that is required by law to operate the equipment that the employee shall operate as an employee of the successful CONTRACTOR.

The existing service CONTRACTOR shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to any entity that AUTHORITY identifies as a bona fide CONTRACTOR at least thirty (30) days prior to the Proposal due date. Nothing in this section requires the successful CONTRACTOR to pay the same wages or offer the same benefits provided by the existing service contractor.

An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successful CONTRACTOR in any superior court having jurisdiction over the successful CONTRACTOR. Upon finding a violation, the court shall order reinstatement to employment with successful CONTRACTOR and award back pay, including the value of benefits, for each day of violation.

In addition to these established requirements, CONTRACTOR shall submit to AUTHORITY a detailed explanation of the Health and Welfare benefits package offered to its employees. This should include any medical and/or dental insurance plans, and any other special programs offered.

12.8 Transition to Subsequent Contractor

At the conclusion of this contract, the incumbent CONTRACTOR must cooperatively participate in the transition of this service to a new contractor, if applicable. No less than ninety (90) days prior to a new contractor starting, participation is necessary in meetings, transfer of records, access to property, access to equipment and other areas as deemed necessary by OCTA's project manager.

The above noted access shall be granted during normal hours of operation and with a reasonable amount of notice. CONTRACTOR shall participate in the smooth transition of service to a new provider in such a manner as to results in minimum service disruption to operations. During the transition phase AUTHORITY staff will conduct several meetings with the Incumbent Contractor and new Contractor to discuss specific operations, records and vehicle transition events and the time frame in which they must occur. As requested by the AUTHORITY, CONTRACTOR must make pertinent records accessible to both the AUTHORITY and new Contractor within two (2) business days of AUTHORITY's request.

AUTHORITY-owned vehicles will be subject to a transition inspection and acceptance; any needed repairs (as determined by AUTHORITY's Director of Maintenance or designee) will be completed before transfer of the vehicles to the new Contractor. If repairs are not completed before the time of transfer, the cost of the repairs will be deducted from the Incumbent Contractor's final invoice.

Within sixty (60) days of the termination of the Agreement or any extension thereof, current CONTRACTOR shall complete and submit all regular monthly reporting, prepare, and submit any Drug and Alcohol reports and NTD reporting through the termination date of this contract, and box, label and convey to AUTHORITY all original documentation as directed by AUTHORITY. The new contractor shall be required to conduct a series of public meetings within the region throughout the start-up/transition period to hear and address rider concerns.

At the eventual termination of the agreement, CONTRACTOR shall facilitate the transition of staff that chooses to seek employment with the new CONTRACTOR. Cooperation in furnishing drivers and/or the new CONTRACTOR with copies of training records will be a requirement of

this prospective agreement. These requirements are to ensure a smooth transition of service and to eliminate service disruption.

SECTION 13: PERFORMANCE STANDARDS

During the term of this contract, OCTA may review the standards established for the CONTRACTOR and Contracted Fixed Route, StationLink and iShuttle service to ensure that those standards remain appropriate. In consultation with the CONTRACTOR, OCTA may, at its discretion, adjust standards, incentives, and penalties to ensure and encourage increased efficiency and improved performance of services.

Assessment of Penalties

Penalties will be assessed monthly, if they are warranted, and reflected on the service invoice of the same month that they were earned/assessed.

CONTRACTOR shall be given an opportunity to demonstrate that it could not reasonably have prevented any failure which resulted in a penalty. In the case where the CONTRACTOR believes that a penalty should be considered for waiver, the CONTRACTOR may submit such requests in writing to AUTHORITY's Project Manager or designee. Such requests must be submitted by the end of the fifth (5th) business day of the month following the month in which the penalty was assessed. Requests must include a description of the unforeseen circumstances beyond the CONTRACTOR's control impacting the CONTRACTOR's ability to meet service standards, along with any supporting documentation and reports.

Upon receipt of the CONTRACTOR's written request, AUTHORITY will evaluate the submitted documentation. A decision to provide relief of some, all or none of the penalties requested by the CONTRACTOR shall be at the sole discretion of the AUTHORITY. The AUTHORITY will inform the CONTRACTOR of the determination. Relief for weather, traffic, or shortage of drivers are examples of requests that will be denied.

AUTHORITY's decision to waive the assessment of any penalty shall in no way affect AUTHORITY's right or intent to assess a penalty for a similar failure in the future and shall in no way affect the CONTRACTOR's obligation to meet the associated performance standard. Continued non-performance by the CONTRACTOR and/or serious violation of service standards may result in assessment of penalties up to and including termination of agreement.

Category	Standard	Incentive	Penalty	Comment
On Time Performance (OTP)	Depart from time points between zero minutes early and 5 minutes late 80% of the time.	\$1,000 for each full percentage point above 81% on time.	\$1,000 for each full percentage point below 79% on time.	OTP will be measured utilizing report information generated from the ITMS communications system, calculated monthly.
Valid Complaints	No more than one (1) valid complaint per 20,000 boardings.	\$100 for each valid complaint less than one per 20,000 boardings	\$100 for each valid complaint over one per 20,000 boardings.	Threshold established by dividing monthly boardings by 20,000. Number of valid complaints above or below threshold result in penalty or incentive.
Accident/ Incident Reporting	Report within 24 hours by verbal & written reporting.	None	\$5,000 per accident and incident not reported as required.	
Accident Frequency Ratio (AFR)	No more than one (1) vehicle accident per 100,000 miles	\$5,000 for AFR below 0.50	\$5,000 for monthly AFR of 1.01 to 1.49. \$10,000 for monthly AFR greater than 1.50	Penalty and/or incentive is calculated monthly and assessed on a monthly basis.
Key Positions	The contractor shall fill all Key Positions as defined within the Scope of Work.	None	Deduct \$1,000 per day plus salary and benefits per day as defined in the fixed and variable price sheets, for each position unfilled beyond 30 days.	

Category	Standard	Incentive	Penalty	Comment
Maintenance Positions	CONTRACTOR shall fill all Maintenance Positions as defined within the Scope of Work and Staffing Plan.	None	Deduct salary and benefits as defined in the variable and fixed price pages plus \$320 per day, for each position unfilled beyond thirty (30) days.	
Terminal Inspections	Meet CHP requirements	None	\$50,000 for each occurrence of failing a terminal inspection, "unsatisfactory" (U rating).	Based on the annual or any interim CHP Terminal Inspections.
Reports	The contractor shall submit reports on time, as outlined within the Scope of Work.	None	\$250 per day for each late, inaccurate or insufficient backup as defined in this scope.	
Preventive Maintenance	100% of PMI's done within required intervals.	None	\$500 per day for each vehicle operated after scheduled PMI. In addition, nonpayment of service hours shall apply at such time CONTRACTOR'S PMI maintenance program falls below one hundred percent (100%) of on-time compliance.	Nonpayment of the service hours shall apply at such time the PMI maintenance program falls below one hundred percent (100%) of on-time compliance.

Category	Standard	Incentive	Penalty	Comment
Preventive Maintenance	Preventive maintenance record reveals the omission or lack of documentation of required maintenance service as outlined within the Scope of Work	None	\$500 per occurrence.	
Fluid Analysis	Failure to comply with CONTRACTOR'S approved fluid analysis program.	None	\$250 per occurrence.	
Miles between road calls	14,000 between valid mechanical road calls.	None	\$200 per valid mechanical road call under 14,000 miles in a monthly reporting period.	Miles between road call calculation is based on total fleet miles (including non-revenue miles).
Vehicle Damage	OCTA-owned equipment shall be free of accident or other damage	None	\$100 per vehicle / day for each vehicle with interior or exterior damage not repaired within thirty (30) days from date of damage.	

Category	Standard	Incentive	Penalty	Comment
Long Term Out of Service Vehicles	Any revenue vehicle unavailable for service for any reason not approved by AUTHORITY.	None	\$500 per vehicle per day commencing on 61 st consecutive out of service day.	
Vehicle Appearance	Revenue vehicle fails to comply with AUTHORITY's appearance standards as stated in Section 5.6 of this scope	None	\$250 per occurrence.	
Unsatisfactory Vehicle Condition	Revenue vehicle rejected temporarily by AUTHORITY at the gate (i.e., prior to pull-out) that qualifies for any out-of-service criteria.	None	\$500 per occurrence.	Out-of-service criteria prohibits a motor carrier or driver from operating a commercial motor vehicle for a specified period of time or until the condition is corrected.
Removal of Disabled Vehicles	Failure to remove a disabled vehicle from public roadway within two (2) hours after first reported.	None	\$200 per occurrence.	
Unauthorized Equipment Usage	Contractor shall not utilize agency equipment without prior written authorization or approval.	None	\$1,000 per occurrence.	
Data Probe	Failure to successfully probe a Revenue Vehicle after it	None	\$100 per occurrence.	

Category	Standard	Incentive	Penalty	Comment
	has returned from Revenue Service or before the Vehicle is removed from service for maintenance.			
Missed Trip	No scheduled trips are to be missed.	None	\$1,000 per occurrence.	Penalty is calculated monthly.
Route Coverage	Non-coach operators (road supervisors, management, dispatch, etc.) do not drive in revenue service.	None	\$1,000 per trip a non-coach operator is driving in revenue service.	
Road Supervisor Coverage	Road Supervisor or Manager to be provided within 1 hour of call.	None	\$500 per occurrence that CONTRACTOR Road Supervisor or Manager is unable to respond within 1 hour of a call.	Penalty is assessed monthly.
Drug and Alcohol Review	Per 49 CFR Parts 40 and 655, contractor's drug and alcohol program shall be reviewed at least annually, if more often, and must comply 100% with legal requirements.		\$5,000 for failing a Drug and Alcohol Review conducted by OCTA staff. Failure to fully resolve the identified program deficiencies within the agreed upon timeframe shall result in a penalty of \$10,000 with a 30-day notice to cure.	Quarterly

SECTION 14: INVOICE AND BILLING

The invoice for services rendered shall follow a format provided by OCTA. All relevant back-up documentation, including monthly Project summaries, must be included with the invoice.

Invoices shall be submitted to AUTHORITY, with the monthly service invoice(s) on or before the fifteenth (15th) business day of the following month before 5:00pm Pacific time.

The CONTRACTOR shall provide weekly updates on RVH, passengers, on time performance and RVM.

Payment terms are net thirty (30) days following AUTHORITY determination invoices provided by the CONTRACTOR are complete and accepted for processing by AUTHORITY. The CONTRACTOR's monthly invoice shall not be paid until all the required reports noted in this scope of work have been submitted and are determined by OCTA to be accurate and complete. OCTA may add or delete reports or change the reporting deadlines at any time.

SECTION 15: TERMS AND DEFINITIONS

As used throughout the scope of work, Exhibits, Attachments and elsewhere, the following terms shall have the meanings set forth below:

Accident: Any occurrence where an OCTA owned or operated vehicle, or vehicle operated in OCTA service, makes physical contact with any other vehicle, person or object or any occurrence where any other vehicle makes contact with another vehicle, person, or object within 100 feet of an OCTA owned or operated vehicle or any situation that could result in legal liability on the part of the OCTA.

AVL: Automatic Vehicle Location system

Contingency Vehicle: Revenue vehicles placed in an inactive fleet for contingencies after reaching the end of their normal minimum useful life.

Daily Vehicle Inspection Report (DVIR): The Driver's Vehicle Inspection Report documents the condition of the vehicle prior to leaving the yard or terminal for revenue service. The driver of a commercial vehicle is required to produce a report on the condition of the vehicle prior to operation.

Deadhead Hours: The hours, or portions of an hour, that a vehicle travels when out of revenue service. Deadhead Hours include leaving or returning to the garage or yard facility; when released by the dispatcher and when there is no expectation of carrying revenue passengers; provided, however, that the time a vehicle travels from the last drop-off prior to a meal break to the start of the meal break and from the end of a meal break to the first pickup after a meal break shall not be considered Deadhead Hours.

Deadhead Miles: The miles that a vehicle travels when out of revenue service. Deadhead Miles includes leaving or returning to the garage or yard facility; when released by the dispatcher and when there is no expectation of carrying revenue passengers; provided, however, that the time a vehicle travels from the last drop-off prior to a meal break to the start of the meal break and

from the end of a meal break to the first pickup after a meal break shall not be considered deadhead hours.

Dwell Time: The amount of time spent at each stop location waiting for, boarding or alighting passengers.

Early Pull-out: When an Operator reports their departure time before the scheduled time from a time point or are otherwise noted as initiating a route before the scheduled departure (zero minutes early).

Fare Evasion: The unlawful use of transit facilities by riding without paying the applicable fare.

Field Incident Report: A report that describes the details of an incident, accident, or situation.

Gate Hours: All accrued hours, or portions of an hour, from the time a vehicle pulls out of the yard to go into revenue service until the time it pulls back into the yard.

Gate Miles: All accrued mileage from the time a vehicle pulls out of the yard to go into revenue service until the time it pulls back into the yard.

Incident: Any event or episode on or within 100 feet of an OCTA owned or operated vehicle that requires the operator to disrupt normal operations of the vehicle or has the potential to generate a customer comment. Incidents are to be reported on an OCTA approved incident report form to document situations, especially crimes, customer relations problems, or other extraordinary events that occur on or near the vehicle and does not involve personal injury or property damage.

Late Pull-out: When an Operator reports their leave yard time more than 5 minutes after the scheduled pull-out time or are otherwise noted as more than 5 minutes late in initiating a route (for example, in returning from a break or beginning a run).

Layover: The location at the end of trip where the driver may use the facilities.

Major Mechanical System Failure: Failure of a mechanical element of a revenue service vehicle that prevents the vehicle from completing a scheduled revenue trip or proceeding to the next revenue trip because factual movement is limited because of safety concerns.

Miles Between Road Call: The average distance in miles that a transit vehicle travels before failure of a vital component forces removal of the vehicle from service.

Missed Trip: A trip that is not serviced per the scheduled beginning and end point of a route run. A scheduled trip that did not operate for a variety of reasons including operator absence, vehicle failure, dispatch or operator error, traffic, accident, or other unforeseen reasons.

Non-preventable Accident: A non-preventable accident is one in which no action by the coach operator would have prevented the accident from occurring and do not factor into the accident frequency calculation.

OC ACCESS Service: OC ACCESS service is the OCTA's complimentary paratransit service as required by the Americans with Disabilities Act that began operating in October 1993. OC ACCESS is a curb-to-curb service, for travel within areas comparable to the OCTA's fixed route bus services (service area determined by the OCTA), for persons who have been certified as ADA eligible.

On-Time Performance (OTP): the proportion of the time that a transit system arrives within the published schedule time points between zero minutes early and 5 minutes late.

Other Mechanical System Failures: Failure of mechanical elements that, because of local agency policy, prevent the revenue vehicle from completing a scheduled revenue trip or from proceeding to the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other mechanical system failures include breakdowns of fareboxes, wheelchair lifts, heating, ventilation and air conditioning and other problems not included in major mechanical system failure.

Paddle: Schedule for an individual bus run or block (also known as "Running Board").

Passenger: Any person transported on a revenue service vehicle.

Passenger Fare: The revenue earned from carrying a passenger in regularly scheduled service.

Passenger Miles: A measure of service utilization, which represents the cumulative sum of distance ridden by each passenger. For example, ten passengers riding in a vehicle for two miles equals 20 passenger miles.

Passengers per Revenue Vehicle Hour (PPRVH): **Passengers:** Per Revenue Vehicle Hour will be determined by dividing the total number of passengers transported by the number of Revenue Vehicle Hours operated.

Pre-trip Inspection: The driver of a commercial vehicle is required to inspect the interior and exterior condition of the vehicle prior to operation. This inspection is to be documented on the Daily Vehicle Inspection Report (DVIR).

Preventable Accident: A preventable accident is one in which it was determined that the coach operator did not do everything that was reasonable to avoid the accident.

Pull Notice Program: Employees who are required to have a Class A or Class B driver's license or a special certificate or endorsement are required to be enrolled in the DMV Pull Notice Program, which provides automatic notification when a conviction, accident, or other action is posted to a driver's DMV record. Employee Pull Notice (EPN) must be updated at any time

there is a change with the employees Driver's License, Medical Certification and/or Verification of Transit Training (VTT).

Red Tagged: A vehicle that does not meet the OCTA's safety requirements or standards is issued a Red Tag and may not be placed into service until defects are corrected, form is signed, and repairs are approved by the OCTA.

Report Time: The time allowed an operator to report to the window dispatcher, obtain instructions for the run, locate the revenue vehicle he/she is to operate, and depart the operating station to undertake the run.

Revenue Vehicle: A vehicle authorized to be used in providing transit service for passengers.

Revenue Vehicle Hour (RVH): A revenue vehicle hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the CONTRACTOR'S established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pickup location no earlier than the scheduled start time for a route and ends when it arrives at the end of a scheduled route, excluding any meal breaks, service breaks, mechanical breakdowns, and time a vehicle is down due to an accident.

Revenue Vehicle Mile (RVM): Revenue vehicle odometer reading taken from the location that the vehicle begins revenue service to the location that the vehicle ends revenue service, excluding mileage incurred during meal breaks, service breaks and mechanical breakdowns.

Non-Revenue Vehicle: A vehicle used to support revenue vehicle operations that are not typically used to carry transit passengers. Types of Non-Revenue Vehicles include supervisor vehicles, driver relief vehicles, staff cars and maintenance vehicles.

Recovery Time: Extra time scheduled at terminal to allow for rest stops and to help make up time lost from running down (late).

ATTACHMENTS

Attachment 1	Lost & Found Procedures
Attachment 2	Revenue Vehicle Hour Detail
Attachment 3	2019 Fare Matrix
Attachment 4	Level 3 Safety Specifications
Attachment 5	Sample AFR Report
Attachment 6	Contracted Fixed Route Accident/Incident Report Form
Attachment 7	Run Level Detail Report Sample
Attachment 8	Customer Comment Process
Attachment 9	American Bus Benchmarking Group Reporting & Definitions
Attachment 10	Brake Inspection Certification
Attachment 11	Vehicle Summary Report
Attachment 12	Graffiti Policies and Procedures
Attachment 13	Vendor of Work for Bus Cleaning
Attachment 14	Fuel Handling Policies and Procedures
Attachment 15	Red Tag Vehicle Flyer
Attachment 16	Daily Vehicle Inspection Report
Attachment 17	51XX Vehicle Layout
Attachment 18	57XX Vehicle Layout
Attachment 19	63XX Vehicle Layout
Attachment 20	Methane Alarm and Leak Policy
Attachment 21	Road Call Report
Attachment 22	Tools and Equipment List – Irvine / Sand Canyon
Attachment 23	Tools and Equipment List - Anaheim
Attachment 24	OBVSS Policy and Procedure
Attachment 25	VMS Policy and Procedure
Attachment 26	IT General User Agreement Form
Attachment 27	IS Preferred Standards and Practices
Attachment 28	Site Plan –Irvine / Sand Canyon
Attachment 29	Site Plan – Anaheim
Attachment 30	Inventory List – Irvine / Sand Canyon
Attachment 31	Inventory List – Anaheim

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 2-2578

Offerors shall complete the Excel File entitled **OCTA_CFR_PriceSheets.xlsm**. Offerors shall only enter pricing as directed by the Price Summary Sheet instructions specified in the Excel File. Offerors shall make not other changes to the Price Summary Sheet form.

*****Offerors are to fill out this form in addition to the price sheets*****

-
1. I acknowledge receipt of RFP 2-2578 and Addenda No.(s) _____
 2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____



Orange County Transportation Authority
Contracted Fixed Route
Pricing Sheet Instructions

Instructions:

- Please start with providing data under tabs with "Individual" tab type. (ISC, ANA, iShuttles tabs).
- Follow instructions on each tab.
- Review "Rolled Up" tabs.
- If any rows being added to individual tabs, please make appropriate adjustments in the "Rolled Up" tabs.

Tabs	Data	Tab Type	Color Code	Base and/or Service
Summary Fixed	Fixed	Rolled Up		ISC + ANA + iShuttle
Summary Variable	Variable	Rolled Up		ISC + ANA + iShuttle
Summary Startup Cost	Startup Cost	Rolled Up		ISC + ANA + iShuttle
CFR Only Fixed	Fixed	Rolled Up		ISC + ANA
CFR Only Variable	Variable	Rolled Up		ISC + ANA
CFR Only Startup Cost	Startup Cost	Rolled Up		ISC + ANA
ISC Fixed	Fixed	Individual		ISC
ISC Variable	Variable	Individual		ISC
ISC Startup Cost	Startup Cost	Individual		ISC
ISC FTEs	FTEs	Individual		ISC
ISC Overtime	Overtime	Individual		ISC
ISC Wages	Wages	Individual		ISC
ISC Benefits	Benefits	Individual		ISC
ANA Fixed	Fixed	Individual		ANA
ANA Variable	Variable	Individual		ANA
ANA Startup Cost	Startup Cost	Individual		ANA
ANA FTEs	FTEs	Individual		ANA
ANA Overtime	Overtime	Individual		ANA
ANA Wages	Wages	Individual		ANA
ANA Benefits	Benefits	Individual		ANA
iShuttle Fixed	Fixed	Individual		iShuttle
iShuttle Variable	Variable	Individual		iShuttle
iShuttle Startup Cost	Startup Cost	Individual		iShuttle
iShuttle FTEs	FTEs	Individual		iShuttle
iShuttle Overtime	Overtime	Individual		iShuttle
iShuttle Wages	Wages	Individual		iShuttle
iShuttle Benefits	Benefits	Individual		iShuttle



Orange County Transportation Authority
Contracted Fixed Route
Variable Rate Pricing Sheet

Instructions:
 Please provide costs in the cells highlighted yellow within the 'ISC Variable', 'ANA Variable', and 'Shuttle Variable' tabs. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. OPERATIONS									
Driver Trainer(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Supervisor(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Extra-Board		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Window Supervisor(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mechanics	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Service Workers	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parts Clerk(s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Instructor(s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Fringe Benefits	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Employee Taxes	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Materials & Supplies									
Uniforms	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Supplies (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Supplies (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Supplies (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Supplies (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Taxes/Permits/Licenses									
Please Specify	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Please Specify	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Please Specify	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Please Specify	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Taxes/Permits/Licenses Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Casualty / Liability Insurance									
Specify Type (s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specify Type (s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specify Type (s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specify Type (s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Casualty / Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Operations and Maintenance Equipment Costs									
Equipment (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Maintenance									
Parts	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Cleaning	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Orange County Transportation Authority
Contracted Fixed Route
Variable Rate Pricing Sheet

Instructions:
 Please provide costs in the cells highlighted yellow within the 'ISC Variable', 'ANA Variable', and 'Shuttle Variable' tabs. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
I. Subtotal Variable (A+B+C+D+E+F+G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Variable	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Variable	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Management Fee/Profit (Overhead)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Management Fee/ Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/ Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
K. Total Variable Expenses (I+J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Expenses	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Expenses	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L. Total Revenue Vehicle Hours (RVH)		709,322.08	671,669.57	671,669.57	673,052.45	676,707.44	670,286.69	670,191.28	671,669.57
M. Total Variable Rate Per RVH (K/L)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N. Total Variable Rate Per RVH (Greater than 20% RVH Decrease)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O. Total Variable Rate Per RVH (Greater than 20% RVH Increase)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Orange County Transportation Authority
Contracted Fixed Route
Fixed Rate Pricing Sheet

Instructions:
 Please provide costs in the cells highlighted yellow within the 'ISC Fixed', 'ANA Fixed', and 'iShuttle Fixed' tabs. If there are any costs shared between Regular CFR and iShuttle, please allocate the cost by service and base.
 If there is any costs that are not applicable to your proposal, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Fixed Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. Management & Oversight									
Direct Labor Wages									
Project Manager(s)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Manager(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Director of Maintenance	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Manager(s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Safety Manager(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training Manager(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Customer Relations Coordinator(s)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Fringe Benefits	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Fringe Benefits	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Employee Taxes	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Employee Taxes	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Depreciation Costs									
Equipment (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Vehicles (type & quantity)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Vehicles (type & quantity)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Casualty/Liability Insurance Cost									
Performance Bond	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Specify type	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Specify type	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Specify type	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Casualty/Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Equipment Costs									
Telecommunications Equipment (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Hardware (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone Service	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Subtotal Fixed Costs (A+B+C+D+E+F)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Fixed Cost	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Fixed Cost	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Admin Fixed Cost	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Management Fee/Profit	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Management Fee/Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Management Fee/Profit	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Total Fixed Costs (G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Total Fixed Costs	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Total Fixed Costs	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Total Fixed Costs	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Total Number of Operating Months*		12	12	12	12	12	12	12	12
K. Total Fixed Rate Cost Per Month (I/J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations Fixed Rate Cost Per Month	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Maintenance Fixed Rate Cost Per Month	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Admin Fixed Rate Cost Per Month	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* For months that overlap contract years, fixed cost will be pro-rated based on the monthly rate in the overlapping years.



Orange County Transportation Authority
Contracted Fixed Route
Startup Costs (Year 1)

Instructions:

Please provide startup costs in the cells highlighted yellow within the 'ISC Startup Cost' and 'ANA Startup Cost' tabs.
 If there are startup costs shared by both Regular CFR and iShuttle, please provide allocated costs by service and base.

Startup Costs (Year 1)			
Category	Description	Categories	Total
Driver Training			
	Drivers (Retain)	Operations	\$ -
	Drivers (New)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
Operations Staff			
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
Maintenance Staff			
	Other (Please Specify)	Maintenance	\$ -
	Other (Please Specify)	Maintenance	\$ -
	Other (Please Specify)	Maintenance	\$ -
	Other (Please Specify)	Maintenance	\$ -
Admin Staff			
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
Other Costs			
	Office Supplies	Admin	\$ -
	Training Supplies	Admin	\$ -
	Job Fair	Admin	\$ -
	Recruiting	Admin	\$ -
	IT Set-up	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
Startup Cost Total			\$ -



Orange County Transportation Authority
Contracted Fixed Route (No iShuttle)
Variable Rate Pricing Sheet

Instructions:

Please provide costs in the cells highlighted yellow within the 'ISC Variable' and 'ANA Variable' tabs. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. OPERATIONS									
Driver Trainer(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Supervisor(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Extra-Board		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Window Supervisor(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mechanics	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Service Workers	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parts Clerk(s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Instructor(s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Fringe Benefits	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Employee Taxes	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Materials & Supplies									
Uniforms	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Supplies (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Supplies (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Supplies (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Supplies (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Taxes/Permits/Licenses									
Please Specify	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Please Specify	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Please Specify	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Please Specify	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Taxes/Permits/Licenses Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Casualty / Liability Insurance									
Specify Type (s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specify Type (s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specify Type (s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specify Type (s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Casualty / Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Operations and Maintenance Equipment Costs									
Equipment (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Maintenance									
Parts	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Cleaning	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Orange County Transportation Authority
Contracted Fixed Route (No iShuttle)
Variable Rate Pricing Sheet

Instructions:

Please provide costs in the cells highlighted yellow within the 'ISC Variable' and 'ANA Variable' tabs. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
I. Subtotal Variable (A+B+C+D+E+F+G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Variable	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Variable	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Management Fee/Profit (Overhead)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Management Fee/ Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/ Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
K. Total Variable Expenses (I+J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Expenses	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Expenses	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L. Total Revenue Vehicle Hours (RVH)		686,462.46	649,999.67	649,999.67	651,297.57	654,782.60	648,701.77	648,606.36	649,999.67
M. Total Variable Rate Per RVH (K/L)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N. Total Variable Rate Per RVH (Greater than 20% RVH Decrease)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O. Total Variable Rate Per RVH (Greater than 20% RVH Increase)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Orange County Transportation Authority
Contracted Fixed Route (No iShuttle)
Fixed Rate Pricing Sheet

Instructions:
 Please provide costs in the cells highlighted yellow within the 'ISC Fixed' and 'ANA Fixed' tabs. If there are any costs shared between Regular CFR and iShuttle, please allocate the cost by service and base.
 If there are any costs that are not applicable to your proposal, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Fixed Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. Management & Oversight									
Direct Labor Wages									
Project Manager(s)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Manager(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Director of Maintenance	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Manager(s)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Safety Manager(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training Manager(s)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Customer Relations Coordinator(s)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Fringe Benefits	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Fringe Benefits	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Employee Taxes	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Employee Taxes	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Depreciation Costs									
Equipment (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Vehicles (type & quantity)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Vehicles (type & quantity)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Casualty/Liability Insurance Cost									
Performance Bond	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Specify type	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Specify type	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Specify type	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Casualty/Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Equipment Costs									
Telecommunications Equipment (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Hardware (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software (specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone Service	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Please Specify)	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Subtotal Fixed Costs (A+B+C+D+E+F)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Fixed Cost	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Fixed Cost	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Admin Fixed Cost	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Management Fee/Profit	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Management Fee/Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Management Fee/Profit	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Total Fixed Costs (G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Total Fixed Costs	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Total Fixed Costs	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Total Fixed Costs	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Total Number of Operating Months*		12	12	12	12	12	12	12	12
K. Total Fixed Rate Cost Per Month (I/J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations Fixed Rate Cost Per Month	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Maintenance Fixed Rate Cost Per Month	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Admin Fixed Rate Cost Per Month	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* For months that overlap contract years, fixed cost will be pro-rated based on the monthly rate in the overlapping years.



Orange County Transportation Authority
Contracted Fixed Route (No iShuttle)
CFR Only Startup Costs (Year 1)

Instructions:

Please provide startup costs in the cells highlighted yellow within the 'ISC Startup Cost' and 'ANA Startup Cost' tabs.
 If there are startup costs shared by both Regular CFR and iShuttle, please provide allocated costs by service and base.

CFR Only Startup Costs (Year 1)			
Category	Description	Categories	Total
Driver Training			
	Drivers (Retain)	Operations	\$ -
	Drivers (New)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
Operations Staff			
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
	Other (Please Specify)	Operations	\$ -
Maintenance Staff			
	Other (Please Specify)	Maintenance	\$ -
	Other (Please Specify)	Maintenance	\$ -
	Other (Please Specify)	Maintenance	\$ -
	Other (Please Specify)	Maintenance	\$ -
Admin Staff			
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
Other Costs			
	Office Supplies	Admin	\$ -
	Training Supplies	Admin	\$ -
	Job Fair	Admin	\$ -
	Recruiting	Admin	\$ -
	IT Set-up	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
	Other (Please Specify)	Admin	\$ -
Startup Cost Total			\$ -



Orange County Transportation Authority
Contracted Fixed Route
Irvine Sand Canyon Variable Rate Pricing Sheet

Instructions:

Please complete cells highlighted in yellow for the Irvine Sand Canyon bus base. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular									
Extra-Board									
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations								
Maintenance Fringe Benefits	Maintenance								
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations								
Maintenance Employee Taxes	Maintenance								
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Materials & Supplies									
Uniforms	Operations								
Miscellaneous Supplies (Please Specify)	Operations								
Miscellaneous Supplies (Please Specify)	Operations								
Miscellaneous Supplies (Please Specify)	Maintenance								
Miscellaneous Supplies (Please Specify)	Maintenance								
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Taxes/Permits/Licenses									
Please Specify	Operations								
Please Specify	Operations								
Please Specify	Maintenance								
Please Specify	Maintenance								
Subtotal Taxes/Permits/Licenses Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Casualty / Liability Insurance									
Specify Type (s)	Operations								
Specify Type (s)	Operations								
Specify Type (s)	Maintenance								
Specify Type (s)	Maintenance								
Subtotal Casualty / Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Operations and Maintenance Equipment Costs									
Equipment (Please Specify)	Operations								
Equipment (Please Specify)	Operations								
Equipment (Please Specify)	Maintenance								
Equipment (Please Specify)	Maintenance								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Maintenance									
Parts	Maintenance								
Vehicle Cleaning	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Maintenance Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Orange County Transportation Authority
Contracted Fixed Route
Irvine Sand Canyon Variable Rate Pricing Sheet

Instructions:

Please complete cells highlighted in yellow for the Irvine Sand Canyon bus base. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
I. Subtotal Variable (A+B+C+D+E+F+G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Variable	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Variable	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Management Fee/Profit (Overhead)	Total								
Operations Management Fee/ Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/ Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
K. Total Variable Expenses (I+J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Expenses	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Expenses	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L. Total Revenue Vehicle Hours (RVH)		306,467.11	290,263.31	290,263.31	290,966.14	292,681.90	289,560.48	289,523.50	290,263.31
M. Total Variable Rate Per RVH (K/L)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N. Total Variable Rate Per RVH (Greater than 20% RVH Decrease)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations								
Total Variable Maintenance Rate per RVH	Maintenance								
O. Total Variable Rate Per RVH (Greater than 20% RVH Increase)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations								
Total Variable Maintenance Rate per RVH	Maintenance								



Orange County Transportation Authority
Contracted Fixed Route
Irvine Sand Canyon Fixed Rate Pricing Sheet

Instructions:

Please provide costs in cells highlighted in yellow for the Irvine Sand Canyon bus base. If there are any costs shared between Regular CFR bases and/or iShuttle, please allocate the cost and include Regular CFR Irvine Sand Canyon fixed cost only in the below tables. If there is any costs that are not applicable to your proposal, please leave the cells blank. For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Fixed Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. Management & Oversight									
Direct Labor Wages									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations								
Maintenance Fringe Benefits	Maintenance								
Admin Fringe Benefits	Admin								
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations								
Maintenance Employee Taxes	Maintenance								
Admin Employee Taxes	Admin								
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Depreciation Costs									
Equipment (specify)	Admin								
Equipment (specify)	Admin								
Support Vehicles (type & quantity)	Operations								
Support Vehicles (type & quantity)	Operations								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Casualty/Liability Insurance Cost									
Performance Bond	Admin								
Other Specify type	Admin								
Other Specify type	Admin								
Other Specify type	Admin								
Subtotal Casualty/Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Equipment Costs									
Telecommunications Equipment (specify)	Admin								
Computer Hardware (specify)	Admin								
Software (specify)	Admin								
Telephone Service	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Subtotal Fixed Costs (A+B+C+D+E+F)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Fixed Cost	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Fixed Cost	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Admin Fixed Cost	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Management Fee/Profit	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Management Fee/Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Management Fee/Profit	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Total Fixed Costs (G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Total Fixed Costs	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Total Fixed Costs	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Total Fixed Costs	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Total Number of Operating Months*		12	12	12	12	12	12	12	12
K. Total Fixed Rate Cost Per Month (I/J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations Fixed Rate Cost Per Month	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Maintenance Fixed Rate Cost Per Month	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Admin Fixed Rate Cost Per Month	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* For months that overlap contract years, fixed cost will be pro-rated based on the monthly rate in the overlapping years.



Orange County Transportation Authority
Contracted Fixed Route
Irvine Sand Canyon Startup Costs (Year 1)

Instructions:

Please provide startup costs for the Irvine Sand Canyon bus base.

If there are startup costs shared by both Regular CFR bases and/or iShuttle, please provide allocated costs by service and base.

Irvine Sand Canyon Startup Costs (Year 1)			
Category	Description	Categories	Cost
Driver Training			
	Drivers (Retain)	Operations	
	Drivers (New)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
Operations Staff			
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
Maintenance Staff			
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
Admin Staff			
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
Other Costs			
	Office Supplies	Admin	
	Training Supplies	Admin	
	Job Fair	Admin	
	Recruiting	Admin	
	IT Set-up	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
Startup Cost Total			\$ -



Orange County Transportation Authority
Contracted Fixed Route
Irvine Sand Canyon FTE Assumptions

Instructions:

Please provide FTE assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for the Irvine Sand Canyon bus base.
 If there is staff that works for both Regular CFR bases and/or iShuttle, please provide allocated staff by service and base.

	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Assumed Operator (Regular) Assignments								
Assumed Operator (Extra Board) Assignments								
Total Assumed Operator Assignments	-	-	-	-	-	-	-	-

Irvine Sand Canyon FTE Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
1 FTE = 2,080 hours									
OPERATIONS (Variable)									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	-	-	-	-	-	-	-	-
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE (Variable)									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
Irvine Sand Canyon Overtime Assumptions

Instructions:

Please provide annual overtime assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for the Irvine Sand Canyon bus base.
 If there is staff that works for both Regular CFR bases and/or iShuttle, please provide allocated staff overtime by service and base.

Irvine Sand Canyon Overtime Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
Annual Overtime Hours									
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	-	-	-	-	-	-	-	-
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
Irvine Sand Canyon Direct Labor Wage Assumptions

Instructions:
 Please provide average direct labor wage rate assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for the Irvine Sand Canyon Bus Base.

Irvine Sand Canyon Direct Labor Wage Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
Irvine Sand Canyon Benefits Assumptions

Instructions:

Please provide average benefits assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for the Irvine Sand Canyon bus base.

Irvine Sand Canyon Benefits Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
Anaheim Variable Rate Pricing Sheet

Instructions:

Please complete cells highlighted in yellow for the Anaheim bus base. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular									
Extra-Board									
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations								
Maintenance Fringe Benefits	Maintenance								
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations								
Maintenance Employee Taxes	Maintenance								
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Materials & Supplies									
Uniforms	Operations								
Miscellaneous Supplies (Please Specify)	Operations								
Miscellaneous Supplies (Please Specify)	Operations								
Miscellaneous Supplies (Please Specify)	Maintenance								
Miscellaneous Supplies (Please Specify)	Maintenance								
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Taxes/Permits/Licenses									
Please Specify	Operations								
Please Specify	Operations								
Please Specify	Maintenance								
Please Specify	Maintenance								
Subtotal Taxes/Permits/Licenses Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Casualty / Liability Insurance									
Specify Type (s)	Operations								
Specify Type (s)	Operations								
Specify Type (s)	Maintenance								
Specify Type (s)	Maintenance								
Subtotal Casualty / Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Operations and Maintenance Equipment Costs									
Equipment (Please Specify)	Operations								
Equipment (Please Specify)	Operations								
Equipment (Please Specify)	Maintenance								
Equipment (Please Specify)	Maintenance								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Maintenance									
Parts	Maintenance								
Vehicle Cleaning	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Maintenance Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Orange County Transportation Authority
Contracted Fixed Route
Anaheim Variable Rate Pricing Sheet

Instructions:

Please complete cells highlighted in yellow for the Anaheim bus base. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
I. Subtotal Variable (A+B+C+D+E+F+G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Variable	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Variable	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Management Fee/Profit (Overhead)	Total								
Operations Management Fee/ Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/ Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
K. Total Variable Expenses (I+J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Expenses	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Expenses	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L. Total Revenue Vehicle Hours (RVH)		379,995.35	359,736.36	359,736.36	360,331.43	362,100.70	359,141.29	359,082.86	359,736.36
M. Total Variable Rate Per RVH (K/L)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N. Total Variable Rate Per RVH (Greater than 20% RVH Decrease)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations								
Total Variable Maintenance Rate per RVH	Maintenance								
O. Total Variable Rate Per RVH (Greater than 20% RVH Increase)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations								
Total Variable Maintenance Rate per RVH	Maintenance								



Orange County Transportation Authority
Contracted Fixed Rate
Anaheim Fixed Rate Pricing Sheet

Instructions:

Please provide costs in cells highlighted in yellow for the Anaheim bus base. If there are any fixed costs shared between Regular CFR and iShuttle, please allocate the cost and include Regular CFR Anaheim fixed cost only in the below tables.
 If there is any costs that are not applicable to your proposal, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Fixed Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. Management & Oversight									
Direct Labor Wages									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations								
Maintenance Fringe Benefits	Maintenance								
Admin Fringe Benefits	Admin								
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations								
Maintenance Employee Taxes	Maintenance								
Admin Employee Taxes	Admin								
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Depreciation Costs									
Equipment (specify)	Admin								
Equipment (specify)	Admin								
Support Vehicles (type & quantity)	Operations								
Support Vehicles (type & quantity)	Operations								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Casualty/Liability Insurance Cost									
Performance Bond	Admin								
Other Specify type	Admin								
Other Specify type	Admin								
Other Specify type	Admin								
Subtotal Casualty/Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Equipment Costs									
Telecommunications Equipment (specify)	Admin								
Computer Hardware (specify)	Admin								
Software (specify)	Admin								
Telephone Service	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Subtotal Fixed Costs (A+B+C+D+E+F)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Fixed Cost	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Fixed Cost	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Admin Fixed Cost	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Management Fee/Profit	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Management Fee/Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Management Fee/Profit	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Total Fixed Costs (G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Total Fixed Costs	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Total Fixed Costs	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Total Fixed Costs	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Total Number of Operating Months*		12	12	12	12	12	12	12	12
K. Total Fixed Rate Cost Per Month (I/J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations Fixed Rate Cost Per Month	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Maintenance Fixed Rate Cost Per Month	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Admin Fixed Rate Cost Per Month	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* For months that overlap contract years, fixed cost will be pro-rated based on the monthly rate in the overlapping years.



Orange County Transportation Authority
Contracted Fixed Route
Anaheim Startup Costs (Year 1)

Instructions:

Please provide startup costs for the Anaheim bus base.

If there are startup costs shared by both Regular CFR bases and/or iShuttle, please provide allocated costs by service and base.

Anaheim Startup Costs (Year 1)			
Category	Description	Categories	Cost
Driver Training			
	Drivers (Retain)	Operations	
	Drivers (New)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
Operations Staff			
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
Maintenance Staff			
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
Admin Staff			
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
Other Costs			
	Office Supplies	Admin	
	Training Supplies	Admin	
	Job Fair	Admin	
	Recruiting	Admin	
	IT Set-up	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
Startup Cost Total			\$ -



Orange County Transportation Authority
Contracted Fixed Route
Anaheim FTE Assumptions

Instructions:

Please provide FTE assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for the Anaheim bus base.
 If there is staff that works for both Regular CFR bases and/or iShuttle, please provide allocated staff by service and base.

	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Assumed Operator (Regular) Assignments								
Assumed Operator (Extra Board) Assignments								
Total Assumed Operator Assignments	-	-	-	-	-	-	-	-

Anaheim FTE Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
1 FTE = 2,080 hours									
OPERATIONS (Variable)									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	-	-	-	-	-	-	-	-
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE (Variable)									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
Anaheim Overtime Assumptions

Instructions:

Please provide annual overtime assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for the Anaheim bus base.
 If there is staff that works for both Regular CFR bases and/or iShuttle, please provide allocated staff overtime by service and base.

Anaheim Overtime Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
Annual Overtime Hours									
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	-	-	-	-	-	-	-	-
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
Anaheim Direct Labor Wage Assumptions

Instructions:

Please provide average direct labor wage rate assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for the Anaheim Bus Base.

Anaheim Direct Labor Wage Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
Anaheim Benefits Assumptions

Instructions:

Please provide average benefits assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for the Anaheim bus base.

Anaheim Benefits Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
iShuttle Variable Rate Pricing Sheet

Instructions:

Please complete cells highlighted in yellow for iShuttle services. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular									
Extra-Board									
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations								
Maintenance Fringe Benefits	Maintenance								
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations								
Maintenance Employee Taxes	Maintenance								
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Materials & Supplies									
Uniforms	Operations								
Miscellaneous Supplies (Please Specify)	Operations								
Miscellaneous Supplies (Please Specify)	Operations								
Miscellaneous Supplies (Please Specify)	Maintenance								
Miscellaneous Supplies (Please Specify)	Maintenance								
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Taxes/Permits/Licenses									
Please Specify	Operations								
Please Specify	Operations								
Please Specify	Maintenance								
Please Specify	Maintenance								
Subtotal Taxes/Permits/Licenses Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Casualty / Liability Insurance									
Specify Type (s)	Operations								
Specify Type (s)	Operations								
Specify Type (s)	Maintenance								
Specify Type (s)	Maintenance								
Subtotal Casualty / Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Operations and Maintenance Equipment Costs									
Equipment (Please Specify)	Operations								
Equipment (Please Specify)	Operations								
Equipment (Please Specify)	Maintenance								
Equipment (Please Specify)	Maintenance								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Maintenance									
Parts	Maintenance								
Vehicle Cleaning	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Subtotal Maintenance Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Orange County Transportation Authority
Contracted Fixed Route
iShuttle Variable Rate Pricing Sheet

Instructions:

Please complete cells highlighted in yellow for iShuttle services. If there is any costs that are not applicable to your proposals, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Variable Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
I. Subtotal Variable (A+B+C+D+E+F+G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Variable	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Variable	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Management Fee/Profit (Overhead)	Total								
Operations Management Fee/ Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/ Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
K. Total Variable Expenses (I+J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Expenses	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Expenses	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L. Total Revenue Vehicle Hours (RVH)		22,859.62	21,669.90	21,669.90	21,754.88	21,924.84	21,584.92	21,584.92	21,669.90
M. Total Variable Rate Per RVH (K/L)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Maintenance Rate per RVH	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N. Total Variable Rate Per RVH (Greater than 20% RVH Decrease)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations								
Total Variable Maintenance Rate per RVH	Maintenance								
O. Total Variable Rate Per RVH (Greater than 20% RVH Increase)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Variable Operations Rate per RVH	Operations								
Total Variable Maintenance Rate per RVH	Maintenance								



Orange County Transportation Authority
Contracted Fixed Route
iShuttle Fixed Rate Pricing Sheet

Instructions:
 Please provide costs in cells highlighted in yellow for iShuttle services. If there are any costs shared between Regular CFR and iShuttle, please allocate the cost and include iShuttle fixed cost only in the below tables.
 If there is any costs that are not applicable to your proposal, please leave the cells blank.
 For all costs, please provide select categories in column D. If any "other" cost is included, please specify the cost.

Fixed Rate	Categories	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
A. Management & Oversight									
Direct Labor Wages									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Fringe Benefits (Positions referenced in "A" above)									
Operations Fringe Benefits	Operations								
Maintenance Fringe Benefits	Maintenance								
Admin Fringe Benefits	Admin								
Subtotal Fringe Benefit Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Employee Taxes (Positions referenced in "A" above)									
Operations Employee Taxes	Operations								
Maintenance Employee Taxes	Maintenance								
Admin Employee Taxes	Admin								
Subtotal Employee Tax Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Depreciation Costs									
Equipment (specify)	Admin								
Equipment (specify)	Admin								
Support Vehicles (type & quantity)	Operations								
Support Vehicles (type & quantity)	Operations								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Casualty/Liability Insurance Cost									
Performance Bond	Admin								
Other Specify type	Admin								
Other Specify type	Admin								
Other Specify type	Admin								
Subtotal Casualty/Liability Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Equipment Costs									
Telecommunications Equipment (specify)	Admin								
Computer Hardware (specify)	Admin								
Software (specify)	Admin								
Telephone Service	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Subtotal Fixed Costs (A+B+C+D+E+F)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations Fixed Cost	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Maintenance Fixed Cost	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Admin Fixed Cost	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Management Fee/Profit	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Management Fee/Profit	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Management Fee/Profit	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Management Fee/Profit	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Total Fixed Costs (G+H)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Total Fixed Costs	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Total Fixed Costs	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Total Fixed Costs	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Total Number of Operating Months*		12	12	12	12	12	12	12	12
K. Total Fixed Rate Cost Per Month (I/J)	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations Fixed Rate Cost Per Month	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Maintenance Fixed Rate Cost Per Month	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Admin Fixed Rate Cost Per Month	Admin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* For months that overlap contract years, fixed cost will be pro-rated based on the monthly rate in the overlapping years.



Orange County Transportation Authority
Contracted Fixed Route
iShuttle Startup Costs (Year 1)

Instructions:

Please provide startup costs for iShuttle.

If there are startup costs shared by both Regular CFR and iShuttle, please provide allocated costs by service and base.

iShuttle Startup Costs (Year 1)			
Category	Description	Categories	Cost
Driver Training			
	Drivers (Retain)	Operations	
	Drivers (New)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
Operations Staff			
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
	Other (Please Specify)	Operations	
Maintenance Staff			
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
	Other (Please Specify)	Maintenance	
Admin Staff			
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
Other Costs			
	Office Supplies	Admin	
	Training Supplies	Admin	
	Job Fair	Admin	
	Recruiting	Admin	
	IT Set-up	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
	Other (Please Specify)	Admin	
Startup Cost Total			\$ -



Orange County Transportation Authority
Contracted Fixed Route
iShuttle FTE Assumptions

Instructions:

Please provide FTE assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for iShuttle services.
 If there is staff that works for both Regular CFR and iShuttle, please provide allocated staff by service.

	Year 1	Year 2	Year 3	Year 4	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Assumed Operator (Regular) Assignments								
Assumed Operator (Extra Board) Assignments								
Total Assumed Operator Assignments	-	-	-	-	-	-	-	-

iShuttle FTE Assumptions Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates	6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
1 FTE = 2,080 hours								
OPERATIONS (Variable)								
Driver Trainer(s)	Operations							
Road Supervisor(s)	Operations							
Operators (Drivers)	Operations	-	-	-	-	-	-	-
Regular	Operations							
Extra-Board	Operations							
Window Supervisor(s)	Operations							
Other (Please Specify)	Operations							
Other (Please Specify)	Operations							
Other (Please Specify)	Operations							
MAINTENANCE (Variable)								
Mechanic Supervisor(s)	Maintenance							
Mechanics	Maintenance							
Service Workers	Maintenance							
Parts Clerk(s)	Maintenance							
Maintenance Instructor(s)	Maintenance							
Other (Please Specify)	Maintenance							
Other (Please Specify)	Maintenance							
Other (Please Specify)	Maintenance							
Management & Oversight (Fixed)								
Project Manager(s)	Admin							
Operations Manager(s)	Operations							
Director of Maintenance	Maintenance							
Maintenance Manager(s)	Maintenance							
Safety Manager(s)	Operations							
Training Manager(s)	Operations							
Customer Relations Coordinator(s)	Admin							
Other (Please Specify)	Admin							
Other (Please Specify)	Admin							
Other (Please Specify)	Admin							



Orange County Transportation Authority
Contracted Fixed Route
iShuttle Overtime Assumptions

Instructions:

Please provide annual overtime assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for iShuttle services.
 If there is staff that works for both Regular CFR and iShuttle, please provide allocated staff overtime by service.

iShuttle Overtime Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
Annual Overtime Hours									
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	-	-	-	-	-	-	-	-
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
iShuttle Direct Labor Wage Assumptions

Instructions:

Please provide average direct labor wage rate assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for iShuttle.

iShuttle Direct Labor Wage Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								



Orange County Transportation Authority
Contracted Fixed Route
iShuttle Benefits Assumptions

Instructions:

Please provide average benefits assumptions in the highlighted cells for all positions listed in Variable and Fixed rates for iShuttle.

iShuttle Benefits Assumptions	Categories	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2	YEAR 1	YEAR 2
Start Dates		6/11/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
End Dates		6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	6/30/2029	6/30/2030	6/30/2031
OPERATIONS									
Driver Trainer(s)	Operations								
Road Supervisor(s)	Operations								
Operators (Drivers)	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regular	Operations								
Extra-Board	Operations								
Window Supervisor(s)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
Other (Please Specify)	Operations								
MAINTENANCE									
Mechanic Supervisor(s)	Maintenance								
Mechanics	Maintenance								
Service Workers	Maintenance								
Parts Clerk(s)	Maintenance								
Maintenance Instructor(s)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Other (Please Specify)	Maintenance								
Management & Oversight (Fixed)									
Project Manager(s)	Admin								
Operations Manager(s)	Operations								
Director of Maintenance	Maintenance								
Maintenance Manager(s)	Maintenance								
Safety Manager(s)	Operations								
Training Manager(s)	Operations								
Customer Relations Coordinator(s)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								
Other (Please Specify)	Admin								

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-2-2578**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 20__
7 (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter
9 referred to as "AUTHORITY"), , , , (hereinafter referred to as "CONTRACTOR").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide management and
12 operation services including, but not limited to, all management, personnel, operations, insurance, record
13 keeping and reporting, computer hardware, and administrative software, and vehicles for driver relief and
14 road supervision as necessary for the operation of the Contracted Fixed Route, StationLink, and iShuttle
15 services; and

16 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

17 **WHEREAS**, CONTRACTOR has represented that it has the requisite personnel and experience,
18 and is capable of performing such services; and

19 **WHEREAS**, CONTRACTOR wishes to perform these services;

20 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONTRACTOR
21 as follows:

22 **ARTICLE 1. COMPLETE AGREEMENT**

23 A. This Agreement, including all exhibits and documents incorporated herein and made
24 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
25 the Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations,
26 understandings and communications. The invalidity in whole or in part of any term or condition of this

1 Agreement shall not affect the validity of other terms or conditions.

2 B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's
3 performance of any terms or conditions of this Agreement shall not be construed as a waiver or
4 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
5 conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect.
6 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
7 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
8 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

9 **ARTICLE 2. AUTHORITY DESIGNEE**

10 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
11 exercise any of the rights of AUTHORITY as set forth in this Agreement.

12 **ARTICLE 3. SCOPE OF WORK**

13 A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to
14 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this
15 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times
16 and places designated by AUTHORITY.

17 B. CONTRACTOR shall provide the personnel listed below to perform the above-specified
18 services, which persons are hereby designated as key personnel under this Agreement.

<u>Names</u>	<u>Functions</u>

24 C. No person named in paragraph B of this Article, or his/her successor approved by
25 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function
26 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

EXHIBIT C

1 D. If AUTHORITY becomes dissatisfied with the performance of any person designated as "key
2 personnel" or with any driver performing under this Agreement, AUTHORITY shall notify CONTRACTOR
3 in writing. Within ten (10) working days of receipt of such notice, CONTRACTOR shall, at its sole
4 discretion, either propose a replacement person for evaluation and approval by AUTHORITY or present
5 to AUTHORITY a plan for correcting the incumbent's performance deficiencies within a period of
6 thirty (30) days thereafter. If AUTHORITY rejects the plan presented by CONTRACTOR or if the
7 incumbent's performance deficiencies are not corrected to AUTHORITY's satisfaction within the (30) day
8 plan period approved by AUTHORITY, then CONTRACTOR shall, within ten (10) working days after
9 rejection of the plan or expiration of the 30-day plan period, propose to AUTHORITY a replacement
10 person for evaluation and approval by AUTHORITY.

11 E. Should the services of any key person become no longer available to CONTRACTOR, the
12 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval
13 as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the
14 incumbent key person, unless CONTRACTOR is not provided with prior notice by the departing
15 employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following
16 receipt of these qualifications concerning acceptance of the candidate for replacement.

17 F. If CONTRACTOR should find it necessary in the future to replace or reassign
18 CONTRACTOR's "key personnel" positions, CONTRACTOR agrees to consult with AUTHORITY in order
19 to seek its input and concurrence on CONTRACTOR's replacement for the position.

20 G. If, during the course of normal employee turnover, the position of the Project Manager,
21 Operations Manager, Maintenance Manager, or Safety and Training Manager remains open for a period
22 in excess of thirty (30) calendar days, AUTHORITY may deduct the salary and benefits, as described in
23 Exhibit A, Scope of Work, plus a penalty of One Thousand Dollars (\$1,000.00) per day for every day in
24 which the position remains unfilled beyond the first thirty (30) calendar days.

25 **ARTICLE 4. TERM OF AGREEMENT**

26 A. This Agreement shall be effective upon written Notice to Proceed, with services commencing

1 June 11, 2023, and shall continue in full force and effect through June 30, 2027 (Initial Term), unless
2 earlier terminated or extended as provided in this Agreement.

3 B. AUTHORITY, at its sole discretion, on not less than sixty (60) days prior written notice, may
4 elect to extend the term of this Agreement for an additional twenty-four (24) months commencing
5 July 1, 2027 and continuing through June 30, 2029 (First Option Term), and thereupon require
6 CONTRACTOR to continue to provide services, and otherwise perform, in accordance with Exhibit A and
7 at the rates set forth in Exhibit B "Price Summary Sheets" which are attached to and, by this reference,
8 incorporated in and made a part of this Agreement.

9 C. AUTHORITY, at its sole discretion, on not less than sixty (60) days prior written notice, may
10 elect to extend the term of this Agreement for an additional twenty-four (24) months commencing
11 July 1, 2029 and continuing through June 30, 2031 (Second Option Term), and thereupon require
12 CONTRACTOR to continue to provide services, and otherwise perform, in accordance with Exhibit A and
13 at the rates set forth in Exhibit B "Price Summary Sheets" which are attached to and, by this reference,
14 incorporated in and made a part of this Agreement.

15 D. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish
16 its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as
17 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
18 extending through June 30, 2031, which period encompasses the Initial Term, First Option Term and
19 Second Option Term.

20 **ARTICLE 5. AUTHORITY OVERSIGHT AND MANAGEMENT**

21 A. AUTHORITY's Manager of Contracted Services, or designee, shall be the single point of
22 contact for CONTRACTOR and be responsible for performance management. AUTHORITY shall assign
23 personnel from various departments to monitor different aspects of CONTRACTOR's performance to
24 assist the Manager of Community Transportation Services in ensuring compliance with Exhibit A "Scope
25 of Work". All formal communications regarding technical performance under this Agreement shall be
26 between the Manager of Community Transportation Services and CONTRACTOR and shall be subject

EXHIBIT C

1 to Article 1 herein. Communications for all contractual issues arising out of CONTRACTOR's performance
2 under this Agreement shall be between the Manager of Contracts Administration and Materials
3 Management (CAMM), or designee and CONTRACTOR and be subject to Article 1 herein.

4 B. Any verbal additions, deletions, or modifications of any kind made to the Agreement including
5 changes to the Scope of Work and/or other Exhibits or Attachments by any personnel not specified in
6 paragraph A shall be considered unauthorized and invalid. Valid modifications to the Agreement, Scope
7 of Work, other Exhibits and Attachments shall be in the form of a written amendment, signed by either
8 AUTHORITY's Chief Executive Officer or Manager of CAMM.

9 **ARTICLE 6. PAYMENT**

10 A. As a material inducement to AUTHORITY to enter into this Agreement, CONTRACTOR
11 represents and warrants that it has thoroughly and independently investigated and considered the scope
12 of services and fully understands the difficulties, costs, and restrictions in performing the work and in
13 entering into this Agreement and is not relying on any representations by AUTHORITY other than those
14 set forth herein. CONTRACTOR represents that it is experienced in performing the work and warrants
15 that its cost proposal reflects its independent investigation of the work to be performed. CONTRACTOR
16 further warrants that the work can and will be performed in accordance with such cost proposal during
17 the entire term of this Agreement. CONTRACTOR guarantees its proposed price, barring changes in
18 scope directed by AUTHORITY outside the intent of the subject Request for Proposals.

19 B. AUTHORITY shall pay CONTRACTOR a fixed monthly rate and a variable rate for the
20 services described in Exhibit A, Scope of Work. The rates are based on the costs provided in the "Price
21 Summary Sheets" as shown in Exhibit B.

22 C. During each billing period, CONTRACTOR shall meet the performance standards as specified
23 in Exhibit A. Failure to meet these standards shall result in the application of the Exhibit A specified
24 penalties against CONTRACTOR's billing-period invoice(s). AUTHORITY will monitor performance of
25 CONTRACTOR against the performance measures stated in Exhibit A to ensure that the standards that
26 have been established are appropriate and fair.

1 D. On or before the 10th calendar day of the close of the billing period, CONTRACTOR shall
2 submit an invoice for the services provided to AUTHORITY, Attention Accounts Payable office, with a
3 copy to the Project Manager, itemizing CONTRACTOR's full and complete performance under this
4 Agreement for the previous period and showing the retained revenue deducted. The invoice shall include
5 all costs incurred by subcontractors including those that provide supplemental services. Each invoice
6 shall follow a format provided by the AUTHORITY and shall cite Agreement No. C-2-2578; specify service
7 for which payment is being requested; the time period covered by the invoice and the amount of payment
8 requested; and all relevant back-up documentation, including monthly operations summaries must be
9 included with each invoice. AUTHORITY shall remit payment within thirty (30) days of receipt and
10 approval of each invoice. If any portion of the invoice is disputed by AUTHORITY, AUTHORITY agrees
11 to reimburse CONTRACTOR for all undisputed costs. Disputed costs shall be resolved in thirty (30) days
12 and be included in the subsequent month's payment to CONTRACTOR.

13 **ARTICLE 7. REVENUE VEHICLE HOURS**

14 A revenue vehicle hour shall be defined as any sixty-minute increment of time, or portion thereof,
15 that a vehicle is available for passenger transport within the CONTRACTOR'S established hours of
16 service, including layover time. A vehicle is available for passenger transport from the time it arrives at
17 its first pickup location no earlier than the scheduled start time for a route and ends when it arrives at the
18 end of a scheduled route, excluding any meal breaks, service breaks, mechanical breakdowns and time
19 a vehicle is down due to an accident.

20 **ARTICLE 8. PROMPT PAYMENT CLAUSE**

21 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
22 facilitate timely payment to all subconsultants in accordance with regulatory mandates. The provisions of
23 this Article apply to both DBE and non-DBE subconsultants. Pursuant to Title 49 of the Code of Federal
24 Regulations (CFR) Part 26.29:

25 B. "CONTRACTOR or subconsultant agrees to pay each subconsultant under this Agreement
26 for satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of each

EXHIBIT C

1 progress payment CONTRACTOR receives from AUTHORITY on account of the work performed by the
2 subconsultant. CONTRACTOR agrees further to return retainage payments to each subconsultant within
3 fifteen (15) days after receiving payment for work satisfactorily completed and accepted including
4 incremental acceptances of portions of the Agreement work by AUTHORITY. Any delay or postponement
5 of payment from the above referenced time frame may take place only for good cause and with
6 AUTHORITY's prior written approval." CONTRACTOR shall incorporate this clause verbatim, set forth
7 above, in all subcontract, broker, vendor, supplier, purchase order or other source agreements issued to
8 both DBE and non-DBE firms. In the event that there is a dispute over all or any portion of the amount
9 due on a progress payment from CONTRACTOR or subconsultant to a subconsultant, CONTRACTOR
10 or subconsultant may withhold no more than 150 percent of the disputed amount.

11 C. Any violation of these provisions shall subject the violating CONTRACTOR to the penalties,
12 sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions
13 Code and Section 3321 of the California Civil Code. This requirement shall not be construed to limit or
14 impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or
15 subconsultant in the event of a dispute involving late payment or nonpayment by CONTRACTOR;
16 deficient subcontract performance or noncompliance by a subconsultant.

17 D. Failure to comply with these provisions without prior written approval from AUTHORITY will
18 constitute noncompliance, which shall result in the application of appropriate administrative sanctions to
19 the licensee, including, but not limited to, a penalty payable to the subconsultant, of two percent (2%) of
20 the invoice amount due per month, for every month that full payment is not made.

21 **ARTICLE 9. MAXIMUM OBLIGATION**

22 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
23 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
24 obligation for CONTRACTOR's profit) shall be _____ Dollars (\$_____.00) which
25 shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs
26 arising from, or due to termination of, this Agreement.

ARTICLE 10. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Georgia Martinez

Title:

Title: Department Manager, Contracts and Procurement

Phone:

Phone: (714) 560 – 5605

Email:

Email: gmartinez@octa.net

ARTICLE 11. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall

1 defend and indemnify AUTHORITY in relation to any allegations made.

2 **ARTICLE 12. AUTHORITY-FURNISHED EQUIPMENT**

3 A. AUTHORITY shall initially provide CONTRACTOR with revenue vehicles to operate the
4 required transportation services. However, the number of AUTHORITY-provided vehicles may prove to
5 be insufficient to meet peak service demands during the term of this Agreement. AUTHORITY shall work
6 closely with CONTRACTOR to evaluate the fleet requirements necessary to meet service demands and
7 make contingency fleet vehicles available as appropriate.

8 B. CONTRACTOR shall be liable to AUTHORITY for any damage to or loss of AUTHORITY
9 facilities, vehicles, radios, digital communications equipment, fareboxes, and other components of said
10 vehicles, and shall also be liable to AUTHORITY or such other parties who are under contract to
11 AUTHORITY for damage to or loss of other office equipment or property furnished by AUTHORITY to
12 CONTRACTOR for CONTRACTOR's possession and use under this Agreement, unless such damage
13 or loss results from the negligence, misconduct or breach of an agreement by such other party who is
14 under contract to AUTHORITY except as specified in Section D. CONTRACTOR's liability in this regard
15 shall include, but not be limited to, damage or loss caused by collision, negligence, abuse, vandalism, fire
16 or theft, but in no event shall such liability exceed the replacement cost of the vehicle(s), equipment or
17 other property so damaged or lost.

18 C. AUTHORITY shall provide the computer software applications identified in Exhibit A.
19 CONTRACTOR shall have no ownership rights to the software license, records, and software
20 maintenance. CONTRACTOR shall return all copies of the software, technical documentation and other
21 materials provided by AUTHORITY at the expiration or termination of this Agreement or upon request by
22 AUTHORITY. CONTRACTOR acknowledges that all software, documentation and other materials
23 provided may include trade secrets and other confidential and proprietary information. CONTRACTOR
24 shall maintain such information in confidence and not disclose the information directly or indirectly to any
25 third party. CONTRACTOR shall make no attempt to reverse compile, disassemble or otherwise reverse
26 engineer the software or any portion thereof. AUTHORITY shall provide all maintenance for the software

1 applications.

2 D. AUTHORITY shall provide all parts and labor required for GFI Fareboxes, unless repair is a
3 result of operator neglect and/or abuse.

4 E. The CONTRACTOR shall operate and maintain alternate fuel vehicles as requested by the
5 AUTHORITY.

6 F. Unless otherwise provided in this Agreement, upon delivery to CONTRACTOR or
7 manufacture or acquisition by it of any materials, parts, tooling or other property to which AUTHORITY
8 possesses title, or which AUTHORITY has rented or leased and furnished to CONTRACTOR,
9 CONTRACTOR assumes the risk of, and shall be responsible for, any damage to or loss of such property.
10 In any event, upon the conclusion of this Agreement or upon demand by AUTHORITY, CONTRACTOR
11 shall return such property to AUTHORITY in the condition in which it was received, except for reasonable
12 wear and tear and except for such property as has been reasonably consumed in performance of work
13 under this Agreement.

14 **ARTICLE 13. INSURANCE**

15 A. CONTRACTOR shall purchase and maintain with an insurer or insurers acceptable to
16 AUTHORITY policies of insurance which will protect CONTRACTOR, AUTHORITY and any other party
17 having an interest deriving from this Agreement, from claims which may arise from CONTRACTOR's acts
18 or omissions or from the acts or omissions of CONTRACTOR's subcontractors or other agents.

19 B. During performance hereunder, and throughout the term of this Agreement, CONTRACTOR
20 shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance
21 conditions (except as permitted in writing by AUTHORITY), and CONTRACTOR shall not, of its own
22 initiative, cause such insurance to be canceled or materially changed during the term of this Agreement.
23 CONTRACTOR may purchase an excess liability policy to comply with the minimum liability requirements
24 of this Agreement.

25 1. Workers' Compensation with limits as required by the State of California including a
26 Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees;

EXHIBIT C

1 2. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
2 limit-disease, and \$1,000,000 policy limit employee-disease;

3 3. Commercial General Liability, to include Premises/Completed Operations,
4 Independent Contractors', Contractual Liability, Personal Injury Liability, and Property Damage with a
5 minimum limit of \$5,000,000 per occurrence. AUTHORITY requires an unimpaired aggregate of
6 \$5,000,000.00 for this coverage;

7 4. Commercial Automobile insurance coverage to include owned, non-owned and hired
8 vehicles, with a minimum combined single limit of liability for Bodily Injury and Property Damage of
9 \$10,000,000.00 per occurrence to include collision and comprehensive coverage of not less than the
10 actual cash value of the vehicle. AUTHORITY requires an unimpaired aggregate of \$10,000,000.00 for
11 the Commercial Automobile Insurance Policy.

12 5. Garagekeepers Liability with minimum limits of \$2,000,000.00 of coverage per
13 occurrence.

14 C. Not less than ten (10) working days prior to commencement of this Agreement,
15 CONTRACTOR shall furnish to AUTHORITY's Contract Administrator a broker-issued certificate of
16 insurance showing the required insurance coverages for CONTRACTOR and further providing that:

17 1. AUTHORITY, its Officers, Directors, Employees and Agents are named as additional
18 insured(s) on the Commercial General Liability and Commercial Automobile insurance policies with
19 respect to performance hereunder; and

20 2. The coverage shall be primary and noncontributory as to any other insurance with
21 respect to performance hereunder; and

22 3. Thirty (30) days prior written notice of cancellation or material change in insurance
23 coverage to be given to AUTHORITY.

24 D. Within ninety (90) days from the effective date of this Agreement, CONTRACTOR shall furnish
25 to AUTHORITY's Contract Administrator a copy of the actual policy endorsement(s) naming AUTHORITY
26 as an additional insured as specified in paragraph C, subparagraph 1 of this Article. Each endorsement

EXHIBIT C

1 shall state the insurance policy number, the policy term and the insurance coverages for which
2 AUTHORITY is an additional insured.

3 E. "Occurrence," as used in this Article, means any event or related exposure to conditions which
4 result in bodily injury, property damage or other types losses resulting from the performance of this
5 contract.

6 F. CONTRACTOR, in the case of an accident, shall immediately notify AUTHORITY of the
7 accident and act on AUTHORITY's behalf in the following manner:

8 1. conduct an investigation of the accident and provide copies of reports and
9 photographs to AUTHORITY;

10 2. secure all evidence, including the AUTHORITY's-owned vehicle(s);

11 3. provide for towing and storage of AUTHORITY vehicles if needed;

12 4. defend and indemnify AUTHORITY in any and all claims or lawsuits resulting from the
13 accident; and

14 5. pursue claims on behalf of AUTHORITY for damage to AUTHORITY-owned vehicles
15 or property and any resulting loss of revenue. CONTRACTOR shall periodically communicate with
16 AUTHORITY's Risk Management Department on the status of accident-related events and claims
17 activities.

18 **ARTICLE 14. ORDER OF PRECEDENCE**

19 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

20 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2578;
21 (3) CONTRACTOR's initial cost proposal dated _____; and (4) all other documents, if any, cited
22 herein or incorporated by reference.

23 **ARTICLE 15. PERFORMANCE BOND**

24 A. As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations
25 under this Agreement, CONTRACTOR shall establish a performance bond in favor of AUTHORITY. The
26 bond shall be in the amount of ten percent (10%) of the total of the first four (4) contract year (Initial Term)

1 amounts and shall be executed by a corporate surety authorized to conduct business as a surety in the
2 state of California. If at any time this Agreement is amended, the amount of the bond shall be increased
3 or decreased accordingly.

4 B. The performance bond shall meet the following requirements:

5 1. Be established prior to payment of any invoices for work performed under this Agreement;

6 2. Identify AUTHORITY and Agreement No. C-2578 for which the performance bond is
7 provided;

8 3. Be in the amount of ten percent (10%) of the first four (4) contract year (Initial Term)
9 amounts. If this Agreement is amended, the amount shall be adjusted accordingly; and

10 4. Shall be valid for the "Initial Term" of the Agreement. For each option year, following the
11 "Initial Term" of this Agreement, a new bond shall be issued prior to the expiration of the previous bond
12 for ten percent (10%) of each option year amount. In the event the corporate surety elects not to renew
13 the bond, CONTRACTOR shall provide AUTHORITY an irrevocable letter of credit in the same amount
14 as the bond;

15 5. Upon written notice by AUTHORITY that CONTRACTOR has defaulted under this
16 Agreement, the corporate surety will have ten (10) business days to make a determination on the claim
17 and to notify AUTHORITY accordingly.

18 **ARTICLE 16. WARRANTY**

19 A. In addition to any other warranties set forth in this Agreement, whether expressed or implied,
20 CONTRACTOR warrants that (1) all work performed and all equipment and material provided under this
21 Agreement by CONTRACTOR or any of its subcontractors or suppliers at any tier, conforms to the
22 requirements herein and is free of any defects; (2) equipment furnished by CONTRACTOR or any of its
23 subcontractors or suppliers at any tier, shall be of modern design, in good working condition and fit for
24 use of its intended purpose; and (3) all work shall meet all of the requirements of this Agreement. Such
25 warranty shall continue for a period of one (1) year from AUTHORITY's acceptance as shown in Article
26 42 hereunder. Under this warranty, CONTRACTOR shall remedy at its own expense any such failure to

EXHIBIT C

1 conform or correct any such defect. In addition, CONTRACTOR shall remedy at its own expense any
2 damage to AUTHORITY owned or controlled real or personal property, when that damage is the result
3 of CONTRACTOR's failure to conform to Agreement requirements or any such defect of equipment,
4 material, workmanship or design. CONTRACTOR shall also restore any work damaged in fulfilling the
5 terms of this clause. CONTRACTOR's warranty with respect to work repaired or replaced hereunder will
6 run for one year from the date of such repair or replacement.

7 B. AUTHORITY shall notify CONTRACTOR in writing within a reasonable time after the
8 discovery of any failure, defect or damage. CONTRACTOR has seven (7) days from receipt of notice
9 from AUTHORITY to respond to AUTHORITY's notification and indicate how CONTRACTOR will remedy
10 the failure, defect, or damage. If AUTHORITY is not satisfied with the remedy proposed by
11 CONTRACTOR, CONTRACTOR and AUTHORITY shall meet and mutually agree when and how
12 CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate corrective
13 action, CONTRACTOR shall implement such action, as it deems necessary and shall notify AUTHORITY
14 in writing of the urgency of a decision and action taken. CONTRACTOR and AUTHORITY shall, then
15 promptly meet in order to agree on a remedy. If CONTRACTOR and AUTHORITY fail to agree on the
16 remedy within a five (5)-day period, AUTHORITY, after notice to CONTRACTOR, shall have the right to
17 perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne
18 by CONTRACTOR.

19 C. Should CONTRACTOR fail to remedy any failure, defect or damage described in paragraph
20 A above within a reasonable time after receipt of notice thereof, AUTHORITY shall have the right to
21 replace, repair or otherwise remedy such failure, defect or damage at CONTRACTOR's expense and
22 CONTRACTOR shall be liable for all damages, including, but not limited to, actual or consequential
23 damages and cost of any suit to enforce AUTHORITY's rights hereunder, including reasonable attorney's
24 fees.

25 D. In addition to the other rights and remedies provided by this clause, all subcontractors,
26 manufacturers, and suppliers' warranties, expressed or implied, respecting any work and materials

EXHIBIT C

1 furnished hereunder, shall, at the direction of AUTHORITY, be enforced by CONTRACTOR for the benefit
2 of AUTHORITY. In such case if CONTRACTOR's warranty under paragraph A above has expired, any
3 suit directed by AUTHORITY shall be at the expense of AUTHORITY. CONTRACTOR shall obtain any
4 warranties, which the subcontractors, manufacturers or suppliers would give in normal commercial
5 practice and shall cause all subcontractor or supplier warranties to be extend to AUTHORITY.

6 E. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be executed
7 in writing to AUTHORITY.

8 F. Notwithstanding any other provision of this clause, unless such a defect is caused by the
9 negligence of CONTRACTOR or its subcontractors or suppliers at any tier, CONTRACTOR shall not be
10 liable for the repair of any defects of material or design furnished by AUTHORITY nor for the repair of any
11 damage which results from any such defect in AUTHORITY furnished material or design.

12 G. The warranty specified herein shall not limit AUTHORITY's rights under the Inspection and
13 Acceptance clause of this Agreement with respect to latent defects, gross mistakes or fraud.

14 H. Defects in design or manufacture of equipment specified by AUTHORITY on a "brand name
15 and model" basis shall not be included in this warranty. CONTRACTOR shall require any subcontractors,
16 manufacturers or suppliers thereof to execute their warranties in writing directly to AUTHORITY.

17 I. Any disagreement between AUTHORITY and CONTRACTOR relating to this Article shall be
18 subject to dispute resolution in accordance with Article 16.

19 **ARTICLE 17. CHANGES**

20 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
21 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
22 to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or
23 change causes an increase or decrease in the price of this Agreement or in the time required for its
24 performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for
25 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
26 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR

1 from proceeding immediately with the Agreement as changed.

2 B. CONTRACTOR shall only commence work covered by an amendment after the amendment
3 is executed by AUTHORITY.

4 **ARTICLE 18. DISPUTES**

5 A. Except as otherwise provided in this Agreement, when a dispute arises between
6 CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project
7 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of CAMM,
8 who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to
9 CONTRACTOR. The decision of the Director, CAMM, shall be the final and conclusive administrative
10 decision.

11 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
12 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
13 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
14 AUTHORITY official or representative on a question of law, which questions shall be settled in
15 accordance with the laws of the State of California.

16 **ARTICLE 19. TERMINATION**

17 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
18 by giving CONTRACTOR written notice thereof. Upon termination, AUTHORITY shall pay
19 CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be
20 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition
21 Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for
22 convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be
23 given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 8,
24 herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable provisions
25 of the FAR pertaining to termination for convenience.

26 B. In the event either Party defaults in the performance of any of their obligations under this

EXHIBIT C

1 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
2 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
3 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
4 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
5 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
6 pay CONTRACTOR for work and/or services satisfactorily provided up to the date of termination in
7 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
8 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
9 damages for such termination.

10 **ARTICLE 20. INDEMNIFICATION**

11 CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
12 employees and agents (indemnities) from and against any and all claims (including attorneys' fees and
13 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,
14 damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
15 CONTRACTOR, its officers, directors, employees, agents, subconsultants or suppliers in connection with
16 or arising out of the performance of this Agreement.

17 **ARTICLE 21. ASSIGNMENTS AND SUBCONTRACTS**

18 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
19 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
20 subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by
21 AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all
22 terms and conditions of this Agreement.

23 B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of
24 Work to the parties identified below for the functions described below. CONTRACTOR shall include in
25 the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible
26 for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim,

1 and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for
2 nonpayment by CONTRACTOR.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	.00
	.00

6 **ARTICLE 22. ACCESS TO RECORDS AND REPORTS**

7 CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the
8 Comptroller General of the United States, or other agents of AUTHORITY, such access to
9 CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR
10 which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all
11 accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall
12 maintain such books, records; data and documents in accordance with generally accepted accounting
13 principles and shall clearly identify and make such items readily accessible to such parties during
14 CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment
15 by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall
16 also extend to all first-tier subcontractors identified in Article 16 of this Agreement. CONTRACTOR shall
17 permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts
18 and transcriptions as reasonably necessary.

19 **ARTICLE 23. CONFLICT OF INTEREST**

20 CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict
21 of interest means that due to other activities, relationships or contracts, CONTRACTOR is unable, or
22 potentially unable, to render impartial assistance or advice to AUTHORITY; CONTRACTOR's
23 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or
24 CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to
25 AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONTRACTOR.
26 CONTRACTOR is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as

1 soon as they are known to CONTRACTOR. All disclosures must be submitted in writing to
2 AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term
3 of this Agreement.

4 **ARTICLE 24. CODE OF CONDUCT**

5 CONTRACTOR agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-
6 Party contracts, which is hereby referenced and by this reference is incorporated herein.
7 CONTRACTOR agrees to include these requirements in all of its subcontracts.

8 **ARTICLE 25. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

9 CONTRACTOR and all subconsultants performing work under this Agreement, shall be
10 prohibited from concurrently representing or lobbying for any other party competing for a contract with
11 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
12 representation may result in termination of this Agreement.

13 **ARTICLE 26. FEDERAL, STATE AND LOCAL LAWS**

14 CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all
15 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
16 regulations promulgated thereunder.

17 **ARTICLE 27. OPERATING OTHER SERVICES**

18 CONTRACTOR agrees to comply with 49 U.S.C. 5323 (d) and 69 U.S.C. 5323(f) and 49 CFR
19 Parts 604 and 605, which stipulates that CONTRACTOR, while using federally funded equipment or
20 facilities, may not engage in charter service operations or school bus operations exclusively for the
21 transportation of groups, students or school personnel in competition with private charter services or with
22 private school bus operators unless qualified under specified exemptions.

23 **ARTICLE 28. EQUAL EMPLOYMENT OPPORTUNITY**

24 In connection with its performance under this Agreement, CONTRACTOR shall not discriminate
25 against any employee or applicant for employment because of race, religion, color, sex, age or national
26 origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that

1 employees are treated during their employment, without regard to their race, religion, color, sex, age or
2 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
3 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
4 forms of compensation; and selection for training, including apprenticeship.

5 **ARTICLE 29. CIVIL RIGHTS ASSURANCE**

6 During the performance of this Agreement, CONTRACTOR, for itself, its assignees and
7 successors in interest agree as follows:

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

13 B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the
14 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
15 retention of subcontractors, including procurements of materials and leases of equipment. The
16 CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section
17 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth
18 in Appendix B of the Regulations.

19 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all
20 solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be
21 performed under a subcontract, including procurements of materials or leases of equipment, each
22 potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's
23 obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of
24 race, color, or national origin.

25 D. Information and Reports: CONTRACTOR shall provide all information and reports required
26 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,

EXHIBIT C

1 accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be
2 pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information
3 required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this
4 information the CONTRACTOR shall so certify to the AUTHORITY as appropriate, and shall set forth
5 what efforts it has made to obtain the information.

6 E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with
7 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as
8 it may determine to be appropriate, including, but not limited to:

9 1. Withholding of payments to the CONTRACTOR under the Agreement until the
10 CONTRACTOR complies; and/or

11 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

12 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no
13 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
14 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program
15 or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as
16 amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally
17 Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of
18 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for
19 FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title
20 VI regulations.

21 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101
22 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and
23 services of public entities, as well as imposes specific requirements on public and private providers of
24 transportation.

25 H. DISADVANTAGED BUSINESS ENTERPRISE (DBE): shall not discriminate on the basis of
26 race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry

EXHIBIT C

1 out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted
2 contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this
3 Agreement, which may result in the termination of this Agreement or such other remedy as the
4 AUTHORITY deems appropriate, which may include, but is not limited to:

- 5 (1) Withholding monthly progress payments;
- 6 (2) Assessing sanctions;
- 7 (3) Liquidated damages; and/or
- 8 (4) Disqualifying the CONTRACTOR from future proposing as non-responsible.

9 I. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (A)
10 through (H) in every subcontract, including procurements of materials and leases of equipment, unless
11 exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such
12 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of
13 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a
14 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as
15 a result of such direction, the CONTRACTOR may request the AUTHORITY to enter into such litigation
16 to protect the interests of the AUTHORITY, and, in addition, the CONTRACTOR may request the United
17 States to enter into such litigation to protect the interests of the United States.

18 **ARTICLE 30. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
19 **CONTRACTOR CONTRACTS**

20 A. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business
21 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has
22 established a five percent (5%) percent Disadvantaged Business Enterprise (DBE) participation goal for
23 the services required in this Agreement.

24 B. At the time of contract execution, the CONTRACTOR committed to utilize one or more
25 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.
26 CONTRACTOR agrees to enter into agreements with the DBE subconsultants listed on Exhibit __ "DBE

1 Participation Commitment” and ensure they perform work and/or supply materials in accordance with
2 original commitments. No changes to CONTRACTOR’s DBE commitment shall be made until proper
3 review and approval by AUTHORITY is rendered in writing.

4 C. CONTRACTOR must take appropriate actions to ensure that it will satisfy good faith efforts to
5 attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change
6 orders or other modifications alter the dollar amount of the Agreement or the distribution of work.
7 CONTRACTOR must apply and report its DBE goal commitment against the total current Agreement
8 value, including any change orders and/or amendments.

9 D. If there is a DBE goal and/or DBE commitment on the Agreement, CONTRACTOR must
10 complete and submit within the specified timelines, DBE documentation electronically through the
11 AUTHORITY-approved electronic reporting system (ECAT).

12 E. CONTRACTOR shall comply with all the requirements set forth in Attachment A titled,
13 “DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-
14 ASSISTED CONTRACTS,” which is attached to and, by this reference, incorporated in and made a part
15 of this Agreement.

16 **ARTICLE 31. PROHIBITED INTERESTS**

17 A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer
18 or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any
19 interest, direct or indirect, in this Agreement or the proceeds thereof.

20 B. No member of or delegate to, the Congress of the United States shall have any interest, direct
21 or indirect, in this Agreement or to the benefits thereof.

22 **ARTICLE 32. OWNERSHIP OF REPORTS AND DOCUMENTS**

23 A. The originals of all letters, documents, reports and other products and data produced under
24 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
25 for CONTRACTOR’s records but shall not be furnished to others without written authorization from
26 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein

1 shall be retained by AUTHORITY.

2 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
3 descriptions, and all other written information submitted to CONTRACTOR in connection with the
4 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
5 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
6 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding
7 such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is
8 or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall
9 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project
10 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
11 express written consent of AUTHORITY.

12 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
13 released by CONTRACTOR to any other person or agency except after prior written approval by
14 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
15 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
16 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

17 **ARTICLE 33. PATENT AND COPYRIGHT INFRINGEMENT**

18 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright
19 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any
20 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
21 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
22 upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and
23 damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in
24 writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense
25 for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim
26 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form

1 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in
2 combination with other material not provided by CONTRACTOR when such use in combination infringes
3 upon an existing U.S. letters patent or copyright.

4 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
5 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY
6 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to
7 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
8 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
9 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
10 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
11 copyright indemnity thereto.

12 **ARTICLE 34. FINISHED AND PRELIMINARY DATA**

13 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,
14 photographs, tapes, software, software design documents, including without limitation source code,
15 binary code, all media, technical documentation and user documentation, photo prints and other graphic
16 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
17 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
18 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no
19 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
20 to the provisions of the Freedom of Information Act, 5 USC 552.

21 B. It is expressly understood that any title to preliminary technical data is not passed to
22 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,
23 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the
24 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
25 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
26 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 12, and a price shall be

1 negotiated for all preliminary data.

2 **ARTICLE 35. NOTICE OF LABOR DISPUTE**

3 A. CONTRACTOR shall give AUTHORITY notice of any union organizing activity when
4 CONTRACTOR is aware of such activity. In the event that an election is held, the results of the election
5 shall be communicated to AUTHORITY within eight (8) hours after the voting results are known to
6 CONTRACTOR.

7 B. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may
8 delay performance of this Agreement, CONTRACTOR shall immediately notify and submit all relevant
9 information to AUTHORITY, including it's plan for continuing to provide transportation services.
10 CONTRACTOR shall insert the substance of this entire clause in all, if any subcontracts hereunder.

11 C. If a labor dispute results in a work slowdown or labor strike, whereby CONTRACTOR does
12 not have sufficient labor force to provide one or more types of the transportation services specified in this
13 Agreement, Authority may withhold payments to CONTRACTOR related to the percentage of the variable
14 costs reimbursement equivalent to the percentage of transportation service not being provided of the type
15 of service affected until the work slowdown or labor strike has ended.

16 D. As provided under Article 53, Force Majeure, CONTRACTOR may be excused from operating
17 service interrupted as a result of a strike but is encouraged to work with AUTHORITY to establish a
18 contingency plan in order to ensure continued service to the public. Within one hundred eighty (180)
19 days after the date of this Agreement, CONTRACTOR shall work with AUTHORITY to develop a
20 contingency plan to be used in the event of a strike or work slowdown which will provide for plans to hire
21 temporary or replacement workers as well as use subcontractors and other internal resources. In the
22 event subcontractors are recommended by CONTRACTOR to provide the service, AUTHORITY shall
23 approve such recommendation prior to CONTRACTOR actually hiring the subcontractor.

24 **ARTICLE 36. CALIFORNIA LABOR CODE CHAPTER 4.6**

25 CONTRACTOR shall adhere to the requirements stipulated in the California Labor Code, Chapter
26 4.6 (Sections 1070 through Section 1072), (Subdivision © (1) of Section 1072, for the use of existing

1 drivers and staff to support all of the services as noted in Exhibit A, Scope of Work.

2 **ARTICLE 37. COVENANT AGAINST CONTINGENT FEES**

3 CONTRACTOR warrants, by execution of this Agreement, that he/she has not employed or
4 retained any company or person, other than a bona fide employee working for the consultant; to solicit or
5 secure this Agreement; and that he/she has not paid or agreed to pay any company or person other than
6 a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration,
7 contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of
8 this warranty, AUTHORITY shall have the right to annul this Agreement without liability, or at its discretion;
9 to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee,
10 commission, percentage, brokerage fee, gift, or contingent fee.

11 **ARTICLE 38. LOBBYING**

12 CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification
13 required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the above that it will
14 not or has not used Federal appropriated funds to pay any person or organization for influencing or
15 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
16 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
17 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any
18 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on
19 its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31
20 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

21 **ARTICLE 39. HEALTH AND SAFETY REQUIREMENTS**

22 CONTRACTOR shall comply with all the requirements set forth in Exhibit __, titled "Level 3
23 SAFETY SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor"
24 shall mean "Sub-consultant."

25 **ARTICLE 40. CONTRACTOR PURCHASED EQUIPMENT**

26 A. If during the course of this Agreement, additional equipment is required, which will be paid for

EXHIBIT C

1 by the AUTHORITY, CONTRACTOR must request prior written authorization from the AUTHORITY's
2 project manager before making any purchase. As part of this purchase request, CONTRACTOR shall
3 provide a justification for the necessity of the equipment or supply and submit copies of three (3)
4 competitive quotations. If competitive quotations are not obtained, CONTRACTOR must provide the
5 justification for the sole source.

6 B. CONTRACTOR shall maintain an inventory record for each piece of equipment purchased
7 that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost,
8 serial number, model identification, and any other information or description necessary to identify said
9 equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

10 C. At the expiration or termination of this Agreement, CONTRACTOR may keep the equipment
11 and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined,
12 at CONTRACTOR's expense, on the basis of an independent appraisal. CONTRACTOR may sell the
13 equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If
14 the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by
15 AUTHORITY's project manager.

16 D. Any subconsultant agreement entered into as a result of this Agreement shall contain all
17 provisions of this clause.

18 **ARTICLE 41. PRIVACY ACT**

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

26 /

1 **ARTICLE 42. INCORPORATION OF FTA TERMS**

2 All contractual provisions required by Department of Transportation (DOT), whether or not
3 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F,
4 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
5 FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained
6 in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply
7 with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

8 **ARTICLE 43. FEDERAL CHANGES**

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

13 **ARTICLE 44. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

14 AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any
15 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
16 Agreement, absent the express written consent by the Federal Government, the Federal Government is
17 not a party to this Agreement and shall not be subject to any obligations or liabilities to AUTHORITY,
18 CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter
19 resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all of
20 its subcontracts.

21 **ARTICLE 45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
22 **RELATED ACTS**

23 A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act
24 of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
25 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
26 Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has

EXHIBIT C

1 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
2 assisted project for which this Agreement's work is being performed. CONTRACTOR also acknowledges
3 that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or
4 certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil
5 Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

6 B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious,
7 or fraudulent claim, statement, submission, or certification to the Federal Government under an
8 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
9 FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
10 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent
11 the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of
12 its subcontracts.

13 **ARTICLE 46. RECYCLED PRODUCTS**

14 CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource
15 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
16 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement
17 of the items designated in subpart B of 40 CFR Part 247. CONTRACTOR agrees to include this
18 requirement in all of its subcontracts.

19 **ARTICLE 47. ENERGY CONSERVATION REQUIREMENTS**

20 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency,
21 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
22 Conservation Act.

23 **ARTICLE 48. CLEAN AIR**

24 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant
25 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation
26 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the

1 appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its
2 subcontracts.

3 **ARTICLE 49. CLEAN WATER REQUIREMENTS**

4 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant
5 to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall
6 report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn,
7 report each violation as required to assure notification to FTA and appropriate EPA Regional Office.
8 CONTRACTOR agrees to include this requirement in all of its subcontracts.

9 **ARTICLE 50. DEBARMENT AND SUSPENSION**

10 CONTRACTOR shall not do business with a subcontractor or other participant who is debarred,
11 suspended or otherwise disqualified. CONTRACTOR shall comply with 2 CFR Part 180, as adopted and
12 supplemented by 2 CFR Part 1200. CONTRACTOR shall include these requirements in any lower tier
13 covered transaction it enters into.

14 **ARTICLE 51. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS**
15 **AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

16 A. Definitions. As used in this Article:

17 1. "Backhaul" means intermediate links between the core network, or backbone
18 network, and the smallsubnetworks at the edge of the network (e.g., connecting cell phones/towers to
19 the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic,
20 coaxial cable, Ethernet).

21 2. "Covered foreign country" means The People's Republic of China.

22 3. "Covered telecommunications equipment or services" means:

23 a) Telecommunications equipment produced by Huawei Technologies
24 Company or ZTE Corporation (or any subsidiary or affiliate of such
25 entities);

26 b) For the purpose of public safety, security of Government facilities, physical

EXHIBIT C

1 security surveillance of critical infrastructure, and other national security
2 purposes, video surveillance and telecommunications equipment
3 produced by Hytera Communications Corporation, Hangzhou Hikvision
4 Digital Technology Company, or Dahua Technology Company (or any
5 subsidiary or affiliate of such entities);

6 c) Telecommunications or video surveillance services provided by such
7 entities or using such equipment; or

8 d) Telecommunications or video surveillance equipment or services
9 produced or provided by an entity that the Secretary of Defense, in
10 consultation with the Director of National Intelligence or the Director of
11 the Federal Bureau of Investigation, reasonably believes to be an entity
12 owned or controlled by, or otherwise connected to, the government of a
13 covered foreign country.

14 4. "Critical technology" means:

15 a) Defense articles or defense services included on the United States
16 Munitions List set forth in the International Traffic in Arms Regulations
17 under 22 C.F.R. subchapter M of chapter I;

18 b) Items included on the Commerce Control List set forth in Supplement No.
19 1 to part 774 of the Export Administration Regulations under 15 C.F.R.
20 subchapter C of chapter VII, and controlled

21 1. Pursuant to multilateral regimes, including for reasons relating to national
22 security, chemical and biological weapons proliferation, nuclear
23 nonproliferation, or missile technology; or

24 2. For reasons relating to regional stability or surreptitious listening;

25 c) Specially designed and prepared nuclear equipment, parts and
26 components, materials, software, and technology covered by 10 C.F.R.

EXHIBIT C

1 Part 810 (relating to assistance to foreign atomic energy activities);

2 d) Nuclear facilities, equipment, and material covered by 10 C.F.R. Part
3 110 (relating to export and import of nuclear equipment and material);

4 e) Select agents and toxins covered by 7 CFR Part 331, 9 C.F.R. Part 121,
5 or 42 C.F.R. Part 73; or

6 f) Emerging and foundational technologies controlled pursuant to section
7 1758 of the ExportControl Reform Act of 2018 (50 U.S.C. §4817).

8 5. "Interconnection arrangements" means arrangements governing the physical
9 connection of two or more networks to allow the use of another's network to hand off traffic where it
10 is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone
11 company B) or sharing data and other information resources.

12 6. "Reasonable inquiry" means an inquiry designed to uncover any information in
13 the entity's possession about the identity of the producer or provider of covered telecommunications
14 equipment or services used by the entity that excludes the need to include an internal or third-party
15 audit.

16 7. "Roaming" means cellular communications services (e.g., voice, video, data) received
17 from a visited network when unable to connect to the facilities of the home network either because signal
18 coverage is too weak or because traffic is too high.

19 8. "Substantial or essential component" means any component necessary for the
20 proper function or performance of a piece of equipment, system, or service.

21 B. Prohibition

22 1. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal
23 Year 2019 (Pub. L. 115-232) prohibits the head of a federal executive agency, on or after August 13,
24 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any
25 equipment, system, or service that uses covered telecommunications equipment or services as a
26 substantial or essential component of any system, or as critical technology as part of any system.

EXHIBIT C

1 CONTRACTOR is prohibited from providing to AUTHORITY or the Federal Government any equipment,
2 system, or service that uses covered telecommunications equipment or services as a substantial or
3 essential component of any system, or as critical technology as part of any system, unless an
4 exception at paragraph (C) of this Article applies or the covered telecommunication equipment or
5 services are covered by a waiver described in FAR §4.2104.

6 2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for
7 Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of a federal executive agency on or after August
8 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses
9 any equipment, system, or service that uses covered telecommunications equipment or services as
10 a substantial or essential component of any system, or as critical technology as part of any system,
11 unless an exception at paragraph (C) of this Article applies or the covered telecommunication
12 equipment or services are covered by a waiver described in FAR section 4.2104. This prohibition applies
13 to the use of covered telecommunications equipment or services, regardless of whether that use is in
14 performance of work under a federally-funded contract.

15 C. Exceptions. This Article does not prohibit CONTRACTOR from providing:

16 1. A service that connects to the facilities of a third-party, such as backhaul, roaming,
17 or interconnection arrangements; or

18 2. Telecommunications equipment that cannot route or redirect user data traffic or permit
19 visibility into any user data or packets that such equipment transmits or otherwise handles.

20 D. Reporting Requirement

21 1. In the event CONTRACTOR identifies covered telecommunications equipment or
22 services used as a substantial or essential component of any system, or as critical technology as part of
23 any system, during Agreement performance, or CONTRACTOR is notified of such by a subcontractor
24 at any tier or by any other source, CONTRACTOR shall report the information in paragraph (d)(2) of
25 this Article to the Chief Executive Officer of AUTHORITY, or designee, unless elsewhere in this
26 Agreement are established procedures for reporting the information; in the case of the Department

EXHIBIT C

1 of Defense, CONTRACTOR shall report to the website at <https://dibnet.dod.mil>. For indefinite
2 delivery contracts, CONTRACTOR shall report to the Chief Executive Officer of AUTHORITY, or
3 designee, for the indefinite delivery contract and the Chief Executive Officer of AUTHORITY, or
4 designee, for any affected order or, in the case of the Department of Defense, identify both the
5 indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

6 2. CONTRACTOR shall report the following information pursuant to paragraph (D)(1)
7 of this Article:

8 a) Within one (1) business day from the date of such identification or
9 notification: the contract number; the order number(s), if applicable;
10 supplier name; supplier unique entity identifier (if known); supplier
11 Commercial and Government Entity (CAGE) code (if known); brand;
12 model number (original equipment manufacturer number, manufacturer
13 part number, or wholesaler number); item description; and any readily
14 available information about mitigation actions undertaken or
15 recommended.

16 b) Within ten (10) business days of submitting the information in
17 paragraph (D)(2)(i) of this Article: any further available information
18 about mitigation actions undertaken or recommended. In addition,
19 CONTRACTOR shall describe the efforts it undertook to prevent use or
20 submission of covered telecommunications equipment or services, and
21 any additional efforts that will be incorporated to prevent future use or
22 submission of covered telecommunications equipment or services.

23 E. Subcontracts. CONTRACTOR shall insert the substance of this Article, including this
24 paragraph (E) and excluding paragraph (B)(2), in all subcontracts and other contractual instruments,
25 including subcontracts for the acquisition of commercial products or commercial services.

26 /

1 **ARTICLE 52. NOTICE TO AUTHORITY AND FTA OF INFORMATION RELATED TO**
2 **FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

3 CONTRACTOR shall report to AUTHORITY and FTA any current or prospective legal matter that
4 may affect the Federal Government, including a major dispute, default, breach, litigation, or naming the
5 Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters
6 that may affect the Federal Government include, but are not limited to, the Federal Government's interest
7 in the federal award, any underlying agreements, or the Federal Government's administration or
8 enforcement of federal laws, regulations, and requirements. In addition, CONTRACTOR shall promptly
9 notify AUTHORITY, FTA, and the U.S. DOT Inspector General of any knowledge of potential fraud, waste,
10 or abuse occurring on the Project. This includes knowledge that any person or entity, including
11 CONTRACTOR, has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729,
12 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as
13 fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar
14 misconduct involving federal assistance. "Knowledge," as used in this Article, includes, but is not limited
15 to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other
16 investigative agency; a criminal indictment or civil complaint; or probable cause that could support a
17 criminal indictment, or any other credible information in the possession of the CONTRACTOR.
18 CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

19 **ARTICLE 53. FORCE MAJEURE**

20 Either party shall be excused from performing its obligations under this Agreement during the time
21 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
22 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
23 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
24 omission by the other party; when satisfactory evidence of such cause is presented to the other party;
25 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
26 the fault or negligence of the party not performing.

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-2-2578 to be
2 executed as of the date of the last signature below.

3 **CONTRACTOR**

ORANGE COUNTY TRANSPORTATION AUTHORITY

4
5 By: _____

By: _____

6 Darrell E. Johnson
7 Chief Executive Officer

8
9 **APPROVED AS TO FORM:**

10
11 By: _____

12 James M. Donich
13 General Counsel

14
15 **APPROVED:**

16
17 By: _____

18 Johnny Dunning, Jr.
19 Chief Operating Officer

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONTRACTOR'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY'S DBE program developed pursuant to these regulations.

CONTRACTOR must complete and submit, within the specified timelines, the required DBE documentation in Section IV. of this Attachment, through the AUTHORITY'S electronic reporting system (ECAT). CONTRACTOR'S submitted "DBE Participation Commitment Form," executed subcontracts and/or purchase orders, as well as on-going DBE documentation will be utilized to monitor CONTRACTOR'S DBE commitment. Unless otherwise directed and/or approved in writing by AUTHORITY prior, CONTRACTOR must not effectuate any changes to its DBE participation commitment.

CONTRACTOR must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY'S U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONTRACTOR'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY'S DBE Program, CONTRACTOR must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONTRACTOR must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY'S DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONTRACTOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis

of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Recipient's disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
 - (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

3. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.

 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";
 - iii. "Native Americans," which includes persons who are enrolled

- members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians”;
- iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong”;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;”
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **“Owned and Controlled”** means a business: (a) which is at least 51 percent owned by one or more “Socially and Economically Disadvantaged Individuals” or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more “Socially and Economically Disadvantaged Individuals”; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **“Manufacturer”** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.
6. **“Regular Dealer”** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **“Fraud”** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to

such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

8. ***“Other Socially and Economically Disadvantaged Individuals”*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

B. “Social Disadvantage”

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. “Economic Disadvantage”

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

CONTRACTOR must complete and submit within the specified timelines, the following DBE and Non-DBE documentation, electronically through the submission process detailed below:

Form/Electronic Submittal	Frequency of Submission	Process for Submission:
Monthly DBE Attainment and Subconsultant Prompt Payment Verification Report	Monthly by the 10 th of each month	Enter data and submit via ECAT to AUTHORITY
DBE Subcontract Agreements	Within ten (10) days of prime contract award, or with Request to Add for DBE firms added post-award	Upload Subcontract to Subconsultant profile and submit via ECAT to AUTHORITY
Request to Add Subconsultant	As needed (see instructions below)	Enter data and submit via ECAT to AUTHORITY
DBE Commitment Change Request(s)	As needed (see instructions below)	Enter data and submit via ECAT to AUTHORITY
On-Going Good Faith Efforts (GFE) Post-Award	As needed (see instructions below)	Upload GFE attachment and submit via ECAT to AUTHORITY
Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subconsultants	Within thirty (30) days from the date of project completion.	Enter data and submit via ECAT to AUTHORITY
Disadvantaged Business Enterprises (DBE) Certification Status Change	Within thirty (30) days from the date of project completion.	Enter data and submit via ECAT to AUTHORITY

A penalty of ten dollars (\$10) per day, per Form/Electronic submittal will be implemented for late submission of any of the above.

A. Monthly DBE Attainment and Subconsultant Prompt Payment Verification Data Submission

This submission serves to ensure CONTRACTOR's DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service.

This submission further serves to monitor prompt payment to both DBE and non-DBE firms, and collect DBE utilization data as required under 49 CFR, Part 26.

CONTRACTOR is required to enter data directly into ECAT and submit by the 10th of each month until completion of the Agreement. CONTRACTOR's first submission is due following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONTRACTOR must complete and submit Monthly by the required timelines.

If there is not a DBE goal and no DBE commitment has been made by CONTRACTOR, CONTRACTOR is required to enter data directly into ECAT and submit by bi-annually on April 10th and October 10th of each year. Additionally, upon completion of the contract, a final report must be submitted and marked final.

Data required for submission includes the amount(s) received by CONTRACTOR from AUTHORITY and the amount(s) paid to lower-tier subconsultants during the Month. CONTRACTOR to submit pertinent payment details for any firm (DBE and Non-DBE) to whom they have reported a payment within the reporting period. CONTRACTOR is advised not to report the participation of DBE(s) toward the CONTRACTOR's DBE attainment until the amount being claimed has been paid to the DBE.

Pertinent payment details include:

- Invoice Number
- Invoice Amount
- Payment Amount
- Invoice Date
- Check Number
- Date of Payment
- Corresponding Prime Invoice (associated to subconsultants' invoice)
- Retention
- Disputed or Withheld invoice amounts

If DBE trucking credit is being claimed, CONTRACTOR must electronically report through ECAT the amount paid to DBE trucking companies and their lower-tier firms (including owner operators for the leasing of trucks). Pertinent payment details required for submission will include truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks paid during that month. If the DBE leases trucks from a non DBE, CONTRACTOR may count only the fee or commission the DBE receives as a result of the lease arrangement.

Firms will receive a notification from ECAT when a payment is reported to them and will be required to log-in to ECAT to verify the payment information provided by CONTRACTOR. A reported payment to a lower-tier DBE firm will not be credited towards the DBE goal until the DBE firm has validated the payment through ECAT. All payments reported by CONTRACTOR must be validated by affected firm, prior to the 10th of each month following the reporting period.

Electronic submission of the Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Data includes a certification under penalty of perjury of the prompt payment assurance statement of compliance, providing assurance that timely payments have been issued to all subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

B. DBE Subcontract Agreements

CONTRACTOR must electronically submit to AUTHORITY via ECAT, copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONTRACTOR must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

C. Additional DBE Firms

In the event CONTRACTOR identifies additional DBE subconsultants not previously identified by CONTRACTOR for DBE participation under the Agreement, CONTRACTOR must notify AUTHORITY by filling out and submitting a "Request to Add," through ECAT. This will enable AUTHORITY to verify the firm's eligibility, capacity, CUF and scope of work. Proposed firms will not be applied towards CONTRACTOR'S DBE participation until approved by AUTHORITY.

CONTRACTOR must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation). This supporting documentation is a required upload by ECAT when submitting a Request to Add.

D. DBE Commitment Change Request(s), DBE Substitution, Termination and Increasing or Decreasing Commitment Values

CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONTRACTOR obtains AUTHORITY's written consent. CONTRACTOR shall not terminate, decrease or substitute a listed DBE for convenience and perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, another DBE firm or obtain materials from other sources without prior written authorization from AUTHORITY. CONTRACTOR shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE on the DBE

Participation Commitment form, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY. This includes partial terminations.

CONTRACTOR shall provide written notification to AUTHORITY in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

AUTHORITY shall only provide written consent to a request to use other forces or sources of materials if CONTRACTOR has good cause to terminate or decrease its DBE commitment to a DBE firm. For the purposes of this section good cause includes any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the requirements of the project.
2. Listed DBE firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONTRACTOR.
3. Listed DBE firm fails or refuses to meet the CONTRACTOR's reasonable, nondiscriminatory bond requirements.
4. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
5. Listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
6. AUTHORITY has determined that the listed DBE firm is not a responsible firm.
7. Listed DBE firm voluntarily withdraws from the project and provides written notice of its withdrawal.
8. Listed DBE is ineligible to receive credit for the type of work required.
9. Listed DBE owner dies or becomes disabled resulting in the inability of the DBE to perform the work on the Contract.
10. Other documented good cause that the Authority determines compels the termination (inclusive of decreases to commitment values and substitutions) of a DBE firm.

To submit a request to substitute, decrease or terminate a DBE subconsultant commitment, CONTRACTOR is required to submit a DBE Commitment Change Request through ECAT. The DBE Commitment Change Request includes options to increase, decrease, substitute or terminate a DBE commitment.

If decrease, substitute or terminate is selected, CONTRACTOR must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to decrease, substitute and/or terminate, and provide justification, allowing the DBE five (5) days to respond to CONTRACTOR of the reasons, if any, why it objects to the proposed termination of its contract and why AUTHORITY should not approve CONTRACTOR's request. The following documentation will be required by ECAT when submitting the DBE Commitment Change Request.

1. One or more of the good cause justifications listed above.
2. Notices from CONTRACTOR to the DBE regarding the request.
3. Responses from the DBEs to CONTRACTOR regarding the request.
4. Any documentation necessary to validate the good cause justification.
5. Proof of DBE certification of proposed firm (if requesting to substitute).
6. Written confirmation of work and amount signed by proposed firm (if requesting to substitute).

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONTRACTOR within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONTRACTOR. The substitute DBE must be certified as a DBE within the appropriate NAICS categories at the time of request for substitution.

CONTRACTOR shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY in writing. This includes partial terminations.

Should CONTRACTOR elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a determination through ECAT to CONTRACTOR stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed by AUTHORITY.

E. On-Going Good Faith Efforts Post-Award

During the term of the Agreement, CONTRACTOR shall continue to make a Good Faith Effort (GFE) to ensure that DBEs have an opportunity to successfully perform in the Agreement, and that the CONTRACTOR meets the DBE contract goal. These efforts shall include, but shall not be limited to, the following:

- a. Negotiating in good faith to attempt to finalize and execute a subconsultant agreement with the DBEs committed to;
- b. Continuing to provide assistance to DBE firms in obtaining bonding, lines of credit, etc.
- c. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting AUTHORITY approval to substitute the DBE.
- d. Paying all firms (DBEs and non-DBEs) in a timely manner, as listed in the Agreement specifications;

- e. Alerting AUTHORITY in a timely manner of any problems anticipated in attaining the DBE participation committed to in the proposal;
- f. If a DBE substitution is necessary, making a Good Faith Effort to replace the DBE with another DBE, subject to the approval of AUTHORITY.

Should CONTRACTOR's DBE commitment fall below the DBE contract goal, submittal of good faith effort documentation will be required on a monthly basis until the goal has been met through executed DBE contract agreements. Documentation should include but is not limited to:

- a. Conducting market research to identify and solicit DBE firms that have the capability to perform the work on the Agreement. All reasonable and available means should be utilized. . This may include attendance at matchmaking meetings and events, advertising, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired and which are located in the area or surrounding areas of the project.
- b. CONTRACTOR should solicit this interest as early in the process as practicable to allow the DBEs to respond to the solicitation and submit a timely proposal. CONTRACTOR should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
- c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Agreement work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when CONTRACTOR might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance.
- d. Effectively using the services of available minority/women community organizations; minority/women consultant groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

F. Final Report-Utilization of Disadvantaged Business Enterprises

Upon completion of the project, CONTRACTOR must electronically designate their last Monthly DBE Attainment and Subconsultant Prompt Payment Verification Report as final and submit to the Authority utilizing ECAT within thirty (30) days from the date of project completion. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

G. Disadvantaged Business Enterprises Certification Status Change

If a DBE subconsultant is decertified during the life of the project, the decertified subconsultant must notify the CONTRACTOR in writing with the date of decertification and last date of work on the project while still certified. Within ten (10) days of receipt of decertification documentation, CONTRACTOR must electronically furnish the written documentation to AUTHORITY via ECAT. Upon completion of the project, "Disadvantaged Business Enterprises Certification Status Change" must be signed and certified correct by the CONTRACTOR indicating each DBE's existing certification status utilizing ECAT.

If there are no changes, CONTRACTOR indicates "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project completion.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONTRACTOR to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONTRACTOR'S agreement, whichever is longer. These records will be made available for inspection upon request in accordance with Article 21 entitled "Access to Records and Reports", of this Agreement. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by posting CONTRACTOR payment data to a website, database, or other place accessible to subconsultants to assist them in determining when they should expect to receive payment.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program ("CUCP") at the time of proposal submission. A listing of DBEs certified by the CUCP is available the link to the CUCP web site, which can be accessed at:
<https://ucp.dot.ca.gov/licenseForm.htm>
2. A DBE may participate as a prime CONTRACTOR, subconsultant, joint venture partner, vendor of material or supplies, or as a trucking company.
3. 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 work 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.

4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONTRACTOR is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the subconsultant is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONTRACTOR'S DBE attainment.
 2. CONTRACTOR is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
 3. The following types of fees or commissions paid to DBE subconsultants, Brokers, and Packagers may be credited toward CONTRACTOR'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of

- materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
- c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
4. If the CONTRACTOR listed a non-certified, 1st tier subconsultant to perform work on this Agreement, and the non-certified subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONTRACTOR performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
5. CONTRACTOR is advised not to report the participation of DBE(s) toward the CONTRACTOR'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY's U.S. DOT-assisted contracts. CONTRACTOR is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; by email at hotline@oig.dot.gov, or by mail to the following: DOT Inspector General, 1200 New Jersey Ave SE, West Bldg 7th Floor, Washington, DC 20590.

VIII. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONTRACTORs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONTRACTOR shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONTRACTOR and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONTRACTOR and subconsultant further agree to proceed through informal meetings,

mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONTRACTOR with coordination of informal meeting requests to assist in the resolution of disputes between CONTRACTOR and subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONTRACTOR and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONTRACTOR and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONTRACTOR and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

IX. Administrative Remedies and Enforcement

CONTRACTOR must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subconsultant, regardless of tier, are also fully compliant. Failure by CONTRACTOR 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 AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying CONTRACTOR from future proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONTRACTOR identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONTRACTOR will be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONTRACTOR'S right to appeal. If CONTRACTOR files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONTRACTOR'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONTRACTOR, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes ___ No ___

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ___ No ___
- Subconsultant Yes ___ No ___
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ___ No ___

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Mark A. Murphy, Chairman
Gene Hernandez, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Barbara Delgleize, Director
Andrew Do, Director
Katrina Foley, Director
Brian Goodell, Director
Patrick Harper, Director
Michael Hennessey, Director
Steve Jones, Director
Fred Jung, Director
Joseph Muller, Director
Tam Nguyen, Director
Vicente Sarmiento, Director
Donald P. Wagner, Director

EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

**EXHIBIT F: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS AND FORMS**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **five percent (5%)**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 "Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 "Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 "Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 "Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

3.8 ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibits (forms) with their proposal:

- DBE Participation Commitment Form

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- Letter of Acknowledgement and Commitment (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Letter of Acknowledgement and Commitment (required from each DBE firm listed on the DBE Participation Commitment Form)	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “DBE Participation Commitment Form” (Exhibit F-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a **Letter of Acknowledgement and Commitment (Exhibit F-2)** signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar

value and scope of work listed on the DBE Participation Commitment Form. The dollar amount and scope(s) in the Letter of Acknowledgement and Commitment, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

Letter(s) of Acknowledgement and Commitment must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

4.2 “DBE Information - Good Faith Efforts” (Exhibit F-3)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit F-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR

Part 26 - "Guidance Concerning Good Faith Efforts," and the DBE Section of the Authority's Pre-Proposal Power Point.

4.3 "Bidders List" (Exhibit F-4)

The Authority is required by Regulations to create and maintain a "Bidders List," of all firms proposing or quoting on the Authority's U.S. DOT-assisted contracts for use in calculating the Authority's DBE goal(s). Proposers are required to complete and submit the requested information listed on the "Bidders List" form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The "Bidders List" must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.



DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A
CONDITION OF DBE RESPONSIVENESS**

NOTE: Refer to instructions on the reverse side of this form.

Proposer to Complete this Section

1. RFP No.: _____

2. Project Name/Description: _____

3. Prime Proposer Name: _____

4. Contract DBE Goal %: _____

5. Proposer's Total Bid Price _____
(If applicable)

Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment

Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.

The dollar and/or percentage amount and scope committed in the DBE Letter of Acknowledgement and Commitment and the dollar and/or percentage amount and scope shown on this form MUST match identically.

11. Total Dollar Value (\$) or Percent (%) of Eligible DBE Participation:

\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Proposal Price

_____ %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

13. Preparer's Name (Print)

14. Preparer's Signature

15. Preparer's Title

16. Date

() _____
17. Telephone No.

18. Email Address

INSTRUCTIONS - DBE Participation Commitment Form

Proposer is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the proposer's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposer's Total Proposal Price** – Enter the proposer's total proposal price.
6. **DBE Firm** – Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** – Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the proposer is counting towards the proposer's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Proposer's Total Price = Proposer's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the proposer.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the proposer.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the proposer.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the proposer.

NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform.

DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

1. RFP NO.: _____

2. Project Name/Description: _____

3. Proposer: _____

4. DBE Commitment Information

(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):

(B) Dollar value of this work \$ _____

5. DBE ACKNOWLEDGMENT*

I acknowledge that my firm has been listed by the Proposer named above, and is committed, to perform the scope and portion of work (A and B) stated above.

DBE Firm's Name: _____

Name: _____

Signature: _____

Title: _____

Telephone: _____

*If the proposer does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the RFP instructing that the "the proposer is required to submit with the proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE acknowledging that the DBE is participating in the contract for the specified dollar value (\$) and scope of work.

INSTRUCTIONS - DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

Proposer is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Proposer's Name** - Enter the proposing firm's name.
- 4A. **Description of work** - Scope of work to be performed that will be credited towards DBE participation. To include bid item number on the DBE Participation Commitment Form as applicable.
- 4B. **Dollar Value** - Enter the total dollar value of participation for the DBE firm.
5. **DBE Acknowledgement** – DBE to provide firm name, authorized person's name, signature, title, and telephone number if they have been notified that they were listed for the scope and value reflected in #4.

NOTE: If the proposer does not receive award of the prime contract, any and all representations in the letter of Acknowledgment and Commitment shall be null and void



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows that a good faith effort was made by _____(Proposer).

Proposer shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Although not required, proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the proposer has met the DBE goal. This will protect the proposer's eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the proposer, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, proposer to provide a list of any assistance provided to DBEs:

- H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Proposer:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million
Contact Name:							<input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million
Address:							<input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million
Contact Name:							<input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million
Address:							<input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

EXHIBIT G: RESTRICTIONS ON LOBBYING

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person 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 any of the following covered Federal actions: 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; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person 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 Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For

example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure

forms.

f. **Cost Allowability:**

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of _____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person 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 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 influencing or attempting to influence making lobbying contracts 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 the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Executed this _____ day of _____, 202__

By _____
(Signature of authorized official)

(Title of authorized official)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any 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. Use the SF-LLL-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 subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of 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 identified 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 commitment 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 influence 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 official(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 SF-LLL-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 instructions, 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 the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT H: SAFETY SPECIFICATIONS

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

REQUIRED HSE SUBMITTAL SUMMARY

The contractor shall submit copies of the items listed below for contract scope work on OCTA projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements (according to OCTA procurement funding guidelines) and comply with the California Code of Regulations (CCR) Title 8 regulatory standards.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All HSE related programs/plans submitted to OCTA for acceptance shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the HSE submittal process.

1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.
4. Contractor shall provide a copy of their Hazard Communication Program and SDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.
5. On-Site HSE Representative:
On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall

provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:

This plan shall be prepared and submitted by a recognized HSE professional experienced in developing compliant written HSE programs. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

PART I – GENERAL

1.0 GENERAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.
- B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential

hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who works on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II – SPECIFIC REQUIREMENTS

2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (Code of Federal Regulations (CFR) Sections 1926 & 1910 Standards), state (CCR Title 8 Standards), local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and for items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All new programs/plans shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the scope submittal process.

- A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.
 - a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

- b. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (current BCSP Certification in good standing, i.e., CSP, CHST, OHST) experienced in developing compliant written HSE programs, acceptable to OCTA. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- B. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- C. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- D. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.
- E. Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

The following required documentation shall be provided to the Authority's Project Manager, upon Authority request, within 72 hours.

- G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.
- H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).
- I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).
- J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of

restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.

K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Safety Data Sheet (SDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
- B. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

QUALIFICATIONS – On Capital Programs, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal

professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

On Facility Modification Projects, the Contractor shall submit a resume of the full time qualified on-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-Site HSE Representative shall hold a current certification from the BCSP, plus five (5) years construction or scope HSE experience enforcing HSE compliance on heavy construction or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.
2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.
3. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or

property, and who has authorization to take prompt corrective measures to eliminate them.

4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.
 - D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.
 - E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

2.4 SITE HSE ORIENTATION

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects, a copy of the HSE orientation attendance list shall be provided to the Authority Project Manager. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 1. Damage to Authority property (or incidents involving third party property damage);

2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

- C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement.
 2. Serious Incident: includes property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

4. Significant Near Miss Incident; includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

- A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

2.7 ENVIROMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

- E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.
- F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous substance" means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

- A. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles belonging to Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

2.9 LANGUAGE REQUIREMENTS

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual

supervisor or responsible designee at all times when on the Authority property or projects.

2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

- A. RESPIRATORS (CCR Title 8, Section 5144) - The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.
- C. BUS BASE – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.
- D. CONSTRUCTION PROJECTS - Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.
- E. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- F. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.
- G. CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4" minimum).
- H. CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.

2.11 AERIAL DEVICES (CCR Title 8, Section 3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8, Section 5157 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. RECOMMENDED: a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.

2.13 CRANES

- A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacturer's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items 1, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.
 1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.
 2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.
 3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.
 4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.
 5. Rigging scope activity shall comply with 29 CFR Subparts 1926.250, 1929.753 and CCR Title 8 Standards.
 6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
 7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.
 8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
 9. Contractor shall prepare a documented daily crane inspection report.

B. Pick and carry with rubber tired cranes is forbidden on Authority projects.

C. Engineered Critical Lifts

A critical lifts is established where any one of the following conditions are created:

1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
2. A gross weight equal to, or greater than 10 tons.
3. Lifts over buildings, equipment, public roadways, structures, or power lines.
4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.
7. Hoisting of suspended work platforms.
8. Static tower crane erection and dismantlement.
9. Making lifts below the ground level where the crane is positioned.
Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

D. Critical Lift Plan

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
3. Engineering data shall be provided on the hook assembly (manufacture's certification or independent laboratory testing and load testing within the past

60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.

4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
 - A. Locations of all components to be lifted prior, during and after the lift is completed.
 - B. Radius points.
 - C. Swing patterns.
 - D. In the event that the lift must be aborted, positions where the load may be safely landed.
 - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

Note: *This information may be available from the Authority for selected locations on some projects.*
7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
 - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
 - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.
9. Operator qualifications.

10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
12. Emergency action plan.
13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

E. OVERHEAD CRANES

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. Contractor shall provide all compliance documentation as required by CCR Title 8 Article 31.

- A. The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.
- B. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.
- C. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.
- D. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in

accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. All compliance documentation shall comply with the following CCR Title 8, Section 1541 requirements:

- A. A copy of the Contractor's Excavation Permit.
- B. Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.
- C. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.
- D. Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.
- E. Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

2.16 FALL PROTECTION (CCR Title 8, Sections 1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be

submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

CCR Title 8 defines backhoes as “industrial tractors”. All compliance documentation shall be provided as required by CCR Title 8, Section 3664. The following required documentation shall be provided to the Authority’s Project Manager, upon request, within 72 hours:

- A. A copy of each operator’s certificate or a list of company-authorized industrial tractor operators that have been properly trained in the equipment’s use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.18 ELECTRICAL OPERATIONS

HIGH VOLTAGE (CCR Title 8, Sections 2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts, requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manger must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage safety training course shall be provided to the Authority’s Project Manager, upon request, within 72 hours:

- A. A list of the name(s) of the company-designated high voltage Qualified Electrical Worker(s)

LOW VOLTAGE (CCR Title 8, Sections 2299-2599)

Only qualified persons shall work on electrical equipment or systems.

- A. Electrical Certification of Training; Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees’ NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)

Before using tools such as “Hilti guns” or other powder-actuated tools, the following required documentation shall be provided to the Authority’s Project Manager, upon request, within 72 hours.

- A. A copy of each qualified person’s valid operator card.

2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.
- B. Contractor shall arrange for a third party inspection, at least quarterly, by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

2.21 WARNING SIGNS AND DEVICES

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

2.22 STEEL ERECTION

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.
- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.

- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.
- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

2.23 AUDITS

- A. The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.
- B. The Authority may audit the Contractor's safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

2.24 RAILWAY SAFETY PRECAUTIONS

- A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).
- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

2.25 FINES

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract..

2.26 COMPLIANCE COSTS

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor, and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

2.27 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. USACE Construction Quality Management Manual (EM-385-1-1)
- E. Construction Industry Institute (CII)
- F. OCTA Construction Management Procedures Manual
- G. OCTA Yard Safety Rules

END OF DOCUMENT

EXHIBIT I: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

EXHIBIT J: EXISTING SERVICE CONTRACTOR EMPLOYEE INFORMATION
(CALIFORNIA LABOR CODE SECTION 1072)

AGREEMENT

Between

FIRST TRANSIT, INC.

(Anaheim and Irvine, CA (OCTA))

Coach Operators

And

TEAMSTERS LOCAL 952

Affiliated With

The International Brotherhood of Teamsters

Effective: July 1, 2020 – June 30, 2025

TABLE OF CONTENTS

<u>ARTICLE NO. TITLE NO.</u>	<u>PAGE</u>
AGREEMENT.....	4
INTENT AND PURPOSE	4
ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - SCOPE OF AGREEMENT.....	5
ARTICLE 3 - UNION SECURITY	7
ARTICLE 4 - DUES CHECKOFF.....	7
ARTICLE 5 - SHOP STEWARDS AND UNION REPRESENTATIVES.....	9
ARTICLE 6 - NON-DISCRIMINATION.....	10
ARTICLE 7 - SENIORITY.....	11
ARTICLE 8 - CUSTOMER RIGHTS AND CONTINGENCIES.....	12
ARTICLE 9 - MANAGEMENT RIGHTS	13
ARTICLE 10 - NO STRIKES OR LOCKOUT	15
ARTICLE 11 - DRUG AND ALCOHOL.....	16
ARTICLE 12 – GRIEVANCE PROCEDURE	16
ARTICLE 13 - ARBITRATION.....	18
ARTICLE 14 - HOURS OF WORK	19
ARTICLE 15 - WAGES.....	25
ARTICLE 16 - PAID HOLIDAYS	27
ARTICLE 17 - SICK PAY.....	29

ARTICLE 18 - VACATIONS..... 30

ARTICLE 19 – TIME OFF WITHOUT PAY 33

ARTICLE 20 – HEALTH AND WELFARE BENEFITS.....33

ARTICLE 21 – MEAL AND REST PERIODS 35

ARTICLE 22 – LEAVE OF ABSENCE 36

ARTICLE 23 - DISCIPLINE..... 38

ARTICLE 24 – BUMP BIDS..... 41

ARTICLE 25 – LAYOFF AND RECALL 42

ARTICLE 26 – BULLETIN BOARD 42

ARTICLE 27 – GENERAL CONDITIONS..... 43

ARTICLE 28 - VETERANS..... 44

ARTICLE 29 – SUCCESSORS AND ASSIGNS 44

ARTICLE 30 – JOINT LABOR MANAGEMENT COMMITTEE 44

ARTICLE 31 - BONUSES 45

ARTICLE 32 – PENSION/TEAMSTERS SUPPLEMENTAL 401(K)..... 46

ARTICLE 33 - BEREAVEMENT..... 48

ARTICLE 34 – TERM OF AGREEMENT 48

AGREEMENT

The undersigned First Transit, Inc. hereinafter referred to as the Company and General Truck Drivers, Office, Food and Warehouse, Employees, Local Union No. 952, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

INTENT AND PURPOSE

This Agreement is entered into with the intent and purpose of promoting harmonious relationships between the parties, setting forth the rights and obligations of the respective parties, the basic rate of pay, hours of work and conditions of employment, of preventing misunderstandings, lockouts, boycotts or strikes, and of providing for prompt conciliation, and peaceful adjustments of any dispute, within the terms and provisions hereinafter provided.

WITNESSETH, in consideration of the mutual covenants hereinafter entered into for good and valuable consideration, the parties hereto agree to the following:

ARTICLE 1 – RECOGNITION

Section 1.1: The Company recognizes the Union as the exclusive representative of "employees" as defined in Section 1.2 of this Article for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all such employees

Section 1.2 - Definition of Employee: Whenever used in this agreement, the term "employee" shall mean all regular full-time and regular part-time non-probationary vehicle operators (hereinafter "operators") employed by the Company at its locations listed below and other possible new First Transit, Inc. locations providing dedicated transportation services for its OCTA client, 6671 Marine Way, Irvine, CA 92618, 1717 Via Burton Anaheim, CA 92806, but excluding guards, office clerical, payroll clerks and dispatchers, managerial personnel, maintenance personnel, confidential personnel, professional employees, full-time trainers,

temporary operators, road supervisors and supervisors as defined in the National Labor Relations Act.

Section 1.3 - Definition of Probationary Employees: An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union or an employee rehired after termination of seniority shall be in "probationary" status until he/she has completed ninety (90) calendar days of actual work. A thirty (30) day extension may be granted upon written mutual agreement between the Company and the Union. The discipline or discharge of an employee who is on probationary status shall not be a violation of this Agreement.

Section 1.4 - Job Classes: The classification of jobs as described in Section 1.2 of this Agreement is defined as follows:

A. A Regular Full Time Operator is defined as an Operator regularly scheduled to work at least thirty-five (35) hours in a workweek.

B. A Regular Part Time Operator is defined as an Operator regularly scheduled to work less than thirty-five (35) hours in a workweek.

From time to time part-time employees may be required to work more than thirty-five (35) hours in a work week to meet unusually high service demands or other unusual situations.

Section 1.5 - Hiring: When the Company needs additional employees it shall notify the Union and give the Union the opportunity to supply suitable referrals.

ARTICLE 2 – SCOPE OF AGREEMENT

Section 2.1- Duration: This Agreement shall become effective immediately on 12:01 a.m. on July 1, 2020 and shall continue in full force and effect through midnight June 30, 2025. Thereafter it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by registered mail, return receipt requested, not later than sixty (60) days prior to an

expiration date.

Section 2.2 - Separability: If any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, then such decision will apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to re-negotiate any Articles, Sections or portions of the Agreement, which are not affected by such decision.

Section 2.3 - Rights and Amendments to Agreement: During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the parties expressly waive their right to require the other party to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 2.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate or to provide information. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after exercise of the right and opportunity referred to the first sentence of this Section 2.3, and finally determines all matters of collective bargaining of its term. Changes in this Agreement, whether by addition, waiver deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union. The Agreement comprises the total and entire Agreement between the Union and the Company pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein that either party may hereafter raise, based on past practices or otherwise, which will entitle the Union or any employee in the unit to any right, privilege or other benefit not specifically set out herein.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Recognition: The Company agrees to and does hereby recognize Teamsters Local 952, the Union, as the sole and exclusive representative of the bargaining unit referenced in Section 1.2.

Section 3.2 - Union Security: The Company shall have the right to choose any person as a new employee. All present employees who are members of the Union on the effective date of this Agreement or on the date of the execution of this Agreement, whichever is later, shall remain members of the Union in good standing of the Union as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 30th calendar day following the beginning of their employment or on and after the 30th calendar day following the effective date of this Agreement or the execution date of this Agreement, whichever is later. If any provision of this Article is found to be invalid by any law or regulation, the parties agree to renegotiate such provision to comply with the requirements of law.

Section 3.3: The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union, and further, that employment by the Company will not be denied or terminated for any reason other than failure of any employee covered by this Agreement to tender the periodic dues and uniformly required as a condition of acquiring or retaining membership in the Union.

ARTICLE 4 - DUES CHECKOFF

Section 4.1: It is agreed that the Company will deduct from each employee who has completed thirty (30) calendar days of employment the amount of dues and initiation fees due to the Local Union and shall forward same to the Union office no later than the 20th day of each month. The Union, in turn, shall submit to the Company written consent from each employee for the making of such deduction. For the purpose of this Article, the thirty (30) calendar days shall commence from the employee's hire date, which is defined as the first day the employee begins

training.

Section 4.2: Upon receipt of written authorization signed by any employee in full compliance with all legal requirements, the Company shall deduct monthly membership dues from each employee's paycheck during the first (1st) pay period and will deduct initiation fees, arrears, and miscellaneous membership obligations during the second (2nd) pay period of each month during the effective dates of this agreement, but limited to the effective period of authorization, the amount representing dues obligations of such employee as certified in writing by the Union. The Company shall, during each month, mail to the Secretary Treasurer of the Union, all such sums withheld. In the event no wages are due to the employee, or are insufficient to cover the required deduction, the Company will so state on the Union forms provided.

Section 4.3: The Union agrees to hold the Company harmless and indemnify the Company against any and all claims, lawsuits, or damages concerning deductions of dues.

Section 4.4 - National D.R.I.V.E. Authorization and Deduction: In addition to the terms and conditions contained in the above-referenced Agreement between the Company and the Union, the Company and the Union hereby further agree that:

The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntarily contributions to DRIVE. DRIVE shall notify the Company 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 Company shall transmit to DRIVE National Headquarters on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 5 – SHOP STEWARDS AND UNION REPRESENTATIVES

Section 5.1 - Shop Stewards: The Company recognizes the right of the Union to designate from among the Union employees of the Company a Shop Stewards and alternates to handle such Union business as may from time to time be delegated to the Shop Stewards by the Union Business Representative pertaining to employment relations. Any references to Shop Stewards in this Article shall also apply to alternates. The Company will be notified in writing by an officer of the Union as to the name of the Stewards (and alternates if named).

Section 5.2 – Duties and Authority: The authority of Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

A. The Shop Steward may assist in the investigation, presentation and settling of grievances in accordance with the provision of the collective bargaining agreement.

B. Shop Stewards shall have no authority to take strike action or any other work stoppage interrupting the Company's business, except as authorized by official action of the Union. The Company shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

C. The Shop Steward will be paid by the Company for all time spent attending scheduled grievance related meetings when the Company is present at those meetings, and the Stewards presence is required. Stewards shall not be paid for time spent at arbitrations and/or other off-site meetings unless mutually agreed to by the Company and the Union.

D. The Company shall give one (1) Shop Steward an opportunity to participate in the Company's orientation of new employees. The Company shall have the sole right to schedule the time and place for such participation so as not to interfere with the Company's operation.

Section 5.3 - Union Representative: An Authorized representative of the Union

shall have access at reasonable times during working hours to the Company's premises for the purpose of administering the contract provided that such representative shall first notify the General Manager or his/her designee. Representatives who are not employees shall be subject to all regulations of the Company applicable to non-employees. Such visits shall not unreasonably interfere with the work of any employee or the operation of the facility or any department thereof.

Section 5.4 - Time Off for Union Business: The Shop Steward, or his/her designated alternate, may be permitted reasonable time off without pay to attend Union functions called by the Local Union. The Company shall be given seventy-two (72) hours prior notice by the Local Union. When a request for time off for union business is received by the Company, it will confirm whether the request is confirmed or denied at least forty-eight (48) hours in advance of the date requested in order to assess operational needs.

ARTICLE 6 - NON-DISCRIMINATION

It is agreed by and between the parties hereto that there shall be no discrimination against any employee because of union or nonunion affiliation.

The Company shall not discriminate against any officer, representative or member of the Union because of his/her activities or carrying out his/her duties as such, but no officer, representative, or member of the Union shall be exempt from Company rules and regulations, from the authority of the supervisors, or from the provisions of this Agreement.

Neither the Company nor the Union shall discriminate against any employee in any matter because of race, color, religion, sex, sexual orientation, national origin, marital status, disability, medical condition, age, status as a disabled veteran, or service in the uniformed military services, in compliance with state, federal and local laws. Whenever the masculine form is used herein, it shall apply to both genders.

ARTICLE 7 – SENIORITY

Section 7.1 - Seniority Defined: Seniority shall mean the length of time an employee has been employed by the Company, measured in calendar days from the first (1st) day of the employee's most recent date of hire. The employee's date of hire shall be the first (1st) day the employee begins training with the Company. It shall be deemed to include any seniority date presently held by an employee through agreement between the employer and the Local union prior to this agreement.

If application of the preceding paragraph results in two (2) or more employees having the same seniority, the employee who has the earlier pre-employment drug test time and date shall be deemed the more senior. Seniority shall be applicable only as expressly provided in this Agreement.

The Company shall post a seniority list quarterly, with a copy to the Union.

Section 7.2 - Termination of Seniority: An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- A. Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure;
- B. Failure to give notice of intent to return to work after recall within the time period specified in Section 25.3 of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- C. Except for layoff, time lapse of twelve (12) months since the last day of actual work for the Company, regardless of reason;
- D. Failures to return to work upon expiration of an approved leave of absence;
- E. Layoff for a period of two (2) years or for a period equal to the employee's length of service, whichever is less and provided that all qualifications are in good standing at the time of recall;
- F. Absence for three (3) consecutive days without notifying the Company. The Company may consider unusual or extraordinary circumstances and waive this rule;
- G. Working for another Company while on a leave of absence.

Section 7.3 - Return of Personnel to the Bargaining Unit: A person who, after transfer or promotion out of the bargaining unit, for a period of one hundred eighty calendar (180) days, remains in the continuous employ of the Company, may be transferred, at the sole option of the Company and notwithstanding any other provision of this Agreement, to any designated job classification in the bargaining unit previously held by the person without loss of previous earned seniority. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee with the least Seniority as defined above will be laid off.

Section 7.4: As long as the employee is fully qualified and maintains all of his/her required licenses the following, will prevail. The Company at its sole discretion will determine the employee's qualifications.

Seniority shall apply for layoff and recall purposes. Seniority shall also apply to shift bidding, requests for floating holidays, vacation bidding and to the assignment of work as set forth in this agreement.

ARTICLE 8 - CUSTOMER RIGHTS AND CONTINGENCIES

Section 8.1 - Termination of Transportation Services Contractor: If the transportation services contract between the Company and its service customers terminate for any reason, the rights and obligations of this Agreement shall also terminate at that time; provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination, up to and including arbitration. If the service customer awards the service now provided by the Company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider.

Section 8.2 - Rights of Customer: Nothing, in this Agreement shall be construed to prohibit the Company from fulfilling its contractual obligation to its customers which include but is not limited to the assignment, dispatching, and management of the service. The Company may only subcontract services to satisfy specific revenue requirements of the customer, provided the Union and the Company agree to the terms of such arrangement (for example: disadvantaged business enterprises requirements). If OCTA mandates an employee's removal from service, the company will meet with

the Union to discuss the status of the employee. When provided by the Client, the Union will be given a copy of the directive requiring the removal of the driver.

The Company will make every effort to place the employee in substantially equivalent work at another of the company's mutually agreeable locations. Placement at another Company location shall only be permitted with concurrence from the General Manager at the Division into which the employees seeks transfer.

ARTICLE 9 – MANAGEMENT RIGHTS

Section 9.1: In consideration of the recognition herein granted, the Union agrees for itself and its members not to hinder or interfere with the Company in the management of the business. It is agreed that except as expressly provided by this Agreement, all of the rights, powers, and authority the Company had prior to the signing of this Agreement are retained by the Company and remain the exclusive right of management without limitation. Management of the business, operation of the project, direction of the work force and the authority to execute all the various duties, functions and responsibilities in connection therewith are vested in the Company.

Without limiting the generality of the above statements, these rights include, but are not limited to, the right to hire, suspend, discharge for just cause, the right to request physical examinations as a condition of employment, to implement all drug and alcohol testing requirements, to promote, to layoff, to determine hours of work as well as the hourly and daily schedule of employment. The Company shall be the judge of all matters pertaining to the conduct of its business including, but not limited to, quality and quantity of service and schedules of service. The Company shall have the absolute right, as to all or any part of the work performed by the bargaining unit, to discontinue operations subject to applicable laws, and the right to utilize supervisors to perform driver duties as needed in urgent operational situations. This will not be used to circumvent overtime work from bargaining unit personnel. It is further agreed that the above detailed enumeration of management's rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

The Company shall furnish the union with a copy of the First Transit, Inc. Employee

Handbook, and the Drug and Alcohol/Substance Abuse Policy as well as a copy of all notices resulting in changes to the employees' terms and conditions of employment.

The Company shall provide the Union with advanced notice of Company policy changes and, upon request, the Union will be afforded the opportunity to meet and discuss such changes with the Company. The Company shall not implement any unreasonable unilateral changes or policies affecting the terms and conditions of employment of the bargaining unit. In the event the Union deems a Company unilateral change or policy to be unreasonable, the Union shall pursue the issue through the contractual grievance procedure.

Section 9.2 - Technology Rights: The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein.

The Company shall meet with the Union before implementation of new technology, in order to explain and clarify the use and effects of said technology. Any new policy associated with the use of technology shall only be implemented after meeting with the union in accordance with this Article. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 9.3 - Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with its

OCTA client, hereto known as the "Client." The contract between the Company and its OCTA client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will meet with the Union in accordance with Section 9.1 of this agreement on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations where those changes are made as a result of a mandate from the OCTA client.

If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 9.4: The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 10 - NO STRIKES OR LOCKOUT

Section 10.1 - No Strikes or Lockouts: The Company agrees that there shall be no lockout of employees during the term of this agreement. The Union agrees that there shall be no strike, walkouts, sympathy strikes, work stoppages or slowdowns during the term of this agreement. In the event of activity prohibited by this Article, the Union shall notify its members involved that such activity is not

authorized or condoned by the Union and such activity shall cease and desist.

Employees who engage in any unauthorized strike, concerted work stoppages, slowdowns or other such activity, in violation of this provision, shall be subject to immediate dismissal.

The Company shall not discriminate against any employee because of his/her membership in or his/her activities on behalf of the Union, including his/her refusal to cross a legal picket line authorized by the Teamsters Local 952 or sanctioned by Teamsters Joint Council 42.

ARTICLE 11 – DRUG AND ALCOHOL

In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the parties agree to adhere to the Company's Drug and Alcohol/Substance Abuse Policy.

The employer shall provide the Union, upon request, any and all documents, records and information arising from or related to the alcohol and drug testing program. The Union shall provide to the employer upon request a HIPPA release form signed by the employee whose information is being requested. Should a change in the law require any amendment to this program, the parties shall first verify the required changes before the employer implements the changes.

In the event that an employee covered by this collective bargaining agreement is required to take a Drug and Alcohol test, and that employee tests positive, and the employee wishes to have a split sample tested as well, that employee will be responsible for the cost of the test. However, if the confirmatory test results are negative, the employer will reimburse the employee for the cost associated with the second test.

ARTICLE 12 – GRIEVANCE PROCEDURE

Section 12.1 - Definition of Grievance: A grievance is defined as a controversy, dispute, or disagreement concerning the interpretation or application of the

provisions of this agreement, which states a claim that the Company has violated an express, specific provision of this Agreement. A grievance will be considered timely if it submitted in writing via email and hand delivery within ten (10) calendar days of the event giving rise to the grievance as set forth in Step 1 below. The following procedure for the settlement of grievances must be followed:

Section 12.2 - Grievance Procedure:

Step 1. The employee, or the Union, may verbally present an issue to management. If the issue is not resolved, the Union may present in writing to the Operations Manager or his/her designee, a grievance setting forth the nature, details, date of the alleged violation, Article and Section of the Agreement claimed to be violated. The written grievance must be dated and signed by the employee. The written grievance must be presented via email and hand delivery to the Operations Manager or his/her designee within ten (10) calendar days of when the employee or Union knew or had reasonable knowledge of the event giving rise to the grievance. If the grievance is timely filed via email, then the hand delivered grievance may be provided prior to the Step 1 meeting. After the filing of a grievance with the Operations Manager or his/her designee shall contact the Union Business Agent or designee within seven (7) calendar days to arrange a time and place to attempt to resolve the grievance within five (5) calendar days unless an extension is mutually agreed to.

Step 2. If the grievance is not resolved in Step 1 within five (5) calendar days of when it was submitted to the Operations Manager or his/her designee, the Union, if it wishes to proceed further with the grievance, may request, in writing, via fax or email within seven (7) calendar days' notice to the Company, a meeting or conference call between the Assistant General Manager or his/her designee, and the Union Business Representative, or his/her designated representative. Within ten (10) days of the request, the parties shall schedule a meeting or conference call.

Step 3. If the grievance is not resolved in Step 2, the Union, if it wishes to proceed further with the grievance, may request, in writing, via fax or email within seven (7) calendar days of notice to the Company, a meeting or conference call between the General Manager or his/her designee. Within ten (10) days of the request, the parties shall schedule a meeting or conference call. If no resolution

is reached in Step 3, the Company will then send its written response within thirty (30) calendar days following the Step 3 meeting.

Section 12.3 - Time Limitations: The time limitations set forth in this Article 12 are of the essence of this Agreement. No grievance shall be accepted or considered by the Company unless it is submitted or appealed within the time limits set forth in Section 12.2 of this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Arbitration, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the Company fails to answer within the time limits set forth in Section 12.2 of this Article, the grievance shall automatically proceed to the next step. The time limitations may be waived upon mutual written agreement of the parties.

Section 12.4 - Precedent: A decision made with respect to any grievance during Step 1 or Step 2 of the grievance procedure set forth in Section 12.2 of this Article shall apply only to that grievance and shall not become binding precedent with respect to any other grievance or to the interpretation or application of this Agreement.

ARTICLE 13 - ARBITRATION

Section 13.1 - Appeal Procedure: If a grievance has not been settled in the Steps outlined in Article 13 herein, the Union may request that the matter be submitted to Federal Mediation Conciliation Service (FMCS) for mediation. If the parties mutually agree to mediate a grievance, a request to the FMCS shall occur within five (5) calendar days following the decision of the Company at Step 3 of the grievance procedure.

Section 13.2 - Jurisdiction of the Mediator: The jurisdiction and authority of the mediator and his or her opinion shall be non-binding upon the parties. They shall have no authority to add, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The mediator shall not hear more than one (1) grievance without mutual consent of the Company and the Union.

Section 13.3: If the grievance is not resolved in mediation or the Steps outlined in Article 12 - Grievance Procedure, the Union may request arbitration within seven (7) calendar days of receipt of the Company's written response as provided in Article 12, Section 12.2, Step 3. If the Union requests arbitration as set forth above, then Union shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators approved by the FMCS. A Company representative and a Union representative shall each have the right to strike three (3) names from such list. The representatives shall alternate in the striking of names, and it shall be determined by lot who shall strike first. The person whose name remains on the list will be the arbitrator to hear the grievance. Alternatively, the parties may mutually agree to select an arbitrator, and in such case, the Union's request to FMCS for a list of arbitrators is not necessary.

The Company and the Union shall each bear one-half of the expenses of providing the cost of the arbitrator. The Union and the Company will each be responsible for their individual costs and expenses. The decision of the FMCS arbitrator shall be final and binding on the parties.

The arbitrator shall render bench decisions unless either party requests full consideration of the case by the arbitrator including review of briefs and a written decision.

Section 13.4 - Burden of Persuasion in Discharge or Discipline Matters: In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievant engaged in misconduct or wrongdoing shall rest on the Company. The burden of persuasion on the issue whether the discipline imposed was excessive, unreasonable or an abuse of management shall rest on the Union.

ARTICLE 14 - HOURS OF WORK

Section 14.1 - Purpose of Article: The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other premium wages and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to an employee of a minimum number of hours work per day, per week, or per year. The Company's pay records, practices, and procedures shall govern the payment of all wages.

Section 14.2 - Workweek: The workweek shall consist of seven (7) days Beginning at 12:01 A.M. Sunday and ending at 11:59 P.M. the following Saturday.

Section 14.3 - Unassigned Work: In the event there is an immediate work assignment and there is more than one qualified employee in the drivers break room desiring the extra work, the work will be assigned to qualified extra board drivers in order of the daily extra board rotation (i.e. first in, first out). If an assignment is not filled, the Company shall solely determine the assignment of unassigned work if the opportunity arises within the same service day of the commencement of the assignment.

The Company may assign work to a qualified employee who is currently completing an assignment or to other employees who are available to perform the assignment and are currently at the facility. If the Company chooses to utilize a qualified employee who is already at the facility but not yet assigned work, the Company will assign the most senior person if there are multiple employees available. If the Company does not utilize a qualified employee currently working or at the facility, then Company shall utilize the volunteer call list referenced in 14.4 for same day call offs to fill remaining assignments and will call employees on the list in order of seniority. If the Company is unable to find a volunteer for unassigned work on the same day and there are no available operators at the facility to perform the work, then Company will assign the work at its discretion. In such case, the Company will make every effort to assign the work to bargaining unit employees that may become available.

If a work opportunity arises prior to the current service day, seniority shall prevail in the assignment of work and such work will be offered from the top down by contacting those who timely signed up in the extra work book referenced in 14.4. Then the Company will utilize the volunteer call list as referenced in Section 14.4.

Section 14.4 - Scheduled Overtime: Coach Operators wishing to work overtime on their regularly scheduled days or hours off will submit their name and seniority number to scheduling for the day(s) or hours requested by 6:00 P.M. two (2) calendar days prior to the calendar day of the assignments. At 6:00 P.M. the list will be removed and confirmed by a management signature and a time stamp. If

management is not available to sign, then a time-stamped copy will be emailed to management.

Coach Operators wishing to work overtime on their regularly scheduled days or hours off and who missed the 6:00 P.M. cut-off time two (2) calendar days prior will be scheduled on a first-come, first-serve basis only after those Coach Operators who submitted their names before 6:00 P.M. are given an opportunity to work.

First Transit will notify the Coach Operators by 4:00 P.M. on the calendar day preceding the work that he/she has been scheduled for the requested overtime route. Once the Coach Operator accepts the work he/she will be subject to the Attendance Policy. If the work is not accepted or the operator fails to answer the Company's call or return a call within thirty (30) minutes to notify them, then the Company will move on to the next Coach Operator by seniority. The Company will retain a record of the calls and/or confirmations made by the Company applicable to this Section. If the Company notifies a coach operator during their route, the operator must respond during their first opportunity when they are not operating the vehicle. If an operator misses the Company's notification and they have already passed the operator on the list when they call back, the Company may assign the operator a piece of work that has not yet been assigned, but the operator cannot bump another operator who has already received an assignment.

In addition to the extra work book, employees who are interested in being called for an extra work or overtime opportunity, but do not want to commit to a specific extra work assignment may also sign a volunteer call list. The employee shall sign up for the daily volunteer call list in the same time frame as the sign up for the extra work book. The purpose of the volunteer call list is for the Company to have additional options for assigning extra work opportunities to employees who have a legitimate interest in working an assignment. Extra board drivers may also sign the volunteer call list.

If an insufficient number of employees accept the assignment when offered from the extra work book, the Company will call employees on the volunteer call list in seniority order. The Company will call the employees on the volunteer call list who are available at the time of the assignment in order of seniority. An employee will have five (5) minutes to call the Company back to accept the work if they do not

answer. Employees will be subject to the attendance policy once they accept the work. If the volunteer call list is being utilized on the same service day as the assignment, it will be done in accordance with Section 14.3.

If, after exhausting the volunteer call list the assignment remains open, then the work will be forced from the bottom up of the seniority list and the least senior employee(s) shall be required to work the scheduled assignment. If the assignment would result in a conflict with the employee's schedule, or require a modification of a later schedule, then the next person will be assigned the work in reverse seniority order unless the employee agrees to allow the Company to modify their schedule.

The Union and the Employer will work together to resolve disputed issues.

Section 14.5: Employees shall be paid for all time actually worked at the rates set forth in this Agreement. All time worked in excess of forty (40) hours per week in accordance with The Fair Labor Standards Act, shall be paid at one and one half times the employee's regular rate of pay.

Section 14.6 - Guaranteed Bid: In the event a Coach Operator is scheduled or instructed to return to the yard early, he/she will be allowed to go on Extra Board to complete his/her bid time for that day. If no work is available and the Coach Operator wishes to go home, he/she will be allowed to sign off early without pay.

Section 14.7: The hours of the business will be determined by the Company. Because of the nature of the business, the Company is allowed flexibility in scheduling in order to meet business needs. Every effort will be made to allow employees to operate their bid and assigned routes and hours, however, employees may be assigned on a limited basis to work other than their normally scheduled hours or route. Whenever possible the Company will notify employees in advance.

Section 14.8: In the event an employee is absent from or late for work for any reason, the employee must notify his/her supervisor in accordance with the company's attendance policy.

Section 14.9: An employee laid off due to a reduction in size of the work force shall be paid only for actual hours worked during, the week of the layoff. Likewise,

employees hired or recalled from layoff will be paid only for time actually worked. In the event of a reduction in size of the work force, affected employees and the Union will be advised of the layoff at least seventy-two hours (72) hours in advance of the layoff.

Section 14.10: All and any mandated meetings shall be posted seventy-two (72) hours before. Unless excused at the sole discretion of the Company, an employee may be subject to disciplinary action for his/her failure to attend a mandatory meeting.

Section 14.11 - Location of Safety Meetings: Mandatory safety meetings shall be offered in each base and the operator may choose which location he or she shall receive training. Operators shall sign up for the meeting they wish to attend in advance, and the operator must sign in when attending the meeting. An operator may modify which meeting they wish to attend provided they sign up in advance to ensure the meeting is not at capacity.

Section 14.12 - Location of Remedial Training: Remedial training shall be offered at the operator's domicile base.

Section 14.13: If an employee reports for an additional work assignment outside of their normal bid, they will receive two hours pay if the work is closed when they arrive. The Company may offer to allow the employee an opportunity to catch a later work assignment; the employee will be guaranteed four hours minimum pay in this event. The Company will attempt to offer any employee so affected a different work assignment.

This minimum reporting pay shall not apply if the employee is tardy, suspended from work for disciplinary reasons, or requests to not work for all or a portion of his/her shift. The employee must accept any alternative work provided by the Company to be eligible for minimum reporting pay.

Section 14.14: If a Coach Operator reports on time for his/her scheduled route, they will be allowed to go on extra board if their route is closed when they arrive. In such case, the Company will place the Coach Operator in the extra board rotation based on their sign-in time.

Section 14.15 - Extra Board Term Coverage Assignment: The Company shall determine the number of extra board operators it shall maintain. The Company may also offer hold-down extra board driver positions as they arise, which will be assigned in accordance with the procedures outlined in this Agreement. Hold down extra board drivers are described as follows:

1. Hold down extra board drivers will be assigned cover work to fill in for vacation relief, leave of absence, FMLA leave, etc. Once assigned, these drivers will remain with that cover assignment from start to finish.
2. The hold down extra board driver must remain qualified and available to perform the assigned cover work in order to retain the assignment.
3. Assigned start times shall terminate with the conclusion of the cover assignment.
4. No assigned start times will be offered to the hold down extra board positions unless cover work exists for which they may be assigned.

Drivers will bid on these two positions based on seniority during the general bid.

Section 14.16 – Extra Board Procedures for Daily Assignments: The position of Extra Board Operator is a bid position in which the operator does not maintain a daily route, but completes work as assigned by the Company during their shift. The bid will provide the start time of extra board shift, or an estimated start time for those shifts with a flexible start time. If the shift provides for a flexible start time, then the bid will indicate to what degree the start time may be altered.

At the start of their shift Extra Board Operators will be placed in a daily rotation in order of their sign-in time and will be given their first assignment in accordance with the rotation. Each base, Anaheim and Irvine, will maintain a separate rotation list. When an extra board driver with an extra board bid at one base is assigned work at another base, the driver will be placed into the extra board rotation of other base if there are other drivers on the rotation who do not currently have an assignment. The Company retains the right to determine the assignment of work. If an extra board driver is out in the field, the driver may be assigned additional work prior to his/her return to the Company's facility based on their geographical location when the new work

assignment is scheduled to start within thirty (30) minutes following their current assignment, and, if not, the work will be issued to the next extra board driver on the rotation.

If the operator has completed their assignment and does not receive any further assignments from the Company, then the operator will return to base and will be placed back in the rotation upon their return to their respective base in accordance with their return time. The Company may assign the operator additional work as needed subject to the rotation when the assignment commences within their scheduled bid time. If the additional work commences after the extra board operator's scheduled bid time, then the extra board operator would go onto the voluntary call list referenced in this Article.

If an Extra Board Operator has a hold down assignment subject to 14.15 of this Article, the employee will not be placed on the daily rotation.

Section 14.17 - Assignment of Work to New Drivers Entering Revenue Service: New drivers will choose from available work upon entering revenue service and may elect to receive training for their selected route prior to the start of the work assignment. If no work is available, they will be moved to the Extra Board under the same terms and conditions as other extra board operators as stated in this Agreement.

Section 14.18 - Route Training: Coach Operators will be paid in accordance with the applicable sections contained in this Collective Bargaining Agreement for all scheduled time spent familiarizing themselves on Bid Routes during scheduled training only when new routes added by the client. Coach Operators will only be paid when training is scheduled by the Company and their attendance is approved by management.

ARTICLE 15 – WAGES

Effective the first full pay period following ratification of this agreement, upon hire with the Company, Operators will receive the "Start" wage rate in the scale below. Employees will receive their "1 Year" increase after completion of one (1) year of service with the Company. Thereafter, Operators shall be paid in accordance with

their completed years of service at the rates outlined in the wage scale below with one wage increase on July 1st of each year when the contractual wage increase at the top of the column is July 1st. Employees will receive the wage rate that corresponds with their accrued annual seniority. For example, an employee who has 3 plus years of service, but less than 4 years of service, shall be paid at the 3 year rate.

On the years when contractual increases occur on January 1st as indicated at the top of the column, employees will move to the right horizontally on the first full pay period following the date of the January 1st increase. Employees within the progression (i.e. not yet at the top tier) will step up vertically to the next Length of Service step on the first full pay period following July 1st of 2021 and again on July of 2022 based on the employee's years of completed service as of July 1st. Employees in the top tier will not receive an increase in July in 2021 and 2022, because they are already at the top tier.

Length of Service	Rate as of June 30, 2020	July 1, 2020	Jan. 1, 2021	*Date of Ratification	Jan. 1, 2022	Jan. 1, 2023	July 1, 2023	July 1, 2024
6+ Years	\$23.07	\$23.65	\$23.76	\$24.35	\$25.50	\$26.45	\$27.15	\$28.25
5 Years	\$17.61	\$18.05	\$18.20	\$19.18	\$20.53	\$21.20	\$21.85	\$22.45
4 Years	\$16.90	\$17.24	\$18.20	\$18.78	\$20.13	\$20.70	\$21.40	\$22.05
3 Years	\$16.90	\$17.24	\$18.20	\$18.61	\$19.93	\$20.50	\$20.91	\$21.33
2 Years	\$16.90	\$17.24	\$18.20	\$18.51	\$19.85	\$20.40	\$20.81	\$21.23
1 Year	\$16.90	\$17.24	\$18.20	\$18.42	\$19.75	\$20.30	\$20.71	\$21.12
Start (0-1 Year)	\$16.90	\$17.07	\$18.20	\$18.20	\$19.50	\$19.89	\$20.28	\$20.69

*Effective the first full pay period following ratification of this agreement, employees will move horizontally to the right on the wage scale consistent with their respective completed years of service as of July 1, 2020 and will receive the additional increase noted in the Date of Ratification column. Employees in the progression will step up vertically in the scale based on their years of completed service on July 1, 2021 and will receive those increases on the first full pay period following July 1, 2021.

Section 15.1 - DMV Examiner: If the Company assigns a member of the bargaining unit as the DMV Examiner, the position shall be paid a differential of

one dollar and fifty cents (\$1.50) per hour in addition to his/her regular rate of pay for all hours worked as a DMV Examiner.

Section 15.2 – BTW Training: The operator assigned to the BTW Trainer position shall be paid a differential of one dollar (\$1.00) per hour in addition to his/her regular rate of pay for all hours worked as a BTW Trainer.

The Company maintains the right to raise the new hire rate(s) subject to its discretion. The Company will provide notice of any such changes to the Union, and amendments or modifications to the wage scale will be reduced to writing.

ARTICLE 16 – PAID HOLIDAYS

Section 16.1 - Holidays Paid: All eligible full-time employees shall receive the following six paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and one (1) floating holiday. The floating holiday must be requested in writing as set forth in 16.3.

Effective July 1, 2023, eligible full-time employees will receive one (1) additional floating holiday for a total of two (2) floating holidays each year. On July 1, 2023, all eligible employees will receive a one-time allotment of one (1) additional floating holiday, which must be used during the following year. Employees will receive their second floating holiday on their anniversary date as set forth in Section 16.3 of this Article.

Effective July 1, 2024, employees will receive two (2) floating holidays on their anniversary date as set forth in 16.3. Employees will not receive any floating holidays on July 1st unless this is their anniversary date.

No employee can have more than two (2) floating holidays available for their use at any one time.

- For example, an employee with a June 14th anniversary date or floating holiday allotment date for the purpose of this Article will receive their regularly occurring one (1) floating holiday on June 14, 2023. Then on July 1, 2023, the employee will be allotted one (1) floating holiday for their use

during the following year (i.e. it will be lost if not used by June 30, 2024). On June 14, 2024 the employee will be provided with one (1) additional floating holiday. If the employee has not used the floating holiday granted on June 14, 2023 by that time, it will be lost. Then, the employee will receive two (2) floating holidays on June 14, 2025 for their use the following year (any remaining floating holidays from the previous year will be lost).

Section 16.2 - Eligibility: Each full-time employee who has been on the payroll of the Company for a period of ninety (90) days or more shall be eligible for holiday pay, provided that: the employee works their scheduled shift, or alternate shift assigned by the Company, on the working day immediately before and following such holiday. If an employee is scheduled to work on the day of the holiday, the employee must work on the day of the holiday in order to receive holiday pay.

An employee is considered as scheduled for the purpose of this Section if an employee signs up for a specific assignment(s) on the holiday schedule and is awarded an assignment by the Company and/or the employee is mandated by the Company in reverse seniority order to work on the holiday. The Company will post the holiday schedule at least fourteen (14) calendar days prior to the holiday, and employees may sign up for a specific piece(s) of work by submitting a holiday proxy form to management in the manner specified by the Company. If the employee signs up for multiple pieces of work, they must indicate their order of preference on the proxy form. An employee will have the option to add their name, remove their name, or otherwise modify their proxy form up until 5 p.m. seven (7) calendar days prior to the holiday at which time the holiday proxies will no longer be accepted. After holiday proxy sign ups close, the Company will issue assignments to employees who signed up on the holiday schedule in seniority order. The Company will distribute the holiday schedule of assignments at least two (2) days prior to the holiday. If there is an insufficient number of employees who sign up for holiday work, then the Company will mandate employees to work in reverse seniority order.

Section 16.3 – Use of the Floating Holiday: Use of an employee's floating holiday must be requested in writing at least fourteen (14) calendar days in advance, or by mutual agreement between the Company and employee. If multiple requests are received for the same day, the Company will award floating

holidays by seniority with the understanding that if a more senior employee requests the date they may bump a less senior employee from their day off regardless of whether the Company already notified the less senior employee that the request was granted.

All employees will receive their annual floating holiday on their anniversary date each year; however, employees who were hired by First Transit from the previous contractor effective June 14, 2015, will receive their floating holiday allotment on June 14th of each year. Floating holidays must be used in the employee's anniversary year (or before June 13th if the June 14th renewal date referenced above applies to that employee).

After receiving their annual allotment, employees must use their floating holiday in the following year. If an employee is unable to use their floating holiday during the course of such year because their request to use the holiday was denied by the Company after being timely submitted by the employee, then the remaining floating holiday will be cashed out following the end of the respective year. In the event the employee qualifies for a cash out under this section, such cash out will be paid at in accordance with 16.4 on the basis of his/her normal work schedule on the date of the last requested floating holiday, which was subsequently denied by the Company. Employees may not cash out floating holidays upon resignation or termination from the Company.

Section 16.4 – Pay: All full-time employees shall receive holiday pay at his/her regular rate of pay on the basis of his/her normal work schedule. All eligible full-time time employees who work on a holiday shall be paid at the appropriate hourly rate of pay for all hours worked.

ARTICLE 17 - SICK PAY

All employees, full and part time, who have completed the 90-day probationary period, shall receive the following sick leave allotment based on the employee's anniversary date with the Company:

0-5 years: 24 hours of paid sick leave

5 plus years: 40 hours of paid sick leave

After completion of the probationary period, employees will have their applicable sick leave allotment available for their use, and their applicable number of sick hours renew on the employee's anniversary date with the Company the following year. If an employee has not used his or her sick leave before the next anniversary date, the employee will receive a cash out on his or her next check for the remaining amount of sick hours for that anniversary year. The employee will receive his or her applicable allotment of sick hours for the next year for their use at that time. Employees may not cash out sick hours upon resignation or termination from the Company.

*NOTE: All employees hired by First Transit, Inc. from the previous employer effective June 14, 2015 will have a Company anniversary date of June 14, 2015 for the purpose of this Article.

Employees are required to give notice to the Company when taking a sick day as set forth in the Attendance policy. Full-time employees afforded a floating holiday(s) under Article 16 may also apply the floating holiday(s) to time off that would qualify for sick leave, but are subject to the requirements of Article 16.3 regarding use of the floating holiday(s).

ARTICLE 18 – VACATIONS

Section 18.1 – Vacation Allotment: Each full-time employee within the department shall accrue vacation as described in this section in accordance with the following schedule:

After one (1) full year of continuous service, an eligible full-time employee will be entitled to forty (40) hours of paid vacation.

After five (5) years of continuous service, an eligible full-time employee will be entitled to eighty (80) hours of paid vacation.

After eight (8) years of continuous service, an eligible full-time employee will be entitled to one hundred twenty (120) hours of paid vacation.

After an employee completes each full year of continuous service, the employee will receive the appropriate annual vacation allotment on their anniversary date after the year completed. An employee is not entitled to any amount of vacation prior to completion of the full year.

An employee will not earn vacation when on an unpaid leave of absence. If an employee is out of work on an approved leave of absence during a portion of their anniversary year, then the employee's vacation allotment for the applicable anniversary year will be prorated when the employee receives their annual allotment following completion of that anniversary year.

A vacation bid will be conducted as set forth in Section 18.2 of this Article. Employees are required to bid in full week increments. At the time of the bid the employee can only bid the amount of time they have earned based on the number of continuous years of completed service at the time of the bid. If an employee will earn additional hours of vacation on their upcoming anniversary date in the bid year, then the employee may bid the additional hours only after their anniversary date (i.e. once the additional vacation will be earned). If a driver retains unbid vacation days following the bid, those days may be requested as set forth in Article 18.2.

Employees shall be permitted to carry over the equivalent of one (1) year of the employee's annual vacation allotment from one year to the next. Vacation cannot be earned once the employee has reached the maximum accumulation of twice their annual allotment.

In addition to the above, employees will have one opportunity annually to request a cash out of vacation time of up to forty (40) hours, provided the employee has the requested hours available at that time of cash out. Vacation cash outs must be requested by the employee between October 25th and November 15th of each year by completing a Company-provided request form and turning the form in to the designated management representative. Requests received before or after the above request dates will not be approved. Approved vacation cash out requests will be processed for payment during the first full pay period in December. All cash outs will be deducted from the employee's available vacation balance prior to the December Vacation Bid referenced in 18.2.

Section 18.2 – Vacation Bid: The Company shall post the available vacation schedule prior to the bid. The schedule will designate how many employees and vacation weeks are available for the coach operators bargaining unit and how many operators may take vacation during a certain time. Employees will bid on vacation in accordance with the Company's vacation schedule in the manner described in this Article. The Company will make enough vacation weeks available so that all drivers employed at the time of the initial bid will have an opportunity to bid all of their vacation allotment in one (1) week periods.

A Shop Steward will conduct vacation bids under management supervision, and as stipulated in this Article. At the Shop Steward's request, the Company shall furnish a list of available vacation and seniority dates two (2) weeks prior to the bid for review.

The Vacation Bid shall be held in December of each year for the next calendar year.

Seniority will be used in the selection of vacation periods. Employees will be required to select their vacation during the time allotted for their general bid. Employees will be allowed to bid in person or by proxy the total amount of vacation earned by weekly increments.

An employee must give five (5) working days' notice to cancel a bid vacation of one (1) week or more. If notice is not given, the employee will not be allowed to work during the bid vacation unless the cancellation is due to an unforeseen circumstance as determined by the Company on a case-by-case basis.

A vacation calendar prepared by the Company will be utilized in the bidding of vacation and will remain posted at all times. Employees bidding must bid in week increments during the time of the bid, and may bid up to their full allotment; however, if vacation is not bid, an employee may not bump another employee from a previously selected and approved vacation.

Vacation periods of one week or more that become open during the vacation year will be posted as they become available and awarded by seniority in accordance with the provisions herein. The posted openings will be awarded after seven (7) calendar days from posting.

If there are open vacation weeks that were not bid upon during the initial vacation bid and remain open, an interested Coach Operator can submit a request for the open week in their department no less than one week before the date requested. The employee may request the full week or a full day off, if available. If multiple requests are made, then the Company will consider requests on a first come first serve basis. If multiple requests are received in the same day, then requests will be considered in seniority order.

ARTICLE 19 - TIME OFF WITHOUT PAY

Each employee shall have up to three (3) days of preapproved unpaid time off per calendar year. This time may be taken in one to three day increments. This time off will be approved based on operational needs, and will be at the sole discretion of management.

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

Section 20.1 - Designation of Trust: The Employer agrees to make contributions to The Western Alliance Trust Fund for the purpose of providing Medical and Prescription Drug, Dental, Vision and Life benefits for all qualified employees and their dependents.

Section 20.2 - Acceptance of Trust: The parties agree to accept, assume and be bound by, the terms of the Declaration of Trust Providing for the Western Alliance Trust ("Trust Agreement"), as it currently exists, or as it may thereafter be amended or restated, required to accomplish the provisions of this Collective Bargaining Agreement and by this acceptance agree to become a party to the Trust Agreement. The parties agree that the Trustees named in the Trust, their successors and/or alternate Trustees ("Trustees"), if any, selected in accordance with the provisions of the Trust Agreement, are and shall be the Trustees and the parties hereby consent to be bound by the acts of said Trustees in accordance with the provisions of the Trust Agreement.

Section 20.3 - Contributions: All contributions shall be due and payable on the twentieth (20th) day of the month preceding the month of coverage and shall be

deemed delinquent if not received before the 1st day of the month for which coverage is provided.

Section 20.4 - Qualified Employee Defined:

- A.** Employees shall become eligible to participate in the plan as defined in this Article on the first (1st) day of the month following sixty (60) days of employment with the Company.
- B.** For purposes of this section a "Qualified Employee" is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week.
- C.** The Employer will contribute to the Trust in accordance with Section 2 above for each Qualified Employee following sixty (60) days of employment with the Company. The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.
- D.** A Qualified Employees shall also include employees retained from previous employment from the previous contractor.

Section 20.5 - Dependent Coverage: Qualified Employees may elect Dependent coverage and pay the required contribution through payroll deduction. Dependent coverage must be elected no later than 30 days after the date of Employment or in accordance with the rules of the Western Alliance Trust Fund.

Section 20.6 - Required Contribution for Group Health Plan: The Health and Welfare benefits required by this Article shall be funded as follows; Effective with the first (1) day of the first (1) calendar month after sixty (60) of employment the Employer shall contribute eighty-five percent (85%) of the employee and dependent monthly medical premium, and the employee's monthly contribution rate shall be fifteen percent (15%).

The Employee Cost Share for Health and Welfare benefits shall be made through payroll deduction, on a pre-tax basis and will commence with first day of the calendar month for which the Employer contribution is required. The Employer

agrees to remit 100% of the required contribution to the Western Alliance Trust in accordance with Section 2, above. The Company may contribute at a higher rate for employees electing coverage in order to comply with the terms of the ACA.

Section 20.7 - Waiver of Coverage: Eligible employees may waive Group Health & Welfare coverage in accordance with the rules of the Western Alliance Trust which permit a waiver of Group Health & Welfare coverage so long as the following three (3) conditions are satisfied:

1. The employee would be required to make a premium contribution if he/she participated in the Trust;
2. The employee must submit a completed trust waiver form, and
3. The employee must submit proof to the Trust of other group health coverage.

Should any insurance plan(s) required under this CBA subject the Employer to an excise tax or penalty under Federal or State law, the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternative plan(s) that will not be subject to the excise tax or penalty.

ARTICLE 21 - MEAL AND REST PERIODS

Section 21.1 - Rest Periods: All employees are authorized and permitted to take rest periods in accordance with California Industrial Welfare Commission Order Number 9- 2001. It is the responsibility of employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude as permitted, that all employees were permitted to take rest periods.

Section 21.2 - Meal Periods: The Company will provide a meal period during the driver's shift to drivers who work a shift of at least eight (8) hours in a day. The Company will only provide meal periods in accordance with this Section if the

employee has not also been assigned to a split shift where the split is at least thirty (30) minutes.

The Company will provide either on-duty or off-duty meal periods to drivers that are entitled to meal periods as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minute uninterrupted meal period. An on-duty meal period shall be permissible and counted as time worked. An on-duty meal period shall be considered to be made available as long as the driver had an opportunity to eat his or her meal at some point during his or her shift.

If the Company fails to provide a meal period to an employee as described in this section, the employee or Union must initiate a grievance under Article 12 within seven (7) calendar days of the alleged missed meal period.

Any and all disputes regarding the application of meal and/or rest periods shall be subject to the grievance and arbitration procedure which may only provide for non-monetary equitable remedies and compensation for actual time worked. The Company shall not be subject to any civil or statutory penalties as a result of any violation of the terms and of this Article.

ARTICLE 22 – LEAVE OF ABSENCE

Section 22.1 - Family Leave: The parties agree to abide by all Government mandated leaves including the Family Medical Leave Act. The Employer will maintain paying its portion of the group health insurance premium for an employee on FMLA leave as if the employee had continued to work with the understanding that the employee must continue to pay their portion of the group health insurance premium.

Section 22.2 – Personal Leave: Employees who have completed at least six (6) months of continuous service with the Company may request personal leave for the purpose of taking time off from work duties to fulfill personal obligations. Personal Leave may not be used to seek or accept employment elsewhere. The employee will state the reasons for such leave in their request and such leave will be without pay and without loss of seniority rights. Employees should submit a

request for Personal Leave in writing to their supervisor as far in advance as possible. The granting of any such additional leave will be discretionary by the Company and shall be on a case-by-case basis for up to thirty (30) days. During the personal leave, if the employee participates in a healthcare program, the employee will be responsible for the entire healthcare premium amount. The Company will resume payment of its portion of the benefits cost when the employee returns to active employment.

Section 22.3 – Medical Leave (Non-FMLA): To the extent that Family Medical Leave has been exhausted and additional leave is necessary, it shall not be determined in accordance with FMLA or have the same benefits. During the medical leave, if the employee participates in a healthcare program, the employee will be responsible for the entire healthcare premium amount. The Company will resume payment of its portion of the benefits cost when the employee returns to active employment.

All non-FMLA medical leaves must be requested in advance. Once a request for non-FMLA medical leave is submitted, management will engage with the employee to evaluate the conditions pertaining to the leave request as required by law, including but not limited to reasonable accommodation obligations. Requests for leave may be granted by management in increments of thirty (30) days or less. Additional requests for leave must be made prior to the expiration of the leave term and may be extended by management in thirty (30) day increments. The granting of any such additional leave will be subject to the discretion of the Company and determined on a case by case basis.

Section 22.4 - Stewards Leave: The Company may grant a leave of absence to Union members for the purpose of Union business. Such leave will be based on available manpower to cover such leave. All leave requests shall be made in writing to the Company at least seventy two (72) hours prior to the commencement of the leave date(s). Such leave will be without pay, and will not result in loss of seniority. Members must be designated Union stewards or officials in order to request such leave; however, members participating in an election as an officer or member of the Executive Board of the Union or appointment to act on Union business may be considered for a leave of absence upon request.

Any employee elected or appointed to a full-time position in the Union shall, upon providing proper notice to the Company, be given a leave of absence for the duration of his/her term of office. An employee on leave for union business shall not be entitled to any pay or benefits for the duration of their leave. Such leave may be extended by the Company upon receipt of official written request from the Union. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority and at the appropriate rate of pay. A leave of absence granted pursuant to this Section 16.4 shall not result in termination of seniority pursuant to Article 9.2(c).

Section 22.5 – Failure to Return Following Leave: If the employee fails to return at the end of the granted leave period, he or she will be deemed to have abandoned his or her employment with the Company.

ARTICLE 23 – DISCIPLINE

Section 23.1 - Company Rights: The Company shall have the right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its Clients. The Company shall further have the absolute right to carry out all directions of its Customers notwithstanding any provision of this Agreement to the contrary. Client is defined as an agency to which the Company has signed a transportation contract with.

A copy of the Company's employee Handbook and Drug and Alcohol/Substance Abuse Policy shall be given to each employee as part of the hiring process. The First Transit Handbook applies to employees only to the extent that the Handbooks provision are not to conflict with a specific term or condition stated in the Collective Bargaining Agreement (CBA). To the extent that the Handbook is a conflict with a term or condition of the Agreement, the Agreement shall take precedence.

Report to Work Grace Period - The Company expects all employees to report to their place of work with enough time to properly sign in and begin their assigned duties at their assigned report time. However, the Company does recognize that,

from time to time, an employee may encounter some delay in reporting to work due to an unavoidable circumstance beyond their control. Examples of an unavoidable circumstance might be, traffic jam accident, construction in route, or similar issue.

In the event of lateness due to an unavoidable circumstance, an employee who reports to work ready and prepared to begin work not more than five (5) minutes after their assigned report time shall not receive an attendance violation in accordance with the First Transit Attendance Policy. However, they shall be permitted to complete their assigned work for the day. Employees reporting to work after five (5) minutes past their assigned report time may not be permitted to complete their assigned work for the day. Any employee who reports to work ready and prepared to begin work more than five (5) minutes after their assigned report time shall receive an attendance violation in accordance with the First Transit Attendance Policy.

New Rules - The Company shall have sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employee and, from time to time, change or amend such rules, regulations and policies, to the extent they do not conflict with any work rules, regulations and policies prior to their implementation. The Company will notify the union of work rule changes in advance as set forth Article 9.1.

Section 23.2: No employee shall be discharged or disciplined without just cause.

Section 23.3: The following may be just cause for immediate discharge; however, the Company's right to terminate an employee shall not be limited or restricted in any manner by this Article:

- A.** Failure at any time for any reason to maintain a valid driver's license and all certificates required by Federal, State or Local governmental entities and laws to operate Company and customer vehicles.
- B.** Any violation for which termination is appropriate as stated in the First Transit Employee Handbook.
- C.** Failure to perform proper pre-trip and post-trip paperwork.

D. Commission of any terminable offense as stated in the Company's Attendance Policy.

E. A demand for removal from service by the client.

Section 23.4 - Accident Review Board: The purpose of the Accident Review Board will be to determine whether an accident was preventable or not. The Accident Review Board will consist of two (2) operators, two (2) non-union employees, one (1) neutral third party, and the Safety Manager (or his/her designee) who will serve as chairman. The director will chair the meeting only and have no deciding vote.

The Review Board will not determine the degree of discipline assessed, only preventability. The neutral third party shall have experience in highway safety to decide the issue. The procedure shall be as follows:

1. An accident review board shall be convened only by mutual agreement between the Company and the Union when the parties agree that there is reasonable doubt as to the preventability of an accident.
2. If the operator disagrees with the preventability of an accident, the operator will submit, in writing, the reason for the disagreement and submit this to the General Manager or designee. Such letters must be submitted within ten (10) calendar (10) days from the date the accident was charged to the operator's record.
3. If the Union and the Company agree to convene the Accident Review Board, a meeting will be scheduled with the Board to review all written material and other evidence concerning the accident and rule on preventability. Members will vote by secret ballot. The decision of the Board will be final and not subject to grievance appeal.
4. The Board will meet within ten calendar (10) days upon receipt of written request from the operator, or as soon as a neutral third party can be secured for the meeting.

5. Operators are appointed by the Union. Non-union employees are appointed by the General Manager or designee. All are appointed for a one (1) year term. An operator or supervisor may be reappointed to the Accident Review Board after at least one (1) year of absence.

Section 23.5 - Notices: The Company shall determine its discipline within fourteen (14) calendar days from management knowledge of the specific infraction the Company issues discipline for. Copies of all warning notices and other notices of disciplinary action given employees shall be mailed to the Union within ten (10) calendar days of the determination of the infraction by certified mail. Excluding safety related disciplinary actions, warning notices, and other notices of disciplinary action shall be voided one year from the date of the infraction. Safety violations, with the exception of serious safety violations and serious preventable accidents, will remain active for a period of eighteen (18) months. Serious safety violations and serious preventable accidents will remain active for 36 months. Some examples of serious safety violations and serious preventable accidents are: failure to properly secure a wheelchair or other mobility device; cell phone use while operating a Company vehicle; rollaway due to failure to properly secure a vehicle; striking a pedestrian; failure to perform proper lock out/tag out procedures or ignoring or removing a lock, tag, or signage without specific authorization; or entering a railroad crossing when the lights are flashing or the crossing arm is down or descending. No disciplinary or discharge document shall be placed in an employee's personnel file without his/her being given written notice.

ARTICLE 24 – BUMP BIDS

Drivers will have the opportunity to change their bid through a "Bump Bid" process. When a route or routes become available, as determined by the Company, those routes shall be posted on the bump bid board no later than forty-eight (48) hours after they become available. Positions shall remain posted for seven (7) calendar days during which time qualified drivers can sign up for the open route. The open route will be awarded by seniority. Qualifications shall be included for consideration of the position being posted.

Drivers who successfully bid for, and are assigned, work in a bump bid process

may not participate in a new bump bid for a period of thirty (30) days.

ARTICLE 25 - LAYOFF AND RECALL

Section 25.1 - Determination of Layoffs: The Company will determine the timing of layoffs, and the number of employees to be laid off.

Section 25.2 - Layoffs: When a reduction in the workforce becomes necessary, as determined by the Company, such layoffs, shall be made in reverse order of master seniority under the following provisions:

1. Driver must be qualified for the work they wish to transfer to at the time of layoff.
2. Open positions within the location specified in Section 1.2 of this agreement must be filled by a master seniority basis.
3. Bumping will take place based on strict master seniority.

Section 25.3 - Recall:

Order of Recall: Employees will be recalled by seniority as defined above.

Notice of Recall: The Company will forward notice of recall by certified mail to the last known address of the employee as reflected on Company records. The Company will also provide notification via text message and email to the employee's last known phone number and email address, if provided, as a courtesy, however, the certified mail notice will control. The employee must, within seven (7) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date.

ARTICLE 26 – BULLETIN BOARD

The Company will furnish an adequate Bulletin Board. The bulletin board shall be hung in a convenient location that can be seen by all members, preferably in the break room or a common area in each location. The Union shall have the right to post official Union notices on the bulletin board.

The Bulletin Board is to be used only for official Union notices and the results thereof, and other official Union functions. The Bulletin Board will be used only by Union Officials.

It is agreed that the Union shall not use the Union Bulletin Board for the posting of any notices or materials, which are offensive, or derogatory to the Company.

ARTICLE 27 - GENERAL CONDITIONS

Section 27.1 - Citations: No operator shall be required to violate traffic laws. Employees are required to pay for the cost of citations received; this shall include toll road fees and/or fines.

Section 27.2 - Physicals and Drug Screens: In the event the Company requires an employee to take a physical examination or drug screen, the Company will pay the cost of the procedure. No employee shall suffer a loss of earnings from the Company as a result of time spent in such physical examinations or drug screen, but otherwise time spent in physical examinations shall not be paid time for any violation that the operator has committed.

Section 27.3 - Employee's Personnel Records/Files: If an employee request information regarding their personnel records, the employee shall have the right to review in the presence of a supervisor and steward all records on the requesting person, including the employee's file, employment file, medical file, disciplinary or any other records on that person, such a request shall be made in writing at least three (3) days in advance.

The right to review shall not entitle the employee to have any record changed, modified or removed from the file unless such action is otherwise specifically granted elsewhere in this Agreement. Copies of records that had previously been signed by an employee may be copied at the written request of the employee at a rate of thirty-five cents (35¢) per copy. Copies of records not previously signed by the employee may not be copied by the employee.

Section 27.4 - Uniforms: The Employer agrees that if any employee is required

to wear any kind of uniform as a condition of his/her continued employment, new or professionally laundered uniforms shall be furnished by the Employer, free of charge as stated in this Article.

Furthermore, the Employer agrees that when uniforms are required, the uniforms shall consist of five (5) shirts, a combination of five (5) pants or shorts, and one (1) jacket or sweater. Uniforms will be replaced as necessary due to normal wear and tear as determined by the Company. The Company will provide replacement uniforms in a timely manner.

ARTICLE 28 - VETERANS

The Company will comply with the requirements of the law, (USERRA) Uniformed Services Employment and Re-Employment Act, in the treatment of returning veterans of the Armed Services.

ARTICLE 29 – SUCCESSORS AND ASSIGNS

This Agreement shall be bidding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever. The Company shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation cover by the agreement or any part thereof. Such notice shall be in writing with a copy to the union no later than the effective date.

ARTICLE 30 – JOINT LABOR MANAGEMENT COMMITTEE

A Joint Labor-Management Committee, comprised of no more than four (4) Union and four (4) management employees, will be formed and meet every other month at a mutually agreed date and time for the purposes of promoting good communications between the parties of this Agreement.

Section 30.1: The Union and the Employer agree to establish a Joint Labor-Management Committee. It will meet not less than once a quarter at a convenient

location agreed upon by the parties. Minutes and proceedings of the meeting shall be kept and Agenda items will be submitted by both parties three working days in advance of each meeting.

The Union will appoint its committee members from a list of employees who have indicated a willingness to serve. The Union Business Representative will serve as a permanent member of the Union Committee and will act as its spokesperson.

Section 30.2: The Joint Labor-Management Committee will have as its purpose and shall give consideration to such matter as to develop a spirit of cooperation between the employees and the Employer, the responsibility for success rests equally with both parties, to strengthen employee morale, to develop effectiveness in the workplace and a continuing campaign to become more competitive within the industry.

The Union and the Employer agree to participate equally through the Joint Labor-Management Committee to tap the creativity and knowledge of employee members to help solve work-related problems such as productivity, customer service, employee morale, unsafe working conditions and client relations. The Committee will brainstorm problems, develop ideas, give suggestions and share information. The Committee will have no authority to act on any recommendation.

Section 30.3: The Joint Labor-Management Committee will have no authority to discuss or resolve grievances.

ARTICLE 31 – BONUSES

Section 31.1 - Bonus Programs: The Company may, from time to time, establish bonus programs for safety, operator retention, etc. These bonuses may be ongoing or may only be offered for a period of time as determined by the Company.

Section 31.2 - Annual Safety Bonus: Each non-probationary, full-time employee shall be eligible for participation in the Company's Annual Safety Award Bonus program outlined below.

Each year, as designated by the employee's anniversary date, the employee will

be eligible to receive two hundred dollars (\$200.00) if the employee meets the following requirements during the previous year of employment:

1. Had no preventable accidents during the year
2. Attended all safety meetings and trainings
3. Received no valid safety-related customer complaints
4. Received no moving violation citations

Part-time employees who participated in the Annual Safety Award Bonus program as a full-time employee for a minimum of six (6) months during the bonus period shall be eligible to receive the two hundred dollars (\$200.00) bonus. The Annual Safety Award Bonus will be prorated for part-time employees who did not complete at least six (6) months as full-time employee.

ARTICLE 32 - PENSION/TEAMSTERS SUPPLEMENTAL 401(K)

Section 32.1 - Pension Contributions: The employer agrees to participate in the Western Conference of Teamsters Pension trust Fund for the benefit of employees within the bargaining unit as follows:

Effective July 1, 2020, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of all individuals performing bargaining unit work from the first compensable hour of work, including temporary and probationary employees, one dollar, twenty-five cents (\$1.25).

Effective July 1, 2023, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of all individuals performing bargaining unit work from the first compensable hour of work, including temporary and probationary employees, one dollar, thirty cents (\$1.30).

Effective July 1, 2024, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of all individuals performing bargaining unit work from the first compensable hour of work, including temporary and probationary employees, one dollar, thirty-five cents (\$1.35).

Compensation earned but not worked, such as holidays and vacation time, shall

be considered as compensation earned for the purpose of this Article.

Section 32.2 - Remittance of Funds: The total amount due for each calendar month shall be remitted in one (1) lump sum no later than ten (10) days after the last business day of each month.

The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate determination of the hours for which contributions are due, the prompt and orderly collections of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

Section 32.3 - Acceptance of Trust: The Employer and the Union agree to execute the necessary Trust documents required by the Trustees of the Western Conference of Teamsters Pension Trust as a condition of participation in such Trust.

The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore or not to reduce benefits to retiring employees, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

Section 32.4 - Income Deferment to Pension: Before July 1st of each year of the agreement, the Union may, by a majority vote of its membership, decide to defer a maximum of ten cents (10¢) from the hourly wage of all employees into the Teamster Pension. The Union shall take this vote no later than April 1st of the year in which a deferment is desired. Contribution rates above, shall be automatically adjusted to reflect any deferment increases. And the wage table shall also be automatically adjusted to reflect a reduction for deferred wages. It is understood by the parties that any deferment of wages shall not result in an increase in overall costs to the employer.

Section 32.5 - Teamster 401(k): The Employer agrees to participate in the Teamsters National 401 (k) Savings Plan. The details of the plan are set forth by the Plan Trustees. There will be no employer funds or match contributions for this plan.

ARTICLE 33 – BEREAVEMENT

The Company provides three (3) paid bereavement days in the event of the death of a member of an employee's immediate family. If it is necessary to travel five hundred miles or more one way, an additional two bereavement days are paid (normal days off are excluded). If it is necessary to travel (200) miles or more one way, an additional unpaid bereavement day may be requested (normal days off excluded). Immediate family includes: Spouse, domestic partner, parent/legal guardian, siblings, child, stepmother, stepfather, stepchild, current mother-in-law, current father-in-law, grand parent, or grandchild. The Company may request documentation.

ARTICLE 34 - TERM OF AGREEMENT

This Agreement shall take effect as of July 1, 2020 and shall continue in effect through June 30, 2025 inclusive. This Agreement shall automatically be renewed on the same terms and conditions existing at expiration for consecutive one (1) year periods thereafter unless, at least sixty (60) days' prior to the expiration of this Agreement or any extension thereof, either party gives written notice to the other of the desire to terminate or modify the Agreement. If neither party reopens this contract as herein provided, it shall automatically be extended from year to year thereafter with like provisions for reopening of the annual date of July 1st.

Agreed to this 11 day of JUNE, 2021.

**FOR THE UNION:
GENERAL TRUCK DRIVERS, OFFICE
FOOD & WAREHOUSE UNION
TEAMSTERS LOCAL 952**



Signature

Carlos Jimenez

Name

Business Representative

Title

6-11-2021

Date

**FOR THE EMPLOYER:
FIRST TRANSIT, INC.**



Signature

Fadi Chakbazof

Name

Senior Vice President

Title

6/11/2021

Date

AGREEMENT

between

**FIRST TRANSIT, INC. / OCTA
WINDOW DISPATCHERS AND ROAD SUPERVISORS**

and

**GENERAL TRUCK DRIVERS, OFFICE, FOOD
& WAREHOUSE UNION, TEAMSTERS LOCAL 952**

Effective: January 1, 2020 – December 31, 2024

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	AGREEMENT	4
	INTENT AND PURPOSE	4
	ARTICLE 1 - RECOGNITION	4
	ARTICLE 2 - SCOPE OF AGREEMENT	5
	ARTICLE 3 - UNION SECURITY	6
	ARTICLE 4 - DUES CHECK OFF	6
	ARTICLE 5 - MANAGEMENT RIGHTS	7
	ARTICLE 6 - PROBATIONARY PERIOD	9
	ARTICLE 7 - SHOP STEWARDS AND UNION REPRESENTATIVES	10
	ARTICLE 8 - NON-DISCRIMINATION	10
	ARTICLE 9 - SENIORITY	11
	ARTICLE 10 - CUSTOMER RIGHTS AND CONTINGENCIES	12
	ARTICLE 11 - NO STRIKES OR LOCKOUT	13
	ARTICLE 12 - DRUG AND ALCOHOL	13
	ARTICLE 13 - GRIEVANCE PROCEDURE.....	13
	ARTICLE 14 - ARBITRATION.....	14
	ARTICLE 15 - MEAL AND REST PERIODS.....	15
	ARTICLE 16 - LEAVE OF ABSENCE	16
	ARTICLE 17 - DISCIPLINE	17
	ARTICLE 18 - BULLETIN BOARD	19
	ARTICLE 19 - GENERAL CONDITIONS	20
	ARTICLE 20 - SUCCESSORS AND ASSIGNS	21
	ARTICLE 21 - JOINT LABOR MANAGEMENT	21
	ARTICLE 22 - VETERANS	21
	ARTICLE 23 - HEALTH AND WELFARE BENEFITS	21

ARTICLE 24 - LIFE INSURANCE..... 23

ARTICLE 25 - WAGES..... 23

ARTICLE 26 - PAID HOLIDAYS..... 24

ARTICLE 27 - SICK PAY..... 26

ARTICLE 28 - VACATION..... 27

ARTICLE 29 - PENSION..... 30

ARTICLE 30 - TUITION REIMBURSEMENT..... 31

ARTICLE 31 - BEREAVEMENT..... 31

ARTICLE 32 - JURY DUTY..... 31

ARTICLE 33 - HOURS OF WORK..... 32

ARTICLE 34 - LAYOFF AND RECALL..... 34

ARTICLE 35 - TEAMSTERS NATIONAL 401 (K) SAVINGS PLAN..... 34

ARTICLE 36 - TERM OF AGREEMENT..... 34

AGREEMENT

The undersigned, First Transit, Inc., hereinafter referred to as the Company its successors and assigns and General Truck Drivers, Office, Food and Warehouse, Employees, Local Union No. 952, Local Union No. 952, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

INTENT AND PURPOSE

This Agreement is entered into with the intent and purpose of promoting harmonious relationships between the parties, setting forth the rights and obligations of the respective parties, the basic rate of pay, hours of work and conditions of employment, of preventing misunderstandings, lockouts, boycotts or strikes, and of providing for prompt conciliation, and peaceful adjustments of any dispute, within the terms and provisions hereinafter provided.

WITNESSETH, in consideration of the mutual covenants hereinafter entered into for good and valuable consideration, the parties hereto agree to the following:

ARTICLE 1 - RECOGNITION

Section 1.1 - Recognition: The Company recognizes the Union as the exclusive collective bargaining representative of employees with respect to wages, hours of work and other terms and conditions of employment for all such employees. The Company shall not enter into any additional agreements with its employees individually or collectively without first having the consent of the Union. Any such agreement that does not have the consent of the Union will be null and void.

Section 1.2 - Definition of Employee: Whenever used in this agreement, the term "employee" shall mean all full time and part time dispatchers and road supervisors employed by the Company at its location 6671 Marine Way, Irvine, CA 92618, 1717 Via Burton Anaheim, CA 92806, and any other future new location that provides dedicated transportation services for its OCTA client, but excluding guards, office clerical, payroll clerks, managerial personnel, maintenance personnel, confidential personnel, professional employees and trainers as defined in the National Labor Relations Act.

Section 1.3 - Dispatcher and Road Supervisors: Dispatchers and Road Supervisors are separate positions. As described in Article 1, Section 2 of this Agreement, each position is defined as follows for full and part time classifications:

A. A full time dispatcher or road supervisor is defined as an employee regularly scheduled to work at least thirty-five (35) hours in a work week in his or her respective position.

B. A part time dispatcher or road supervisor is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a work week in his or her respective position.

Section 1.4 – Bargaining Unit Work: Bargaining unit work shall normally and regularly be performed by bargaining unit employees with the following exceptions:

Dispatchers:

- Training of Union drivers to perform dispatch work.
- Compliance with wage and hour laws related to meal and break times.
- Unforeseeable and urgent need based on the unexpected loss or unavailability of dispatch personnel.

Road Supervisors:

- Training of Union drivers to perform dispatch work.
- Compliance with wage and hour laws related to meal and break times.
- Unforeseeable and urgent need based on the unexpected loss or unavailability of road supervisor personnel.

Section 1.5 – License Requirement: Road Supervisors and Dispatchers recognized under this agreement are required to have and maintain all license and certification requirements to operate a vehicle in revenue service.

If a Dispatcher is unable to maintain the license requirements above for the purpose of performing their responsibilities as a Dispatcher, and if the reason that the Dispatcher is unable to maintain the CDL is for medical reasons, the employer will meet with OCTA staff to request a waiver of the CDL requirements for that employee. If the Company successfully obtains a waiver for the employee then, subject to the terms of the waiver, Dispatcher will be allowed to continue working without being required to drive a company vehicle that requires a CDL for its operation.

ARTICLE 2 - SCOPE OF AGREEMENT

Section 2.1 - Separability: Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision will apply only to, the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to

immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to re-negotiate any Articles, Sections or portions of the Agreement, which are not affected by such decision.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Recognition: Within thirty-one (31) calendar days after the employee's date of hire, defined as the first day the employee begins training, or the effective date of this Agreement, whichever is later, every employee covered by this Agreement shall, as a condition of employment: (1) become and remain a member of the Union and maintain membership in the Union, or (2) in the alternative, remain a non-member and pay a service fee as established by the Union not to exceed the amount of the monthly dues and initiation fees uniformly required of all members employed in the bargaining unit. If any provision of this article is found to be invalid by any law or regulation, the parties agree to renegotiate such provision to comply with the requirements of law.

ARTICLE 4 - DUES CHECKOFF

Section 4.1 - The Company, when hiring new employees, shall endeavor to require such employees to complete and sign a Union membership application. Completed membership applications shall be mailed to the Union in a timely manner.

Section 4.2 - The Company will check-off and remit to the Union, initiation, reinitiating fees, special assessments and monthly dues for employees who have executed and furnished to the company a check-off authorization for Teamsters Local 952.

Section 4.3 - Section 4.2: Upon receipt of written authorization signed by any employee in full compliance with all legal requirements, the Company shall deduct monthly membership dues from each employee's paycheck during the first (1st) pay period and will deduct initiation fees, arrears, and miscellaneous membership obligations during the second (2nd) pay period of each month during the effective dates of this agreement, but limited to the effective period of authorization, the amount representing dues obligations of such employee as certified in writing by the Union. The Company shall, during each month, mail to the Secretary Treasurer of the Union, all such sums withheld. In the event no wages are due to the employee, or are insufficient to cover the required deduction, the Company will so state on the Union forms provided.

Section 4.4 - Where an employee who is on check-off is not on the payroll during the week in which the deduction is made, or who has no earnings or insufficient earnings during the

week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 4.5 - The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind, which may arise out of, or by reason of actions taken by the Company for the purpose of complying with this Article.

Section 4.6 - National D.R.I.V.E. Authorization and Deduction: In addition to the terms and conditions contained in the above-referenced Agreement between the Company and the Union, the Company and the Union hereby further agree that:

The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Company 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 Company shall transmit to DRIVE National Headquarters on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The Union and Drive agree to indemnify the Company and to hold the Company 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 Company.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1: In consideration of the recognition herein granted, the Union agrees for itself and its members not to hinder or interfere with the Company in the management of the business. It is agreed that except as expressly provided by this Agreement, all of the rights, powers, and authority the Company had prior to the signing of this Agreement are retained by the Company and remain the exclusive right of management without limitation. Management of the business, operation of the project, direction of the work force and the authority to execute all the various duties, functions and responsibilities in connection therewith are vested in the Company.

Without limiting the generality of the above statements, these rights include, but are not limited to, the right to hire, suspend, discharge for just cause, the right to request physical

examinations as a condition of employment, to implement all drug and alcohol testing requirements, to promote, to layoff, to determine hours of work as well as the hourly and daily schedule of employment. The Company shall be the judge of all matters pertaining to the conduct of its business including, but not limited to, quality and quantity of service and schedules of service. The Company shall have the absolute right, as to all or any part of the work performed by the bargaining unit, to discontinue operations subject to applicable laws, and the right to utilize supervisors to perform driver duties as needed in urgent operational situations. This will not be used to circumvent overtime work from bargaining unit personnel. It is further agreed that the above detailed enumeration of management's rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

The Company shall furnish the union with a copy of the First Transit Employee Handbook, and the Drug and Alcohol/Substance Abuse Policy as well as a copy of all notices resulting in changes to the employees' terms and conditions of employment.

The Company shall provide the Union with advanced notice of Company policy changes and, upon request, the Union will be afforded the opportunity to meet and discuss such changes with the Company. The Company shall not implement any unreasonable unilateral changes or policies affecting the terms and conditions of employment of the bargaining unit. In the event the Union deems a Company unilateral change or policy to be unreasonable, the Union shall pursue the issue through the contractual grievance procedure.

Section 5.2 - Technology Rights: The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein.

The Company shall meet with the Union before implementation of new technology, in order to explain and clarify the use and effects of said technology. Any new policy associated with the use of technology shall only be implemented after meeting with the union in accordance with

this Article. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 5.3 - Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with its OCTA client, hereto known as the "Client." The contract between the Company and its OCTA client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will meet with the Union in accordance with Section 5.1 of this agreement on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations where those changes are made as a result of a mandate from the OCTA client.

If the Company is required to remove an employee from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the employee, the Company will then meet with the Union to discuss the status of the employee. Should the Client maintain its position concerning the status of the employee, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 5.4: The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6 - PROBATIONARY PERIOD

Section 6.1: New employees shall be on probation for (90) ninety calendar days from his or her date of hire. A thirty (30) day extension may be granted upon written agreement between the Company and the Union. Employees will not be entitled to the grievance and arbitration procedure when terminated during their probationary period.

ARTICLE 7 - SHOP STEWARDS AND UNION REPRESENTATIVES

Section 7.1 - Shop Stewards: The Company recognizes the right of the Union to designate from among the Union employees of the Company a Shop Steward to handle such Union business as may from time to time be delegated to the Shop Steward by the Union pertaining to employment relations. The Company will be notified in writing by an officer of the Union as to the name of the Steward (and alternates if named). The authority of Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- A.** The Shop Steward may assist in the investigation, presentation and settling of grievances in accordance with the provision of the collective bargaining agreement.
- B.** Shop Steward has no authority to take strike action or any other work stoppage interrupting the Company's business, except as authorized by official action of the Union. The Company shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

Section 7.2 - Union Representative: An authorized representative of the Union shall have access at reasonable times during working hours to the Company's premises for the purpose of administering the Agreement provided that such representative shall first notify the General Manager or his/her designee. Representatives who are not employees shall be subject to all regulations of the Company applicable to non-employees. Such visits shall not unreasonably interfere with the work of any employee or the operation of the facility or any department thereof.

Section 7.3 - The Shop Steward, or his/her designated alternate, may be permitted reasonable time off without pay to attend Union meetings called by the Local Union. The Company shall be given seventy-two (72) hours prior notice by the Local Union.

ARTICLE 8 - NON-DISCRIMINATION

It is agreed by and between the parties hereto that there shall be no discrimination against any employee because of union or nonunion affiliation.

The Company shall not discriminate against any officer, representative or member of the Union because of his/her activities or carrying out his/her duties as such, but no officer,

representative, or member of the Union shall be exempt from Company rules and regulations, from the authority of the supervisors, or from the provisions of this Agreement.

Neither the Company nor the Union shall discriminate against any employee in any matter because of race, color, religion, sex, sexual orientation, national origin, marital status, disability, medical condition, age, status as a disabled veteran, or service in the uniformed military services, in compliance with state, federal and local laws.

Whenever the term "he" or "she" is used throughout this agreement, it shall be construed and interpreted as pertaining to both genders male and female.

ARTICLE 9 - SENIORITY

Section 9.1 - Seniority Defined: Seniority for employees governed by this agreement shall be defined as the period of employment with the Company (or previous employers when transitioning from one revenue agreement to another) in the work covered by this agreement, at the terminal (or terminals) within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement.

All current employees, performing work on OCTA Contracted Fixed Route, transferring into this Agreement (Dispatcher and Road Supervisor) shall maintain their accrued project seniority for computing company fringe benefits.

Where there is more than one employee who has the same hire date with the employer, the employee who has the earlier pre-employment drug test time and date shall be deemed the more senior. Seniority shall be applicable only as expressly provided in this Agreement.

A separate seniority roster will be maintained for both Window Dispatchers and Road Supervisors.

The Company shall post a seniority list quarterly, with a copy to the Union.

Section 9.2 - Termination of Seniority: An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

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

- B.** Failure to give notice of intent to return to work after recall within the time period specified in Article 34, Section 5(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- C.** Except for layoff, time lapse of twelve (12) months since the last day of actual work for the Company, regardless of reason;
- D.** Failures to return to work upon expiration of an approved leave of absence;
- E.** Involuntary layoff for a period of two (2) years or for a period equal to the Employee's length of service, whichever is less and provided that all qualifications are in good standing at the time of recall;
- F.** Absence for three (3) consecutive days without notifying the Company. The Company may consider unusual or extraordinary circumstances and waive this rule;
- G.** Working for another Company while on a leave of absence.
- H.** A change of classification in excess of one hundred eighty (180) calendar days.

Section 9.3 - Return of Personnel to the Bargaining Unit: A person who, after transfer or promotion out of the bargaining unit, within a period of one hundred eighty calendar (180) days, remains in the continuous employ of the Company, may be transferred, at the sole option of the Company and notwithstanding any other provision of this Agreement, to any designated job classification in the bargaining unit previously held by the person without loss of previous earned seniority. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee with the least Seniority as defined above will be laid off.

The principals of seniority shall prevail in awarding overtime, selecting vacations, filling job or shift vacancies, in permanent layoff, recall from layoff and promotion to non-supervisory positions.

ARTICLE 10 - CUSTOMER RIGHTS AND CONTINGENCIES

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

awards the service now provided by the Company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider.

ARTICLE 11 - NO STRIKES OR LOCKOUT

The Company agrees that there shall be no lockout of employees during the term of this Agreement. The Union agrees that there shall be no strike, walkouts, sympathy strikes, work stoppages or slow downs during the term of this Agreement. In the event of activity prohibited by this Article, the Union shall notify its members involved that such activity is not authorized or condoned by the Union and such activity shall cease and desist.

Employees who engage in any unauthorized strike, concerted work stoppages, slowdowns or other such activity, in violation of this provision, shall be subject to immediate dismissal.

The Company shall not discriminate against any employee because of his membership in or his activities on behalf of the Union, including his refusal to cross a legal picket line authorized by the Teamsters Local 952 or sanctioned by Teamsters Joint Council 42.

ARTICLE 12 - DRUG AND ALCOHOL

In acknowledgment of the nature of the Company's operations and the very special and overriding safety considerations, the parties agree to adhere to the Company's Drug and Alcohol/Substance Abuse Policy.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1 – Grievance Procedure:

Step 1. The employee, or the Union, shall verbally present an issue to management.

Step 2. If the issue is not resolved, the Union within seven (7) calendar days of when the employee or Union knew or had reasonable knowledge of the event giving rise to the grievance, may present in writing to the Operations Manager or his designee, a grievance. After the filing of a grievance, the Operations Manager or his designee shall contact the Union Business Agent or designee to arrange a time and place to attempt to resolve the grievance within seven (7) days unless mutually agreed to an extension.

Step 3. If the grievance is not resolved in Step 2, the Union, if it wishes to proceed further with the grievance, may request, in writing, via fax or email within seven (7) calendar days notice of the Company's decision in Step two a meeting or conference call between the General Manager or his designee, and the Union business" representative, or his/her designated representative.

Section 13.2 – Expedited Procedure: If the Union files a grievance alleging the Company has violated the agreement by unilaterally implementing an unreasonable unilateral change or policy, then the Union may request to expedite such grievance directly to Step 3 of the grievance procedure. Further, the parties may mutually agree to waive Step 3 and proceed directly to Article 14 to pursue resolution of the matter.

ARTICLE 14 – ARBITRATION

Section 14.1 - Appeal Procedure: If a grievance has not been settled in the Steps outlined in Article 13 herein, the Union may request that the matter be submitted to Federal Mediation Conciliation Service (FMCS) for mediation. If the parties mutually agree to mediate a grievance, a request to the FMCS shall occur within five (5) calendar days following the decision of the Company at Step 3 of the grievance procedure.

Section 14.2 - Jurisdiction of the Mediator: The jurisdiction and authority of the mediator and his or her opinion shall be non-binding upon the parties. They shall have no authority to add, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The mediator shall not hear more than one (1) grievance without mutual consent of the Company and the Union.

Section 14.3 - In the event the mediation is unsuccessful and/or the parties are unable to reach an agreement, the Union may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators approved by the FMCS. A Company representative and a Union representative shall each have the right to strike three (3) names from such list. The representatives shall alternate in the striking of names, and it shall be determined by lot who shall strike first. The person whose name remains on the list will be the arbitrator to hear the grievance.

The Company and the Union shall bear one-half of the expenses of providing the cost of the arbitrator. The Union and the Company will be responsible for the individual costs of each party. The decision of the FMCS arbitrator shall be final and binding on the parties.

The arbitrator shall render bench decisions unless either party requests full consideration of the case by the arbitrator including review of briefs and a written decision.

Section 14.4 - Burden of Persuasion in Discharge or Discipline Matters: In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievant engaged in misconduct or wrongdoing shall rest on the Company. The burden of persuasion on the issue whether the discipline imposed was excessive, unreasonable or an abuse of management shall rest on the Union.

ARTICLE 15 - MEAL AND REST PERIODS

Section 15.1 - 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. 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 twenty four (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 as this will be the exclusive remedy for resolution of any disputes regarding this Article.

Section 15.2 - Meal Periods: Every employee who is scheduled for and works a work period of more than six (6) hours per day shall be provided with a minimum of a thirty (30) minute meal period with the understanding that the current practice of providing a sixty (60) minute meal period is maintained beginning before or at the commencement of the fifth (5th) straight hour of the work period. If an employee works more than five (5) hours, but not more than six (6) hours per day, he/she may waive his/her meal period. If the employee is scheduled for and works a work period in excess of ten (10) hours, the employee shall be provided a second thirty (30) minute meal period. The second meal period, however, may be waived with the mutual consent of the employee and the Company as long as the employee does not work more than twelve (12) hours during the day. The meal period(s) shall be unpaid unless it is a "on duty" meal period. The Union hereby agrees on behalf of the employees in the bargaining unit that a "on duty" meal period shall be permitted only when the requirements of the Company's operations do not allow the employee to be relieved of all duty during the meal period; provided that the Union or an employee may revoke such agreement, in writing, at any time. If the Company does not provide an employee with the meal period specified herein, 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 meal period must be made in writing to the appropriate supervisor within twenty-four (24) hours of the end of the shift in which the meal period was denied. Any dispute related to meal periods for employees covered by this Agreement shall only be subject to resolution through the grievance and arbitration provisions of this Agreement as this will be the exclusive remedy for resolution of any disputes.

ARTICLE 16 - LEAVE OF ABSENCE

Section 16.1 - Family Leave: The parties agree to abide by all Government mandated leaves including the Family Medical Leave Act. The Employer will maintain paying its portion of the group health insurance premium for an employee on FMLA leave as if the employee had continued to work with the understanding that the employee must continue to pay their portion of the group health insurance premium.

Section 16.2 – Personal Leave: Employees who have completed at least six (6) months of continuous service with the Company may request personal leave for the purpose of taking time off from work duties to fulfill personal obligations. Personal Leave may not be used to seek or accept employment elsewhere. The employee will state the reasons for such leave in their request and such leave will be without pay and without loss of seniority rights. Employees should submit a request for Personal Leave in writing to their supervisor as far in advance as possible. The granting of any such additional leave will be discretionary by the Company and shall be on a case-by-case basis for up to thirty (30) days. During the personal leave, if the employee participates in a healthcare program, the employee will be responsible for the entire healthcare premium amount. The Company will resume payment of its portion of the benefits cost when the employee returns to active employment.

Section 16.3 – Medical Leave (Non-FMLA): To the extent that Family Medical Leave has been exhausted and additional leave is necessary, it shall not be determined in accordance with FMLA or have the same benefits. During the medical leave, if the employee participates in a healthcare program, the employee will be responsible for the entire healthcare premium amount. The Company will resume payment of its portion of the benefits cost when the employee returns to active employment.

All non-FMLA medical leaves must be requested in advance. Once a request for non-FMLA medical leave is submitted, management will engage with the employee to evaluate the conditions pertaining to the leave request as required by law, including but not limited to reasonable accommodation obligations. Requests for leave may be granted by management in increments of thirty (30) days or less. Additional requests for leave must be made prior to the expiration of the leave term and may be extended by management in thirty (30) day

increments. The granting of any such additional leave will be subject to the discretion of the Company and determined on a case by case basis.

Section 16.4 - Stewards Leave: The Company may grant a leave of absence to Union members for the purpose of Union business. Such leave will be based on available man power to cover such leave. All leave requests shall be made in writing to the Company at least seventy-two (72) hours prior to the commencement of the leave date(s). Such leave will be without pay, and will not result in loss of seniority. Members must be designated Union stewards or officials in order to request such leave; however, members participating in an election as an officer or member of the Executive Board of the Union or appointment to act on Union business may be considered for a leave of absence upon request.

Any employee elected or appointed to a full-time position in the Union shall, upon providing proper notice to the Company, be given a leave of absence for the duration of his/her term of office. An employee on leave for union business shall not be entitled to any pay or benefits for the duration of their leave. Such leave may be extended by the Company upon receipt of official written request from the Union. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority and at the appropriate rate of pay. A leave of absence granted pursuant to this Section 16.4 shall not result in termination of seniority pursuant to Article 9.2(c).

16.5 – Failure to Return Following Leave: If the employee fails to return at the end of the granted leave period, he or she will be deemed to have abandoned his or her employment with the Company.

ARTICLE 17 - DISCIPLINE

The Company shall have sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, change or amend such rules, regulations and policies, to the extent they do not conflict with any provisions of this Agreement. The Company will notify the Union of any work rules, regulations, and policies prior to their implementation. The Company shall further have the absolute right to carry out all directions of its Customers notwithstanding any provision of this Agreement to the contrary. Client is defined as an agency to which the Company has signed a transportation contract with.

A copy of the Company's Employee Handbook and Drug and Alcohol/Substance Abuse Policy shall be given to each employee as part of the hiring process. The Company shall also provide employees with any subsequent revisions to the Employee Handbook.

These policies shall constitute appropriate and progressive discipline, Attendance violations and Drug and Alcohol policies contained therein.

The First Transit Employee Handbook applies to employees only to the extent that the Handbook's provisions are not in conflict with a specific term or condition stated in the Collective Bargaining Agreement (CBA). To the extent that the First Transit Employee Handbook is in conflict with a term or condition of the employee's CBA, the provision in the CBA shall take precedence.

Section 17.1 - Just Cause: No employee shall be discharged or disciplined without just cause.

Section 17.2 - Notices: The Company shall determine its discipline within fourteen (14) calendar days from management knowledge of an infraction. Copies of all warning notices and other notices of disciplinary action given to employees shall be mailed to the Union within fourteen (14) calendar days of the determination of the infraction by email or regular mail. Safety related disciplinary actions will remain active for eighteen (18) months. All warning notices and other notices of disciplinary action shall be voided (1) one year from the date of infraction. Serious safety violations and serious preventable accidents will remain active for 36 months. Some examples of serious safety violations and serious preventable accidents are: failure to properly secure a wheelchair or other mobility device; cell phone use while operating a Company vehicle; rollaway due to failure to properly secure a vehicle; striking a pedestrian; failure to perform proper lock out/tag out procedures or ignoring or removing a lock, tag, or signage without specific authorization; or entering a railroad crossing when the lights are flashing or the crossing arm is down or descending. No disciplinary or discharge document shall be placed in an employee's personnel file without his/her being given written notice.

Section 17.3 - Progressive Discipline: In order to maintain discipline, in the interest of safety and economy of operation and in the protection of persons and property, the Union recognizes the rights of the Company to discipline, suspend, or discharge employees for just cause. The Company agrees to observe a policy of progressive/corrective discipline. Before discharge for an accumulation of infractions, the employee must receive at least one written warning notice and shall be entitled to a hearing with his supervisor(s) and Union representative. It is understood that the Company will consider the severity of the infraction when determining the appropriate discipline for an infraction, such as those listed in the First Transit Employee Handbook.

Discipline may include one or more of the following steps:

- a. Verbal Warning
- b. Written Warning
- c. Suspension from duty
- d. Disciplinary Probation Period*
- e. Discharge from service

* The Disciplinary Probation Period is defined as a last and final warning in lieu of termination, under which the employee will be subject to immediate termination for any further misconduct during the term of the probation period. The Company shall determine the length of the probation period, not to exceed to the time limits set forth in Section 17.2 of this Article, and the terms thereof. The Company's utilization of the disciplinary probation period step is discretionary and shall be determined on a case-by-case basis. The Company's decision to issue or not issue a disciplinary probation period shall not be used to establish a precedent for other cases.

While the Company regards most cases of improper conduct as correctable, it is understood that there are offenses of such serious nature as to provide cause for summary discharge without prior warning or hearing. Grounds for summary discharge without warning or hearing shall include, but not be limited to: drinking or being under the influence of alcohol or illegal drugs on the job; carrying intoxicating beverages or illegal drugs on Company premises; refusal to take a drug test for reasonable cause, post-accident; dishonesty; theft; recklessness resulting in an accident while on duty; insubordination. This Section does not preclude discharge for just cause for other serious infractions not listed

ARTICLE 18 - BULLETIN BOARD

The Company will furnish an adequate Bulletin Board. The bulletin board shall be hung in a convenient location that can be seen by all members, preferably in the break room or a common area in each location. The Union shall have the right to post official Union notices on the bulletin board.

The Bulletin Board is to be used only for official Union notices and the results thereof, and other official Union functions. The Bulletin Board will be used only by Union Officials.

It is agreed that the Union shall not use the Union Bulletin Board for the posting of any notices or materials, which are offensive, or derogatory to the Company.

ARTICLE 19 - GENERAL CONDITIONS

Section 19.1 - Physicals and Drug Screens: In the event the Company requires an employee to take a physical examination or drug screen during the employees working hours, the Company will pay the cost of the procedure and will pay the wages of the employee for the time spent. No employee shall suffer a loss of earnings from the Company as a result of time spent in such physical examinations or drug screen.

Section 19.2 - Employee's Personnel Records/Files: If an employee requests information regarding their personnel records, the employee shall have the right to review in the presence of a supervisor and steward all records on the requesting person, including the employee's file, employment file, medical file, disciplinary or any other records on that person. Such a request shall be made in writing at least three (3) days in advance.

The right to review shall not entitle the employee to have any record changed, modified or removed from the file unless such action is otherwise specifically granted elsewhere in this Agreement. Copies of records that had previously been signed by an employee may be copied at the written request of the employee at a rate of thirty-five cents (35¢) per copy. Copies of records not previously signed by the employee may not be copied by the employee.

Section 19.3 - Mutual Re-opener: During the entire term of the agreement, the Union or the Company agree that upon thirty (30) days written notice, either party may reopen this Agreement for bargaining if both parties consent to the re-opener.

Section 19.4 - Hiring: When the Company needs additional employees it shall notify the Union and give the Union the opportunity to supply suitable referrals.

Section 19.5 - Uniforms:

- A. The Company agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniforms shall be furnished by the Company, free of charge as stated in this article.
- B. Furthermore, the Company agrees that when uniforms are required, the uniforms shall consist of five (5) shirts, a combination of five (5) pants or shorts, and one (1) jacket or sweater. Uniforms will be replaced as necessary due to normal wear and tear as determined by the Company.
- C. Employees will be permitted to wear Teamsters Union lapel pen emblems.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever. The Company shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union no later than the effective date.

ARTICLE 21 - JOINT LABOR MANAGEMENT COMMITTEE

A Joint Labor Management Committee will be formed and meet every other month at a mutually agreed date and time for the purposes of promoting good communications between the parties of this Agreement. Meetings may be suspended by mutual agreement of the parties when there is no business to conduct, or for any other mutually agreeable reason.

ARTICLE 22 – VETERANS

The Company will comply with the requirements of law (USERRA, as amended and the Reserve Forces Act of 1995, and amendments thereto) in the treatment of returning, veterans of the Armed Services.

ARTICLE 23 - HEALTH AND WELFARE BENEFITS

Section 23.1 - Designation of Trust: The Employer agrees to make contributions to The Western Alliance Trust Fund for the purpose of providing Medical and Prescription Drug, Dental, Vision and Life benefits for all qualified employees and their dependents.

Section 23.2 - Acceptance of Trust: The parties agree to accept, assume and be bound by, the terms of the Declaration of Trust Providing for the Western Alliance Trust ("Trust Agreement"), as it currently exists, or as it may thereafter be amended or restated, required to accomplish the provisions of this Collective Bargaining Agreement and by this acceptance agree to become a party to the Trust Agreement. The parties agree that the Trustees named in the Trust, their successors and/or alternate Trustees ("Trustees"), if any, selected in accordance with the provisions of the Trust Agreement, are and shall be the Trustees and the parties hereby consent to be bound by the acts of said Trustees in accordance with the provisions of the Trust Agreement.

Section 23.3 - Contributions: All contributions shall be due and payable on the twentieth (20th) day of the month preceding the month of coverage and shall be deemed delinquent if not received before the 10th day of the month for which coverage is provided.

Section 23.4 - Qualified Employee Defined:

- A. Employees shall become eligible to participate in the plan as defined in this Article on the first (1st) day of the month following thirty (30) days of employment with the Company.
- B. For purposes of this section a "Qualified Employee" is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week
- C. The Employer will contribute to the Trust in accordance with Section 2 above for each Qualified Employee following thirty (30) days of employment with the Company. The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.
- D. A Qualified Employees shall also include employees retained from previous employment from the previous contractor.

Section 23.5 - Dependent Coverage: Qualified Employees may elect Dependent coverage and pay the required contribution through payroll deduction. Dependent coverage must be elected no later than 30 days after the date of Employment or in accordance with the rules of the Western Alliance Trust.

Section 23.6 - Required Contribution for Group Health Plan: Effective January 1, 2015 the Health and Welfare benefits required by this Article shall be funded as follows; Effective with the first (1) day of the first (1) calendar month after sixty (60) days of employment the Employer shall contribute eighty-five percent (85%) of the employee and dependent monthly medical premium, and the employee's monthly contribution rate shall be fifteen percent (15%).

The Employee Cost Share for Health and Welfare benefits shall be made through payroll deduction, on a pre-tax basis and will commence with first day of the calendar month for which the Employer contribution is required. The Employer agrees to remit 100% of the required contribution to the Western Alliance Trust in accordance with Section 2, above. The

Company may contribute at a higher rate for employees electing coverage in order to comply with the terms of the ACA.

Section 23.6 – Wavier of Coverage: Eligible employees may waive Group Health & Welfare coverage in accordance with the rules of the Western Alliance Trust which permit a waiver of Group Health & Welfare coverage so long as the following three (3) conditions are satisfied:

1. The employee would be required to make a premium contribution if he/she participated in the Trust;
2. the employee must submit a completed trust waiver form, and
3. the employee must submit proof to the Trust of other group health coverage

Should any insurance plan(s) required under this CBA subject the Employer to an excise tax or penalty under Federal or State law, the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternate plan(s) that will not be subject to the excise tax or penalty.

ARTICLE 24 - LIFE INSURANCE

The Company will continue to provide employees with the term life insurance benefits included in the Western Alliance Trust Fund plan referenced in Article 23 of this agreement.

ARTICLE 25 – WAGES

Section 25.1 - Classification and rates: No employee will be employed for any lower wage than this Agreement calls for. Employees in the bargaining unit currently receiving wage rates outside of their respective years of service with the Company and/or seniority date will be red-circled at their current rate. Such employees will receive a three percent (3%) wage increase each contract year until the wage rate in the scale for their respective years of service exceeds their current rate by at least three (3) percent, at which time the employee will be placed into the scale and shall receive the negotiated rate increase within the scale for their respective years of service for the term of this agreement.

Dispatcher and Road Supervisor Wages:

Dispatchers and Road Supervisors shall be paid in accordance with the rates outlined in the wage scale below. Employees will receive the wage rate that corresponds with their accrued annual seniority as a dispatcher or road supervisor. For example, an employee who has 2 plus

years of service, but less than 3 years of service, shall be paid at the 2 year rate. All wage increases will be effective on the date noted on each column of the scale below:

Length of Service	Current	*January 1, 2020	**Date of Ratification	January 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024
5+ Years	\$ 22.38	\$23.28	\$23.95	\$25.00	\$26.25	\$27.25	\$29.00
4 Years	\$ 19.13	\$19.90	\$20.30	\$20.75	\$21.75	\$22.75	\$24.44
3 Years	\$ 17.56	\$18.26	\$18.26	\$19.25	\$20.15	\$20.72	\$21.17
2 Years	\$ 15.88	\$16.52	\$17.05	\$18.35	\$19.64	\$20.47	\$20.92
1 Year	\$ 14.71	\$15.30	\$16.90	\$18.20	\$19.50	\$19.89	\$20.43

*Employees who are actively employed with the Company as of the date of ratification of this agreement will receive the wage increases noted in the January 1, 2020 column consistent with their respective years of service in the form of a one-time retroactive wage payment. This retroactive wage payment will apply to all hours worked from January 1, 2020 through the date of ratification of this agreement.

** Effective on the day following ratification of this agreement, employees will move to the applicable wage rate for their respective years of service in the Date of Ratification column and will receive the additional increase noted.

New Hire Rate:

The Company maintains the right to raise the new hire wage rate(s) subject to its discretion. The Company will provide notice of any such changes to the Union, and amendments or modifications to the wage scale will be reduced to writing.

ARTICLE 26 - PAID HOLIDAYS

Section 1 – Designated Holidays: The Company provides employees with paid time off for recognized holidays each year. All full-time employees are eligible to receive pay for the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving

Christmas Eve Day
Christmas Day

There will be two additional floating holidays which may be designated by the General Manager at the beginning of each calendar year in accordance with the local municipal schedules and operational obligations. Any floating holidays not scheduled by the General Manager may be taken at the discretion of the employee by submitting a written request to Company management.

All employees will receive their annual allotment of two (2) floating holidays on their anniversary date each year; however, employees who were hired by First Transit from the previous contractor effective June 14, 2015, will receive their floating holiday allotment on June 14th of each year. Floating holidays must be used in the employee's anniversary year (or before June 13th if the June 14th renewal date referenced above applies to that employee).

After receiving their annual allotment, employees must use their floating holidays in the following year. If an employee is unable to use their floating holiday during the course of such year because their request to use the holiday was denied by the Company after being timely submitted by the employee, then the remaining floating holiday(s) will be cashed out following the end of the respective year.

Section 2 - Holiday Pay:

- Holidays will be paid on the basis of a normal work schedule.
- In order to be paid for a holiday, you must work, have a paid absence or be officially excused by your supervisor or manager on the day before and after the holiday.
- If an employee is scheduled to work on the day of the holiday, the employee must work on the day of the holiday in order to receive holiday pay.
- A non-exempt employee who works on a recognized holiday shall receive:
 - Holiday Pay
 - Straight time pay if hours worked are less than 40 in that work week
 - Time and a half for hours worked over 40 in that work week

- Holiday hours are not credited as worked hours for purpose of overtime calculation.
- If a holiday falls on a Saturday or Sunday, the Company shall determine whether the holiday will be observed on the preceding Friday or the following Monday, based on operational demands.
- When the holiday falls within an eligible employee's vacation, the employee may elect to extend the vacation period by one day or may retain that vacation day for later use.

Section 3 – Assigning Holiday Work: The Company shall determine the number of employees who shall work on a holiday in each classification. The Company will post the available holiday shifts it designates. Employees at each location may bid for available holiday work in seniority order with the most senior employee having preference.

In the event an insufficient number of employees bid for holiday work at their respective locations, the Company may select employees from the bottom of the seniority list in the respective classification. Bids are to be posted a minimum of fourteen (14) calendar days prior to the holiday and bidding shall be completed a minimum of seven (7) calendar days prior to the holiday.

ARTICLE 27 - SICK PAY

All employees, full and part time, who have completed the 90-day probationary period, shall receive the following sick leave allotment of 48 hours per calendar year.

After completion of the probationary period, employees will have their applicable sick leave allotment available for their use, and their applicable number of sick leave renew on the employee's anniversary date with the Company the following year. If an employee has not used his or her sick leave before the next anniversary date, the employee will receive a cash out on his or her next check for the remaining amount of sick leave for that anniversary year. The employee will receive his or her applicable allotment of sick leave for the next year for their use at that time. Employees may not cash out sick leave upon resignation or termination from the Company.

NOTE** All employees hired by First Transit, Inc. from the previous employer effective June 14, 2015 will have a Company anniversary date of June 14, 2015 for the purpose of this Article. These employees will receive their full allotment of sick days on June 14, 2015 for use

before June 13, 2015. Any sick days remaining on June 13, 2016 will be paid out to employees and they will receive the new allotment of sick days on June 14, 2016.

Employees may take sick leave increments of no less than two (2) hours.

Sick leave payments for a full work day will be paid on the basis of a normal work schedule. Sick leave is not credited as hours worked for the purpose of overtime calculation.

Employees shall notify their supervisor or dispatch at least one (1) hour prior to the start of their shift indicating they are using their available sick leave; however, if the need for sick leave is not foreseeable, then notice of the need for leave must be provided as soon as practicable.

Full-time employees afforded floating holidays under Article 26 may also apply the floating holidays to time off that would qualify for sick leave, but are subject to the requirements of Article 27.

The parties acknowledge that if the California Healthy Workplace Healthy Family Act (AB 1522) is repealed or modified, or if new laws applicable to sick leave become effective, the parties will meet and discuss modifications to this Article in order to comply with the law.

ARTICLE 28 – VACATION

Section 1: Vacation Pay: Each full-time employee within the department shall accrue vacation as described in this section. All vacations must be approved in advance by the Company. Vacation requests must be submitted no later than the first (1st) day of the month prior to the month in which vacation is being requested. The Company shall schedule vacations by department. The Company shall give first (1st) preference in order of seniority subject to Section 2 – Vacation Bid.

- Vacation Accrual - Employees shall receive their entire allotment of accrued vacation hours on their seniority date. If an employee's Company hire date is different than their seniority date as defined in this Agreement, the Company will honor an employee's years of service with First Transit for the purpose of their vacation allotment, and such allotment will be given on their Company hire date.

Calendar Years of Employment	Days accrued per month
0-4	5/6 (0.8333) days
5-9	1 1/4 (1.25) days
10+	1 2/3 (1.6666) days

- No vacation time will be made available during the first year of employment but vacation time will be accrued as described above.
- All vacations must be approved in advance by the supervisor and should not be planned during times critical to the operations, except in extraordinary circumstances. Employees should not make any reservations or purchase transportation tickets (i.e. plane, train or bus) prior to obtaining approval for time off.
- Vacation days will be paid on the basis of a normal work schedule and are not credited as hours worked for purposes of overtime calculation. An employee's normal work schedule for the purpose of this section is defined as eight (8) hours of pay for employees who work a five (5) day workweek schedule and ten (10) hours of pay for employees who work a four (4) day workweek schedule. An employee cannot be paid more than their normal workweek schedule (i.e. vacation cannot exceed 40 hours in a week).
- An employee is ineligible for payment of sick leave while on vacation.
- An employee will be paid for any unused portion of earned vacation at the time of termination.
- In cases where employees request and are not eligible for paid vacation time, employees may take unpaid vacation days with the approval of the supervisor.
- Employees may take vacation days in increments of half or whole days.
- Vacation time cannot be accumulated in an amount greater than twice annualized earnings.
- The Company shall allow all employees to cash out up to forty (40) hours of accrued vacation each calendar year. For the purposes of this section, calendar year shall be from January 1st through December 31st of each year.

- In order to receive the monthly accrual for vacation time, employees must have worked at least 50% of their regularly assigned work days for the month.
- Part time employees, as defined in this agreement, are not entitled to vacations benefits as described herein.

Section 2 - Vacation Bid: The Company shall post the available vacation schedule prior to the bid. The schedule will designate how many employees from each department may take vacation during a certain time. The Company will not unreasonably restrict vacation from being taken on designated weeks or days. Employees will bid on vacation in accordance with the Company's vacation schedule in the manner described in this Article.

A Shop Steward will conduct vacation bids under management supervision, and as stipulated in this Article. At the Shop Steward's request, the Company shall furnish a list of available vacation and seniority dates one (1) week prior to the bid for review.

The Vacation Bid shall be held in December of each year for the next calendar year.

Project seniority will be used in the selection of vacation periods. Employees will be required to select their vacation during the time allotted for their general bid. Employees will be allowed to bid in person or by proxy the total amount of vacation earned by weekly increments.

An employee must give five (5) working days' notice to cancel a bid vacation of one (1) week or more. If notice is not given, the employee will not be allowed to work during the bid vacation.

A vacation calendar prepared by the Company will be utilized in the bidding of vacation and will remain posted at all times. Employees bidding must bid in week increments during the time of the bid, and may bid up to their full allotment; however, if vacation is not bid, an employee may not bump another employee from a previously selected and approved vacation.

Vacation periods of one week or more that become open during the vacation year will be posted and awarded by seniority in accordance with the provisions herein. The posted openings will be awarded after seven (7) calendar days from posting.

If there are open vacation weeks that were not bid upon during the initial vacation bid and remain open, an interested employee can submit a request for the open week in their department no less than one week before date requested. If multiple requests are made, then the Company will consider requests on a first come first serve basis.

ARTICLE 29 – PENSION

Section 29.1 - Pension Contributions: Effective January 1, 2020 the Employer agrees to participate in the Western Conference of Teamsters Pension Trust Fund for the benefit of employees within the bargaining unit as follows:

Effective January 1, 2020, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of each bargaining unit employee covered by the Agreement, one dollar and twenty-five cents (\$1.25) for each hour of compensation earned.

Effective July 1, 2023, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of each bargaining unit employee covered by the Agreement, one dollar and thirty cents (\$1.30) for each hour of compensation earned.

Effective July 1, 2024, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of each bargaining unit employee covered by the Agreement, one dollar and thirty cents (\$1.40) for each hour of compensation earned.

The employer agrees to make pension contributions on all individuals performing bargaining unit work from the first compensable hour of work, including temporary and probationary employees. Compensation earned but not worked, such as holidays and vacation time, shall be considered as compensation earned for the purpose of this Article.

Section 29.2 - Remittance of Funds: The total amount due for each calendar month shall be remitted in one (1) lump sum no later than ten (10) days after the last business day of each month.

The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate determination of the hours for which contributions are due, the prompt and orderly collections of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

Section 29.3 - Acceptance of Trust: The Employer and the Union agree to execute the necessary Trust documents required by the Trustees of the Western Conference of Teamsters Pension Trust as a condition of participation in such Trust.

The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore or not to reduce benefits to retiring employees, this Agreement may not

be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

Section 29.4 – Income Deferment to Pension: Before January 1st of each year of the agreement, the Union may, by a majority vote of its membership, decide to defer a maximum of ten cents (10¢) from the hourly wage of all employees into the Teamster Pension. The Union shall take this vote no later than October 1st of the year in which a deferment is desired. Contribution rates above, shall be automatically adjusted to reflect any deferment increases. And the wage table shall also be automatically adjusted to reflect a reduction for deferred wages. It is understood by the parties that any deferment of wages shall not result in an increase in overall costs to the employer.

ARTICLE 30 - TUITION REIMBURSEMENT

The Company will make available benefits under the Company's Tuition Reimbursement Plan to all window dispatchers.

For the duration of this agreement the Employer and the Union agree that the above tuition reimbursement Article is inoperative.

ARTICLE 31 - BEREAVEMENT

The Company provides three paid bereavement days in the event of the death of a member of an employee's immediate family. If it is necessary to travel five hundred miles or more one way, an additional two bereavement days are paid (normal days off are excluded). Immediate family includes: spouse, domestic partner, parent/legal guardian, siblings, child, stepmother, stepfather, stepchild, current mother-in-law, father-in-law, grandparent or grandchild. The company may request documentation.

ARTICLE 32 - JURY DUTY

The Company protects its employees' right to serve as a juror, and will not prohibit, threaten or coerce any employee who is summoned for duty, in compliance with federal and state regulations.

Employees must provide the supervisor with a copy of the jury summons and any other court-issued documentation on jury duty and pay. Compensation will be paid at the regular base rate for up to ten days' jury duty service per calendar year. The employee shall endorse and deliver the jury duty check to the Company together with the attendance slip verifying actual

dates of service. The employee will be allowed to retain mileage and lunch allowances paid by the court.

An employee also has the right to take time off to appear in court to comply with a subpoena or other court order as witness in any judicial proceeding.

When the employee is required by the Company or subpoena to appear in any court for the purpose of testifying because of any accident or conduct he/she may have been involved in or witnessed during working hours, such employee shall be reimbursed in full by the Company for all earning opportunity lost because of such appearance.

Additionally, any employee who is the victim of domestic violence is also protected from discrimination, and is allowed to take time off from work to obtain or attempt to obtain any relief, such as temporary restraining order or other injunctive relief, to help ensure the health, safety or welfare of the victim or his or her child.

ARTICLE 33 - HOURS OF WORK

Section 1 - Workweek: The work week shall begin at 12:01 AM on Sunday and shall end on the following Saturday at Midnight.

Section 2 - Work Schedule: The work schedule will be determined by the Company based on the business needs; however, the Company agrees to conduct a bid for full time work schedules at every service change. The initial bid will allow the most senior full-time dispatcher or road supervisor to bid first in his or her respective position and then the second most senior dispatcher or road supervisor to bid second and so on.

The Company and the Union will meet prior to the Global Bid for the purpose of discussing the work schedule.

Section 3 - Overtime:

A. Assignment of Overtime (With Advanced Notice): Whenever possible; the Company will give employee(s) notice of overtime opportunities known in advance. The Company will offer overtime by department in order of seniority. If an insufficient number of employees accept the overtime assignment when offered, the least senior employee(s) shall be required to work such the scheduled overtime. If the overtime assignment would result in a conflict with the employee's schedule, or require a modification of a later schedule, then the next person will be assigned the overtime in reverse seniority order.

B. Assignment of Overtime (Same day Notification): If an overtime opportunity arises within 24 hours or less of the commencement of the assignment, then the Company can use its discretion to offer the work within the department. If multiple employees are available, the Company will offer the work in seniority order. If an employee from the department is not available, and a road supervisor or dispatcher from the other department is available and able to perform the work based on their schedule and training, then the Company may utilize the road supervisor or dispatcher for the overtime assignment.

C. Calculation of Overtime: All hours worked over eight (8) hours per day for an eight hour shift, and ten (10) hours for a ten hour shift, or forty (40) hours per week shall be paid at the overtime rate of one and a half times (1½) the employees current hourly rate of pay.

All hours worked over twelve (12) hours per day shall be paid at the overtime rate of two times (2) the employees current hourly rate of pay.

There shall be no pyramiding of overtime.

Section 4 - Job/Shift Assignments: When a shift vacancy, occurs within the classifications described in Article 1, Section 3 in this Agreement, notice of such vacancy shall be posted in a place mutually agreed to by the Union and the Company for one week (7 calendar days). An employee who desires to be considered must signify their interest by signing the posting before it is removed. The effective date of the shift change will occur no later than thirty (30) days from the date the shift was awarded. The Company will have the right to temporary fill the posted job or shift until final selection is made. In selecting which bargaining unit employee(s) will fill the vacancy, seniority will prevail. After all employees have been given priority in seniority order and a open position remains within the classification other applicants may be considered.

General Bids for Dispatchers and Road Supervisors must occur with each service change with seniority prevailing. The Bid must be held two (2) weeks in advance of the effective day for the service change. The effective date of the shift change will occur the first day of the new service.

After the Bid has been completed and the Employer changes the schedule significantly, thirty minutes (30) per day or two and a half (2½) hours per week, a Bid must occur with seniority prevailing.

ARTICLE 34 - LAYOFF AND RECALL

If the Company determines that a reduction in the workforce by department is appropriate, it will give all affected employees and the Union a minimum of ten (10) calendar days notice of permanent layoff provided that the Company is certain of an employees pending layoff within ten (10) calendar days of the projected layoff date. Alternately, the Company may pay the employee ten (10) days wages in lieu of ten (10) days notice at the discretion of management. This does not limit any greater notice required by any Federal or State Law. The Company shall layoff employees in reverse order of seniority; however, the affected employee(s) possessing a valid CDL with proper endorsements shall have the right to end tail his or her seniority in the driver's collective bargaining agreement. The dispatcher who end tails into the drivers agreement because of layoff shall keep his or her Company time for fringe benefits.

- A. Order of Recall: Employees will be recalled by seniority.
- B. Notice of Recall: The Company will forward notice of recall by certified mail to the last known address of the employee as reflected on Company records. The employee must, within five (5) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date.

ARTICLE 35 - TEAMSTERS NATIONAL 401 (k) SAVINGS PLAN

The Employer agrees to participate in the Teamsters National 401 (k) Savings Plan. The details of the plan are set forth by the Plan Trustees. The Company will not make any contributions, matching or otherwise, into the Plan.

ARTICLE 36 - TERM OF THE AGREEMENT

This Agreement shall take effect as of January 1, 2020 and shall continue in effect through December 31, 2024, inclusive. This Agreement shall automatically be renewed on the same terms and conditions existing at expiration for consecutive one (1) year periods thereafter unless, at least sixty (60) days' prior to the expiration of this Agreement or any extension thereof, either party gives written notice to the other of the desire to terminate or modify the Agreement. If neither party reopens this contract as herein provided, it shall automatically be extended from year to year thereafter with like provisions for reopening of the annual date of January 1st.

AGREED TO THIS 29 DAY OF OCTOBER, 2020.

**FOR THE UNION:
TEAMSTERS LOCAL 952**



Signature

Ruben A. López

Print Name

Business Representative

Print Title:

10/29/2020

Date

**FOR THE EMPLOYER:
FIRST TRANSIT, INC. / OCTA**



Signature

Fadi Chakbazof

Print Name

Senior Vice President

Print Title

10/29/2020

Date

AGREEMENT

between

FIRST TRANSIT, INC.
Maintenance

and

**GENERAL TRUCK DRIVERS, OFFICE, FOOD &
WAREHOUSE UNION, TEAMSTERS LOCAL 952**

Effective: April 1, 2020 – March 31, 2025

TABLE OF CONTENTS

<u>ARTICLE NO. AND TITLE</u>	<u>PAGE NO.</u>
PREAMBLE	4
ARTICLE 1 - RECOGNITION.....	4
ARTICLE 2 - MANAGEMENT RIGHTS.....	5
ARTICLE 3 - UNION MEMBERSHIP AND PAYROLL DEDUCTIONS	6
ARTICLE 4 - UNION REPRESENTATION.....	7
ARTICLE 5 - NON-DISCRIMINATION	7
ARTICLE 6 - SENIORITY	7
ARTICLE 7 - CHOICE OF WORK SCHEDULES	10
ARTICLE 8 - MEAL AND REST PERIODS	12
ARTICLE 9 - WORK PROVISIONS.....	13
ARTICLE 10 - SUBCONTRACTING WORK	13
ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE	13
ARTICLE 12 - NO STRIKE- NO LOCKOUT	16
ARTICLE 13 - RULES AND REGULATIONS	17
ARTICLE 14 - SAFETY WORK RULES	17
ARTICLE 15 - PHYSICAL EXAMINATIONS	18
ARTICLE 16 - BULLETIN BOARDS AND EMPLOYEE QUARTERS	18
ARTICLE 17 - EMPLOYEE IDENTIFICATIONS CARDS	19
ARTICLE 18 - TOOL REIMBURSEMENT FOR LOSS	19
ARTICLE 19 - LEAVE OF ABSENCE	20
ARTICLE 20 - MILITARY LEAVES.....	20
ARTICLE 21 - COURT APPEARANCE AND JURTY DUTY.....	21
ARTICLE 22 - BEREAVEMENT LEAVE.....	21

ARTICLE 23 - SICK LEAVE 21

ARTICLE 24 - HOLIDAYS..... 22

ARTICLE 25 - HOLIDAY WORK ASSIGNMENTS 23

ARTICLE 26 - VACATIONS 23

ARTICLE 27 - HEALTH AND INSURANCE BENEFITS 25

ARTICLE 28 - MISCELLANEOUS..... 27

ARTICLE 29 - WAGES 29

ARTICLE 30 - OVERTIME & LEAD PERSON..... 30

ARTICLE 31 - UNIFORMS..... 31

ARTICLE 32 - TEAMSTER'S PENSION TRUST FUND/TEAMSTERS 401K PLAN 31

ARTICLE 33 - TERM OF AGREEMENT 32

PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as "CONTRACT," is entered into by and between **FIRST TRANSIT, INC.**, hereinafter referred to as the "EMPLOYER", and the **TEAMSTERS UNION, LOCAL 952**, hereinafter referred to as the "UNION." The obligation that rests with First Transit to provide, and upon the employees of First Transit to render honest and efficient service, is recognized by both parties. A spirit of cooperation between the employees and First Transit is essential to efficient operation, and both parties should conduct themselves so as to promote this spirit. The responsibility for success rests equally with First Transit and the employees. In this spirit, First Transit and the Union are desirous of effectuating a Contract which will:

- A. Provide for rates of pay, rules and working conditions of employees represented by the Union;
- B. Provide for the fair and equitable treatment of said employees;
- C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Contract;
- D. Provide for such other arrangements as may be deemed advisable by the parties to this Contract in order to safeguard their respective interests, and establish and maintain harmonious relationships.

ARTICLE 1 – RECOGNITION

Section 1: In accordance with the Certification of Representation issued by the Department of Industrial Relations, Conciliation Service of the State of California dated August 28, 2014 pursuant to an election held on August 20, 2014 with the predecessor employer, First Transit recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment.

Section 2 - Definition of Employee: Whenever used this Agreement, the term "employee" shall mean all full-time and all regular part-time Technicians, Lead Technicians, Utility Workers, Lead Utility Workers, Detailers, Body Shop Technicians, Maintenance Clerk, and Parts Clerk employed by the Company at its location, 14736 Sand Canyon Avenue, Irvine, CA 92618, 1717 East Via Burton, Anaheim, CA 92806, and any other future new location, but excluding all other employees, Parts Supervisors, managers, salesman, guards and supervisors as defined in the National Labor Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: It is agreed, that except as specifically delegated or modified by this Agreement, the Employer has, retains, and shall possess and exercise all management rights, functions, powers, privileges, and authority inherent in the Company as owner and operator of the business.

Section 2: The Union recognizes the right and responsibility of the Employer to manage its facility and to direct its working forces. Any of the rights, powers, prerogatives, and authority that the Employer had prior to the signing of this Agreement is retained by the Employer unless specifically abridged, delegated, granted, or modified by this Agreement.

Section 3: Such rights and functions include, but are not limited to, (1) full and exclusive control of the management of the Company, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the rights to change or introduce new and improved operations, methods, processes, means, facilities, or technologies and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to hire, establish, and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay off employees; (5) the right to establish work and attendance rules, regulations, policies and procedures, including the right to adopt a DOT compliant drug and alcohol policy, to adopt and publish a National Employee Handbook, and the right to modify or change existing rules and regulations from time to time, and (6) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for just cause, and otherwise to maintain an orderly, effective, and efficient operation. The Union reserves the right to grieve/arbitrate any of the above listed rights that conflict with Collective Bargaining Agreement, subject to the grievance procedure.

Section 4 - Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with its OCTA client, hereto known as the "Client." The contract between the Company and its OCTA client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will meet with the Union any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations where those changes are made as a result of a mandate from the OCTA client.

If the Company is required to remove an employee from service at the request of the

Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the employee, the Company will then meet with the Union to discuss the status of the employee. Should the Client maintain its position concerning the status of the employee, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 5: The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right is waived.

ARTICLE 3 - UNION MEMBERSHIP- PAYROLL DEDUCTIONS

Section 1: It is agreed that the Company will deduct from each employee who has completed thirty (30) calendar days of employment the amount of dues and initiation fees due to the Local Union and shall forward same to the Union office no later than the 20th day of each month. The Union, in turn, shall submit to the Company written consent from each employee for the making of such deduction. For the purpose of this Article, the thirty (30) calendar days shall commence from the employee's hire date, which is defined as the first day the employee begins training.

Section 2: Upon receipt of written authorization signed by any employee in full compliance with all legal requirements, the Company shall deduct monthly membership dues from each employee's paycheck during the first (1st) pay period and will deduct initiation fees, arrears, and miscellaneous membership obligations during the second (2nd) pay period of each month during the effective dates of this agreement, but limited to the effective period of authorization, the amount representing dues obligations of such employee as certified in writing by the Union. The Company shall, during each month, mail to the Secretary Treasurer of the Union, all such sums withheld. In the event no wages are due to the employee, or are insufficient to cover the required deduction, the Company will so state on the Union forms provided.

Section 3: The Union agrees to hold the Company harmless and indemnify the Company against any and all claims, lawsuits, or damages concerning deductions of dues.

Section 4 - National D.R.I.V.E. Authorization and Deduction: In addition to the terms and conditions contained in the above-referenced Agreement between the Company and the Union, the Company and the Union hereby further agree that:

The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntarily contributions to DRIVE. DRIVE shall notify the Company 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 Company shall transmit to DRIVE National Headquarters on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is

made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 4 - UNION REPRESENTATION

Section 1 - Union Access: Duly authorized full-time representatives of the Union shall be permitted to enter the garage(s) during working hours in order to transact business in connection with the administration of this Agreement subject to the following conditions:

- A. That such representatives have been authorized by the Union in writing and on file with First Transit, executed by an executive officer of the Union.
- B. That the business of such representatives be transacted in a manner so that there is no interference with the work of any employee.
- C. That such representatives notify the Shift Supervisor immediately upon entering or leaving the facility.
- D. That an employee who wishes to consult with the Union representative or Union Shop Steward who is at the facility during normal working hours with regard to Union business may do so, provided permission is obtained from his/her Shift Supervisor beforehand and such time is held to a minimum.
- E. That such representatives comply with all safety rules and regulations of First Transit while on the premises.

Section 2 - Release of Union Officials: First Transit will, upon the request of the Shop Steward, permit any member of the Bargaining Unit to leave his or her work during working hours to meet with First Transit in connection with grievance, disputes, disputes or negotiations without loss of benefits at a time mutually agreed upon by the parties.

ARTICLE 5 - NON-DISCRIMINATION

First Transit and the Union agree that the provisions of this Agreement shall apply to all employees in the Bargaining Unit without discrimination because of race, religion, age, sex, sexual orientation, disability, national origin, medical condition, marital status or any other protected status under state or federal law.

ARTICLE 6 – SENIORITY

Section 1 – Definitions:

- A. Bargaining unit seniority shall mean continuous employment with First Transit and its predecessors on the OCTA project as a member of the bargaining unit as defined in

Article 1, Section 2, of this agreement.

- B. Company seniority shall mean continuous employment with First Transit.
- C. Classification seniority shall mean the length of continuous employment within a specific job classification under this Agreement.
- D. Category seniority refers to an employee's seniority within the specified category of the job classification, if applicable. For example, employees in Technician levels A, B, and C will maintain seniority within their respective category.
- E. An employee will only acquire seniority upon completion of their probationary period, as defined in this Article, at which time seniority will date from their most recent date of hire or rehire.
- F. Company seniority shall apply to vacation and sick leave accrual allotments and vacation bidding.
- G. An employee's seniority date will be his or her most recent date of hire. When employees have the same seniority date, the most senior will be determined in the following manner:
 - (1) If the employees have the same hire date, then the date the employee took his physical;
 - (2) If the employees took their physicals on the same date, then the employee who took the physical first; in cases where an employee must be reexamined, the first physical shall apply.
- H. Within thirty days of the signing of this agreement, and at least quarterly thereafter, a list of employees arranged in order of seniority shall be posted in a conspicuous place at the place of employment. A copy will be furnished to the Union upon request. The Union copy will show names, addresses, and phone numbers of each employee.

Section 2 - Layoff and Recall:

- A. When necessary to reduce forces, reduction will be made by job classifications and category based on inverse bargaining unit seniority within the job classification and category.
- B. An employee on layoff must notify First Transit within five (5) calendar days excluding Saturdays, Sundays and Holidays after such recall offer has been received by the employee and report for work within ten (10) calendar days excluding Saturdays, Sundays and Holidays after receipt of First Transit's notification.
- C. An employee laid off on account of reduction in force shall hold all seniority rights for forty-eight (48) months for the purpose of recall and a list of said employees shall be

furnished to the Union. Recall shall occur in inverse classification, and/or category seniority.

D. If an opening exists in another classification, for which the laid off or about to be laid off employee is qualified, he will be given first preference for that position.

Section 3 - Loss of Seniority: An employee shall lose all seniority and employment shall cease for any of the following reasons:

A. Quit or resignation;

B. Retirement;

C. Discharge for just cause;

D. Failure to notify First Transit within five (5) calendar days excluding Saturdays, Sundays and Holidays after receipt of official notice of recall from a layoff period that the employee intends to return to work, and failure to return to work within ten (10) calendar days after recall excluding Saturdays, Sundays and Holidays.

E. Failure to notify First Transit of an inability to report to work for five (5) consecutive work days unless an employee can show he was prevented from doing so for unforeseen reasons beyond his control.

F. Medical leave due to an injury or illness for a period exceeding twelve (12) months. Extension of medical leaves of absence beyond the limits set forth herein may be granted by First Transit upon mutual agreement with the Union. Such extensions exempt employees from loss of seniority as provided in this Article.

G. Employees who have left the Bargaining Unit to go to another position within First Transit may return to their former classification within ninety (90) days without loss of seniority, provided there is an open position within that classification, and provided the employee has a good work record in Maintenance and has not been terminated from the new position for misconduct or resigned in lieu of discharge. Placement on the seniority list for bidding or other seniority purposes within the Maintenance Department will commence with the General bid following his/her reinstatement.

Section 4 - Probationary Period for New Hires: All employees will serve an introductory period for the ninety (90) days of their employment. Any such Introductory employee may be discharged with or without just cause at the exclusive right of First Transit during their new hire or rehire Introductory period; such discharge shall not be subject to the grievance and arbitration provisions of this Agreement, nor shall the Union have the right to investigate the discipline and/or discharge of an Introductory employee. By the mutual agreement of the parties- introductory periods may be extended. Employees must successfully complete their new hire introductory period prior to applying for promotional openings.

Section 5 – Promotions: Bargaining unit employees may be promoted on the basis of their demonstrated job performance, skill, ability and attendance record. Employees so promoted will not accrue any classification seniority therein until the Probationary Period as shown has been completed: Technicians promoted within the same classifications, shall complete a ninety (90) day Probationary Period. Employees promoted to another position within the Bargaining Unit shall complete a ninety (90) day Probationary Period. Upon completing this Probationary Period, employees will earn seniority from the date of promotion to the new job classification.

First Transit will post all job openings in the Maintenance Unit for five (5) working days, exclusive of Saturdays, Sundays and Holidays.

ARTICLE 7 – CHOICE OF WORK SCHEDULES

Section 1 - General and Base Bids: First Transit shall conduct general bids in December—and June being effective in January and July each year by posting work schedules for each maintenance facility which list beginning and ending shift times, work days and days off per calendar week by job classification. Said lists shall be posted in all First Transit maintenance facilities for the period of 21 calendar days prior to the effective date of implantation and 10 calendar days prior to the date the bids are conducted.

The parties agree that at the time of the general bids, bargaining unit employees shall be allowed to bid as follows:

- A. At the time of the general bids, each classification and category (i.e. Technician A, B, C) will bid separately.
- B. All Technicians designated by First Transit as Technician A shall be allowed to bid in accordance with seniority for Technician A category positions. Technician As shall not be allowed to bid for any of the other job assignments.
- C. All Technicians designated by First Transit as Technician B shall be allowed to bid in accordance with seniority for Technician B category positions. Technician Bs shall not be allowed to bid for any of the other job assignments. All Electronic Technicians shall be allowed to bid in accordance with seniority for Electronic Technicians positions only.
- D. All Technicians designated by First Transit as Technician C shall be allowed to bid in accordance with seniority for Technician C category positions. Technician Cs shall not be allowed to bid for any of the other job assignments.
- E. All Utility/Detailers shall be allowed to bid in accordance with seniority for the Utility/Detailer classification positions only.
- F. All Parts Clerks shall be allowed to bid in accordance with seniority for the Parts Clerk classification positions only.

G. All Body Mechanics shall be allowed to bid in accordance with seniority for the Body Mechanic classification positions only.

H. Any new positions shall be subject to bid under the Mini-bids Section 6 of this Article.

Section 2 - Employee Selection: Employees shall have up to three (3) minutes to select their work schedules and maintenance facility from the general bid list by seniority within their job classification. First Transit shall determine the number of employees, work days and days off for each job classification on each shift at each maintenance facility.

Section 3 - Proxy Bids: If for some reason an employee is unable to be present at the time of bidding, due to a personal reason or some other serious reason, the employee shall submit a proxy bid in duplicate to the Union. Before the bid the Union will furnish First Transit copies of all proxy bids received. First Transit will furnish the Union with a box which can be locked in each base for the deposit of proxy bids. The Union will furnish locks to these and will accept all responsibility for proxy bids. First Transit shall not be held responsible for errors in the bidding of a proxy bid, or in the event the proxy is lost, stolen, or illegible. All proxy bids are final upon receipt and can only be overridden if a personal appearance is made at the general bid at the designated time of bidding.

If an employee is on an approved leave of absence at the time of the bid and will not return from said leave on the effective date of the new bid, then the employee shall bid by proxy or in person. If the employee does not submit a proxy bid, he/she will choose from available work upon his/her return. If the employee does submit a proxy bid, then his/her bid schedule will be managed in conformance with Section 5 and/or Section 6 of this Article based on the length of the employee's leave of absence.

Section 4 - Involuntary Assignments: Employees who are not present at a general bid or who have not submitted a proxy bid pursuant to Section 3 of this Article will be assigned to a work schedule and maintenance facility as selected jointly by Union and First Transit representatives. Such joint selection shall be made at the time the employee would have bid based on seniority.

Section 5 - Temporary Job Assignments:

A. When temporary work schedules are open and are to be filled, such schedules will be filled based on seniority and qualification. If qualifications are relatively equal, seniority will prevail. In the event no employee at a base accepts the open work schedule employees shall be assigned by inverse seniority. If the temporary assignment is known to be five (5) days or more it will be posted for forty-eight (48) hours to be effective twenty-four (24) hours later. In the interim First Transit may fill the assignment in accordance with this Section without posting.

First Transit will post the estimated length of the temporary assignment. Assignments of five (5) days or less will not be posted. If the Assignment must be extended beyond the estimated time, First Transit will notify the employee of the additional time. If the employee

then requests to be relieved at the end of the estimated length of the original assignment, First Transit will do so if practicable.

B. All employees so temporarily assigned will not have their current pay rate reduced by reason of temporary assignment.

C. All employees so temporarily assigned shall receive the higher rate of pay of classification to which he/she has been assigned, if any.

Section 6 - Mini-Bids (All Employees): Work positions which become open and are available within a classification between general bids due to such as, but not limited to, promotions, termination, transfers, long-term leave of absence, additional positions, etc., if to be filled will be filled by a mini bid by job classification seniority, within the base in which the open assignments exist. Mini-bids will be conducted after such position has been determined to be available and implemented at a time when sufficient personnel are available at a base. First Transit need only implement such portions of the mini-bid as will not result in shortage on any shift. Copies of all general and mini-bids will be furnished to the Union. The position may, however, be assigned on a temporary basis as described in Section 5 above until the mini bid process is complete. Should an employee experience a leave of absence greater than 30 days, a mini bid may be conducted for that shift. When the employee returns to work from his/her leave of absence during the bid, all employees shall return to their original slot for that bid.

ARTICLE 8 - MEAL AND REST PERIODS

Section 1 - 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 shall be paid time. 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 or 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.

Section 2 - Meal Periods: Every employee who is scheduled for and works a work period of more than six (6) hours shall be provided with a thirty (30) minute meal period beginning before or at the commencement of the fifth (5th) straight hour of the work period. If the employee is scheduled for and works a work period in excess of twelve (12) hours, the employee shall be entitled to a second thirty (30) minute meal period. The meal period(s) shall be unpaid. If the Company does not provide an employee with the meal period specified herein, 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 meal period must be made in writing to the appropriate supervisor within twenty-four (24) hours of the end of the shift in which the meal period was denied.

Section 3: Employees are required to document their compliance with taking their rest

and meal period(s) daily using a Company provided form and verified by employee's signature at the end of their shift. Any dispute concerning the taking of rest periods and/or meal periods, or lack thereof, is subject to the grievance and arbitration procedure.

ARTICLE 9 - WORK PROVISIONS

First Transit may utilize employees not covered by this Agreement to perform work regularly assigned to employees covered by this Agreement to perform such work in cases of emergency, or for the purposes of training, inspection, instruction, business needs, or in cases where safety is involved. This section will not be utilized by First Transit in such a fashion as to cause the layoff of an employee.

ARTICLE 10 - SUBCONTRACTING WORK

Bargaining unit work shall normally and regularly be performed by bargaining unit employees. However, it is understood and agreed that First Transit may subcontract work under the scope of this Contract provided such action is performed in good faith, it represents a reasonable business decision and it does not have the effect of causing the layoff of any bargaining unit employee.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Processing of Grievances: Employee complaints or grievances shall be processed in accordance with the procedure hereinafter provided. The parties involved shall make a sincere and determined effort to settle complaints and grievances in the initial steps of the Grievance Procedure and to keep the procedure free of unmerited grievances.

Section 2 - Grievance Content: Grievances shall be limited to matters concerning the provisions of this Agreement. A "grievance" as that term is used in this Agreement means a claim by an employee or employees in the Bargaining Unit that the terms of this Agreement have been violated, or that there is a question concerning the proper application or interpretation of this Agreement. Neither First Transit nor the Union nor an employee shall use or attempt to use the Grievance Procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Agreement or any part thereof.

The original written grievance form submitted in the Grievance Procedure shall contain the nature of the grievance, act or acts grieved, date of occurrence, identity of employee or employees who claim to be aggrieved, provision of this Agreement First Transit has allegedly violated, and the remedy sought.

Section 3 - Applicability of Article: Any dispute, claim, grievance, controversy or claim of breach or violation of this Agreement must be filed or appealed promptly in writing by

the Union or the employee aggrieved, and in each case in accord with the time limits set forth in this Article. Grievances pertaining only to discharge issues shall be initially filed at Step 2 as set forth in Section 4B of this Article. If no settlement is reached or if not filed or appealed within any of the time limits specified herein, or if the Union fails to follow the steps of the grievance procedure set forth in this Article, the grievance shall be considered abandoned for all purposes. Time limits herein provided for may be extended by agreement between the parties in writing.

Section 4 - Filing of Grievances: Should a grievance arise regarding discipline, it shall be adjusted in the following manner:

A. Step 1. When an employee has a grievance, the employee shall reduce the grievance to writing and contact the Maintenance Manager, or designee, with or without a Union representative seven (7) working days of the date the Union or the employee knew or should have known of the facts on which the grievance is based. If the Maintenance Manager, or designee is not available to receive a grievance, then the grievance can be emailed to the Maintenance Manager with a hard copy provided the following business day. The employee, the Maintenance Manager, or designee, and at the employee's request the Shop Steward shall meet to discuss the grievance and attempt to arrive at a recommended resolution to the grievance within seven (7) days of the meeting. This recommended resolution shall be submitted to the representatives designated in Step 2 for approval. If no recommended resolution is reached, the Maintenance Manager, or designee, shall respond in writing within seven (7) working days of the meeting to the grievant and/or Union. A copy of the Maintenance Manager, or designee's, response will be provided to the Union Business Agent and Shop Steward.

B. Step 2. If no agreement is reached with the immediate supervisor at Step 1, within seven (7) working days of the denial of the grievance, the employee or their Union representative must reduce it to writing and file it with the Director of Maintenance or other designated First Transit representative. Within seven (7) working days after First Transit receives the grievance, the Director of Maintenance or designated representative shall schedule a meeting at a time and date mutually agreed upon by the parties. The Director of Maintenance or designated representative may meet with the employee and/or Union representative with regard to the grievance. If the grievance is not resolved within this time period, the Director of Maintenance or designated representative shall submit First Transit's response to the Union within seven (7) working days thereafter.

C. Step 3. Within seven (7) working days of the date the Union receives First Transit's Step 2 decision, the grievance may be appealed to the General Manager or designee, by written notification which designates all of the specific issues for such appeal. A meeting shall be held as soon as practicable and mutually convenient but not later than seven (7) working days after receipt of the appeal. The General Manager or designee shall render a decision in writing not later than seven (7) working days after such meeting.

Section 5 - Selection of Arbitrator: A list of arbitrators shall be requested by the Union in writing to the Federal Mediation and Conciliation Service and requesting that a panel of seven (7) arbitrators be submitted to the parties for the purpose of selecting a single

arbitrator to hear the dispute or the parties may mutually agree to select a single arbitrator from an independent source. If such list is requested from the Federal Mediation and Conciliation Service within five (5) days after receipt of the panel of arbitrators, the parties shall meet and each alternately strike three (3) persons from such list; the last remaining person to serve as arbitrator. The first person to strike from such list shall be determined by lot. If none of the arbitrators on the first panel are satisfactory to either party, then either party may request one (1) additional panel of seven (7) arbitrators within five (5) work days of receipt of the panel.

Section 6 - Time Limits for Award: The arbitrator shall render his findings and award in writing to the parties not later than sixty (60) days from receipt of transcripts and/or briefs after the conclusion of the hearing. The parties may mutually agree to an extension of an additional thirty (30) day period, but in no case will it be extended more than a total of ninety (90) days after the conclusion of the hearing. Any such agreement to extend the time must be in writing, a copy of which will be given to the arbitrator. The arbitrator is absolutely bound to render his award in specifics and detail in accordance with this provision.

Section 7 – Limitations: The power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth and issuing an award in accordance therewith. The arbitrator shall not have authority to add to or subtract from or modify any of said terms, or to establish or change any wage or rate of pay. The arbitrator's award shall be subject to the rights of the parties in accordance with the laws of the State of California and shall be final and binding on matters properly before him. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the parties in the presence of each other and post hearing briefs. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement. No arbitrator shall be allowed to retain jurisdiction over any case, once he has rendered his award. The arbitrator shall not have jurisdiction to hear any grievance which is not filed or appealed in the manner specified in this Article within the time limits of this Article as set forth therein. The grievance and arbitration provisions provided for herein are limited to grievances and claims arising during the term of this Agreement.

Section 8 - Investigation of Grievances: The Union has the right to investigate grievances filed under this Contract.

Section 9: Fees and Expenses each party shall be responsible for any expenses in connection with the presentation of its case. Both parties agree to share equally the cost of the arbitrator, room fees and court reporter.

Section 10 - Authority to Process and Settle: The Union has authority to process, abandon or settle grievances on behalf of an employee or group of employees. The arbitrator may hear and determine only one grievance at a time without the express written agreement of First Transit and the Union.

Section 11 - Only Means of Settling Dispute: The grievance and arbitration procedure provided for herein shall constitute the sole and exclusive means of settling any dispute or controversy arising out of the application or interpretation of this Labor Agreement.

Section 12 - Definitions: Work days shall exclude Saturdays, Sundays, and holidays. The time limits for appeal of grievance under this Article shall begin on the calendar date the Union receives First Transit's grievance response.

Section 13 - Representation by Union: An Employee shall have a right to representation if discipline is to be assessed or could arise as a result of such interview or hearing. It is understood that it is the employee's responsibility to arrange for said representation and to attend such interview or hearing at the time designated. The only item to be discussed at the hearing will be the charges referred to on the hearing notice. It is understood that this in no way restricts First Transit from generally counseling its employees. Employee's attendance at meetings requested by First Transit shall be paid, with overtime provisions applicable.

ARTICLE 12 - NO STRIKE- NO LOCKOUT

Section 1 - Intent: It is the intent of First Transit and the Union to assure uninterrupted transit service to the public during the life of this Contract.

Section 2 - No Work Stoppage or Other Concerted Activity

During the term of this Contract neither the Union, its officers, agents, members, nor any employee will authorize, instigate, aid, participate in or engage in a strike, work stoppage, slowdown, boycott, picket line or any other interruption of First Transit's operation contrary to the instructions of First Transit regardless of whether or not the cause therefore was or was not subject to arbitration.

Section 3 - Union Cooperation: In any case where conduct occurs in violation of Section 2 of this Article, the Union will also promptly take all necessary action to bring about a prompt termination of such conduct, and where so requested by First Transit, will give individual notification to employees to cease any such conduct. Employees who fail to cease such conduct shall be subject to disciplinary action up to and including discharge.

Section 4 - No Requirement to Cross Legal Picket Lines: First Transit shall not require employees covered by this Contract to cross picket lines established by a labor organization, or to enter or leave any location that is being legally picketed by any labor organization which has received strike sanction from the Joint Council of Teamsters No. 42.

Section 5 – Violations:

A. Any employee or employees who violate the provisions of this Article shall be subject to disciplinary action up to and including discharge.

B. A violation of this Article shall be deemed a breach thereof and the aggrieved party hereto may seek such legal relief as may be available to it without first invoking the grievance or arbitration procedure of the Contract.

Section 6. No Lockout

A. During the term of this Contract, First Transit shall not engage in a lockout as a result of a labor dispute.

B. A layoff, shutdown or curtailment of service for economic or business considerations is not to be construed or found to be a lockout.

ARTICLE 13 - RULES AND REGULATIONS

Section 1: First Transit may establish and maintain, revise and enforce, rules and regulations which are not in conflict with this Agreement. Employees shall comply with such rules and regulations, and are subject to disciplinary action up to and including discharge for violation of such rules and regulations.

Section 2: First Transit may establish rules and regulations governing the conduct of its employees. Employees shall comply with such rules and regulations and are subject to disciplinary action up to and including discharge for violation of such rules and regulations.

Section 3: First Transit will discuss with the Union any changes to the current Rules and Regulations or any change in working conditions.

Section 4: First Transit shall furnish the Union a copy of all posted notices affecting employees covered by this Agreement.

Section 5: Any employee who is disciplined or discharged under the terms of this Agreement or for any Company rules or regulations may file a grievance in a proper manner, subject to the provisions of the grievance and arbitration procedure.

ARTICLE 14 - SAFETY WORK RULES

Section 1: First Transit may establish and maintain, revise and enforce safety rules and regulations. Employees shall comply with such rules and regulations, and are subject to discipline up to and including discharge for violating such rules and regulations. First Transit will not require employees to use equipment or to do work in violation of these rules. A copy of safety rules will be provided to the Union.

Section 2: Employees will not be disciplined for refusing to perform work under hazardous or dangerous conditions which are not normally associated with the employee's occupation. Unsafe working conditions must be reported immediately to the shift supervisor/base manager and, if practicable, a Shop Steward. Reports of unsafe

working conditions will be investigated by, or under the direction of, the Health, Safety and Environmental Compliance Department.

Section 3 - Safety Solution Team: A Safety Solution Team (SST) will be established. The SST will meet monthly to discuss accidents, vehicle safety, unsafe practices, facility safety, new safety programs and ideas, plan safety pep rallies, and perform quarterly facility safety audits. The SST will be comprised of the GM, AGM, Safety Manager, Maintenance Manager, Dispatcher, Road Supervisor, Technicians, Operators, Utilities Workers. The Safety Manager will record minutes, post and submit those minutes as well as being responsible for following up on action items. The Company will provide a copy of the minutes to the Union upon request.

Section 4 - Protective Equipment: First Transit will continue its past practice of supplying protective equipment such as non-prescription safety glasses, rain ponchos (when applicable), nitrile gloves, and bump caps. The Company reserves the right to require additional PPE for a legitimate safety purpose.

ARTICLE 15 - PHYSICAL EXAMINATIONS

The Company shall pay for all DOT physical examinations performed by the Company's chosen medical professional. All initial physical exams must be performed by the Company's chosen medical professional. Renewal physicals may be performed by the employee's personal DOT certified medical professional, provided all expenses are paid by the employee and the Company receives proof of DOT exam certification. The employee shall pay the cost of all referrals. Refusal to submit for a physical examination when requested can constitute just cause for immediate termination.

ARTICLE 16 - BULLETIN BOARDS AND EMPLOYEE QUARTERS

Section 1 - Employee Quarters: First Transit shall, at each base, provide a sufficient number of lockers in order that each employee may have his or her own individual locker, which may be padlocked for the protection of personal belongings. Employees under this rule shall provide their own padlocks and First Transit will not be responsible for personal belongings stored in the locker, other than the normal protection provided by First Transit at base points. First Transit shall not have the right of inspection or use forced entry into any locker, tool box or vehicle without probable cause.

First Transit shall maintain the full size lockers whenever possible. If the size of the new lockers must be adjusted First Transit will discuss it with the Union.

Section 2 - Tool Boxes: First Transit shall allow space inside of the Maintenance shop where tool boxes and required tools can be stored.

Section 3 - Bulletin Boards - Material:

- A. First Transit will furnish 4' x 6' bulletin boards at each base for the use of the Union. The Union may furnish their own locks when desired.
- B. The Union will not post on bulletin boards any material derogatory to First Transit.
- C. No notices or papers containing organizing, campaign material relating to internal Union elections or political matters may be posted either on these bulletin boards or anywhere on the employer's premises or vehicles.
- D. First Transit will consult with the Union as to the location of these boards.
- E. Only a Union Representative (Business Agent) or designated shop steward will have the right to post and to remove Union Bulletins.
- F. First Transit shall provide the Maintenance employees with cork bulletin boards at each base for their personal use. No notices or papers containing organizing or campaign material nor material derogatory to First Transit is permitted either on these bulletin boards or anywhere on Authority property.

ARTICLE 17 – EMPLOYEE IDENTIFICATION CARDS

Identification Cards Requirement: All employees shall be required to carry the Employee Identification Card while on duty and while on Authority property. The Company will designate the ID cards required and shall be responsible for the cost and distribution of the ID cards.

If an employee forgets his/her ID card, or it is unavailable due to loss, theft or damage to the card, the employee must immediately report it to management. The Company shall use progressive discipline to address the loss, theft, or damage of ID badges.

ARTICLE 18 - TOOL REIMBURSEMENT FOR LOSS

All non-probationary mechanics will be eligible to receive coverage under the Company's tool reimbursement policy in place for the purpose of reimbursing employees for the loss of personal required tools used or stored in the Company's shop. Employees must strictly comply with all requirements of the policy in order to be eligible for such coverage, including but not limited to, the completion of an annual tool inventory list on a form provided by the Company. The Company's policy provides for a maximum of \$25,000 in coverage, or replacement of tools for losses as defined in the Company's policy. If the Company's policy should change, the Company will provide the policy to the Union

ARTICLE 19 - LEAVE OF ABSENCE

Section 1 - Family Leave: The parties agree to abide by all Government mandated leaves including the Family Medical Leave Act. To the extent that any additional leave beyond the period of government mandated leave is requested, it shall be granted by the Company at its discretion. Additional leave shall be carried out in accordance with the Company's policy.

Section 2 - Other Leave: The Employer may grant a personal leave of absence. In the employee's request for personal leave, the employee shall state the reasons for such leave, and such leave will be without pay and without loss of seniority rights. The granting of any such additional leave will be discretionary by the Company and shall be on a case-by-case basis.

Section 3 – Union Leave: Shop Stewards representing employees covered by this Agreement may request unpaid leave for Union business. The Company may grant such leave at its discretion, but will not unreasonably deny such a request.

Section 4 – Request to Take Alternative Days Off: Employees may request to have one or all days off changed in order to accommodate a personal need, provided that such request is submitted in writing at least 72 hours in advance of the required time off, and that the following requirements are met:

- That not more than six (6) working days are requested by the same employee in any one calendar year.
- That the makeup day(s) is (are) within the same pay week as the day(s) off requested.

The Union agrees that denial of a request to change days off is not subject to the grievance procedure, nor will approval of a request be used to establish precedent for any reason. Approval or denial of requests under this Section will be at the sole discretion of First Transit.

ARTICLE 20 - MILITARY LEAVES

Employees covered by this Agreement will be granted leaves of absence for training with U.S. Military Forces in accordance with those state and federal laws that are applicable to First Transit. If an employee, whose days off are other than Saturday and Sunday is required to attend weekend duty drills, which results in the employee losing normally scheduled work time, the employee may work on their normally scheduled days off in the week preceding or following the weekend duty, providing the work is available and does not result in overtime, and the employee completes the leave of absence request and submits the request to work prior to the weekend duty.

ARTICLE 21 - COURT APPEARANCE AND JURY DUTY

Employees shall be released from work with pay on the workdays serving on jury duty, not to exceed five (5) days in each year of the contract. Upon release from jury duty during the employee's scheduled workday, the employee must notify the Company of his or her release. The employee will be permitted to keep juror fees received.

An employee who is required to attend court or legal proceedings by the Company will be paid for necessary time lost from work if on a scheduled work day, or the time required if on a scheduled day off. If an employee is attending court or legal proceedings on behalf of the Company, the employee will not be paid less than they would have if they had worked their scheduled shift at their current rate of pay. This time will be considered as hours of work if employee is testifying on behalf of the Company. This section is not applicable when an employee appears in court as a defendant or when legal actions are initiated by the employee for any reason.

ARTICLE 22 - BEREAVEMENT LEAVE

Section 1 – General: An employee covered by this Contract who attends the funeral of a member of their immediate family will be entitled to three (3) work days off with pay for bereavement leave. Such employees who attend funerals which are held outside a five hundred (500) mile radius from the employee's residence on file with the Company will be entitled to an additional two (2) paid work days before or after the paid three (3) days of bereavement leave above. Employees will receive eight (8) hours pay at their regular straight time hourly wage rate for each day off, payable only if the days of leave coincide with their regular scheduled work days and upon First Transit's receipt of the employee's funeral attendance verification. These days must be consecutive work days and one day must be the day of the funeral.

If there is no funeral service, but a cremation and memorial service is held, employees will be paid upon presentation of verification of the cremation and memorial service.

Section 2 - Immediate Family: Immediate family is defined as the employee's spouse, son, daughter, step-son, step-daughter, father, mother, step-mother, step-father, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, grandchild, son-in-law or daughter-in-law. A Maintenance employee covered by the Collective Bargaining Agreement who attends the funeral of a domestic partner will be entitled to the same benefits as provided in this Article for immediate family providing the following criteria is met:

- The Maintenance employee submits verification of the domestic partnership registration with the Secretary of State.
- The Maintenance employee submits funeral attendance verification or cremation and/or memorial service verification.

Section 3 - Use of Bereavement Leave: Employees who are on sick leave, or otherwise absent shall not be entitled to bereavement leave.

ARTICLE 23 - SICK LEAVE

All employees, full and part time, who have completed the 90-day probationary period, shall receive the following sick leave allotment based on the employee's anniversary date with the Company:

0-5 years of service: 24 hours of paid sick leave.

5 plus years of service: 40 hours of paid sick leave.

Paid sick leave may be taken in no less than two (2) hour increments.

After completion of the probationary period, employees will have their applicable sick leave allotment available for their use, and their applicable number of sick days renew on the employee's anniversary date with the Company the following year. If an employee has not used his or her sick leave before the next anniversary date, the employee will receive a cash out on his or her next check for the remaining amount of sick days for that anniversary year. The employee will receive his or her applicable allotment of sick days for the next year for their use at that time. Employees may not cash out sick days upon resignation or termination from the Company.

Employees are required to give notice to the Company when taking a sick day in accordance the First Transit attendance policy.

ARTICLE 24 – HOLIDAYS

Section 1 - Holidays Paid: All eligible full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day	Floating Holiday*
Memorial Day	Thanksgiving Day	
Independence Day	Christmas Day	

*The floating holiday must be requested in writing at the time of the vacation bid. However, an employee may request to change his/her bid floating holiday, which may be granted by the Company subject to availability. The employee may only request to change their floating holiday bid once after the initial bid.

Section 2 - Eligibility: Each full-time employee who has been on the payroll of the

Company for a period of ninety (90) days or more shall be eligible for holiday pay, provided that: the employee works their scheduled shift on the working day immediately before and following such holiday. If an employee is scheduled to work on the day of the holiday, the employee must work on the day of the holiday in order to receive holiday pay.

Section 3 - Pay: All full-time employees shall receive holiday pay at his/her regular rate of pay on the basis of his/her normal work schedule. All eligible full time employees who work on a holiday shall be paid at the appropriate hourly rate of pay for all hours worked.

ARTICLE 25 – HOLIDAY WORK ASSIGNMENTS

The Company shall determine the number of employees who shall work on holidays in each classification. Employees are generally required to work on a holiday if such holiday falls on the employee's regularly scheduled workday.

When the Company determines a reduced schedule is appropriate and a holiday work assignment bid is utilized, then Employees may bid for such holiday work available at their designated facility in seniority order, with the most senior employee having preference. The company will post the holiday schedule at least ten (10) calendar days prior to the date the holidays is observed. Employees may submit proxy bids to work such holidays up to five (5) days prior to the holiday.

Employees will be selected to work the holiday from those employees who submit bids as follows:

- Only Employees who are regularly scheduled to work on the day which the holiday falls will be selected by seniority at each base.
- If there are not enough volunteers for the holiday assignments, employees will be assigned by inverse bargaining unit seniority on each shift at each base.
- An employee whose regular scheduled day off falls on the holiday will not be subject to work by inverse seniority.
- For employees working on the third shift, the Company may elect to observe the holidays on the night prior to such holiday.

ARTICLE 26 - VACATIONS

Section 1 - Length of Time: All eligible, full-time employees will accumulate vacation leave in accordance with the following schedule:

After completion of one (1) year of completed continuous service and at the completion of each year thereafter through the completion of year two (2): 40 hours of vacation

After three years (3) years of completed continuous service and at the completion of each

year thereafter through the completion of year nine (9): 80 hours of vacation

After ten (10) years of completed continuous service and at the completion of each year thereafter through the completion of year fourteen (14): 120 hours of vacation

Starting April 1, 2024, an employee who completes or has previously completed fifteen (15) or more years of continuous service will become eligible for the following additional vacation allotment, which will be considered earned and available on the employee's anniversary date on or following April 1, 2024.

After fifteen (15) years of completed continuous service and at the completion of each year thereafter: 160 hours of vacation.

Section 2 - Vacation Scheduling: The Company shall post the available vacation schedule prior to the bid. The schedule will designate how many employees from each classification may take vacation during a certain time. Employees will bid on vacation in accordance with the Company's vacation schedule in the manner described in this Article.

A Shop Steward will conduct vacation bids, under base management supervision and as stipulated in this Article, at the Shop Steward's designated base and shift. The Company shall furnish a list of available vacation and anniversary dates one (1) week prior to the bid for review.

Section 3 - Bidding of Vacations:

A. Vacation bids shall be held within four (4) days following the date of implementation of the General bid. Personal holidays will also be bid at this time.

B. Bargaining unit seniority within job classification by assignment will be used in the selection of vacation periods. Employees will have up to three (3) minutes to make their selection.

C. Employees will be allowed to bid in person or by proxy the total amount of vacation earned by weekly increments.

D. An employee must give five (5) working days' notice to cancel a bid vacation of one (1) week or more. If notice is not given, the employee will not be allowed to work during the bid vacation, unless otherwise approved by management.

E. A calendar will be utilized in the bidding of vacation and will remain posted at all times.

F. Employees must initially bid a consecutive forty (40) hour vacation.

Section 4 - Splitting Vacation: Vacations may be split if so desired by the employee. It is understood that an employee will be allowed to split his vacation only once after bidding a minimum of forty (40) hours of the initial bid. If an employee fails to bid all or part of his

vacation at one (1) time, he must wait after making his initial bid for all other employees to bid and then will be given a second choice in seniority order to bid the remainder of his vacation. An employee may bid up to forty (40) hours of single or odd vacation days during the second choice round of bidding. It is further understood that an employee may bid odd vacation days in conjunction with Personal Paid Holidays.

Section 5 - Holiday During Vacation: In the event a holiday, as indicated in Article 24, should occur while an employee is on a paid vacation, the employee will receive an additional eight (8) hours pay at the straight time rate. The employee must work the day before and after his or her vacation in order to receive the holiday pay during the vacation week.

Section 6 - Bidding of Open Vacation Period: Vacation periods that become open during the vacation year will be posted for weekly bid and awarded by seniority in accordance with the provisions herein.

Section 7 - Use of Non-Bid Vacation: Employees may use earned vacation not bid in four (4) hour minimum increments upon prior management approval, not to exceed the amount of vacation earned and available for use.

Section 8 - Cumulative Vacations: Employees are required to bid all vacation hours they intend to take during their anniversary year. Employees will be paid out for all remaining vacation balances not taken at the end of the employee's anniversary year. However, Employees who are earning at least eighty (80) hours of vacation per year shall be permitted to carry over the equivalent of one (1) year of the employee's annual vacation allotment from one year to the next. If the employee has not bid all vacation by the employee's anniversary date and has reached the maximum accumulation of twice his/her annual allotment, the employee will be paid out for the remaining vacation allowance.

ARTICLE 27 - HEALTH AND INSURANCE BENEFITS

Section 1 - Designation of Trust: The Employer agrees to make contributions to The Western Alliance Trust Fund for the purpose of providing Medical and Prescription Drug, Dental, Vision and Life benefits for all qualified employees and their dependents.

Section 2 - Acceptance of Trust: The parties agree to accept, assume and be bound by, the terms of the Declaration of Trust Providing for the Western Alliance Trust ("Trust Agreement"), as it currently exists, or as it may thereafter be amended or restated, required to accomplish the provisions of this Collective Bargaining Agreement and by this acceptance agree to become a party to the Trust Agreement. The parties agree that the Trustees named in the Trust, their successors and/or alternate Trustees ("Trustees"), if any, selected in accordance with the provisions of the Trust Agreement, are and shall be the Trustees and the parties hereby consent to be bound by the acts of said Trustees in accordance with the provisions of the Trust Agreement.

Section 3 - Contributions: All contributions shall be due and payable on the twentieth (20th) day of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1st day of the month for which coverage is provided.

Section 4 - Qualified Employee Defined:

A. Employees shall become eligible to participate in the plan as defined in this Article on the first (1st) day of the month following sixty (60) days of employment with the Company.

B. For purposes of this section a “Qualified Employee” is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week.

C. The Employer will contribute to the Trust in accordance with Section 2 above for each Qualified Employee following sixty (60) days of employment with the Company. The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.

D. A Qualified Employees shall also include employees retained from previous employment from the previous contractor.

Section 5 - Dependent Coverage: Qualified Employees may elect Dependent coverage and pay the required contribute on through payroll deduction. Dependent coverage must be elected no later than 30 days after the date of Employment or in accordance with the rules of the Western Alliance Trust Fund.

Section 6 - Required Contribution for Group Health Plan: The Health and Welfare benefits required by this Article shall be funded as follows; Effective with the first (1) day of the first (1) calendar month after sixty (60) days of employment the Employer shall contribute eighty-five percent (85%) of the employee and dependent monthly medical premium, and the employee's monthly contribution rate shall be fifteen percent (15%).

The Employee Cost Share for Health and Welfare benefits shall be made through payroll deduction, on a pre-tax basis and will commence with first day of the calendar month for which the Employer contribution is required. The Employer agrees to remit 100% of the required contribution to the Western Alliance Trust in accordance with Section 2, above. The Company may contribute at a higher rate for employees electing coverage in order to comply with the terms of the ACA.

Section 7 - Wavier of Coverage: Eligible employees may waive Group Health & Welfare coverage in accordance with the rules of the Western Alliance Trust which permit a waiver of Group Health & Welfare coverage so long as the following three (3) conditions are satisfied:

1. The employee would be required to make a premium contribution if he/she participated in the Trust;

2. The employee must submit a completed trust waiver form, and
3. The employee must submit proof to the Trust of other group health coverage

Should any insurance plan(s) required under this CBA subject the Employer to an excise tax or penalty under Federal or State law, the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternative plan(s) that will not be subject to the excise tax or penalty.

ARTICLE 28 – MISCELLANEOUS

Section 1 - Mailing Correspondence: Correspondence between the parties shall be in writing by Certified Mail or in person by signed receipt, by e-mail or facsimile. If to the Union, correspondence shall be mailed to Teamsters, Local 952, 140 South Marks Way, Orange, California 92868, and if to First Transit correspondence shall be mailed to First Transit, 14736 Sand Canyon, Irvine, CA, 92618. Such addresses may be changed by either party's written notice to the other.

Section 2 - Sole Contract: This Contract constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior contracts, oral or written, expressed or implied, or practices between First Transit, the Union, and First Transit's employees, and expresses all obligations of, and restrictions imposed on, the Union and First Transit and its employees during its term.

Section 3 - Modifications and Interpretations: After the effective date of this Contract, no modifications or interpretations of this Contract will be binding on either party unless in writing and signed by the authorized representatives of the parties to this Contract.

Section 4 - Savings Clause: If any part of this Contract is rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or order, or decree of court, the invalidation of such part of this Contract shall not render invalid the remaining parts thereof.

Section 5 - Meaning of Certain Words:

A. The parties agree that the term "employee" wherever used in this Contract, whether singular or plural, means and applies only to those employees of First Transit included within this bargaining unit as defined in Article 1 of this Contract and that this Contract shall be limited only to said employees.

B. Words used in this Contract in the singular number include the plural and the singular. Words appearing in the male gender include the female gender and vice versa.

Section 6 – Compliance: During the life of this Contract, neither party will make any demands upon the other except for compliance with this Contract.

Section 7 - Posted Notices: First Transit shall furnish the Union a copy of all notices posted by the Maintenance Department, relating to policies and procedures affecting employees covered by this Agreement.

Section 8 - Joint Labor/Management Committee: The Joint Labor/Management Committee is hereby established.

It is agreed and understood that the members of this committee are mutually desirous to continue the spirit of fair dealings which currently exist between First Transit and employees and to assist in maintaining these conditions. It is mutually desirous to maintain the standard of First Transit in high public regard, and further, to promote the general welfare of the First Transit and its employees.

The members of the committee shall be the representatives of the Local Union and First Transit. It is understood and agreed that the committee does not have the right to change, modify or add to the Collective Bargaining Agreement nor is it a forum for discussing grievances.

The Company and the Union will schedule meetings as needed. The Company will adjust the schedule of the Shop Stewards to accommodate his or her attendance at the scheduled Joint Labor/Management Committee meeting. Shop Stewards who desire to attend a scheduled Joint Labor/Management Committee meeting shall notify his/her supervisor a minimum of two days in advance of the meeting date. Shop Stewards shall be paid two (2) hours at his/her regular hourly rate of pay for the Joint Labor/Management meetings.

Section 9 – Allowances:

A. Shoe Reimbursement: Employees will receive up to a \$125.00 reimbursement credit for the purpose of steel toed boots. This amount will be renewed each year of service on the employee's anniversary date.

B. Prescription Safety Glasses: Employees will receive a one-time reimbursement of up to \$150.00 for the purchase of prescription safety glasses. If the employee's prescription changes or the prescription glasses require replacement due to normal wear and tear, the Company will provide another reimbursement of up to \$150 for the purchase of a replacement pair. Management may require proof of the prescription change or for the mechanic to turn in his or her worn pair of glasses.

C. Tool Allowance: The Company will provide on the first pay period following the employee's first annual anniversary and on the pay period following each subsequent annual anniversary a tool allowance to all mechanics. The total allowance can only be used for tools and maximum reimbursement total is one hundred twenty-five dollars (\$125.00) for actual work-related, documented tool expenditures.

ARTICLE 29 – WAGES

Effective on the first full pay period following ratification of this agreement, the Company will pay employees the wage rates in the Date of Ratification column below based on the employee’s classification. Thereafter, employees in each classification will be receive the wage increases noted in the respective columns effective April 1, 2022, April 1, 2023, and April 1, 2024.

CLASSIFICATION	APRIL 1, 2020	DATE OF RATIFICATION	APRIL 1, 2022	APRIL 1, 2023	APRIL 1, 2024
Technician A	\$33.21	\$34.70	\$36.25	\$37.50	\$38.70
Technician B	\$28.91	\$30.35	\$32.00	\$33.23	\$34.45
Technician C	\$26.65	N/A	N/A	N/A	N/A
Body Technician	\$26.90	\$28.25	\$30.25	\$31.20	\$32.20
Utility	\$15.65	\$16.64	\$17.25	\$18.00	\$18.70
Detailer	\$16.18	\$17.16	\$17.80	\$18.56	\$19.30
Parts Clerk	\$17.05	\$17.80	\$18.40	\$19.10	\$19.75
Maintenance Clerk	\$17.05	\$17.80	\$18.40	\$19.10	\$19.75

Upon ratification of this agreement, all employees currently paid above the rate shown in the April 1, 2020 column for their respective classification will be red circled at their current rate and these employees will receive a two percent (2%) increase to their red-circled base rate applied retroactively back to the first full pay period following April 1, 2020. Red-circled employees will receive an additional 2% increase effective the first full pay period following ratification of this agreement. Red-circled employees will continue to receive a 2% increase each April 1st of the contract term in 2022, 2023 and 2024, unless the rate in the scale for their classification is higher such increase, at which time the employee will get the increase shown in the scale.

The Company will comply with the minimum wage requirements of the federal and California law. If such law requires a wage rate in excess of the rates in the above scale, the Company will adjust the affected rate(s) in accordance with the law.

All wage rates noted the wage scale are the employees regular, base wage rate for the employee’s classification. All increases are made to the employee’s current base rate of

pay. Any ASE premiums earned by an individual employee through the Company's ASE Program are made in addition to the base wages shown in the scale above and subject to the terms of the ASE program.

ARTICLE 30 - OVERTIME & LEAD PERSON

Section 1 - Overtime Pay: An employee shall be paid one and one-half (1-1/2) times their regular hourly rate for all hours over forty (40) hours in one work week or over eight (8) hours in one day.

Section 2 – Extra Work/Overtime Sign Up: The Company maintains the right to determine and offer overtime at its discretion. The Company will post a list for employees who are interested in extra work/overtime assignments that are known, more than 24 hours in advance. Employees may add or subtract their names from the list on a monthly basis. When such list is utilized, the Company will offer employees extra/overtime work based on the rotating seniority list, availability and qualifications. If qualifications are relatively equal and multiple employees are available, the rotation list will prevail.

The extra work/overtime sign up list will be posted on the 23rd of each month for sign ups and removed three days prior to the end of the month. Effective the first month following ratification of this agreement, interested employees will sign up and be placed on a rotation list as referenced above. Each month, employees added to the list will be placed in order of seniority onto the list and the rotation will continue from the place it left off the following month. After updating the list, the maintenance manager will provide a copy to the Union steward. If there are any objections to the updated list order, the steward must bring those to management's attention at least two (2) business days prior month end for discussion. The updated list will be posted by the maintenance manager and will be effective at 12:01 a.m. on the first day of each month.

Employees who are offered extra work/overtime must accept or decline the work at the time it is offered. If the Company contacts the employee via phone and the employee does not answer, the employee will be allotted 15 minutes from the time of the call to return the Company's call and accept the work. If the employee does not make contact with management to accept the work within that time or if an employee declines work for any reason they will be passed in the rotation. If an employee fails to respond or declines work offered three (3) times in any given month, then the employee will be removed from the extra work/overtime list for the remainder of the month.

This Section shall not be construed to impose a requirement on the Company for assigning work, nor shall the Company be expected to utilize a sign up list for daily overtime assignments or specialized jobs at any time.

Section 3 – Lead Person: A Lead Person position is a designation assigned by the Company in which the Lead Person performs the same work as the group with additional responsibilities. The Lead Person will be selected based on qualifications and seniority,

where qualifications are relatively equal seniority will prevail. If the Company selects a Lead Person, the employee must mutually agree to such designation.

A. The Lead Person has such responsibilities as to lead, schedule, assign work, record information, inspect work assignments, make arrangements for material and equipment, deal with routine problems, and perform other related duties. The Lead-Person does not have authority to hire, fire or discipline.

B. The Lead Person will be paid a differential of one dollar (\$1.00) per hour above the Lead-Person's regular base hourly rate. When an employee is the designated Lead Person scheduled for a shift, the employee will be paid the differential for the entire shift.

ARTICLE 31 - UNIFORMS

Section 1 - Standard Uniform: First Transit shall provide uniforms to all Maintenance personnel. Uniforms shall consist of eleven (11) sets of pants and shirts.

Section 2 - Laundering and Repair: Laundry and repair service of regulation uniforms will be provided by First Transit for all employees on a weekly basis.

Section 3 - Union Emblem: Employees will be allowed to wear a Teamsters lapel pin if they so choose.

ARTICLE 32 -TEAMSTER'S PENSION TRUST FUND/ TEAMSTERS 401K PLAN

Section 1 - Pension Contributions: Effective upon ratification, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of all individuals performing bargaining unit work from the first compensable hour of work, including temporary and probationary employees, twenty-five cents (25¢).

Effective April 1, 2023, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of all individuals performing bargaining unit work from the first compensable hour of work, including temporary and probationary employees, thirty- five cents (35¢).

Effective April 1, 2024, the Employer shall contribute into the Western Conference of Teamsters Pension Trust on behalf of all individuals performing bargaining unit work from the first compensable hour of work, including temporary and probationary employees, forty-five cents (45¢).

Compensation earned but not worked, such as holidays and vacation time, shall be considered as compensation earned for the purpose of this Article.

Section 2 - Remittance of Funds: The total amount due for each calendar month shall be remitted in one (1) lump sum no later than ten (10) days after the last business day of each month.

The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate determination of the hours for which contributions are due, the prompt and orderly collections of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

Section 3 - Acceptance of Trust: The Employer and the Union agree to execute the necessary Trust documents required by the Trustees of the Western Conference of Teamsters Pension Trust as a condition of participation in such Trust.

The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore or not to reduce benefits to retiring employees, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

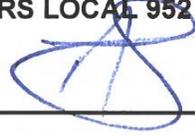
Section 4 - Teamsters 401(k): First Transit/OCTA will agree to deduct funds for employees electing to participate in the Teamsters 401(k) plan. There will be no employer funds or match contributions for this plan.

ARTICLE 33 – TERM OF THE AGREEMENT

This Agreement shall take effect on April 1, 2020 and shall continue in effect through March 31, 2025, inclusive. This Agreement shall automatically be renewed on the same terms and conditions existing at expiration for consecutive one (1) year periods thereafter unless, at least sixty (60) days prior to the expiration of this Agreement or any extension thereof, either party gives written notice to the other of the desire to terminate or modify the Agreement. If neither party reopens this contract as herein provided, it shall automatically be extended from year to year thereafter with like provisions for reopening of the annual date of April 1st.

GENERAL TRUCK DRIVERS, OFFICE,
FOOD & WAREHOUSE UNION,
TEAMSTERS LOCAL 952

FOR THE EMPLOYER:
FIRST TRANSIT, INC.

By:  _____

By:  _____

Title: BA _____

Title: SVP _____

Date: 6/30/2021 _____

Date: 6/11/2021 _____

WEINGARTEN RIGHTS

YES, YOU HAVE RIGHTS

If you are called into a meeting with any management representative and have reason to believe that disciplinary action may result, read them your **Weingarten Rights....**

MY WEINGARTEN RIGHTS

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my Union Representative or Steward be present at this meeting. If this discussion could lead to my being disciplined and you deny my request for representation, I choose not to answer any questions.

IN 1975, the U.S. Supreme Court ruled, in the **Weingarten** decision, that an employee is entitled to have a Union Representative present during any interview which may result in his or her discipline. It is up to you to insist on Union representation. If you fail to do so, you may waive your rights.

DO THE FOLLOWING:

1. Ask your supervisor if you might be disciplined as a result of the Interview. If he says "NO", ask for a written statement to that effect. If he gives you such a statement, you must participate in the interview. If not, read them your **Weingarten Rights**, remain for the meeting, take notes, and afterwards immediately contact your Union Representative.
2. If he/she says you might be disciplined but will not allow you to have a Union Representative present, **read them your Weingarten Rights**, stay in the room, take notes, and do not respond to any questions. Afterwards, contact your Union Representative immediately. If they allow your Union Representative to be present, you should participate in the interview.

GET A WITHDRAWAL CARD WHEN YOU LEAVE YOUR JOB!

Be sure to request a Withdrawal Card if you work less than sixteen (16) hours in a calendar month, are laid-off, going on leave of absence, lengthy medical leave or terminating your employment. **A Withdrawal Card MUST BE REQUESTED WITHIN 90 DAYS of your last day worked. IT IS YOUR RESPONSIBILITY to obtain a Withdrawal Card in order to avoid being suspended from the Union and subject to paying back-dues and/or re-initiation fees.**

Call Teamsters Local 952 at (714) 740-6200 or ask your Shop Steward for a Withdrawal Card Request Form.

COMPLETE THE FORM AND MAIL TO:

**TEAMSTERS LOCAL 952
140 S. MARKS WAY
ORANGE, CA 92868**



PHONE: (714) 740-6200 • Fax: (714) 978-0576
Email: info@teamsters952.org • Website: www.teamsters952.org

EXHIBIT K: CALIFORNIA LABOR CODE SECTION 1072
DECLARATION FORM

CALIFORNIA LABOR CODE 1072 DECLARATION FORM

Please indicate below your organization's intent regarding California Labor Code.

I HEREBY CERTIFY that I am the _____, and duly
authorized
representative of the firm of _____, whose address is
_____, and:

- We declare as part of this proposal that we WILL retain the employees of the prior contractor for a period of not less than 90 days if awarded the contract.
- We declare as part of this proposal that we WILL NOT retain the employees of the prior contractor for a period of not less than 90 days if awarded the contract.

(Date)

(Signature)