

Request for Proposal
RFP #2025-03
For:
Transit Operations

Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509
October 3, 2025

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Section 1

Notice Inviting Proposals

Notice Inviting Proposals

For

Transit Operations

Eastern Contra Costa Transit Authority

Notice and Request to Proposers

Eastern Contra Costa Transit Authority (ECCTA), a Joint Powers Agency (JPA) located in eastern Contra Costa County, California, is accepting proposals from qualified firms to handle the operation of its mobility services (including fixed route, paratransit, microtransit, and non-emergency medical transportation) for a four-year period, including three two-year options. ECCTA will provide all vehicles and operations facilities. This project shall include the furnishing of all labor, equipment, materials, testing, tools, training, and other services as required by the Scope of Work section and other contract documents.

ECCTA was formed in 1976 as a JPA consisting of the cities of Antioch, Brentwood, Pittsburg and the county of Contra Costa. Oakley incorporated as a city and joined the JPA in 1999. ECCTA provides over 1,000,000 trips each year to a population of nearly 330,000 residents in the 225 square miles of eastern Contra Costa County.

Pre-Proposal Conference

A pre-proposal conference will be held remotely, via Teams, at 10:00 a.m. local time, on Tuesday, October 14. All prospective proposers are encouraged to attend. Registration will be required prior to joining the conference and can be done by following the link:

[ECCTA Pre-Proposal Conference – Microsoft Teams](#)

Deadline for Receipt of Proposals

Proposals will be received by Eastern Contra Costa Transit Authority (ECCTA) until 5:00 p.m. local time, on Monday, November 17. Proposals may be submitted either via Bid Express or via mail to ECCTA's facility located at 801 Wilbur Avenue, Antioch, CA 94509. Proposals received after the said time or at any other place other than the time and place stated in this RFP will not be considered. Proposals must be received on the enclosed ECCTA proposal form with the required certification forms listed in the proposal documents. Proposals submitted on any other forms will be considered non-responsive and will be rejected.

Proposal Documents/ECCTA Representative

Copies of the RFP documents may be obtained from the following ECCTA representative:

Joe Chappelle
Manager of Administrative Services
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509
Fax: (925) 757-2530
procurement@eccta.org

Copies of the RFP documents may be obtained and submitted by visiting the following link: <https://www.bidexpress.com/businesses/72695/home>. New users to the Bid Express portal will be required to complete a free registration before receiving access to the RFP documents.

Copies of the RFP documents may also be obtained by visiting ECCTA's website at <https://trideltatransit.com/work-with-us/procurement/>

ECCTA may change the identity or contact information of the ECCTA representative at any time through the issuance of an addendum.

Following the closure of the proposal submittal period, ECCTA intends to procure the highest quality service possible for the best value possible.

All proposals must be furnished in accordance with the terms and conditions of the contract documents, including the Information for Proposers, General Conditions, Special Conditions, Scope of Work, and Proposal Form. All prospective proposers receiving proposal documents directly from ECCTA will be notified of all addenda and will receive copies.

Federal Requirements

This contract is subject to the receipt of financial assistance from the U.S. Department of Transportation (U.S. DOT), Federal Transit Administration (FTA) and local sales tax funds, and may also be subject to a grant contract between the Metropolitan Transportation Commission (MTC). The contract is subject to laws and regulations governing the use of such funds. Bidders will be required to certify that they have not been suspended or debarred from participation in federal or state funded contracts. Full compliance with applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations will be required of the successful bidder.

ECCTA has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. DOT, 49 Code of Federal Regulations (C.F.R.) Part 26, and as a recipient of federal financial assistance, ECCTA has signed an assurance that it will comply with 49 C.F.R. Part 26. As such, ECCTA hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this IFB, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit a bid in response to this request. ECCTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contracts or in the administration of its DBE Program or the requirements of 49 C.F.R. Part 26. ECCTA shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and

administration of U.S. DOT-assisted contracts. ECCTA's DBE Program, as required by 49 C.F.R. Part 26 and as approved by U.S. DOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to ECCTA of its failure to carry out its approved program, the U.S. DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Reserved Rights

ECCTA reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedure, to make any awards or any rejections in what it alone considers to be in the best interest of ECCTA, or to postpone the due date of proposals or award for any reason whatsoever in ECCTA's sole discretion. No proposer may withdraw its proposal for a period of 60 calendar days after the date of opening of the proposals. Each proposer will be notified of the award of contract, if an award is made.

Office of the Chief Executive Officer
October 3, 2025

Section 2

Key Proposal Dates

Key Proposal Dates

Transit Operations

RFP #2025-03

<u>Task</u>	<u>Date</u>
Request for Proposal issue date:	October 3, 2025
Pre-proposal conference (Virtual):	October 14, 2025 at 10:00 A.M. PT
Vendor clarifications/questions due date:	October 28, 2025 at 5:00 P.M. PT
Technical and Cost Proposal due date:	Monday, November 17, 2025 at 5:00 P.M. PT
If applicable, interviews with selected proposers:	Mid-November through Mid-January
Technical Review Committee recommendation:	Late January
ECCTA Board of Directors award contract:	Wednesday, February 25 at 4:00 p.m.

Section 3

Information for Proposers

Information for Proposers

Transit Operations

RFP #2025-03

Scope and Location of Work

The work to be performed under this contract consists of the furnishing of all labor, materials, tools, equipment, and services to handle the operation of its mobility services (including fixed route, paratransit, microtransit, and non-emergency medical transportation). Contract documents contain a complete description of the work. Work will be based out of ECCTA's facility at 801 Wilbur Avenue in Antioch, California.

Examination of Contract Documents/Notification of Errors

Each proposer shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any). Submission of a proposal shall constitute acknowledgment, upon which ECCTA may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve them of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

Additionally, proposers shall review the technical specifications and prior to submission of the proposal, report any errors and omissions noted by the contractor to ECCTA. The review by the contractor shall be confined to the contractor's capacity as a contractor and not as a licensed contractor.

It shall also be the proposer's responsibility to call to ECCTA's attention any missing pages in the contract documents, including the addenda. These items shall be brought to the attention of ECCTA, in writing, at least one week prior to the proposal due date.

Interpretation of Contract Documents

No oral representation or interpretations will be made to any proposer as to the meaning of the contract documents. Requests for interpretation shall be submitted through the Bid Express portal or made in writing and delivered to ECCTA on or before the time indicated in the Key Proposal Dates.

Emailed requests for interpretation should be emailed to procurement@eccta.org, with the subject heading "ECCTA Transit Operations 2025-03."

Interpretations, where necessary, will be made by ECCTA in the form of an addendum to the contract documents. Addendums will be sent as promptly as is practical to all parties to whom the proposal documents have been issued. All such addenda shall become part of the contract. Requests for information before the award of contract shall be directed to the ECCTA representative identified in the Notice Inviting Proposals.

Term and Time of Performance

Upon receipt of the Notice to Proceed or the date specified in the Notice to Proceed, the contractor shall immediately commence work on the project.

Pre-proposal Conference

A pre-proposal conference will be held at the time and place indicated in the Notice to Proposers and in the Key Dates section. Attendance at this conference is recommended but not required. The conference will be held via Teams and registration is required prior to attending. Registration can be completed by going to this link:

[ECCTA Pre-Proposal Conference – Microsoft Teams](#)

At the pre-proposal conference, ECCTA's Disadvantaged Business Enterprise (DBE) participation policy will be explained. While this contract has no specific DBE goals associated with this contract, ECCTA encourages the use of DBEs.

Questions about the proposal or exceptions/objections to the requirements of the proposal, including any objections to the terms and conditions of the contract, should be submitted in writing to the ECCTA representative prior to the meeting in order to provide ECCTA staff sufficient time to prepare responses.

Written questions submitted prior to, and questions raised at the conference, will be answered in a written addenda to the proposal and will be made available to all proposers regardless of whether they attended the pre-proposal conference.

Following the pre-proposal conference, ECCTA will make a list of all those to whom the proposal was furnished, as well as those attending the meeting, available to interested parties. Representatives of certified DBE firms will be identified on the list.

Proposals

General

Proposing firms must not be on the Comptroller General's list of ineligible proposers. The contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. DBEs will be afforded full opportunity to submit proposals in response to this RFP and will not be subjected to discrimination on the basis of race, disability, color, sex, or national origin in consideration for an award.

All proposals shall give, in the space provided, all other information requested therein, and shall be signed by the proposer, or an authorized representative, with their address. Proposals will be evaluated as provided in "Evaluation of Proposals" below.

Proposers must prepare and submit all required documents. Failure to properly complete and sign any forms may be cause for rejection of a proposal.

Format of the Technical Proposal, the Price Proposal and the Required Forms

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the project, and the proposer's proposed approach to meet the requirements of ECCTA. Information should be provided in a concise and well-organized manner. Submittals should not contain any unnecessary promotional material.

Physical copies of the proposal should be prepared in at least a 12-point font. All signatures on physical copies must be signed in ink and shall be made by an officer of the proposer with the authority to bind the proposer to the terms of the solicitation.

Content of Technical Proposal

To be considered, the technical proposal must address the requirements of the Scope of Work and shall include:

1. Letter of Introduction
2. Table of Contents
3. Team Organization and Management Plan
4. Company Qualifications, Experience and References
5. Key Personnel Qualifications and Experience
6. Financial Qualifications
7. Price Proposal
8. Other Required Information
9. Properly Executed Certifications
10. Identification of parts of the proposal that are proprietary
11. Listing of exceptions/objections

1. Letter of Introduction

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team.

2. Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

3. Team Organization and Management Plan

Proposers must receive ECCTA's Chief Operating Officer's consent before hiring applicants convicted of a felony within the last seven years to perform the services described in this RFP.

The team organization and management plan must identify key personnel and staff, including subcontractors, if any, who will be directly engaged in the performance of the work under the Agreement. It must outline the proposer's team's capacity to successfully perform the desired services and include the following:

- a. Organization chart showing the proposed team composition.

- b. Identification of any and all of the services listed in the Scope of Work for which the proposer intends to subcontract, including the intended subcontractor's name, location, key personnel, and their qualifications.
- c. Describe understanding of, and rationale for, proposed intended approach to providing the work required in the Scope of Work. The proposer must also address the following aspects of these procedures in its proposal:
 - i. Identification of Subcontractors – A proposer intending to use any subcontractor to perform any services must do so in accordance with the requirements of this RFP. Any and all subcontractors must be listed on the Prime Contractor and Subcontractor/Subconsultant/Supplier Report.
 - ii. Quality Control Plan – A description of how the proposer will ensure that the quality of work and service provided, either from the proposer or its subcontractors, is within the criteria set forth by ECCTA. The description should, at minimum, address the approach to quality, strategy development, data analysis, subcontractor management (if any), quality control of deliverables, schedule, budget compliance, staff management, and invoice preparation.
 - iii. Accounting System – A description of the proposer's accounting system and a description of the proposer's experience with public agency contracts. The proposer's accounting system must be modern, up to date, and have the ability to provide accurate information. A description of the financial controls in place to ensure high quality invoices and reports should also be included, as well as a description of the reporting structure and roles and responsibilities of staff working the in accounting department.

4. Company Qualifications, Experience and References

This section must provide information about the proposer's company, and outline its expertise and experience providing the Services listed in the Scope of Work. Proposers must:

- a. Have a least five years of experience providing fixed route public transportation services, either through themselves, their team members or their sub-contractors;
- b. Be substantially capable of providing the desired services as listed in the Scope of Work with its own staff;
- c. Have knowledge and understanding of applicable regulations and codes and be familiar with local conditions related to the project scope and work;
- d. Have accounting systems in place to adequately manage federally sponsored cost-type contracts;
- e. Have appropriate professional licenses to perform the work.

Proposers must provide a minimum of five and a maximum of ten references, within the past five years, of contracts held or completed that provided similar services as listed in the Scope of Work. Proposers must supply a brief description of the services provided, the timeframe the services were provided, and current contact information for the contract referenced.

Proposers may not use ECCTA as a reference.

If the proposers are a joint venture partner, this section must also contain a description of the organizational arrangement and roles and responsibilities between the firms, and submit sufficient evidence satisfactory to ECCTA that the proposer is in compliance with this section.

5. Key Personnel Qualifications and Experience

The current organizational structure includes:

- a. General Manager
- b. Assistant General Manager
- c. Safety Manager
- d. Training Manager

Proposers are welcome to propose a staffing structure that mirrors the current structure or suggest a different configuration that best meets the goals of the contract. However, all proposals must clearly identify the positions which will serve in the roles listed above, or their equivalent. The proposal must clearly identify the individual who will serve in the General Manager role, and outline their qualifications for that position. If a proposer intends to hire staff of ECCTA's current contractor for any of these positions, this must be indicated in the proposal. (see Attachment C, Key Position Roles and Responsibilities, for more information about these positions)

Proposers must not submit managers for consideration unless these individuals are expected to be available for the entire contract period on a full-time basis. These individuals must also be available for interviews during the selection process. Also, these individuals shall perform no other work during the contract's period of performance, and thus solely work on this contract.

ECCTA reserves the right to reject management candidates for the positions listed above without nullifying a proposer's proposal. Throughout the term of the agreement, in the event of a vacancy in one of the listed positions, ECCTA reserves the right to interview and approve candidates.

If the proposer desires any modifications to the management structure described in this section, the Proposer must clearly describe the proposed modifications in its proposal and the Price Proposal Form(s).

In addition to the four positions (or the proposer's equivalents) identified above, "Key Personnel" are individuals essential to the successful completion and execution of the services called for in this RFP. Key Personnel must be available for the duration of the engagement and may not be substituted by the contractor without prior written approval by ECCTA. Substitution of Key Personnel without prior written approval by ECCTA will constitute a breach of the Agreement. ECCTA reserves the right to direct the removal of any individual, including Key Personnel.

Each proposer must submit resumes of Key Personnel and an organization chart that identifies the proposed team's structure and reporting responsibilities. If the proposer is a multi-firm team, describe the organizational arrangement and roles and responsibilities

between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.

This information must include sufficient satisfactory evidence to demonstrate that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the services listed in the Scope of Work. Proposers must describe the depth and quality of previous experience and number of years providing similar services for all proposed Key Personnel.

6. Financial Qualifications

Each proposer must possess sufficient financial strength, resources and capabilities to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by the proposer's financial statements (Income Statements and Balance Sheets only) for the previous three years. Financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located and audited by an independent certified public accountant. Proposers must state how the desired financial information will be provided for review by ECCTA.

In addition, proposers must demonstrate their ability to obtain bonding and insurance coverage that meets the minimum requirements of this RFP, as evidenced by a letter, or a certificate, from an underwriter confirming that the proposer can be insured for the required amounts. At ECCTA's discretion, proposers who are involved in current or pending bankruptcy proceedings may be rejected.

7. Price Proposal

Costs included on the Price Proposal form shall include, but not be limited to, labor, materials, supplies, taxes, overhead, insurance, and profit. The contract will be reimbursed on a two-tier formula that includes payment of a:

- Fixed monthly rate
- Fixed hourly rate for vehicle hours. Definitions of vehicle hours are:
 - Fixed route – gate-to-gate. Total hours – hourly rate to include deadhead time as well as traditional revenue time.

Failure to complete the price proposal form will result in the proposal being determined to be non-responsive.

8. Other Required Information

a. Bus Bridge and Supplemental Services

ECCTA is a member jurisdiction of the NIMS (National Incident Management System) and SEMS (State Emergency Management System) and as such is required to provide mutual aid if called upon. Mutual aid shall consist of, but not be restricted to, service provision, staff assistance, and related duties in connection with transportation services required for mass transportation in the event of a declared emergency. Additionally, ECCTA provides bus bridge support for regional transit agencies as circumstances require and resources allow. Proposers shall be expected to provide support for such requests.

b. Employee Conditions

The proposal should describe specific aspects of the CBA which the proposer intends to significantly change, through negotiations, if any. Please include any incentive, motivational, or awards programs the proposer intends to implement.

c. Job Classifications and Wage Scales

Proposer must submit a detailed breakdown of staffing, including job classifications, brief descriptions, actual wage ranges, and the number of employees in each job classification.

d. Requirements Regarding Current Employees

i. *California Labor Code Section 1070, et. seq.*

Proposer shall describe hiring policies and procedures, including approach and philosophy to minimize employee turnover and to maintain a stable work force.

Additionally, the contractor and its subcontractors are responsible for full compliance with California Labor Code Section 1070, et seq. This law establishes incentives to those submitting proposals for public transit service contracts that will retain qualified employees of the prior contractor or its subcontractor to perform the same or similar work for a period of at least 90 days. These incentives protect qualified public transit employees against significant economic dislocation.

Pursuant to the law, the Proposer must declare in its proposal whether or not it and its subcontractor(s) will retain the employees (as defined by California Labor Code Section 1071(d)) of the prior contractor or subcontractor(s), except for reasonable and substantiated cause, for a period of at least 90 days. ECCTA will give a 10% preference to any proposer that declares that it will retain such employees. The contractor and its subcontractor(s) that declares it will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained and in the event fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification.

Nothing in California Labor Code Section 1070 et seq. requires the contractor or subcontractor(s) to pay the same wages or offer the same level of benefits provided by the prior contractor or subcontractor(s). The contractor will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

Within three business days after the Agreement has been awarded, the prior contractor shall provide to the contractor the name, address, date of hire, wage, benefit level, and job classification of each employee employed at the locations covered by the prior contractor's contract. ECCTA shall notify the prior

contractor and its subcontractor(s) of the identity of the contractor and its subcontractor(s) as soon as practicable to facilitate the transfer of this information.

In order to facilitate the provisions of the law, ECCTA requires that upon the commencement of the Agreement and throughout the full term of the Agreement, that the contractor maintain a list of all employees providing the services required under the Agreement, which includes the information above and must indicate which employees were employed by the prior contractor and its subcontractor(s), if any. The contractor and its subcontractor(s) must also maintain a list of all employees of the prior contractor and its subcontractor(s) that were not retained by the contractor, and such list must indicate the reasons why such employees were not retained.

Upon request from ECCTA, the contractor and its subcontractor(s) must provide such lists to ECCTA within 10 days of such request. ECCTA has the ability to request such lists throughout the term of the Agreement.

The contractor shall be responsible for defending, and shall hold ECCTA harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070 et seq., whether made by the contractor's own employees, the employees of its subcontractor(s), or employees of the prior contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of employees hired to work for the contractor as of the effective date of this Contract. This indemnification obligation will survive the termination or expiration of the Agreement.

Notwithstanding any other provision of the Agreement, no cost of liability for which contractor is responsible under this paragraph shall be deemed an allowable cost payable to the contractor or claim or liability for which the contractor is entitled to indemnification or reimbursement from ECCTA. The contractor shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Agreement.

At least six months before the end of the initial term of the Agreement, and at the end of each option term, if exercised, the contractor and its subcontractor(s) shall provide ECCTA a list of employees working at ECCTA location(s). This list of employees shall indicate the length of service of each employee, their job title and description, and their current wages/salary. This information may be distributed by ECCTA to future proposers for a new contract that will commence whenever the current contract term ends. The contractor and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee

list has been submitted. The contractor's and its subcontractors' obligation to provide monthly updates of the employee lists will last until the end of the contract term. If a new contract is awarded to a different contractor at the end of the contractor's Agreement, the contractor must provide to the new contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed at the contractor's locations covered by the contractor's contract within three working days after the contractor has been notified by ECCTA of the identity of the new contractor. Any outstanding payments due to the contractor, including but not limited to, the final payment, will not be processed until the contractor and its subcontractor(s) comply with all requirements described in this Section. ECCTA shall have the right, in its sole discretion, to reject or require the removal of, either temporarily or permanently, by notice to the contractor, any operator furnished by the contractor, including any operator previously furnished by the contractor and accepted by ECCTA. With respect to the service provided under this Agreement, the contractor shall promptly replace any operator not acceptable to or rejected by ECCTA.

ii. Driver Training and Retention

Proposer must submit a description of hiring and formal training programs for drivers. Proposer must also submit a sample curriculum that fully satisfies the minimum requirements described in the Scope of Work and in Attachment E. Proposer should identify training personnel and their experience relevant to this contract. This plan must include principles and values detailed in the ECCTA Customer Relations Program. Proposer should take special care to provide sensitivity and safety training on an ongoing basis. Proposer should include a proposal for promoting ongoing retention of drivers in a competitive labor environment. ECCTA reserves the right to reject or recommend changes to Proposer Training and Retention Plans

iii. Customer Relations Orientation Program

Proposer must submit written Customer Relations Orientation program(s) including a sample curriculum detailing how Proposer intends to train new

Supervisors, Dispatchers/Schedulers, and Vehicle Operators on ECCTA routes, schedules, information procedures, emergency procedures, ITS systems, fare collection systems, radio techniques, telephone etiquette, operating and fare policies, etc. This program should be built upon the ECCTA Customer Relations Program, which is provided as Attachment G, and should provide a minimum of forty (40) hours of formal training for these employees. On a quarterly basis, Proposer must provide a list of which employees received the training. ECCTA reserves the right of approval of the Customer Relations Orientation program.

iv. *Safety, Security Programs, and Risk Management*

Proposer must submit a description of the formal safety programs Proposer intends to implement to encourage safety in the operations of this system. Additionally, Proposer must submit a description of practices used by the Proposer's employees in handling routine incidents and accidents as described in the Scope of Work.

v. *Declared Emergencies Plan*

Proposer must submit a plan detailing the series of steps to be followed to properly notify bus operators and maintenance staff in the event of a declared emergency. As described in the Scope of Work, operators and maintenance personnel have key roles to fill in emergency situations.

vi. *Performance Monitoring and Quality Control Program*

Proposer must submit a list of performance monitoring measures and programs. Special attention should be made to compliance with the Americans with Disabilities Act (ADA). Measures included should build upon and be over and above ECCTA's Service Incentives and Penalties.

vii. *Plan and Schedule for Assumption of the System Operations*

Proposer must submit a detailed transition plan and schedule to assume the operation of the system from the current contractor. This plan should include all activities necessary for the smooth transition and operation of all services provided.

viii. *Road Supervision, Vehicle Dispatching, and Scheduling*

Proposer must submit a detailed description of the formal procedure and schedule for road supervisory, vehicle dispatching and scheduling personnel as described in the Scope of Work. Given ECCTA's implementation of its robust ITS program, the plan should describe how road supervision is transitioned to maximize the use of this tool. Also, the plan must describe any other functions that will be assigned to road supervisors. ECCTA expects road supervision during all service hours. ECCTA staff are interested in creative ways to manage the day- to-day operations when buses or routes are significantly behind schedule (more than the route's headway late). Intervening measures should take place at the route terminus whenever possible.

ECCTA believes that the service benefits from promotion within the organization for Road Supervision and Dispatch/Scheduler positions. Within the detailed description, Proposer shall present a plan that ensures that Road Supervision and Dispatch/Scheduler wages and benefits are attractive enough for existing operators to aspire to rise within the organization. ECCTA places an emphasis on the promotion of internal candidates to

middle management (Road Supervision, Dispatcher, and Scheduler) positions to capitalize on the knowledge attained during the employee's period of service.

ix. Intelligent Transportation Systems

As discussed above, ECCTA owns several pieces of ITS technology for use in service provision. Proposer shall describe, in detail, their firm's experience and knowledge of these technologies and their intended uses. Proposer must further describe how Proposer intends to maximize use of these tools to positively impact customer service. If Proposer wishes to use its own technology, Proposer must provide a rationale and justification. If there are any potential ECCTA cost-savings with utilizing a Proposer's own technology, please include that information. ECCTA data that is entered into or generated from a non-agency owned technology shall become the property of ECCTA.

x. Innovative Ideas

Proposers should describe any innovative programs and how they believe those innovations set them apart from the competition. Proposers should also include documentation from their experience which shows how innovation has led to measurable improvements in service delivery and cost containment. If non-traditional innovations require that certain requirements in this RFP would be difficult to meet, the Proposer should specifically describe those difficulties and how the Proposer intends to address them. In particular, proposers should identify how their proposal will help ECCTA achieve its objectives.

xi. Performance Security and Insurance

Upon execution of the Agreement, the contractor shall furnish, at its own expense, a Performance Bond in a form satisfactory to ECCTA (see Section 8) as a guarantee of good faith on behalf of the contractor that the terms of this contract shall be complied with in every particular. This Performance Bond shall be in the amount of \$1,000,000 issued by an admitted surety insurer authorized to transact surety business within the State of California.

Alternatively, the contractor may provide ECCTA with a Certified or Cashier's Check from a solvent bank or an Irrevocable Standby Letter of Credit issued by a financial institution acceptable to ECCTA for the required amount.

The Performance Security shall remain in full force and effect for the entire term of the contract, including option terms if exercised. The contractor must obtain ECCTA's written consent to any substitution of surety, and ECCTA reserves the right to reject a proposed substitution.

Proposer must include with its proposal a letter from a surety providing evidence that the Proposer has the ability to obtain the required performance security.

Proposer should also include with its proposal a letter from its insurer evidencing that the Proposer has or can obtain the insurance required in the Sample Agreement.

9. Properly Executed Certifications

All properly executed certifications in Section 8 of this RFP and:

- If the proposal is made by a partnership or joint venture:
The signature, printed name, title, and company name of at least one of the general partners. Additionally, the proposal shall include a notarized Power of Attorney form which certifies that the individual(s) signing the proposal have the authority to sign the cost proposal form and to bind the partnership or joint venture.
- If the proposal is made by a corporation:
The signature, printed name, and title of at least one officer authorized to sign on behalf of the corporation.

The state under the laws of which the corporation is incorporated must be indicated. Additionally, the proposal shall include a notarized Power of Attorney form which certifies that the individual(s) signing the proposal have the authority to sign the cost proposal form and to bind the corporation.

10. Proprietary Information

Proposers are to identify all parts of the proposal the proposer considers proprietary and include written justification for the claim, as the proposal could be made public as a result of Freedom of Information Act requests.

If the proposer submits a proposal containing proprietary information, it must also prepare and submit a version of the proposal that redacts or otherwise removes all proprietary information. The redacted proposal must be identical to the original proposal other than the redactions of proprietary information.

11. Exceptions/Objections

Proposers should make a statement listing any exceptions/objections to the requirements of the RFP. This shall include any objections to the terms and conditions of the contract between the successful proposer and ECCTA. Failure to specify any exceptions or objections to the requirements, and/or the terms and conditions, of this RFP will constitute acceptance of ECCTA's requirements.

Content of Price Proposal

To be considered, the price proposal must address all requirements of the Scope of Work.

Proposal Prices

Proposal prices shall include everything necessary for the completion of, and fulfillment of, the contract including, but not limited to, furnishing all transportation, materials, equipment, tools, and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. In the event that the indicated sum of any column of figures is incorrect, the correct sum shall govern and the correct sum shall be deemed the amount indicated.

Proposal prices shall include all applicable federal, state, and local taxes. Upon award of contract the contractor shall submit to ECCTA a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification.

All proposal prices shall include freight (FOB) to the designated delivery point. ECCTA will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

To be considered, the price proposal must address the requirements of the Scope of Work and shall include:

- A properly completed and signed Proposal Cover Form located in Section 7 of the RFP.
- A properly completed Price Proposal Form located in Section 7 of the RFP.

Any price proposal submitted on any other form will be considered non-responsive and will be rejected. The price proposal shall give all information requested. Any price proposal with blank spaces will be considered non-responsive and will be rejected.

Proposal Submission Procedures

All proposals shall be completed and submitted on the Bid Express portal and one hard copy of the proposal shall be enclosed in a sealed envelope or package, labeled and delivered to the ECCTA at the place, and on or before the time, indicated in the Notice Inviting Proposals. Proposals received after this time, or at any other location, will not be considered. ECCTA shall not be responsible for the failure of mailed, delivered, or submitted proposals to actually be received by ECCTA by the time due on the date due. **Technical problems with submission at the Bid Express portal shall be directed to Bid Express Customer Service.** No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered.

Mailed hard copies of a proposer's technical and price proposal must be submitted as follows:

1. One original proposal with required signatures in ink by an officer of the proposer with the authority to bind the proposer to the terms of the RFP submitted in a securely sealed envelope marked as follows:

ORIGINAL: RFP 2025-03 TRANSIT OPERATIONS – Technical and Price Proposal

If applicable, one redacted hard copy must also be submitted, in securely sealed envelope, marked as follows:

REDACTED: TRANSIT OPERATIONS – Technical and Price Proposal

A hard copy of the proposer's technical and price proposals and an electronic copy of both submitted on the Bid Express portal must be received by ECCTA or the proposer's submission will be considered non-responsive.

Inquiries over the phone for clarification, interpretation, submission, or other proposal-related matters will not be answered outside the issuance of an addendum. Inquiries about proposal results will not be answered prior to contract award. Proposal forms received after the designated time will not be accepted. Proposers and their authorized agents may be invited to attend an interview.

No proposer may withdraw its proposal for a period of 60 calendar days after the proposal due date.

ECCTA reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of ECCTA, and to waive any informalities or irregularities in the proposals.

Addenda

Each proposal shall include specific acknowledgment (in space provided) of the receipt of all addenda issued during the proposal period. Failure to so acknowledge all addenda may result in the proposal being rejected as non-responsive.

Evaluation of Proposals

General

ECCTA will select a firm based on how well the contractor's proposal conforms to the solicitation and represents the best value to ECCTA. If ECCTA does not choose to make a selection based on initial proposals, ECCTA may conduct discussions with those proposers it determines to be within the competitive range, and to allow such contractors to submit final proposal revisions.

A technical review committee will conduct an in-depth evaluation of the technical proposal, the price proposal, and the interview (if applicable). To determine the degree of responsibility to be credited to the proposer, ECCTA will weigh any evidence that the proposer has performed satisfactorily on other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the work. ECCTA shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.

During the evaluation, the technical review committee may, at its option, initiate discussions with proposers for the purpose of clarifying aspects of the proposals; however, proposals may be accepted and evaluated without such discussion. Discussions may not be initiated by the proposers.

During this period, the technical review committee will contact references listed by the proposer as well as conduct industry research about the proposer.

If the technical review committee finds the proposal and the proposer to be materially compliant with the requirements of the RFP, the proposer may be invited to an on-site interview that may be conducted at the ECCTA facility, or may be conducted virtually via Zoom.

Evaluation of Proposals

ECCTA's technical review committee will employ the following selection criteria:

Capability and Experience (20%)

ECCTA will evaluate the proposer's capability and experience to provide the services listed in the Scope of Work by considering:

- The overall quality and extent of the Proposer's experience in fixed-route, paratransit, non-emergency medical transportation, and micro-transit operations and its demonstrated capability and performance with similar projects, including the Proposer's record for on-time performance, years of experience providing public transportation services, knowledge and familiarity with applicable codes, regulations, and local conditions, possession of appropriate professional licenses to perform the work, and financial qualifications.
- The Proposer's safety record.
- The suitability of the Proposer's Quality Control Plan and accounting system.
- The Proposer's overall ability to meet ECCTA's performance requirements. This factor may include a review and consideration of client references and past performance.

Approach to Scope of Work (15%)

ECCTA will evaluate the proposer's understanding of and approach to the project based on the overall soundness and tenability of the proposal.

Local Project Team Management and Technical Competence (15%)

ECCTA will evaluate the quality of the proposer's key personnel and its technical and support resources to ensure satisfactory performance of all services. This will include the review and evaluation of:

- The proposed Key Personnel and the proposed management team.
- The commitment of the Key Personnel to the project.
- The proposer's approach to management of the services, including the organization chart.
- The proposer's strategies or concepts for enhancing service quality, productivity, safety and performance.

The proposer's plan for using corporate resources to enhance the services it provides for ECCTA. This factor may include a review and consideration of client references and past performance.

Price Proposal (25%)

Proposers should fully support all price elements and provide detailed justification for all cost drivers. Proposers should also identify any assumed operating efficiencies, market conditions, and specific cost controls that if not fully realized would render the price proposal unsustainable.

ECCTA intends to procure the highest quality product possible for the best value possible.

Commitment to the Existing Workforce (10%)

As required by California Labor Code Section 1072, Proposers must state whether or not they will retain the employees of the prior contractor for a period of not less than 90 days. ECCTA shall award 10 points to any Proposer who agrees to retain the employees of the prior contractor. Partial points will not be awarded in this section.

Innovation in Service Delivery (15%)

ECCTA will evaluate the Proposer's ability to enhance operations and maintenance through innovative practices, cutting-edge technology, and empowering frontline employees in the following areas that may not be readily quantified on the Price Proposal. These may include, but are not limited to:

- a. Technological Integration: The Proposer's ability to integrate advanced technologies to improve service efficiency, reliability, and customer satisfaction. This includes the use of real-time data analytics, predictive maintenance systems, and advanced scheduling software.
- b. Industry Best Practices: The Proposer's implementation of industry best practices in transit operations. This should encompass strategies that have been successful in similar transit agencies and can improve service delivery.
- c. Communication Plan: The Proposer's plan to establish a robust communication system for frontline employees. This should include the use of a communication portal that allows employees to easily submit requests, provide feedback, and access important information.

The technical review committee may use numerical scores in applying the evaluation criteria. The significance of the difference in numerical scores is not the numerical difference itself and is based on the considered judgment of the technical review committee.

Thus, proposals with essentially equal total scores may be deemed significantly different because of the significance of differences in scores on individual evaluation criteria. Likewise, proposals with substantially different total numerical scores may be deemed essentially equal.

ECCTA has attempted to state the evaluation criteria in a manner that makes the relative importance of each criterion readily apparent. Any prospective proposer that is unsure about the meaning or relative importance of an evaluation criterion should request clarification as soon as possible.

Interviews

Proposers might be invited to meet with the ECCTA evaluation committee. ECCTA intends to procure the highest quality service possible for the best value possible. At this time, proposers should clarify their proposals, demonstrate a clear understanding of the RFP, ECCTA's organization and respond to any

questions the interview panel may have. Proposers will be allotted no more than 40 minutes for a presentation. The presentation will be followed by a 10-minute break, followed by a question and answer period lasting no more than 30 minutes. Questions should be answered by someone that has the authority knowledge to answer any question asked.

Negotiations

ECCTA may accept the proposal, or may negotiate with the highest-ranked firms, the terms and conditions of the Agreement and/or the firms' cost proposal including, but not limited to, the proposed hourly labor rates, overhead rates, profit, fees, and/or billing rates as applicable. ECCTA reserves the right to request revised and/or best and final offers (BAFOs) from those firms, and the right to award an Agreement without conducting interviews or negotiations.

Modification of Proposals

Modification of a proposal already received will be considered only if the modification is received prior to the time established for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

Postponement of Due Date

ECCTA reserves the right to postpone the date and time for receiving the proposals at any time prior to the date and time established in the Notice Inviting Proposals.

Protest Procedures

These procedures will apply to all procurement actions whether by sealed bid, request for proposal or sole source and regardless of the stage of the procurement process at which the protest is filed.

Protest Before Proposals Due

Protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, 10 business days prior to the proposal due date. A detailed description of the facts underlying the protest plus any supporting documentation must be included with the written protest. The protest must be submitted to the ECCTA representative identified in the Notice Inviting Proposals.

Protest of Award

A proposer may file a protest with ECCTA alleging a violation of applicable federal or state law relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be submitted to the ECCTA representative identified in the Notice Inviting Proposals no later than three business days after the date of the notice of intent to award of the contract by ECCTA.

The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest, including references to the specific portion(s) of all document(s) that form the basis for the protest and all supporting documentation. The protest must state the form of relief requested. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.

The protest must contain the RFP solicitation number and title under which the protest is submitted, and must include the name, address, and telephone number of the person representing the protesting party, and the signature of the protester or authorized representative of the protester.

The written decision of the ECCTA representative or designee on the protest shall be served upon the protesting proposer and any proposer subject to the protest within five business days of receipt of the protest. The ECCTA representative or designee may extend the five business days if necessary to review additional information requested from any proposer or otherwise received.

If the subject matter of the project is receiving any state or federal funds which require a protest procedure different than the procedures stated above, then that protest procedure shall control.

The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. A proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the proposal protest, including appealing the ECCTA representative's decision, filing a Government Code Claim or other legal proceedings. A proposer may not rely on a protest submitted by another proposer, but must timely pursue its own protest.

Appeal of Decision

If any proposer is not satisfied with the decision of the ECCTA Representative, the proposer may appeal the decision, in writing, within three business days to ECCTA's CEO:

Office of the CEO
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509

The CEO shall investigate and shall respond in writing, within five business days, specifying any differences between their findings and those of the Manager of Administrative Services. The CEO shall state the action to be taken by ECCTA or the fact that no action shall be taken. The decision of the CEO is the final decision of ECCTA.

Public Records Act Requests

In accordance with the California Public Records Act, ECCTA will make available to the public all correspondence and written questions submitted during the proposal period, all proposal submissions opened in accordance with the procedures set forth herein, and all subsequent proposal evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise require by law, ECCTA will not disclose trade secrets or proprietary financial information submitted by proposers that has been designated as confidential by proposers. Any such trade secrets or proprietary financial information that the proposer believes should be exempted from disclosure shall be specifically identified and marked as such and included in a separate redacted proposal document. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.

The proposer will, at its sole expense, take all appropriate legal action and defend ECCTA's refusal to produce the information in all forums; otherwise ECCTA will make such information available to the extent required by applicable law, without restriction.

Information disclosed in the opened submissions are the property of ECCTA unless the proposal makes specific reference to information that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

Section 4

General Conditions

General Conditions

Transit Operations

RFP #2025-03

Interpretation of Contract Documents

Intent of Contract Documents

The intent of the contract documents is to prescribe the details for the completion of the work which the contractor undertakes to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

Unless otherwise specified, the contractor shall furnish all labor, material, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

Coordination of Contract Documents

The Information to Proposers, General Conditions, Special Conditions, Scope of Work, and all other documents required by the RFP are essential parts of the contract. The documents are intended to be complementary, and a requirement occurring in one is binding as though occurring in all.

In the case of discrepancy or ambiguity in the contract documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying
2. Contract (sample included in Section 10 of this RFP)
3. Special Conditions and Scope of Work
4. General Conditions and Information to Proposers

Any conflict between a bill or list of materials shown in the contract documents and the actual quantities required to complete the work required by contract documents, will be resolved in favor of the actual quantities.

Approximate Quantity Estimate

The quantities given in the proposal and contract forms are approximate only, being given as a basis for the comparison of proposals, and ECCTA does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by ECCTA.

General

Rendition of Services

By submitting a proposal, the proposer agrees to undertake, carry out, and complete all work established in a professional and timely manner satisfactory to ECCTA standards as described in this RFP.

Release of Information

Neither the successful contractor nor any unsuccessful proposer shall release any reports, information, or promotional materials prepared in connection with a contract award without obtaining prior permission from ECCTA.

Prohibited Interest

By submitting a proposal, the proposer represents and warrants that neither the CEO, nor any director, officer, agent nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of the proposer.

If any such interest comes to the knowledge of the proposer at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

No member, officer, or employee of ECCTA or of any of its member jurisdictions during their tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

No member or a delegate to the Congress of the United States shall be admitted to any share or part of the contract awarded under this proposal or to any benefits arising therefrom.

Proposer's Status

Neither the proposer nor any party contracting with the proposer shall be deemed to be an agent or employee of ECCTA. The proposer is and shall be an independent contractor, and the legal relationship of any person performing work for the proposer shall be one solely between said parties.

Ownership of Work

All reports, drawings, plans, specifications, and other materials prepared, or in the process of being prepared, for the services to be performed by the proposer shall be and are the property of ECCTA, and ECCTA shall be entitled access to, and copies of, during the progress of the work.

In the event that the work which is the subject of the contract is not completed, for any reason whatsoever, all designs and materials generated under this contract shall be delivered as ECCTA may direct.

Proprietary Information

Proposers are to identify all parts of the proposal the proposer considers proprietary and include written justification for the claim, as the proposal could be made public as a result of Freedom of Information Act requests.

Insurance, Bonds and Indemnity

Insurance Requirements

Insurance Certificates, Riders, Stipulations

The successful contractor shall furnish original certificates of insurance showing a commencement date no later than the effective date of the contract. The insurance shall be in compliance with the stipulations outlined in the scope of work.

With respect to all coverages, the certificates of insurance shall include a stipulation that the insurer will notify ECCTA no less than 30 calendar days prior to any change, termination or cancellation of the insurance policy or coverages provided under such policy.

With respect to all coverages, the certificates of insurance shall indicate that ECCTA, its directors, officers, agents, and employees are additional insureds under said policies and that the contractor's policies are primary and no insurance of ECCTA shall be called upon to contribute to any loss up to the limits of contractor's policy.

The contractor shall furnish an original fidelity bond of \$50,000 as required in the Contract.

The contractor shall indemnify, keep and hold harmless, ECCTA, its directors, officers, agents, employees, and member jurisdictions against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or its employees, and the contractor shall, at its own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expense arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against ECCTA in any such action, the contractor shall, at its own expense, satisfy and discharge the same.

Worker's Compensation

The contractor and subcontractors, at their own cost and expense, shall carry and maintain Statutory Worker's Compensation Insurance and Employer's Liability Insurance with limits not less than \$5,000,000 with an insurance carrier that is satisfactory to ECCTA that has a Best's rating of no less than A: VII.

General Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$15,000,000 per occurrence combined single

limit coverage. Such coverage shall include, but shall be not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under the contract. The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to ECCTA 30 calendar days prior to cancellation or material change. The following endorsements shall be included with the policy:

- The policy shall cover on "an occurrence basis."
- The policy shall cover personal injuries as well as bodily injuries. The exclusion of contractual liability must be eliminated from personal injury endorsement.
- The policy shall cover contractual liability insuring the obligations assumed by contractor under the contract.
- ECCTA, its officers, agents, and employees shall be named as additional insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance held by ECCTA will be called upon to contribute.

Vehicle Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$15,000,000 combined single limit. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles, as well as bodily injury, property damage, collision and comprehensive, and include coverage for damage to ECCTA vehicles. **Coverage shall also cover ECCTA employees driving ECCTA-owned vehicles.**

The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to ECCTA 30 calendar days prior to cancellation or material change.

All Risk Property Insurance

The contractor and subcontractors, at its own cost and expense, shall maintain insurance coverage for full replacement cost on the contractor's tools, equipment, or other property whether it is owned or leased, brought onto ECCTA property, or used in connection with the project. The insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Separation of Insureds

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies had been issued to each insured.

2. Additional Insured Status

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising, directly or indirectly, out of work, operations, services, acts, errors or omissions in performance by or on behalf of the contractor, including services, materials, parts or equipment furnished in connection with such work or operations. General liability coverage must be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms, if later revisions are used).

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the vehicle liability policy with respect to liability arising out of contractor's use of vehicles in connection with this RFP.

3. Primary Coverage

For any claims related to this contract, the contractor's insurance coverage shall be primary and noncontributing insurance as respects ECCTA and its respective officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ECCTA and its respective officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

4. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 calendar days' notice to ECCTA by certified mail. The contractor shall obtain an endorsement to each policy required by this RFP reflecting the contract by the insurer to provide such notice. In addition, the contractor is responsible to notify ECCTA within 5 business days of any cancellation, non-renewal, reduction in limits, or material change that affects required insurance coverage.

5. Waiver of Subrogation

The contractor will grant to ECCTA a waiver of subrogation of any right to subrogation which any insurer of said contractor may acquire against ECCTA and its respective officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance, including the coverages required in this RFP.

The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ECCTA has received a waiver of subrogation endorsement from the insurer.

6. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by ECCTA. ECCTA may require the contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense

expenses within the retention. Any deductibles or self-insured retention shall be the responsibility of the contractor to satisfy.

7. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to ECCTA.

8. Verification of Coverage

The contractor shall furnish ECCTA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance requirements. The certificates, endorsements and applicable policy language to be provided must include proof of (1) the coverages required; (2) the required limits; (3) separation of insureds; (4) additional insured status; (5) primary coverage; (6) notice of cancellation; and (7) waiver of subrogation. All certificates and endorsements are to be received and approved by ECCTA before work commences, and must be provided annually thereafter for the duration of the contract. However, failure to obtain the required documents prior to the work beginning or thereafter shall not waive the contractor's obligation to provide them. ECCTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Indemnity

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the contractor shall defend, indemnify, and hold harmless, ECCTA and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, project manager and each ECCTA representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of the contractor, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from ECCTA's sole negligence, willful misconduct, or active negligence.

With respect to third-party claims against the contractor, the contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against ECCTA and each of its officers, officials, employees, consultants and agents including, without limitation, ECCTA, the governing board, project manager and each ECCTA representative. ECCTA shall provide timely notice to the contractor of any third-party claim relating to the contract documents, in accordance with Public Contract Code section 9201.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the contractor, its subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout contract documents shall apply even in the event of breach of contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of contract documents. If the contractor fails to perform any of these defense or indemnity obligations, ECCTA may in its discretion back charge the contractor for ECCTA's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

Commencement of Work

Notice to Proceed

As soon as practical after execution of the contract, and after receipt of acceptable insurance certificates by ECCTA, a written "Notice to Proceed" will be mailed to successful proposer. The effective date of the notice to proceed will be the date stated in the notice.

Changes

General

ECCTA reserves the right to make such alterations, deviations, additions to or omissions from the contract documents, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed necessary or advisable and to require such extra work as may be determined by ECCTA to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by ECCTA.

All changes in the work shall be made as provided in the contract documents. Notice is hereby given that under certain circumstances, changes may require the approval of the legislative body, and may further require notice to affected property owners and the conduct of a public hearing.

Extra Work

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a proposal price. The contractor shall do no extra work except upon written order from ECCTA. Compensation for authorized extra work will be paid as previously agreed upon in writing.

Owner Rights

Authority of ECCTA

ECCTA shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and loss of progress of the work; all questions which may arise as to the interpretation of the technical specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; and all questions as to compensation. ECCTA's decision shall be final and shall have authority to enforce and make effective such decisions and orders which the contractor shall carry out promptly.

Risk of Loss

All loss of damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the supplies, materials, or equipment, or from any act or omission not authorized by the contract documents on the part of the contractor or any agent or person employed by it, shall be sustained and borne solely by the contractor.

Compliance with Applicable Laws and Regulations

The contractor shall keep fully informed concerning all requirements of law including, but not limited to, all federal, state, and local laws, regulations, and ordinances which affect the performance of work under the contract.

The contractor shall at all times observe, and shall cause all employees and subcontractors to observe, all such requirements of law and shall protect, indemnify, and hold harmless ECCTA, its directors, officers, agents, and employees against all claims and liabilities arising from, or based on, the violation of any such requirement of law whether by the contractor or their employees or subcontractors.

If any discrepancy or inconsistency is discovered in the contract documents of the work in relation to any such requirements or laws, the contractor shall immediately report the same to ECCTA.

The contractor shall, if requested by ECCTA, provide certification and evidence of such compliance. If any part of the contract documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.

Prior to award of a contract, the proposer shall furnish upon ECCTA's request verification of payment to its employees California's minimum wage as required by law. In addition, upon ECCTA's request, the proposer shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.

Labor

Fair Employment Practices: California State Fair Employment Housing Act

The contractor shall comply with the State Fair Employment and Housing Act (California State Government Code Sections 12900 through 12996), and the regulations promulgated by the California State Fair Employment and Housing Commission to implement said Act.

The contractor shall comply with Section 1735 of the California State Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works in violation this section is subject to all the penalties imposed for a violation of this chapter.”

The contractor shall include, and shall cause all sub-contractors to include, the provision of California's Fair Employment Practices Article in every subcontract entered into, related to this contract.

The contractor shall complete and submit with Proposal documents the “Fair Employment Practices Certificate” form in Section 8 of this RFP.

Nondiscrimination

In the performance of the contract, the contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, sex, gender, sexual orientation, gender expression, gender identity, religious creed, age, medical condition, disability, genetic information, marital status, or military and veteran's status in any manner prohibited by law.

The contractor shall take affirmative actions to ensure that applicants are hired and that employees are treated during employment in accordance with this non-discrimination obligation.

Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this article.

Violation of the State Fair Employment and Housing Act

Upon finding a violation of the California State Fair Employment and Housing Act by contractor, or a finding in a final judgment by a court of competent jurisdiction in an action to which contractor is a party, that contractor has unlawfully discriminated against any employee or applicant for employment, ECCTA will notify contractor that unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, contractor's right to proceed with the work may be suspended or terminated, in whole or in part. ECCTA will deem a finding of violation of the California State Fair Employment and Housing Act to have occurred in performance of this contract upon receipt of written notice from the California State Fair Employment and Housing Commission that it has investigated and

determined that contractor has violated this act in performance of this contract, and that said Commission has issued a final order under California State Government Code Section 12970 or obtained a final judgment under California State Government Code Section 12973; provided, however, that for purposes of this Fair Employment Practices Article, a judgment, order or injunction shall not be considered final: (a) if, and for the period that, the same is stayed or subject to further administrative or judicial review, or (b) if the same is vacated, reversed or set aside in whole or in substantial part as a result of subsequent administrative or judicial proceedings.

Contractor Responsibilities

Patents

The contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work. The contractor shall indemnify, defend, and hold ECCTA, its elected and appointed officials, and employees harmless against any claim in which a violation of intellectual property rights including, but not limited to, copyright or patent rights is alleged that arises out of contractor's work under this contract.

Safety

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions.

The contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

Environmental Compliance

The contractor shall comply with all laws, regulations, orders and decrees of any federal, state or local government authority or court concerning environmental compliance including, but not limited to, (i) air pollution and emission of air contaminants, including without limitation the regulations of the California Air Resources Board and the Bay Area Air Quality Management District; (ii) management of waste water and groundwater, including without limitation the requirements of the State Water Resources Control Board, the San Francisco Bay Regional Water Quality Control Board and local sanitary districts; and (iii) management and disposal of solid and hazardous wastes generated or discovered in connection with the work, including without limitation Title 22 of the California Code of Regulations, Title 40 of the Code of Federal Regulations and the requirements of the California Integrated Waste Management Board.

The contractor shall act as the generator of all hazardous waste created by or produced in connection with the prosecution of the work and shall comply with all requirements applicable to generators, including without limitation the payment of any taxes and fees applicable to such generators or their activities,

provided, however, that the contractor shall not be required to act as generator of hazardous waste existing on the site of the work prior to the date of the contract. In the event hazardous waste existing on the site of the work prior to the date of the contract is discovered, the contractor shall immediately notify ECCTA.

With the submission of the contractor's invoice or within 25 business days of delivery, the seller must provide to ECCTA a Safety Data Sheet (SDS) for each product which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7)

Records/Audit

The contractor and subcontractors shall establish and maintain records pertaining to this contract. The contractor's accounting systems shall conform to generally acceptable accounting principles and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

The contractor shall permit ECCTA and its authorized representatives to inspect, audit, and examine the contractor's books, records, accounts, and any and all data relevant to this contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by the contractor pursuant to this contract. The contractor shall provide such assistance as may be reasonably required in the course of such inspection.

The contractor shall be in compliance with FTA's record and reporting requirements, including performing the following:

- (i) Facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD);
- (ii) conform to the NTD reporting system and the Uniform System of Accounts and Records;
- (iii) comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;
- (iv) report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions— (A) Any information relating to a transit asset inventory or condition assessment conducted by the Recipient; and (B) Such other information as FTA may require; and
- (v) comply with any other applicable reporting regulations, and requirements; and
- (vi) follow FTA guidance.

Contractors shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after the termination of this contract. ECCTA further reserves the right to examine and re-examine said books, records, accounts, and data during the three-year period following the termination of this contract.

Pursuant to California Government Code, the parties to this contract shall be subject to the examination and audit of a representative of the Auditor General of the State of California for a period of three years after the termination of this contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

Where ECCTA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of contractor's business, ECCTA may, by written request, require that custody of the records be given to ECCTA and that the records and documents be maintained at ECCTA's facility. Access to such records and documents shall be granted to any party authorized by contractor, contractor's representatives, or contractor's successor in interest.

Claims Procedures

Should it appear to the contractor that the Work to be performed or any of the matters relative to the contract documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the contract documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the contractor may be required to perform, time extensions, payment to the contractor during performance of this contract, performance of the contract, and/or compliance with contract procedures, or should contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (collectively, "Disputed Work"), The contractor shall seek resolution as otherwise provided in contract documents or, if no procedures are specified, through regular project communication procedures. If a dispute remains, the contractor shall give submit a written claim to ECCTA. Routine contract materials, for example, correspondence, RFI, change order requests, or payment requests shall not constitute a claim. The contractor shall bear all costs incurred in the preparation and submission of a claim.

The contractor's written claim must identify itself as a "claim" under this Article Claims Procedures and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a time impact evaluation of all time delays that shows actual time impact on the critical path; (vi) documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim's accuracy. The claim shall be priced like a change order, and must be updated monthly as to cost and entitlement if a continuing claim.

Any claim shall be decided by ECCTA's CEO, who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to contractor. The decision of the CEO shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the contractor mails or otherwise furnished a written appeal to ECCTA's Board of Directors.

Notwithstanding any dispute, Disputed Work or claim, the contractor shall continue to prosecute the Work and the Disputed Work in accordance with ECCTA's determinations. The contractor's sole and exclusive remedy for Disputed Work is to file a written claim within the time limits set forth in this Article setting forth the contractor's position as required herein.

Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 20104, et seq., specifies required provisions on resolving contract claims

less than \$375,000. Those statutes constitute a part of this contract. In the event any other contract provision violates such statutes, the applicable statute controls.

Payment and Invoicing

General

During the term of this contract, ECCTA will make payments to the contractor in accordance with receiving an invoice. Invoices for payments that are due and which are received shall be paid within 30 business days following the approval and authorization of payment.

Contractor shall provide a completed Record of DBE Compliance Monitoring form and a completed DBE Monthly Subcontractors Paid Report, certified to be true and accurate, with each application for payment. No payment shall be made until this report has been submitted. Forms for these reports will be included in the Notice of Award provided to the selected proposer.

Conflict of Interest

No employee, director, officer, or agent of ECCTA shall participate in selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, agent, any member of their immediate family, their partner, an organization which employs, or is about to employ, any of the above interest in the firm is selected for award.

ECCTA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or have a financial or other interest in the firm selected for award.

Prohibited Interest

By submitting a proposal, the contractor represents and warrants that neither the CEO, nor any director, officer, agent, nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of the contractor. If any such interest comes to the knowledge of the contractor at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

No member, officer, or employee of ECCTA or of any of its member jurisdictions during their tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

No member or a delegate to the Congress of the United States shall be admitted entitled to any share or part of the contract awarded under this proposal or to any benefits arising therefrom.

Penalty for Collusion

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal or proposals colluded with any other party or parties, then the contract so

awarded shall be null and void and the proposer shall be liable to ECCTA for all loss or damage which ECCTA may suffer thereby and the Board of Directors may advertise for a new contract for said labor, supplies, materials, or equipment.

Termination

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

Termination for Default [Breach or Cause]. If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, ECCTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default.

The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by ECCTA that the contractor was prevented from performing due to an Excusable Delay, ECCTA, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision). ECCTA in its sole discretion may, in the case of a termination for breach or default, allow the contractor 10 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to ECCTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within 10 business days after receipt by contractor or written notice from ECCTA setting forth the nature of said breach or default, ECCTA shall have the right to terminate the contract without any further obligation to contractor.

Any such termination for default shall not in any way operate to preclude ECCTA from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that ECCTA elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by ECCTA shall not limit ECCTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default (Supplies and Service). If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the ECCTA may terminate this contract for default.

ECCTA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ECCTA.

Legal and Miscellaneous

Severability Clause

If any provision or any part of any provision of these contract documents is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute, regulation or ordinance, then the remainder of these specifications shall not be affected thereby and shall remain valid and fully enforceable.

Governing Law

California law (including that state's statutes of limitation but excluding its choice of law rules) shall govern all matters arising under the contract.

Section 5

Special Conditions

Special Conditions

Transit Operations

RFP #2025-03

Bus Fleet

ECCTA owns and maintains all buses that are required to operate the service:

Fixed Route Vehicles

Size	Year	Fuel Type	Manufacturer	Seating Capacity	Wheelchair Access	Number of Vehicles
40 ft.	2013	Diesel	Gillig	36	Ramp	25
40 ft.	2016	Diesel	Gillig	36	Ramp	20
40 ft.	2018	Diesel	Gillig	36	Ramp	5
40 ft.	2018	Battery Electric	BYD	32	Ramp	2
40 ft.	2018	Battery Electric	Proterra	38	Ramp	2
40 ft.	2023	Battery Electric	Gillig	36	Ramp	2
40 ft.	2023	Diesel	Gillig	36	Ramp	6

Paratransit/Microtransit Vehicles

Size	Year	Fuel Type	Manufacturer	Seating Capacity	Wheelchair Access	Number of Vehicles
Minivan	2018	Unleaded	Dodge	3	Ramp	6
25 ft.	2018	Unleaded	Ford	16	Lift	15
25 ft.	2020	Unleaded	Ford	9	Lift	8
25 ft.	2024	Unleaded	Ford	16	Lift	18

Support Vehicles for use by the contractor

Size	Year	Fuel Type	Manufacturer	Seating Capacity	Wheelchair Access	Number of Vehicles
25 ft.	2018	Unleaded	Ford	16	Lift	2
Minivan	2010	Unleaded	Dodge	7	Ramp	1
Sedan	2019	Unleaded	Ford	5	N/A	5

Support Vehicles for use by ECCTA employees only (to be insured by the contractor)

Size	Year	Fuel Type	Manufacturer	Description	Number of Vehicles
Minivan	2010	Unleaded	Dodge	ECCTA minivan	1
Custom truck	2003	Unleaded	Ford	Bus shelter repair truck	1
Custom truck	2011	Unleaded	Ford	Bus shelter cleaning and maintenance trucks	2
Sedan	2019	Unleaded	Ford	ECCTA car	1
Custom truck	2024	Unleaded	Chevrolet	Bus shelter repair and maintenance trucks	2

Annual Vehicle Service Hours

Services under this Agreement shall commence on July 1, 2026, and continue through June 30, 2030, unless earlier terminated in accordance with the terms of the Agreement between ECCTA and the contractor. ECCTA shall have the option to extend the Agreement for up to three (3) additional two-year terms, at its sole discretion.

The annual Vehicle Service Hours (VSH) identified under this Agreement represent ECCTA's best estimate of the service levels anticipated to meet the demand described in this Scope of Work. These estimates are subject to change and should not be interpreted as a guarantee of the actual number of VSH to be operated in any given year.

The contractor is advised that actual service levels may be higher or lower than the estimates provided. The estimated VSH for the first base years are as follows:

Vehicle Service Hours	Year 1 7/1/26 to 6/30/27	Year 2 7/1/27 to 6/30/28	Year 3 7/1/28 to 6/30/29	Year 4 7/1/29 to 6/30/30
Fixed-Route	146,393	146,174	145,910	145,646
Paratransit	58,907	58,823	58,735	58,581
Tri MyRide Micro-transit	32,617	32,589	32,499	32,409
Med-Van (NEMT)	6,727	6,707	6,725	6,702
Total	244,643	244,293	243,869	243,338

Due to the uncertainty of future economic conditions, the number of service hours and miles may vary significantly from those projected for the first base year. Accordingly, in addition to providing a variable rate based on the current service level ("Original"), the contractor shall also provide alternative variable rates ("Alternative") for each year to account for potential

fluctuations in service levels. These rates shall reflect scenarios involving a 20% or greater increase and a 20% or greater decrease in vehicle service hours (VSH) from the estimated levels provided above.

At the end of each Agreement year, the actual Vehicle Service Hours (VSH) operated will be calculated and reconciled using the Original VSH Rate for that year. If, in any given year, the actual VSH operated deviates by more than $\pm 20\%$ from the estimated VSH, the applicable Alternative Variable Rate structure shall be applied for reconciliation.

ECCTA will notify the contractor in writing if, in any given year, the Alternative Variable Rate will be applied due to a deviation in actual Vehicle Service Hours (VSH) exceeding $\pm 20\%$ from the estimated amount.

If the contractor is entitled to additional compensation based on the revised rate, ECCTA will provide written notice, and the contractor shall submit an invoice for the additional amount within thirty (30) days of receiving such notification.

Conversely, if an overpayment has occurred, the contractor shall either remit the overpaid amount to ECCTA within thirty (30) days of notification or authorize ECCTA to deduct the owed amount from any payments due to the contractor, including but not limited to amounts payable in the following Contract Year.

Billable Hours Definition

Billable hours for all services—except paratransit—are defined as the time between when a vehicle departs from the yard (pull-out) and returns to the yard (pull-in), excluding lunch breaks.

For paratransit services, both ADA and non-ADA, billable hours are defined similarly—from yard pull-out to yard pull-in—but exclude both lunch breaks and any non-productive breaks exceeding 30 minutes.

For example, if a vehicle completes a drop-off at 12:00 PM and the next scheduled pickup is not until 1:00 PM, the contractor will credit ECCTA with 30 minutes of unproductive time.

Cost and Pricing Data

Prior to award of contract resulting from this solicitation, the contractor shall furnish, if required by ECCTA, in accordance with the provisions of 15.403-4 of the Federal Acquisition Regulation (FAR), cost or pricing data and the certificate of current cost or pricing data as set forth in FAR 15.406-2.

Title 49 U.S. Code section 5333(b)

Proposers are hereby notified that ECCTA receives federal mass transit funds, and that, under Section 13(c) of the Federal Transit Act (49 U.S.C. section 5333(b)), it must protect covered mass transit employees affected by any “project” that ECCTA initiates that uses the federal mass transit

money. For covered employees, such protections include: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or his job is eliminated; and (d) providing paid training.

No provision of the Agreement will require the contractor to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any “project” as defined by the Section 13(c) agreements to which the contractor hereby agrees to be bound.

Nevertheless, the contractor will be responsible for defending, and shall hold ECCTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreements (including alleged worsening of employment conditions), whether made by the contractor’s own employees, the employees of its subcontractors, employees of any former contractor of ECCTA, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of the Agreement or as a result of any increases or reductions in the level of those services thereafter. This indemnification obligation will survive the termination or expiration of the Agreement.

Notwithstanding any other provision of the Agreement, no cost or liability for which the contractor is responsible under this paragraph shall be deemed an allowable cost payable to the contractor or a claim or liability for which the contractor is entitled to indemnification by ECCTA.

DBE Program and Participation

General

ECCTA, a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for contracts in accordance with federal regulations 49 C.F.R. Part 26, issued by the U.S. Department of Transportation (U.S.DOT).

It is the policy of ECCTA to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which DBE’s can compete fairly for contracts and subcontracts relating to ECCTA’s construction, procurement, and professional services activities.

To this end, ECCTA has developed procedures to remove barriers to DBE participation in the bid, bidding and award processes and to assist DBE’s to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the contractor will cooperate with ECCTA in meeting these commitments and objectives.

Pursuant to 49 C.F.R. Section 26.13 and as a material term of any agreement with ECCTA, the contractor hereby makes the following assurances and agrees to include this assurance in any agreements it makes with contractors in the performance of this contract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out

applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as ECCTA deems appropriate, which may include, but is not limited to:

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

Any contractor who would like to request additional information or ask questions regarding ECCTA’s DBE Program may contact Maceo Wiggins, DBE Liaison Officer, 801 Wilbur Avenue, Antioch, CA 94509, telephone (925) 754-6622.

List of DBEs

Proposers shall complete and submit with bid documents the "Designation of Subcontractors and DBE Firms" form found in Section 8 of this IFB. Any and all DBE subcontractors must be listed on the “Designation of Subcontractors and DBE Firms” regardless of the dollar value of work the DBE will perform. For the purpose of this paragraph, a subcontractor is defined as anyone who contracts with the contractor to furnish materials and labor, labor only, and/or one who specially fabricates and/or installs a portion of the work or improvement according to the contract documents.

All listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq. All subcontractors must be currently registered with the DIR.

Substitution of DBE Subcontractors or Suppliers

Should substitution of any DBE firm listed on the Designation of Subcontractors or DBE form in this IFB become necessary, and ECCTA has established a contract goal, the contractor shall, subject to the approval of ECCTA, replace the affected DBE firm with another DBE firm or demonstrate that it made reasonable efforts to do so in a manner consistent with ECCTA’s DBE Program and the Regulations at 49 CFR Part 26, as amended from time to time.

In circumstances where ECCTA has not established a contract goal, all substitutions shall be made in conformance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq.

DBE Records

The contractor shall maintain records to verify DBE participation as set forth in the bid and as modified in any way during the course of the contract. Such records shall show the name and business address of each DBE firm participating in the contract and the total dollar amount actually paid each DBE firm and the date of payment. Contractor shall provide a completed Record of DBE Compliance Monitoring form and a completed DBE Monthly Subcontractors Paid Report, certified to be true and accurate, with each application for payment. No payment shall be made until this report has been submitted. Forms for these

reports will be included in the Notice of Award provided to the selected proposer. A closing report based on these records and certified to be correct by the contractor shall be submitted with the final invoice and identified as a final report when it is submitted. This final report shall include any outstanding contracts or other DBE submittals as required by ECCTA. .

The contractor shall also submit copies of all DBE firm's subcontracts and purchase orders that have been entered into or issued in connection with the contract within 5 calendar days of executing a subagreement. The contractor shall also ensure that sub agreements with DBEs of any tier are provided to ECCTA.

Participation in DBE Programs

The contractor shall participate in federal, state, and local programs designed to assist DBE firms.

Discrimination Prohibited

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, national origin or sex.

Prompt Payment to Subcontractors

In accordance with ECCTA's DBE Program, ECCTA will decline to hold retainage and prohibit prime contractors from holding retainage from subcontractors.

The prime contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment the prime contractor receives from ECCTA. Any delay or postponement of payment from the above reference time frame may occur only for good cause following written approval of ECCTA. This applies to all subcontractors regardless of tier.

If the contractor fails or refuses to comply with requirements of this prompt payment clause, ECCTA will issue an order stopping all or part of the payment or work until satisfactory action is taken. If the contractor still fails to comply, ECCTA may take appropriate remedies to ensure compliance. This may include issuance of a termination for default proceeding.

ECCTA encourages all businesses to use minority-owned financial institutions when seeking financial services. Information on minority-owned financial institutions in the region can be obtained from ECCTA via written request.

Veteran's Preference

In accordance with 49 U.S.C. Section 5325(k), to the extent practicable, the contractor will give a hiring preference to veterans, as defined in 5 U.S.C. Section 2108, who have the skills and abilities required to perform construction work. This preference does not extend to any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Civil Rights Requirements

Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and federal transit law at 49 U.S.C. Section 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:

Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e and federal transit laws at 49 U.S.C. Section 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations,

"Office of Federal Contract Compliance programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project.

During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex or age. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
- Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under Section 202 of Executive order No. 11246 of September 24, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or contractor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however that in the event a contractor becomes involved in, or is threatened with litigation with a sub-contractor or contractor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and federal transit law at 49 U.S.C. Section 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C Section 12112, the contractor agrees that it will comply with requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act," C.F.R. part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq., which requires that

accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. Section 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Contractor's Organization and Equipment

Licenses and Registration

At the time of bidding and throughout the period of the contract, proposers and/or their technicians must possess the following licenses and registration:

- Business License

Failure to possess the above specified licenses and registration number at the time of proposal submission shall render the proposal as non-responsive.

Character of Workers

If any subcontractor or person employed by the contractor shall appear to ECCTA to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of ECCTA, and such person shall not again be employed on the work.

Conflict of Interest

The contractor understands that its professional responsibility is solely to ECCTA. The contractor warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this contract. The contractor shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this contract. If contractor discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this contract, contractor shall promptly disclose the relationship to ECCTA and take such action as ECCTA may direct to remedy the conflict.

The contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of contractor's services hereunder.

The contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

The contractor is not a designated employee within the meaning of the Political Reform Act because contractor:

- Will conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation or counsel independent of the control and direction of ECCTA or of any ECCTA official other than normal contract monitoring.
- Possesses no authority with respect to any ECCTA decision beyond the rendition of information, advice, recommendation or counsel (FPPC Reg. 18700(a) (2)).

Environmental Matters

Environmental Protection

The contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to the project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. Section 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. Section 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The contractor also recognizes that U.S. EPA, FHWA and other federal agencies have issued, and in the future are expected to issue, federal regulations and

directives that may affect the project. Thus, the contractor agrees to comply, and assures the compliance of each subcontractor and each third-party contractor, with any applicable federal laws, regulations and directives as the federal government are in effect now or become effective in the future, except to the extent the federal government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and ECCTA. The contractor understands and agrees that those laws, regulations, and directives may not constitute the contractor's entire obligation to meet all federal environmental and resource conservation requirements.

National Environmental Policy

ECCTA is obligated to facilitate FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. Section 4321 through 4335 (as restricted by 42 U.S.C. Section 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. Section 4321 note; FTA statutory requirements at 49 U.S.C. Section 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. Section 139 and 326 as well as to amendments to 23 U.S.C. Section 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

Clean Air Requirements

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401, et. seq. The contractor agrees to report each violation to ECCTA and understands and agrees that ECCTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with federal assistance provided by the FTA.

Clean Water Requirements

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to ECCTA and understands and agrees that ECCTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with federal assistance provided by the FTA.

Recycled Products Requirements

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

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

Privacy Act

The following requirements apply to contractor and any of its employees that may administer any system of record on behalf of the federal government under any contract:

The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirement of the Privacy Act of 1974, U.S.C. Section 552a.

Among other things, the contractor agrees to obtain the express consent of the federal government before the contractor or its employees are a system of record on behalf of the federal government.

The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the FTA.

FTA Funding Requirement

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

No Federal Government Obligation to Third Parties

ECCTA and contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to ECCTA, contractor, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

The contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Disputes, Breaches, Defaults, and Litigation: Additional Notice to U.S. DOT Inspector General.

ECCTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which ECCTA is located, if ECCTA has knowledge of potential fraud, waste, or abuse occurring on as part of the contract. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this contract or another agreement between the ECCTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of ECCTA. It also applies to subcontractors at any tier in relation to the contract. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of ECCTA. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of ECCTA, including divisions tasked with law enforcement or investigatory functions.

The contractor shall include a similar provision in its subcontracts at every tier in relation to the contract.

Program Fraud and False or Fraudulent Statements of Related Acts

The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying agreement, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the federal government deems appropriate.

The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the contractor, to the extent the federal government deems appropriate.

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

Federal Changes

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

Records

The contractor and its subcontractors shall establish and maintain complete records pertaining to the contract. The contractor and subcontractors accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under the contract, including properly executed payrolls, time records, invoices and vouchers.

The contractor shall permit the U.S. Secretary of Transportation, the Comptroller General of the United States, the State of California, ECCTA and/or their authorized representatives to inspect and examine contractor's books, records, accounts, and any and all data relevant to the contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by contractor pursuant to the contract and shall provide such assistance as may be reasonably required in the course of such inspection.

The contractor shall not dispose of, destroy, alter, or mutilate said books, records, accounts, and data for three years after the termination of the contract. ECCTA reserves the right to examine and re-examine said books, records, accounts, and data during the three year period following the termination of the contract. In addition, the parties to the contract shall be subject to the examination and audit by a representative of the Auditor General of the State of California for a period of three years after final payment under the contract.

Disclosure of Governmental Positions

Depending on the nature of the work performed, a contractor to ECCTA may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law (California Government Code, Section 1090 et seq.) that govern ECCTA employees and officers. In order to analyze possible conflicts that might prevent a contractor from acting on behalf of ECCTA or other governmental agency prior to contract award, ECCTA requires that all potential participants disclose in their Bids any positions that they hold as director, officer, consultant, or employee of any governmental agency. Additional disclosure may be required prior to contract award or during the term of the contract. Responses will be kept confidential to the extent permitted by law.

Therefore, each contractor and sub-contractor should complete and submit with bid documents the "Disclosure of Governmental Positions Form" in Section 8 of this RFP, whether or not any owner or

employee of the firm currently hold positions as directors, officers, consultants, or employees of a governmental agency or have held such positions in the past twelve months.

Certification of Eligibility

By entering into this contract, the bidder certifies that neither it (nor he or she) or any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3A of the Davis-Bacon Act or 29 C.F.R. Section 5.12 (a)(1).

Bidders shall complete and submit with bid documents the "Certification of Eligibility" form in Section 8 of this RFP.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. Section 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 8 U.S.C. Section 1001.

Incorporation of Federal Transit Administration (FTA) Terms

All contractual provisions required by U.S. DOT, as set forth in FTA circular 4220.1F, dated March 18, 2013, whether or not expressly set forth in the contract provisions herein, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract document.

The contractor shall not perform any act, fail to perform any act, or refuse to comply with any ECCTA requests, which would cause ECCTA to be in violation of the FTA terms and conditions.

The contractor shall complete and submit with Bid documents the "Incorporation of Federal Transit Administration (FTA) Terms" form in Section 8 of this RFP.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The contractor is required to verify that none of the contractor, its principals, as defined at 2 C.F.R. 180.905, or affiliates, as defined at 2 C.F.R. 180.995, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.935.

For this purpose, the contractor must complete and submit with bid documents the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form in Section 8 of this RFP. The contractor also agrees to include this provision in any subcontract exceeding \$100,000 and to obtain a similar certification from any subcontractor seeking a subcontract exceeding \$100,000 and forward the certification to ECCTA.

Certification Regarding Lobbying

The contractor shall complete and submit with bid documents the certification required by 49 C.F.R. part 20, "Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements" form in Section 8 of this IFB. Contractors shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

The contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contact on its behalf with non-federal funds with respect that federal contract, grant or award covered by 31 U.S.C. Section 1352. Such disclosures shall be forwarded to ECCTA. The contractor shall ensure that all of its sub-contractors under this contract shall certify the same. ECCTA is responsible for keeping the certification of the contractor, who is in turn responsible for keeping the certification forms of sub-contractor.

Buy America Requirements

In accordance with Section 165 of the Surface Transportation Assistance Act of 1982, P.L. 97-424, January 6, 1983, and its implementing regulations at 49 C.F.R. Part 661, certain federal funds may not be obligated for mass transportation projects unless steel, iron, and manufactured products used in such projects are produced in the United States. There are four exceptions to this basic requirement: (1) if its application is not in the public interest; (2) if materials and products being procured are not produced in the United States in sufficient and reasonable available quantities and of a satisfactory quality; (3) in the case of the procurement of rolling stock, if the cost of components which are produced in the United States is more than 70 percent of the cost of all components, and if final assembly takes place in the United States; or (4) if the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

For a proposal to be considered complete, each proposer must complete and submit with the proposal the portion of the Buy America certificate that is applicable to it and submit this certificate with the RFP documents. The Buy America certificate is in Section 8 of this RFP. On the certificate, each proposer will indicate whether it can comply with the general requirements or whether it may qualify for one of the specified exceptions. In the latter event, ECCTA, on behalf of the contractor, will tender the request for exception(s) to FTA for review and approval. Proposers are advised to review the specific Buy America requirements contained in the regulations at 49 C.F.R. part 661.

Fly America Requirements

The contractor agrees to comply with 49 U.S.C. Section 40118 (the “Fly America Act”) in accordance with the General Services Administration’s regulations at 41 C.F.R. Part 301.10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

The contractor shall complete and submit with Bid documents the "Fly America" form in Section 8 of this RFP.

Cargo Preference Requirements

The Bidder agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract by ocean vessels to the extent such vessels; (b) to furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to ECCTA (through the Bidder in the case of a sub-contractors bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Bidders shall complete and submit with Bid documents the "Cargo Preference" form in Section 8 of this RFP.

Prohibition on telecommunication and video surveillance equipment

The contractor will not provide any equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system, in compliance with 2 CFR 200.216.

Americans with Disabilities Act

Bidders shall complete and submit with bid documents the certification regarding "Americans with Disabilities Act" form in Section 8 of this RFP.

Rights in Data and Copyrights

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings, or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

Federal restrictions: The following restrictions apply to all subject data first produced in the performance of this contract:

- Except for its own internal use, the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the contractor authorize others to do so, without the written consent of the government, until such time as the government may have either released or approve the release of such data to the public.
- Federal Rights in Data and Copyrights: In accordance with 49 C.F.R. Section 18.34 and 49 C.F.R. Section 19-36, the government reserves a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use, and to authorize others to use, for federal government purposes:
- Any subject data developed under the grant, or under cooperative agreement, or under a third party contract or subcontract, irrespective of whether or not a copyright has been obtained, and
- Any rights to copyright to which the contractor purchases ownership with federal assistance.
- Special federal rights for planning, research and development projects.

Hold Harmless: Unless prohibited by state law, the contractor agrees to indemnify, save and hold harmless ECCTA, the government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this contract. The contractor shall not be required to indemnify the government for any such liability arising out of the wrongful acts of employees or agents of the government.

Restriction on access to patent rights: Nothing contained in this section on rights in data shall imply a license to government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the government under any patent.

Application to material incorporated into the contract: The requirements of above paragraphs do not apply to material furnished to the contractor by the government and incorporated in the work carried out under the contract; provided that such incorporated material is identified by the contractor at the time of delivery of such work.

Seat Belt Use

The contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. “Company-owned” and “company-rented” refer to vehicles owned or leased by the contractor.

Distracted Driving

The contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract or when performing any work for or on behalf of the contract. The contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text

messaging while driving, and providing education, awareness, and other outreach to employees about the risks associated with texting while driving. The contractor further agrees to include this clause in each subcontract awarded at each tier.

Ukraine/Russian Related Sanctions

As a public agency with contracts with state and federal departments and agencies, ECCTA is required to avoid transactions with any person(s) or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a proposal, The contractor represents that it is not a target of Economic Sanctions. Should ECCTA determine the contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by ECCTA.

Section 6

Scope of Work

Scope of Work
Transit Operations
RFP #2025-03

ECCTA’S PLANNING DOCUMENTS AND ACTIVITIES

Short Range Transit Plan (SRTP)

ECCTA has adopted a Short Range Transit Plan (SRTP) covering Fiscal Years 2020 through 2029. The plan is available for review on ECCTA’s website at <https://trideltatransit.com/wp-content/uploads/2024/05/ECCTA-2020-29-SRTP.pdf>

ECCTA DUTIES AND RESPONSIBILITIES

ECCTA will provide specified function(s) and supplies relating to the operation and administration of the transit system, including overall general management, marketing and public outreach, customer information, planning, scheduling and blocking, fare product sales, administration of Clipper, real time information feeds, customer service, and related items. ECCTA has established policies and procedures for the provision of fixed route and demand-response services to ensure a positive customer experience for riders. ECCTA shall initially provide the following:

Vehicle-Related Capital Equipment

- Transit vehicles and related equipment
 - Revenue service transit vehicles
 - Non-revenue service vehicles for Operations functions (i.e. operator relief, road supervision, etc.)
- Computer-Aided Design (CAD) and Automatic Vehicle Location (AVL) system (and related subcomponents):
 - Mobile Radio Unit or Cell based communication
 - Automatic Passenger Counting (APC) system
 - Audio and visual vehicle annunciation system
 - Overt alarm
 - Covert alarm
 - Emergency microphone
 - Schedule adherence reporting for operators
- Electronic fareboxes and related equipment, including the OCU and mobile ticketing validators
- Farebox revenue processing equipment, including but not limited to:
 - Data probes with appropriate supporting poles and lock boxes
 - Junction boxes
 - Interconnecting cabling
 - Lightning protected isolation boxes
 - Support Equipment
 - Portable data probe system
- Schedule racks for transit vehicles

- Electronic destination signage
- Video surveillance systems
- Wi-fi routers onboard vehicles
- 14 mobile cellular tablets for use by the contractor for micro-transit service.
- All decals and logos for vehicles
- Vehicle licensing and registration

Passenger Amenities, Street Signage Equipment and Services

ECCTA shall be responsible for the installation, ongoing maintenance, and servicing of bus stop amenities.

Operating and Maintenance Facilities and Related Equipment and Services

- Operating and Training facility located at:
801 Wilbur Avenue
Antioch, CA 94509
- Oakley Mobility Hub lot located at:
4300 Main Street
Oakley, CA 94561
- Landscaping services for all ECCTA-owned facilities
- Maintenance equipment
- Office equipment for contractor staff (e.g. desks, office chairs, etc.)
- All Information Technology (hardware and software) equipment and services associated with the operations and maintenance functions of the services, including telephony.
 - IT functions not provided by ECCTA include: all equipment and support for contractor-specific functions including invoicing, employee tracking, and other related matters.
 - ECCTA will supply the required network infrastructure for the contractor to integrate into ECCTA's local area network (LAN) for the purpose of conducting contractor-specific business functions. The contractor may not add any equipment to the ECCTA network without the written permission of ECCTA.

Intelligent Transportation Systems/Technology

- ECCTA will provide one-time training of the contractor's supervisory and dispatch staff on all agency-owned software programs and tools used directly by the contractor. This excludes any contractor-specific software programs not owned outright by ECCTA. Subsequently, the contractor will be required to submit to ECCTA a "Train the Trainer" program, which ensures that all new employees are adequately trained on the use of the various systems, and that employees receive refresher training on a recurring basis, including quarterly training for all end users.
- ECCTA shall retain ownership of data entry to the AVL system, including, but not limited to: Schedules, routes, patterns, blocks, vehicles, General Transit Feed Specification (GTFS) feed, etc. ECCTA shall be responsible for monitoring the quality assurance and quality control of the above information and how the systems interpret this data. To assist ECCTA with these responsibilities,

the contractor must operate the service in accordance with established operating parameters. The contractor shall assist ECCTA with problem-solving and strategize on how to best repair data issues to any extent practicable.

- ECCTA will provide the contractor with the use of Connexionz CAD/AVL system, which is designed to improve system communications; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching; to assist in the calculation of Revenue Miles and Hours operated, to provide more accurate and timely information and data on system and contractor performance; to manage service disruptions, including planned and unplanned detours.
- ECCTA's CAD/AVL system can generate daily operational reports for the contractor. Contractor staff will be required to be trained and use the software to assess the previous day's operating activities.
- ECCTA currently utilizes cloud-based software called TransTrack to capture and process all customer-related comments and complaints. Contractor staff will be required to be trained and use this software to aid in the investigation of all customer complaints.
- Accident Reporting Software – ECCTA currently utilizes cloud-based software TransTrack to record and manage incidents and accidents. The contractor will be required to use this software in the accident investigation and reporting process.

ECCTA currently utilizes an onboard digital video recording system with audio and visual recording capabilities called AngelTrax. The contractor will be required to use this software in the accident investigation and reporting process.

The contractor will be required to ensure all relevant staff are proficient in the various software programs.

Public Information and Planning

- ECCTA will be responsible for design and printing of all customer information and public outreach materials, customer information brochures, other marketing brochures, tickets, passes, and customized route and stop information at passenger stops, shelters and stations.
- Current schedules for all services can be found at: <https://trideltatransit.com/local-and-express-routes/>
- ECCTA will be responsible for shelter inserts and any other on-street information.
- ECCTA will supply and maintain on-board marketing materials (car cards, printed schedules).
- ECCTA shall be responsible for relationships with member jurisdictions regarding siting bus stop locations, handling potential traffic issues associated with construction impacts to routes or bus stops.
 - ECCTA will rely on the contractor's input when determining safe bus stop locations.
- ECCTA will consider contractor feedback and incorporate it into planning decisions as deemed appropriate.
- ECCTA will provide materials and information related to service changes or special programs to the contractor.

Other Services and Material

- ECCTA shall be responsible for cleaning all Administrative and Operations offices and sweeping of general bus yard, inclusive of Maintenance areas.

Insurance

The contractor shall maintain the types of insurance, in their applicable amounts, described in Exhibit C of the sample agreement.

ECCTA shall have the right to drive any vehicle(s) and the contractor shall provide proof of insurance for said vehicle(s).

Contract Oversight

ECCTA's Executive Team and the contractor's General Manager and key personnel will meet weekly to discuss trends and communicate high-level issues and concerns.

ECCTA's Operations Staff and the contractor will meet monthly at a minimum to discuss operational performance, analyze trends, and propose and initiate innovative and effective strategies to improve employee safety and retention.

While ECCTA will not direct the contractor regarding human resource policies or progressive discipline processes, the contractor is required to implement a diligent oversight program to ensure full compliance with all of ECCTA's policies.

A Safety Solutions Team comprised of ECCTA and contractor staff shall meet monthly at a minimum, to discuss risk mitigation strategies for identified hazards, upcoming service changes and planning and marketing efforts relevant to Operations and Maintenance of fixed-route and demand-response services.

CONTRACTOR DUTIES AND RESPONSIBILITIES – OPERATIONS

General Responsibilities

- Using vehicles and facilities provided by ECCTA, the contractor will provide transit bus services as specified by ECCTA. Fixed route service shall be operated strictly according to timetables published by ECCTA. Demand-response service shall be operated as needed based on volume demand and subscription bookings. Microtransit will run during scheduled hours within defined service zones, while Paratransit and Non-Emergency Medical Transportation will be dynamically scheduled daily. The contractor is expected to review and provide feedback on ECCTA's plans, equipment purchases, operational changes, and related proposals. Additionally, the contractor should proactively advise ECCTA on suggestions to enhance service effectiveness, efficiency, and safety.
- The contractor will provide paratransit services for persons with disabilities in compliance with the Americans with Disabilities Act (ADA), as well as for seniors aged 65 and older. Paratransit is a shared-ride service providing curb-to-curb pick-up and drop-off, as well as first-door to last-door transportation for eligible passengers. This service operates within an ADA service corridor that extends three-quarters of a mile on each side of ECCTA's fixed-route service. Additionally, the corridor includes a three-quarter-mile radius around the endpoints of the fixed route.

Passengers can use the service for any purpose, provided both their pick-up and drop-off locations fall within the ADA service corridor.

- As required by the American with Disabilities Act (ADA), paratransit services are available within each ADA corridor whenever and wherever the corresponding ECCTA's regular fixed-route bus service is operating. The days and approximate hours of operation of ECCTA's regular fixed-route schedule is subject to change.
- The contractor will provide Non-Emergency Medical Transportation (NEMT) service. The service operates seven days a week on a first-come, first-served basis, subject to workforce availability and the contractor's capacity to fulfill scheduled trips. The contractor shall provide safe, reliable, and courteous transportation service for individuals who need to travel to medically necessary appointments due to a health condition. NEMT is available to individuals who are medically unable to use a personal vehicle, fixed-route transit, train, or taxi. Clients approved by Medi-Cal, Contra Costa Health Plan (CCHP) or Kaiser for NEMT, will establish their NEMT transportation with ECCTA and coordinate their trips through the contractor's Call Center staff.
- The contractor will be responsible for equipping thirty (30) paratransit vehicles and six (6) NEMT vehicles with tablets to serve as mobile data terminals. ECCTA currently uses TriSpark's DriverMate application for these services.
- The contractor will provide Tri MyRide microtransit service. The service operates seven days a week across three zones: Pittsburg/Bay Point, Antioch/Oakley, and Brentwood. Riders will book on-demand trips using a smartphone app or by calling the dedicated Tri MyRide scheduling line. The system is primarily automated, requiring minimal interaction with contractor dispatch staff. Vehicles will be equipped with tablets that displays the trip manifest and provide turn-by-turn direction to virtual bus stops for pick-up and drop-off. The Software-as-a-Service provider for Tri MyRide is Via Transportation.
- The contractor will be responsible for supporting ECCTA staff in obtaining a California Commercial Driver's License (CDL), in accordance with state and federal regulations. This includes providing or coordinating comprehensive training, testing, and logistical support necessary for successful CDL certification.
- The contractor is required to provide translation and interpretation services as needed. ECCTA will make its Language Line service available for the contractor's use; however, the contractor will be responsible for reimbursing ECCTA for any costs associated with that usage.
- The contractor will support ECCTA Marketing and Public Outreach efforts by participating at events in Contra Costa County and providing additional route miles and hours as needed. ECCTA anticipates that there will be an average of one event per month. The contractor's responsibilities may include transporting a vehicle to an event location, participating in parades, decorating buses, and/or having staff on-site to share information about ECCTA services with the public. The contractor's participation will be compensated at the applicable hourly rates but will not be eligible for reimbursement as an operating expense. The following events are examples of events to be attended each year:
 - STEM Event – Antioch
 - Contra Costa County Fair – Antioch
 - Big Truck Day – Pittsburg
 - Big Truck Event - Antioch

- Digs and Rigs – Brentwood
- Green Footprint Festival – Bay Point
- Environmental Resource Fair
- Unity in the Community
- Stand Down
- All Aboard Transit Day
- National Night Out
- Los Medanos College Job Fair – Spring & Fall
- Antioch Re-entry Job Fair
- The contractor shall use ECCTA’s vehicles, equipment, and facilities exclusively for operating ECCTA services. Use of these assets for personal purposes by the contractor's employees or for any non-ECCTA business without ECCTA’s approval is strictly prohibited. The contractor’s right to use the vehicles and equipment is non-transferable, non-assignable license that may be terminated at any time at ECCTA’s discretion.
- The contractor will provide key management positions at a level and capability to oversee its functions and employees. The functions, roles, and responsibilities of these positions are detailed in Attachment C “Key Position Roles”. Duplication of ECCTA’s personnel responsibilities is specifically not requested.
- The contractor shall establish and maintain a committee, comprising contractor and ECCTA staff, who will meet regularly to determine preventability of accidents and incidents. ECCTA reserves the right to make the final determination of accident preventability for all reporting purposes.
- The contractor shall follow Attachment B “ECCTA Public Transit Agency Safety Plan”.

Office Equipment

The contractor shall bear the cost of any ECCTA-provided office furniture or equipment that was damaged by negligence or abuse by the contractor.

Intelligent Transportation Systems (ITS)/Technology

- Upon completion of the required training, the contractor is expected to fully utilize all features and functions of each ITS tool provided by ECCTA. Following the initial training, the contractor shall also be responsible for ongoing administrative and training support to ensure the continued effective operation of ECCTA ITS systems, including training for all new hires.
 - The contractor will be responsible for creating training manuals and standard operating procedures (SOPs) and training all future staff.
 - Costs related to equipment and support for contractor-specific functions will be borne by, or reimbursed by, the contractor.
- If the contractor determines that a system is not operating according to device specifications, they are to notify ECCTA in writing immediately so the situation can be investigated and rectified as needed.
 - This includes (but is not restricted to) all pieces of technology listed in this Scope of Work. The contractor may not use its own proprietary ITS tools, in substitution for ECCTA’s ITS tools, without the written permission of ECCTA. The contractor is expected to fully utilize the ITS systems provided by ECCTA.

Intelligent Driver Monitoring Systems

The contractor shall propose use of an advanced dash camera/driver monitoring system, such as SmartDrive, Lytx, DriveCam or Samsara, as an integral component of their operations with the goal of enhancing safety through the proactive mitigation of unsafe driving behaviors. The system should provide real-time monitoring and analysis of driving behaviors, enabling the contractor to identify and address potential safety risks through advanced collision detection, lane departure warnings, and driver coaching tools. Furthermore, the systems should be able to capture and store video footage for up to 30 days to serve as documentation for incident investigation, operator coaching, and liability purposes. Recordings and data are to be made available on-demand at ECCTA's request.

Driver Selection and Retention

- The contractor shall be entirely responsible for the employment and supervision of drivers necessary to perform system operations. Such responsibilities shall include, although not necessarily be limited to, driver recruitment, screening, selection, training, supervision, employee relations, evaluation, discipline, retraining, and termination.
 - The contractor shall use appropriate driver screening and selection criteria in order to employ drivers of ECCTA vehicles. These criteria will include, although not necessarily be limited to: Department of Motor Vehicles license check, criminal record check, and drug and substance abuse testing in conformance with United States Department of Transportation regulations.
 - Additionally, the driver selection process must comply with Section 44830.1 of the Education Code prohibiting the hiring of any person who has been convicted of a violent or serious felony. Although ECCTA is not a school district, because of the large number of students riding ECCTA buses, ECCTA will require the contractor to comply with this section.
- The contractor shall be responsible for all labor assignments. The assignments should reflect a balance between efficient labor utilization and fair personnel practices that promote driver retention, experience, and long-term job commitment.
- All non-management employees must wear uniform at all times while on duty or providing service. The contractor is responsible for ensuring that new drivers receive their uniforms before beginning revenue service. Management employees are expected to dress in business or business casual attire.
- The contractor shall at all times comply with applicable state and federal employment laws, including Section §1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964 (PL 88-352). Nothing in this section shall be construed by either the contractor or ECCTA to be in conflict with the language and intent of the contractor's status provisions of the Agreement, of which this Scope-of-Work is a part.
- The contractor shall monitor the California Department of Motor Vehicles Employer Pull Notice Program no less than monthly to ensure that all drivers are continuously in compliance with their licensing requirements.
- The contractor must maintain appropriate driver staffing levels aligned with current and projected service demands, including the peak vehicle requirement set by ECCTA. The contractor is expected to cultivate a workforce culture that prioritizes safety and exceptional customer service. A strong recruitment and retention program is essential and should focus on attracting and

retaining safety-conscious individuals committed to delivering high-quality service.

- The contractor is expected to develop and present detailed plans for attracting and hiring qualified personnel, including both drivers and administrative staff. These strategies should prioritize candidates who demonstrate a strong commitment to safety standards and practices.
- The program should include creative incentives like sign-on bonuses, referral bonuses, and performance-based rewards to attract skilled candidates and motivate current employees to help with recruitment. These initiatives are designed to maintain staffing while promoting high standards of safety and customer service in the transit agency's operations.
- The contractor is expected to report on the monthly employee retention rate. For each employee separation, The contractor must document the employee's tenure and reason for departure.
- ECCTA reserves the right, at its sole discretion, to require the contractor to remove an employee from ECCTA property for any reason.

Driver Communication

- The contractor shall establish a comprehensive communication program to effectively convey information to drivers and receive their feedback.
 - Ideally, this program will incorporate innovative, modern technologies and tools to enable seamless communication between management and frontline staff.
- The contractor should consider the use of various tools and software for workforce management and communication. For example, a robust management software solution that allows operators to access operational information, receive real-time updates on schedules, routes, and safety protocols, and submit requests electronically.
 - By promoting digital communication methods, ECCTA aims to improve operational efficiency, foster a collaborative work environment, and ultimately provide a higher level of service to the transit agency and its passengers.
- The contractor should regularly solicit and document feedback and recommendations from the workforce. Any safety hazards or concerns should be documented using ECCTA designated software (TransTrack) and reviewed by management and the Safety Solutions Team. Significant trends should trigger appropriate discussion and action.
- The contractor is responsible for communicating all promotions, service changes, fare changes and other ECCTA-programs to drivers. The contractor must adhere to all program requirements, policies, and tracking policies as requested, including manual fare box keying of boardings when necessary.

Road Supervision

- The contractor shall provide road supervisors to oversee driver and vehicle operations. These supervisors will enhance customer service, support drivers during revenue service, respond to accidents or incidents, monitor condition of bus stops, assess operating conditions and on-time performance, and conduct passenger counts or surveys. They are also responsible for regularly checking functionality of on-street real-time signage. Any equipment that appears to be malfunctioning must be reported to ECCTA staff in writing immediately.

- The contractor shall provide a staffing plan that outlines the number of personnel required to adequately support road supervision functions. Additionally, the contractor shall provide a seven (7) days per week staff work schedule for staff to ECCTA.
- The contractor shall develop, implement, and maintain formal procedures for road supervisory personnel. These procedures must be included in the contractor's proposal and are subject to ECCTA review. Road supervision should be scheduled and coordinated by the contractor's General Manager or their designee.
- All road supervisors, safety personnel, and the operations manager must complete the contractor's formal training program, as approved by ECCTA, and possess at least a valid California Class B Commercial Driver's License with appropriate endorsements, including air brake and passenger endorsements. In addition, they must hold a current Verification of Transit Training (VTT) certificate prior to participating in revenue service.
- The contractor shall ensure all road supervisors receive Customer Service Training in accordance with the goals and objectives detailed in Attachment D "Customer Service Training Program."
- The contractor must prioritize assigning road supervision personnel to high ridership locations, specifically Antioch BART and Pittsburg-Bay Point BART stations, and Los Medanos College Pittsburg Campus, during, at a minimum, peak service times. This presence is critical to manage on-time departures, respond to customer concerns, and make necessary service adjustments for late-arriving buses.
- Each road supervisor shall conduct a minimum of 30 ride-alongs and/or road observations per month. These observations are essential to promote safe driving behaviors and ensure driver compliance with operational policies. The contractor's General Manager is responsible for ensuring compliance with the requirement.
 - Road observations involve supervisors monitoring drivers in real-time while they operate revenue service along assigned routes. The primary objectives include verifying adherence to safety protocols, evaluate on-time performance, confirming headsign accuracy, identifying operational issues, and providing constructive feedback to drivers.
 - All observations must be formally documented, and documentation must be submitted to ECCTA upon request.
- Road supervisors responding to accidents must follow all reporting policies and procedures as outlined in Attachment A "Accident Reporting Standard Operating Procedures". At least one manager, road supervisor, or dispatcher must be on-duty and/or on-call during all hours of bus operations (from the first pull-out to 20 minutes after the final pull-in) and must be able to respond on-site within 15 minutes of an incident.

Dispatching

The contractor shall provide a staffing plan that outlines the number of personnel required to adequately support the dispatching functions. Additionally, the contractor shall provide a seven (7) days per week staff work schedule for staff to ECCTA.

These personnel shall also be responsible for maintaining communications with all vehicles in service and for maintaining a daily dispatch log, in a format to be proposed by the contractor.

- Dispatchers shall be trained in basic professional conduct, radio protocol, the Americans with Disabilities Act (ADA) and other applicable disability discrimination laws, Title VI, de-escalation

techniques, and in cooperative approaches for working with drivers and passengers.

- All drivers must check-in with dispatch before the start of their shift. Dispatchers shall conduct a visual inspection to ensure that drivers are in proper uniform, present a professional appearance, and are prepared for service. Dispatchers shall also verify that drivers possess all required credentials, including but not limited to a Commercial Driver's License (CDL) with passenger endorsement, medical certificate, and any other documentation necessary for service.
- ECCTA shall provide the necessary information to support quality customer service; the contractor shall be responsible for communicating this information to all relevant employees. Dispatchers must be proficient in computer use and capable of managing multiple complex tasks simultaneously. Dispatchers are expected to promptly notify designated ECCTA staff via email of any unusual occurrences that result in significant service delays (15+ minute or more) as they arise. Dispatchers must be prepared to demonstrate proficiency in managing and fully utilizing the tools and system provided by ECCTA following the completion of required training.
 - This includes the knowledge and ability to post route information, such as significant service disruptions, unplanned detours, and stop closures, across various digital channels, including the Tri Delta Transit website. ECCTA currently utilizes a content management system (CMS) platform for website management and will provide the contractor with training and access to the Route Alerts section of the CMS.
- The contractor shall be responsible for responding to, and making necessary adjustments in response to, both planned and unplanned detours.
 - ECCTA will provide the contractor with information regarding planned detours that may affect service, routes, bus stops, and related operations, as such information becomes available. The contractor shall be responsible for reviewing the provided information, assessing potential impact, and submitting detour plans, as necessary, within the timeframes established by ECCTA in the notice.
 - As directed by ECCTA, the contractor will disseminate information on detours to its staff, and will include ECCTA Planning, Operations, and Customer Service Representatives. Such information shall include but is not limited to: affected routes and trip directions, turn-by-turn detour instructions, bus stop closures or missed stops, and temporary boarding and alighting provisions, and the expected duration of the event or project. The contractor shall be responsible for communicating this information to drivers, monitoring adherence to detour instructions, and responding to ECCTA requests for information received through dispatch.
 - The contractor shall promptly forward any detour information it receives to ECCTA for processing and broader communication. In the event of an after-hours detour or ECCTA staff unavailability, the contractor staff will be responsible for using public social media notification tools for broader communication. The contractor shall also be responsible for updating information in the CAD/AVL system for detours lasting between one and 30 calendar days.
 - For significant detours or those substantially impacting service, ECCTA may require the contractor personnel be onsite. ECCTA will collaborate with the contractor to develop appropriate plans and staffing coverage for such events.
- All dispatchers must successfully complete the contractor's formal driver training program, as approved by ECCTA, and hold a valid California Class A or B CDL with appropriate

endorsements, including air brake and passenger endorsements, along with current Verification of Transit Training (VTT) certificate prior to entering revenue service. The contractor may request a waiver of this requirement from ECCTA.

- The contractor shall ensure that all dispatchers receive Customer Service Training in accordance with the goals and objectives detailed in Attachment D, “Customer Service Training Program.”

Call Center Scheduling and Route Information

The contractor shall provide the staffing plan for the number of persons to adequately staff the Call Center for demand response reservations, scheduling, and route information functions. Reservation calls shall be accepted from 8:00 am to 5:00 pm every day including weekends and holidays. The contractor shall provide seven (7) days a week work schedule for staff to ECCTA. The contractor shall provide seven (7) days a week work schedule for staff to ECCTA.

- The contractor’s personnel shall be trained to proficiency and schedule to process the volume of incoming telephone requests for ADA and Senior (aged 65+) paratransit, NEMT, and Tri MyRide services.
- The contractor’s personnel shall be able to accurately enter the required passenger trip information, monitor on-time adherence, and must be knowledgeable in all aspects of ECCTA demand response operations.
- The contractor shall have sufficient reservationists on duty at all times to ensure that telephone call wait, or on-hold time(s) do not exceed three (minutes) on ninety-five percent (95%) of all calls and five (5) minutes on ninety-nine percent (99%) of all calls.
- Automatic answering devices or Interactive Voice Recognition (IVR)
- Systems may be substituted for normal reservation taking; however, the contractor must implement a means for passengers to speak directly with a qualified the contractor representative to coordinate pick-up/drop-off other service-related information.
- The contractor shall ensure that personnel are adequately trained and prepared to process requests for ECCTA on-demand services and requests for general system information from passengers. The contractor shall ensure that all scheduling personnel are trained to proficiency in the requirements of the Service Criteria for Complementary Paratransit Service as outlined in Title 49 Part 37&38 of the Code of Federal Regulations (as amended October 2011) before being assigned to the contractor’s Call Center and shall ensure that on-going mechanisms are in place for the evaluation of Scheduler performance, education, and training.
- The contractor shall ensure that all scheduling personnel are trained to proficiency in basic customer service techniques and shall ensure that such personnel have a comprehensive understanding of all the policies and procedures that are associated with all programs specified within this scope of work.
- ECCTA ADA trips are to be provided within service corridors with a width of three-fourths (3/4) of a mile on each side of ECCTA’s fixed-route service and an area with a three-fourths (3/4) of a mile radius at the ends of each fixed-route service. Both the point of departure and the destination of each trip must be within the service corridor.
- The contractor shall ensure that all ECCTA client trips with an agreed upon appointment or arrival time shall be scheduled to arrive at their dropoff location no more than 30 minutes before appoint / arrival times and no later than the agreed upon appointment / arrival times.
 - The ADA service criteria for paratransit allows a provider to negotiate pickup times with

passengers; however, a provider may not negotiate a passenger's pick-up time to begin more than one hour before or after the passenger's desired pick-up time. Contractor shall track and report all unaccommodated trip requests should the contractor be unable to accommodate a passenger's trip request within one hour (60 minutes) before or after the passenger's desired pick-up time.

- The contractor personnel will collect contact information, date, time, bus # and any other pertinent details when receiving customer feedback and forward it to ECCTA Customer Service for follow-up.

Driver Training Program

- The contractor shall develop, implement, and maintain a formal training and retraining program for all drivers in accordance with Federal and State of California laws and regulations. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind-the-wheel training under supervision of a certified instructor, and in- service training.
- It will be the responsibility of the contractor to train drivers to promote good conduct of passengers and enforce ECCTA's Passenger Rules of Conduct (available at the following link: <https://trideltatransit.com/rider-code-of-conduct-policy/> on the buses, including minimization of fare evasion. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts.
 - Training should include sensitivity training in providing customer service to distinct populations, such as the elderly, persons with disabilities, limited English proficient populations, and culturally diverse groups. The training should strive to be engaging and interactive for trainees.
 - Drivers shall receive comprehensive training and must be able to demonstrate proficiency in the use of all securement devices onboard revenue service vehicles for securing all types of mobility devices. The driver training program must be approved by ECCTA.
- The contractor shall not conduct behind-the-wheel training during revenue service (i.e. trainees cannot drive a bus in revenue service to count as behind-the-wheel training hours).
- Upon successful completion of the operator training program, drivers may only operate routes and services for which they have been formally trained. Formal route training includes a thorough review of the route schedule, bus stop locations, route turns, and behind the wheel training of the route, including at least two dry-runs per signup.
- Drivers may not operate routes or services in active revenue service without documentation reflecting adequate training and demonstrated knowledge.
- The contractor's driver training program should include innovative and effective strategies beyond DMV skills requirements to prevent fixed object accidents.
- All drivers must complete the contractor's formal training program as approved by ECCTA and be licensed with at least a valid California Class B CDL with proper endorsements and current Verification of Transit Training (VTT) certificate prior to entering revenue service.
- The contractor shall ensure that all drivers receive Customer Service Training in accordance with the goals and objectives detailed in Attachment D "Customer Service Training Program."
- The contractor shall ensure that all drivers refrain from using personal cell phones, or other personal electronic devices, text messaging, or using portable computer equipment outside of

the onboard CAD/AVL system while operating a ECCTA vehicle as required by California State law and the Department of Motor Vehicles. ECCTA maintains a zero-tolerance stance for all forms of distracted driving.

- The contractor shall develop an Accident Re-training program that includes the steps to retrain drivers, on a case by case basis. The contractor will provide all training documentation to ECCTA on an annual basis or when changes are made to the program, whichever comes first.
- The contractor shall ensure that all drivers refrain from using personal electronic devices or other distractions, such as earbud(s), headphones, handheld items, books, external speakers, while operating an ECCTA vehicle. Drivers are also prohibited from eating or drinking while driving. ECCTA maintains a zero-tolerance stance for all forms of distracted driving.

Drivers' Responsibilities

- Drivers shall complete pre-trip vehicle inspection checks to ensure all equipment, including the wheelchair lift, is operational and safe prior to entering revenue service. This includes relief pre-trip vehicle inspections when a driver is relieving another driver for a scheduled end of shift.
- Drivers shall complete a post-trip vehicle inspection upon completion of the service day. Operators will check for lost and found items, all windows and hatches closed, cut seats, graffiti or other acts of vandalism, and damages to vehicle interior or exterior not previously noted on the vehicle damage report. The contractor shall have a secure location for lost and found valuables turned in by vehicle drivers.
- Drivers shall, upon request by ECCTA, distribute notices to passengers, participate in special passenger counts, and assist in monitoring and supervision of ECCTA operations.
- Drivers will be required to honor special passes as directed by ECCTA. Drivers will not handle cash or make change but will ensure cash is correctly inserted into fareboxes, and issue credit tickets when applicable.
- Drivers will record accurate ridership counts by passenger category on GFI Fareboxes or other counting devices provided on the buses. The contractor shall provide thorough initial training and refresher training on all fare media and must maintain an up-to-date fare board in the drivers' lounge displaying all currently accepted fare types.
- Updates to the fare media may occur annually or as needed.
- Drivers are required to log into their Mobile Data Terminals (MDTs), Clipper units, and fareboxes using accurate route and run information at the start of each shift.
- Drivers must verify the accuracy of the headsign at each route terminus. Any malfunctioning or incorrect headsigns must be reported to maintenance in writing as soon as possible.
- Drivers shall refer to the MDT at all times during service to maintain accurate adherence to the scheduled route time and trip manifest.
- See Attachment E "Operator Training Requirements" for more information.

System Safety

- The contractor shall assume full responsibility for maintaining the highest possible standards of safety for passengers, operations personnel, and ECCTA's capital assets throughout the term of the Agreement. The contractor shall comply with all applicable California Highway Patrol and OSHA requirements, and State and Federal laws.
- The contractor shall develop, implement, and maintain a formal Safety Plan approved by

ECCTA.

- The contractor will assist ECCTA in the formation of a Safety Solutions Team that will comprise of an equal number of management and frontline personnel. The team will meet monthly.
- The Safety Solutions Team will be responsible for reviewing and approving any updates to the Public Transportation Agency Safety Plan (PTASP).
- The contractor is strongly encouraged to offer safety-related incentives to drivers and other employees, and to encourage drivers' participation in risk management activities.

Declared Emergencies

- ECCTA operates with the National Incident Management System (NIMS) and the State Emergency Management System (SEMS), with coordination provided locally by the Metropolitan Transportation Commission (MTC). ECCTA staff also collaborate as a partner with the Contra Costa County Office of Emergency Services. In the event of the declaration of a natural disaster, both ECCTA and the contractor staff are expected to report to the ECCTA offices as soon as possible after ensuring the safety of their families.
- The contractor must present a plan for staff outreach and other needed details in the event of a declared emergency. Contractor staff will be required to perform crucial functions to enable the successful and safe evacuation of eastern Contra Costa County and the greater San Francisco Bay Area. The contractor shall participate extensively in the preparation of, and training sessions for, emergency exercises conducted by various public safety agencies, including annual emergency drills with the Metropolitan Transportation Commission and Contra Costa County. The contractor shall attend county and regional emergency management meetings and shall participate in tabletop exercises.
- ECCTA's Emergency Operations Plan will be provided to the contractor. The contractor's management staff shall be familiar with the plan and prepared to use the plan in case of an emergency. The contractor is expected to follow the procedures and guidelines outlined in the plan.

Marketing and Customer Service

The contractor, in coordination with ECCTA, shall incorporate Marketing and Customer Service discussions into regularly scheduled meetings, as requested by ECCTA's on an as-needed basis. Discussion topics may include, but not limited to, feedback on marketing promotions, proposed schedule changes, detours and deviations, Real-Time Passenger Information training modules for drivers, and other related topics.

Press and Digital Media Representation

The contractor shall adhere to the guidelines in Attachment F "Press and Digital Media Representation Guidelines", which require the contractor to refrain from representing or publicizing itself on behalf of ECCTA and sharing confidential, sensitive, or proprietary information. Attachment F also provides restrictions and guidelines for the contractor's and its employees' distribution of content across traditional media, social media, and digital channels.

Handling Operational Incidents

The contractor shall develop, implement, and maintain formal written procedures for responding to emergencies and routine operational issues that may arise during the provision daily transit services. These procedures shall address, but are not limited to: in-service vehicle failures, fixed route buses operating significantly behind schedule, passenger disturbances, passenger injuries; driver-related incidents; and vehicle accidents. All procedures shall be submitted to ECCTA in the Safety, Security, and Risk Management Plan. ECCTA reserves the right to review and amend any aspect of the submitted plan.

Scheduling and Schedule Changes

Fixed Route Services – Subject to availability of funding, major schedule changes are completed at least once annually, and minor service changes are made more regularly, typically in coordination with the winter and spring BART schedule updates. All schedule changes shall be at the sole discretion of ECCTA'. ECCTA shall be responsible for the conceptual development of new routes, including route definition, patterns, span of service, headways, bus stop locations, and timepoints. The contractor shall collaborate with ECCTA staff to verify the general operating conditions for all newly proposed. Additionally, ECCTA may request that the contractor conduct run time checks to assess operational feasibility. In such cases, the contractor will be compensated at the approved hourly rate.

ECCTA will be responsible for the final route definition, trip building/scheduling, blocking (gate to gate vehicle assignments) of vehicles, and, after appropriate input from the contractor, the development and circulation of schedules. The contractor shall be responsible for translating blocking and scheduling information into a runcut and then rostering that runcut on which drivers will bid. ECCTA The contractor is also responsible for the creation of driver paddles, including deadhead and route turn by turns. The contractor shall report deadhead time and mileage to ECCTA each sign up for input into the ITS system. The contractor shall ensure that paddles and operator instructions are accurate and transmitted to ECCTA in accordance with the schedule presented for the service change. ECCTA currently utilizes Remix and Trapeze PASS version 21.

The contractor is required to utilize a robust run-cutting software solution aimed at optimizing workforce rostering and minimizing operational inefficiencies within the transit agency. The output of the runcut should be a flat file that is compatible with Remix. This software should prioritize the reduction of split shifts, spread times, and other scheduling challenges commonly faced by bus operators, with the overarching goal of enhancing operator retention rates. ECCTA shall provide Remix software licenses to the contractor staff as needed.

Farebox Revenue Collection and Accounting

All farebox revenues are the property of ECCTA. The contractor shall make all reasonable efforts to collect fares on behalf of ECCTA. ECCTA shall provide Electronic Self- Registering Fareboxes, other fareboxes, and the data collection system. Revenue collection and accounting are to be handled by contractor administrative staff only.

Revenue accounting is to be completed by competent and capable individuals and should be complementary to their primary duty under this Agreement.

The contractor shall, in accordance with a procedure specified by ECCTA, account for revenues collected on vehicles and deposit them into a local bank account designated by ECCTA for that purpose. ECCTA reserves the right to audit revenues contained in each farebox vault. The contractor shall count cash, coins, and miscellaneous items every day and prepare appropriate deposit slips and reports. At no point will fewer than two people be present for the cash count. The contractor shall provide revenue collection and accounting staff with pocketless uniforms to minimize the potential for theft. The contractor will faithfully deposit farebox revenue into ECCTA's account at least five (5) times per week. The contractor is responsible for securing armored truck services and is responsible for payment of this service.

The contractor is expected to compensate ECCTA for any theft by the contractor's employees.

Operations Reporting

The contractor shall submit operating data and related information to the specification and satisfaction of ECCTA. As ECCTA's data needs change, the contractor shall assist ECCTA in implementing revised data collection procedures and methods. The contractor shall collect and report operating and financial data to ECCTA in accordance with the California Public Utilities Code, Chapter 4, Section 99243 and the California Administrative Code, Title 21, Chapter 3, Subchapter 2; as required under California Transportation Development Act, and of the Uniform Financial Accounting and Reporting Elements, as required under FTA National Transit Database (formerly known as Section 15 of the Urban Mass Transportation Act of 1964).

The contractor shall assist ECCTA in any audit/review conducted by the Federal Transit Administration (FTA), the Metropolitan Transportation Commission, the Contra Costa Transportation Authority, the California Department of Transportation (Caltrans), California Highway Patrol (CHP), or other oversight agency.

General Reports Standards (to Be Finalized Post-Award)

The following constitutes general subject areas and schedules for reports delivery. After contract award, ECCTA and the contractor shall determine what exact data points and timelines are required.

Weekly reports shall be delivered to ECCTA in accordance with instructions provided by ECCTA. Monthly reports, including the contractor's invoice, shall be submitted accurately to ECCTA no later than the tenth (10th) day of the calendar month following the month of service provided.

All reports shall be regarded as supportive documentation of the contractor's invoice for payment and shall be submitted on a timely basis.

The following reports constitute an example of potential deliverables:

Daily Reports

The following reports shall be submitted to ECCTA each weekday morning with information for the prior service day. Information for Friday, Saturday, and Sunday is to be submitted on Monday mornings.

- Number of drivers needed for fixed route (FR) and demand response (DR)
- Number of drivers available for FR and DR

- Number of dispatchers and road supervisors who had to drive
- Number of missed trips and reasons for missed trips
- Number of late pulls from the yard and reasons for late pull
- ADA and non-ADA cancel at the door (if yes, total number and names)
- Passenger issues
- Number of complaints
- On-time performance for FR and DR
- Number of radio issues with bus numbers
- Number of Clipper issues with bus numbers
- Written Accident/Incident Reports to include Police Report (when received) within one day of occurrence via TransTrack.
- Written email notifications of accidents to designated ECCTA staff within two (2) hours of the accident.

Monthly Reports

The following reports shall be submitted to ECCTA on a monthly basis (plus receipts for any approved reimbursements or incidentals):

- Invoice/Summary
- General Manager report (overview of service goals, trends, hiring, retention, issues, etc.)
- Operations Manager report
- Safety Manager report
- Fixed fee report
- Fixed route monthly summary to include:
 - Deadhead hours
 - Revenue hours
 - Extra/special service hours
- Demand-Response monthly summary report to include:
 - Deadhead hours
 - Revenue Hours
 - Very Late Trips
 - Trip Denials
- Missed service report
- Vehicle mileage report
- Open management positions
- Road Call Data Sheet to include road calls and coach exchanges performed, as well as any service delays quantified
- Management/road supervisors driving credit (will be billed at 1.5x their hourly rate)
- Staffing level report
- Staffing list
- Accidents/incidents summary report
- Customer Service complaint summary
- DBE Expenditure Report

- DBE Utilization Report
- EPN pull notice summaries
- Pre-approved reimbursement requests with copy of receipts

Quarterly Reports

- Safety Manager Ride Check Reports
- DBE procurements report
- ADA Compliance Report
- Drug and alcohol program report
- Actual O&M costs

Annual Reports

- Drug and alcohol MIS report
- EEO report

Schedule Change Reports

The following reports shall be submitted to ECCTA in accordance with the established schedule for schedule changes:

- Prior to each signup period, electronic copies of run paddles and roster sheets
- Other reports as requested are to be determined on an as-needed basis by ECCTA.

Other Reports as Requested

Other reports as requested are to be determined on an as-needed basis by ECCTA.

Training Equipment

The contractor shall provide all training equipment including, but not limited to, the following: Audio and Visual Equipment, cameras, passenger mobility devices, and all other related components associated with operations and safety training. ECCTA shall provide a training trailer in a classroom configuration, and monitor screens in the operator break room. ECCTA shall provide training tools for agency-owned applications including, but not limited to: AVL Bus in a Box, Clipper test bench, GFI Training Setup, and other related hardware associated with operations and safety training.

Recycling Program

The contractor shall implement, maintain, and encourage a recycling program for their employees to recycle all paper, cardboard, batteries, etc. The contractor will implement measures to reduce paper trash in compliance with the requirements of the City of Antioch.

Drug Testing

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or

its operation administrations, the State Oversight Agency of the State of California, or ECCTA, 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 and review the testing process, including but not limited to such actions as making periodic mock collections, investigating reports by employees of flawed procedures, and requiring detailed explanations for cancelled tests. The contractor further agrees to certify annually its compliance with Parts 40 and 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to ECCTA's Chief Operating Officer and Drug and Alcohol Program Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. In addition to the annual compliance report, the contractor agrees to provide ECCTA with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results. The contractor shall provide quarterly MIS reports and prepare annual MIS report for ECCTA's review.

Computer Applications Training

The contractor, at its sole expense, will provide its employees with computer training for the software and hardware provided by the contractor only. ECCTA shall be responsible for all initial training on all ECCTA-owned applications and systems. ECCTA shall also provide initial comprehensive train-the-trainer training to the Operations and Training staff so that periodic retraining can be accomplished by the contractor. As new technologies or modules are presented, ECCTA shall present required training to the contractor.

Customer Service Program

The contractor shall investigate all Customer Complaints involving the contractor's staff or functions. All complaints in the customer service database (TransTrack) shall be investigated and resolved within five (5) days of receipt.

The contractor's employees must treat all customers with courtesy, avoid any arguments, de-escalate situations, and exercise patience, forbearance, and self-control under all conditions. The contractor shall be in compliance with the ECCTA Customer Service Program as found in Attachment G and shall implement a Customer Service Oversight Program similar to the points-based system described below.

Review Process

ECCTA and contractor staff will meet monthly at a minimum (prefer biweekly), to review any complaint trends as well as other operational performance.

Although ECCTA does not dictate the contractor's human resource policies or disciplinary processes, the contractor is required to maintain a robust oversight program to ensure compliance with all ECCTA policies, including the Customer Service Program (Attachment G). This policy outlines the expected behavior of a Professional Employee. Any behavior that violates this policy constitutes a Preventable Customer Relations Incident, or a Severe Customer Relations Violation, and must be documented in the CS Oversight System. Such incidents should also be included in the procedures for reporting customer

service statistics as part of the Service Incentives and Penalties Program. If necessary, ECCTA reserves the right to collaborate with the contractor to remove a staff member from Authority property.

SERVICE INCENTIVES AND PENALTIES

General Requirements

To encourage the highest quality service from the contractor, ECCTA has developed Service Incentives and Penalties (SIP) measures which will be used to judge the efficacy of service provided to ECCTA. These standards all have a potential positive and negative impact based on the quality of service provided by the contractor. These standards were designed to be true incentives toward the attainment of excellence by all ECCTA staff, and the contractor is encouraged to share them with all levels of personnel.

Incentives or Penalties shall be assessed on a monthly basis. ECCTA shall report SIP findings to the contractor no later than the 20th day of the month after the close of the month to ensure the contractor has ample time to take corrective action.

In the event that the contractor receives Incentives, the contractor will contribute no less than seventy-five percent (75%) to an employee fund. The contractor will be responsible for establishing an Employee Fund Committee with members consisting of drivers and other staff. This Employee Fund Committee will determine how the contributions from the contractor's Incentives are to be distributed. The Fund should be distributed to employees based on some measure of each employee's contribution to the attainment of the Incentive (i.e. performance-based and not simply per capita).

In the event that the contractor is assessed a penalty that exceeds the incentives earned, the contractor shall pay the full amount of the penalty to ECCTA within 30 days of issuing the monthly results of the SIP. If the total amount is not received within 30 days, ECCTA will deduct the amount owed from the contractor's monthly payment.

The SIP measures a variety of performance indicators from driver courtesy and complaint volume to service productivity and safety. SIP includes metrics that are meant to provide guidance and direction to the contractor regarding operational problems or concern areas as they arise.

Please note that ECCTA may revise the SIP metrics at any time but may only do so one month before the revised assessments take place. In order to promote the contractor's compliance with schedule and other performance requirements, ECCTA reserves the right, at its sole discretion, to assess or waive all or part of the SIP provision.

ECCTA intends to assess incentives/penalties monthly. Assessment will be based on information obtained through CAD/AVL reporting, ride checks, visual observations, video surveillance system, and such other means as ECCTA deems appropriate.

The contractor understands and agrees that if it fails to meet the schedule and other performance requirements of this Agreement, ECCTA will suffer damages which cannot be quantified. The contractor hereby agrees to pay (or to have deducted from its invoices) the liquidated damages amounts stated in this Section. The contractor further agrees that amounts payable under this Section are in the nature of liquidated damages and are not a penalty, and that such amounts are reasonable in light of the actual or

anticipated harm incurred and the difficulties of proof of actual loss.

The contractor shall have the opportunity to contest any penalties assessed on the grounds set forth in this section, but this shall not affect the right of ECCTA to deduct the amount of penalties from the monthly amount due the contractor, pending resolution of the dispute.

ECCTA does not intend to impose multiple penalties under this section for the same incident, occurrence, or event, but reserves the right to do so, in its discretion, in circumstances it deems to be appropriate.

Penalties shall be payable by the contractor to ECCTA within 20 calendar days after notice of assessment from ECCTA. In addition, ECCTA shall have the right to deduct penalties from any amount otherwise owed to the contractor.

Service Incentives and Penalties Index (to Be Finalized Post-Award)

- Preventable Vehicle Accident - Systemwide
 - Preventable vehicle accident per 100,000 miles is between 0.9 and 1.1: no incentive/penalty
 - Preventable accident per 100,000 miles is less than 0.9: incentive of \$2,000
 - Preventable accident per 100,000 miles is greater than 1.1: penalty of \$2,000
- Customer Complaints - Systemwide
 - Complaint per 10,000 boardings is between 0.9 and 1.1: no incentive/penalty
 - Complaint per 10,000 boardings is less than 0.9: incentive of \$2,000
 - Complaint per 10,000 boardings is greater than 1.1: penalty of \$2,000
- On-Time Performance – Fixed Route
 - On-time performance is between 85% and 88%: no incentive/penalty
 - On-time performance is less than 85%: penalty of \$2,000
 - On-time performance is greater than 88%: incentive of \$2,000
- On-Time Performance – Demand Response
 - On-time performance is between 93% and 95%: no incentive/penalty
 - On-time performance is less than 93%: penalty of \$2,000
 - On-time performance is greater than 95%: incentive of \$2,000
- Productivity – Paratransit Services (ADA and Non-ADA)
 - Passengers per Revenue Vehicle Hour is between 2.3 and 2.5: no incentive/penalty
 - Passengers per Revenue Vehicle Hour is less than 2.3: penalty of \$2,000
 - Passengers per Revenue Vehicle Hour is greater than 2.5: incentive of \$2,000
- Missed Trip -- If a trip is initiated but not substantially completed (i.e., 50 percent or more of the Revenue Miles provided) without prior approval from ECCTA, or if a trip departs from a timepoint after the published departure time of the next scheduled trip, the penalty shall be \$750 per occurrence.
- Missed Last Scheduled Trip -- If an incomplete scheduled trip is the last trip of the day in that direction on that route, the penalty shall be \$2,000 per occurrence.
- Passenger Bypass – Penalty will be assessed for unauthorized bypass of passengers that occur without Dispatch/Supervisor permission and/or documentation of prior incidents of passenger's non-compliance with ECCTA's Code of Conduct. Unauthorized passenger bypasses will be

determined by information including but not limited to customer complaints, staff observation, ride checks, and video. The penalty shall be \$100 per occurrence.

- Unavailable Personnel -- If any trip that is listed on the Published Schedules is not made due to the unavailability of contractor's personnel, the penalty shall be \$1,000 per occurrence.
- Uniforms/Grooming -- If the contractor's employees fail to comply with ECCTA's standards regarding appearance, uniforms, or grooming (see Attachment E) while in service, the penalty shall be \$100 per occurrence.
- Seatbelt -- Penalty shall be \$100 per occurrence for any operator who drives without wearing their seatbelt in revenue service, as determined by, but not limited to, customer complaints, staff observation, ride checks, and video.
- Late or Inaccurate Reports or Data -- If the contractor fails to comply with ECCTA's reporting requirements by either failing to input data into any ECCTA required software system, submitting daily, weekly, monthly, and/or annual reports or data after the due date and time, submitting inaccurate reports or data, or failing to provide information regarding detours as required under "Dispatching," the penalty shall be \$500 per occurrence.
- ADA Requirements -- If the contractor fails to comply with ADA requirements or with ECCTA's ADA policies, including failure to call out major stops and improper mobility device securement, the penalty shall be \$500 for each incident of ADA noncompliance.

Contractor Response and Defenses

If the contractor believes it has a defense to any liquidated damages assessed against it by ECCTA, it shall provide a written response to ECCTA within 5 days after receipt of the assessment. The written response will include evidence or documentation in support of its defense.

ECCTA may, in its discretion, provide the contractor with relief (in whole or in part) from any liquidated damages that could be assessed under this section if the contractor provides sufficient evidence or documentation to ECCTA that the events giving rise to the liquidated damages in question were beyond the contractor's control and could not be reasonably mitigated, as described in Section 74 of the Agreement. In addition, the contractor shall have a defense to liquidated damages in instances where ECCTA permitted the skipping of stops or other schedule or route deviations, for valid operational reasons.

Delays which could have been reasonably anticipated due to normal conditions in any given area or on any given roadway shall not be a defense to liquidated damages.

Reassignment/Removal of Key Management Positions

ECCTA recognizes that fluctuation in senior executive personnel associated with contract management is detrimental to the continued provision of ECCTA's transportation program. For purposes associated with this procurement, "key management personnel" is considered to be the following positions or their substantive equivalents:

- General Manager
- Assistant General Manager
- Safety Manager

- Training Manager

Contractor Rights

- For the positions listed above, the contractor has the right of termination at will. The contractor may not terminate these positions at ECCTA and reassign the individuals to another property or re-hire them for a period of one year.
- The one-year period begins on the day after the final working day of the employee.
- The contractor has the right to request a waiver of this policy; however, it must be presented to the ECCTA Chief Executive Officer in writing for formal consideration. Waivers to this policy will be granted on an exceptional basis only.

ECCTA Rights

- ECCTA retains the right to determine the qualifications for all four key management positions as listed above.
- ECCTA retains the right to require the removal of any of the four key management positions listed above without penalty.
- In the event that the contractor chooses to remove or reassign any of the listed key management positions without ECCTA's consent, ECCTA is likely to incur damages, but in an amount that would be extremely difficult or impracticable to determine. Therefore, in such an event, a reasonable estimate of such damages is an amount equal to six months' salary and fringe benefits for each such removal or reassignment made, which amount shall be documented and credited to ECCTA on the contractor's invoices.
- If any key personnel position remains vacant for more than two months, ECCTA shall receive a credit for the salary and benefits associated with that position beginning on the first day following the two-month period.
- ECCTA has the right to waive this policy at its sole discretion.

The provisions in this section do not constitute a contract of employment between the above-mentioned positions and ECCTA. These provisions shall not hamper in any way any regular disciplinary actions as required by the contractor's human resources management.

Section 7

Proposal Forms

PROPOSAL COVER FORM**For
RFP #2025-03**

Eastern Contra Costa Transit Authority (ECCTA)
Antioch, CA

DATE SUBMITTED: _____

NAME OF INDIVIDUAL SUBMITTING PROPOSAL: _____

CONTACT PERSON: _____

NAME UNDER WHICH BUSINESS IS CONDUCTED: _____

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE: _____

FAX: _____

PLEASE COMPLETE THE FOLLOWING TWO BOXES.

The names of all persons interested in the foregoing proposal as principals are as follows:	
1.	2.
3.	4.

Proposer holds California Business License No.:
<i>Proposer declares under penalty of perjury that the foregoing is true and correct.</i>

CONDITIONS:

1. The undersigned understands that they will be bound by the proposal as expressed by these forms if an award is made by ECCTA. The contract will be in accordance with this proposal.
2. The Request for Proposals, Information for Proposers, General Conditions, Scope of Work, Special Conditions, Proposal Forms, Required Certifications, and Addenda, if any, are made a part of this proposal.
3. The undersigned understands that any clarification made to the proposal form or any new and different conditions or information submitted in or with the proposal form, other than that requested, may render the proposer unresponsive.

4. The undersigned acknowledges the receipt of the following addenda:

5. The undersigned understands that ECCTA reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of ECCTA.
6. The undersigned understands that all proposals shall remain in effect for sixty calendar days from the day of the proposal due date.
7. The undersigned has carefully examined the location of the proposed work, the annexed proposed form of contract, and the contract documents therein referred to.
8. The undersigned certifies that the proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, storage, delivery, and all other costs necessary to perform the work in accordance with the contract documents.
9. The undersigned will place the proposal package in one or more sealed envelopes marked and deliver them to ECCTA in manner, and by the times, provided in the RFP.

PRICE PROPOSAL FORM
For
RFP # 2025-03

Price Proposal

Proposers shall provide a Price Proposal using the forms set forth in this section for each of the four base years of the contract term, and then for each of the three two-year options. The price proposal shall include:

1. The total proposed price for each year of the base contract term
2. Detailed base and year pricing information comprising of:
 - a. The total price
 - b. In the format set forth in the price proposal forms
 - c. Allocated between fixed and variable costs as indicated on those forms
 - d. All corporate overhead and profit must be clearly identified and itemized.
3. Estimated year pricing for each subsequent contract option

ECCTA reserves the right, in its discretion, to conduct a cost/price analysis and/or a price reasonableness analysis of the Price Proposals by internal staff and/or a competent independent third party.

VARIABLE COSTS	7/1/26-6/30/27 Year 1	7/1/27-6/30/28 Year 2	7/1/28-6/30/29 Year 3	7/1/29-6/30/30 Year 4
Operations Direct Labor				
Vehicle operator's wages				
Vehicle operator overtime				
Payroll taxes				
Worker's compensation				
Paid time off (vacation, holidays, sick)				
Medical insurance				
Employee welfare (including incentives)				
Other benefits				
Operator Direct Labor				
Divided by Projected Annual Service Hours				
Total Direct Operator Labor Cost Per Hour				
Other Variable Costs				
Uniforms				
Recruiting				
Background and driving records				
Drug and alcohol testing				
Physicals				
Other miscellaneous				
Subtotal Other Variable Costs				
Total Variable Costs				
Divided by Projected Annual Service Hours				
TOTAL VARIABLE COST PER HOUR				
FIXED COSTS				
G&A				
General Manager wages				
General Manager paid time off (vacation, holiday, sick)				
General Manager benefits				
Assistant General Manager wages				

Assistant General Manager paid time off (vacation, holiday, sick)				
Assistant General Manager benefits				
Safety Manager wages				
Safety Manager paid time off (vacation, holiday, sick)				
Safety Manager benefits				
Training Manager wages				
Training Manager paid time off (vacation, holiday, sick)				
Training Manager benefits				
Call Center wages				
Call center paid time off (vacation, holiday, sick)				
Call center benefits				
Payroll taxes				
Worker’s compensation				
Employee welfare including incentives				
Other benefits				
SUBTOTAL G&A Labor w/ taxes and benefits				
Contract G&A				
Office supplies				
Printing/photocopy				
Computer supplies/maintenance				
Operations travel				
Legal fees				
Telephone – mobile				
Payroll processing				
Seminars/training				
Equipment lease/rental				
Postage/overnight				
Dues and subscriptions				
Conference Attendance				
Safety meetings				
Technology Plan/Strategy				
Other admin materials or services				

Subtotal Contract G&A				
Operations Supervision				
Safety and training wages				
Field supervision wages				
Dispatch wages				
Uniforms				
Payroll taxes				
Worker's compensation				
Paid time off (vacation, holiday, sick)				
Medical insurance				
Employee welfare including incentives				
Other benefits				
Subtotal Operations Supervision				
Insurance				
Auto liability				
General liability				
Physical damage				
Other insurance				
Subtotal Insurance				
TOTAL CONTRACT FIXED COSTS				
Corporate Overhead and Profit				
Corporate overhead				
Other corporate charges				
Profit				
TOTAL CORPORATE OVERHEAD AND PROFIT				

Summary

Original	Year 1	Year 2	Year 3	Year 4
Total Variable Cost				
Total Contract Fixed Cost				
Total Corporate Overhead and Profit				
Total Annual Cost				

Alternative	Year 1	Year 2	Year 3	Year 4
Total Variable Cost				
Total Contract Fixed Cost				
Total Corporate Overhead and Profit				
Total Annual Cost				

Option Years

	Option 1		Option 2		Option 3	
	7/1/30-6/30/31	7/1/31-6/30/32	7/1/32-6/30/33	7/1/33-6/30/34	7/1/34-6/30/35	7/1/35-6/30/36
Total Variable Cost						
Total Contract Fixed Cost						
Total Corporate Overhead and Profit						
Total Annual Cost						

IF INDIVIDUAL OR SOLE OWNER OF BUSINESS:

Signature and Printed Name

IF PARTNERSHIP OR JOINT VENTURE:

The undersigned certify that we have full and proper authority to sign this proposal form.

Partnership or Joint Venture Composed of:

Signature, Printed Name, Title, and Company Name

Signature, Printed Name, Title, and Company Name

Partnerships and Joint Ventures must complete and submit the Power of Attorney form included with these proposal documents.

IF CORPORATION:

The undersigned certify that we sign this proposal form with full and proper authorization to do so. We also have included a fully executed Power of Attorney form identifying the Managing Sponsor in our proposal packet.

Signature, Printed Name, and Title

Signature, Printed Name, and Title

The Corporation is incorporated under the laws of the State of: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That _____ (name of partnership/joint venture/corporation) which is desirous of entering into a contract with the Eastern Contra Costa Transit Authority, do so hereby designate and appoint _____ (one of the general partners/ventures’ or officer of the corporation) hereinafter called the “Managing Sponsor,” as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the _____ (name of partnership/joint venture/corporation), to execute a proposal for RFP #2025-03 and to execute and enter into a contract with the Eastern Contra Costa Transit Authority, and to represent and bind the partnership/joint venture/corporation, in all matters in connection with such proposal and contract, and the undersigned specifically acknowledge and agree that the execution of such proposal or contract by the Managing Sponsor shall constitute the agreement of each general partner/venturer/corporation to be jointly and severally liable for any and all of the duties and obligations of the partnership/joint venture/corporation arising from such proposal or contract.

In witness whereof the undersigned have executed this Power of Attorney this ____ day of _____, 20__.

Company Name: _____

By: _____

Title: _____

Subscribed and Sworn to before me

This ____ day of _____, 20__.

Notary Public in and for State of _____

Residing at _____

Section 8

Required Certifications

Required Certifications

All forms must be properly signed and notarized (as required) and returned with the Proposal Form.

- ☐ Americans with Disabilities Acts
- ☐ Buy America
- ☐ Cargo Preference – Use of United States Flag Vessels
- ☐ Certification of Eligibility
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ Certification Regarding Workers' Compensation
- ☐ Certification Concerning Control of Employee or Contractor
- ☐ Certificate of Current Cost or Pricing Data
- ☐ Disclosure of Governmental Positions
- ☐ Drug-Free Workplace Certification
- ☐ Faithful Performance Bond
- ☐ Fair Employment Practices Certificate
- ☐ Fly America Requirements
- ☐ Incorporation of Federal Transit Administration (FTA) Terms
- ☐ Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ☐ Non-Collusion Affidavit

AMERICANS WITH DISABILITIES ACT

The contractor and any of its subcontractors under this contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 **et seq.**; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following regulations and any Addendums thereto.

Authorized Signature: _____

Date: _____

BUY AMERICA CERTIFICATE

(Steel, Iron or Manufactured Products)

Certification requirement for procurement of steel, iron, or manufactured products

CERTIFICATE OF COMPLIANCE

The contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Part 661.

Firm Name

Signature of Authorized Official

Name and Title of Authorized Official

Date

CERTIFICATE OF NON-COMPLIANCE

The contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 C.F.R. 6617.7.

Firm Name

Signature of Authorized Official

Name and Title of Authorized Official

Date

CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS

Pursuant to 46 U.S.C. §1241 46 and C.F.R. Part 381, the bidder agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 business days following the date of loading for shipments originating within the United States, or within 30 business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the bidder in the case of a sub-contractor’s bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Date: _____

Signature: _____

Title: _____

Company Name: _____

CERTIFICATION CONCERNING CONTROL OF EMPLOYEES

The proposer, by entering into this contract with ECCTA to perform or provide work, services, or materials to ECCTA, does hereby certify and assure that in performing the services under this contract, the proposer shall act as an independent proposer and shall have full control of the work and proposer's employees. Proposer, and its employees, in no circumstances whatsoever shall imply or be considered as an agent(s) or employee(s) of ECCTA. Proposer employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which ECCTA provides its own employees.

Any infraction of this certification shall be cause for termination of this contract.

PRINTED NAME

SIGNED

AUTHORIZED REPRESENTATIVE OF PROPOSER

TITLE

DATE

CERTIFICATION OF ELIGIBILITY

The _____ (name of bidder) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons of firms currently debarred for violations of various public contracts incorporating labor standard provisions.

SIGNED:

TITLE: _____

DATE: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Pursuant to 49 C.F.R. Part 29, Appendix B)

By signing and submitting this bid, the bidder is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The bidder shall provide immediate written notice to the Eastern Contra Costa Transit Authority if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “*covered transaction*,” “*debarred*,” “*suspended*,” “*ineligible*,” “*lower tier covered transaction*,” “*participant*,” “*person*,” “*primary covered transaction*,” “*principal*,” “*bid*,” and “*voluntarily excluded*,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 C.F.R. Part 29). You may contact the Eastern Contra Costa Transit Authority for assistance in obtaining a copy of those regulations.

The bidder agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department of agency with which this transaction originated.

The bidder further agrees by submitting this bid that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the sub-contractor.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

1. The bidder certifies, by submission of this bid or bids, that neither it nor its “principals,” as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. If bidder is unable to certify to the statements in this certification, bidder shall attach an explanation to this bid.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

CERTIFICATE REGARDING WORKERS' COMPENSATION

Contract with the EASTERN CONTRA COSTA TRANSIT AUTHORITY, 801 Wilbur Avenue, Antioch, California 94509, for the operation of its mobility services (including fixed route, paratransit, microtransit, and non-emergency medical transportation).

RFP #2025-03

Labor Code Section 3700:

“Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.”

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____, 20____.

BY: _____

OFFICIAL TITLE: _____

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the proposer with the Authority prior to performing any work under this contract.)

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of transit operating services are accurate, complete, and current as of _____. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: _____

Signature: _____

Name: _____

Title: _____

Date of execution: _____

DISCLOSURE OF GOVERNMENTAL POSITIONS

List all bidder and sub-contractor employees who, within the last 12 months, have held or do hold any positions as directors, officers, consultants, or employees of any federal, state, or local governmental agency, or district.

Authorized Signature: _____

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

Company Name: _____

The contractor named above hereby certifies compliance with U.S. DOT regulations 49 C.F.R. Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition
2. Establish a Drug-Free Awareness Program as required to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations
3. Every employee who works on the proposed contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract; and
 - c. Notify the employer (bidder) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction
4. Notify the Federal Transit Administration (FTA) in writing within 10 calendar days after receiving notice required by paragraph 3(c) from an employee or otherwise receiving actual notice of that conviction. The bidder, as employer of any convicted employee, must provide notice, including position title, to every project officer or otherwise designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
5. Taking one of the following actions within 30 calendar days of receiving notice under paragraph 3 (c) with respect to any employee who is convicted:
 - a. Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, and 5 of this certification. The bidder agrees to maintain a list of identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

SIGNATURE

TITLE

FAITHFUL PERFORMANCE BOND

THIS FAITHFUL PERFORMANCE BOND (**Bond**) is dated _____, 202__ is in the amount of _____ (**Penal Sum**), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to _____ (**Contractor**), _____ (**Surety**), Eastern Contra Costa Transit Authority (**Owner**), or other party shall be considered plural where applicable.

CONTRACTOR:

Name

Address

City/State/Zip

SURETY:

Name

Principal Place of Business

City/State/Zip

CONTRACT:

Contract for Transit Operations, RFP #2025-03, dated _____, 202__, in the amount of _____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name: _____

Title: _____

SURETY

Company: (Corp. Seal)

Signature: _____

Name: _____

Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner provides Surety with written notice that Owner has declared a Contractor Default under the Contract pursuant to the terms of the Contract; and
 - 3.2. Owner has agreed to pay the Balance of the Contract Sum:
 - 3.2.1. To Surety in accordance with the terms of this Bond and the Contract; or
 - 3.2.2. To a Contractor selected to perform the Contract in accordance with the terms of this Bond and the Contract.
4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors or entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or
 - 4.3. Undertake to perform and complete the Contract by obtaining bids from qualified contractors or entities acceptable to Owner for a contract for performance and completion of the Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and,

after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 6 below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Contract obligations. Surety's obligations include, but are not limited to:
 - 6.1. Contractor's obligations to complete the Contract and correct Defective Work;
 - 6.2. Contractor's obligations to pay liquidated damages; and
 - 6.3. To the extent otherwise required of Contractor under the Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).
7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the contract documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Contract, or in the courts of Sonoma County, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in the Contract. Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

- 14.1. **Balance of the Contract Sum:** The total amount payable by Owner to Contractor pursuant to the terms of the Contract after all proper adjustments have been made under the Contract, for example, deductions for progress payments made, and increases/decreases for approved change orders.
- 14.2. **Contract:** The contract between Owner and Contractor identified on the signature page of this Bond, including all contract documents and changes thereto.

- 14.3. **Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract, limited to “default” or any other condition allowing a termination for cause as provided in the Contract.
- 14.4. **Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Contract.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the proposer agrees as follows:

- A. The proposer will not willfully discriminate against any employer or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
- B. The proposer will send to each labor union or representative workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the proposer's commitments under this section; and the proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. The proposer will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, ECCTA or any other appropriate agency of the State of California designated by ECCTA for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- D. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by ECCTA as a basis for determining the proposer to be not a "responsible proposer" as to future contracts for which such proposer may submit proposals, for revoking the proposers pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the proposer.

ECCTA shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the proposer has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, ECCTA shall notify the proposer that, unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, the proposer's pre-qualification rating will be revoked.

- E. The proposer agrees that should ECCTA determine that the proposer has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Section 1735 and 1775, the proposer shall, as a penalty to ECCTA, forfeit, for each calendar day, or portion

thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the proposer. ECCTA may deduct any such damages from any monies due the proposer.

- F. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion as to prevent ECCTA from pursuing any other remedies that may be available at law.
- G. Prior to award of the contract, the proposer shall certify to ECCTA that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by ECCTA.
 - a. The proposer shall provide evidence, as required by ECCTA, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The proposer shall provide evidence, as required by ECCTA, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.
 - c. The proposer shall file a basic compliance report as required by ECCTA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.
 - d. Personally, or through its representatives, the proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:
 - i. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.
 - ii. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - e. The proposer shall notify ECCTA of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.
- H. The proposer will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract so that such provisions will be binding upon each subcontractor.
- I. Statement and Payrolls. The proposer shall maintain its records in conformance with the requirements included in the Information to Proposers and the following Special Conditions:
 - a. The submission by the proposer of payrolls, or copies thereof, is not required. However, each proposer and sub-contractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.
 - b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.
 - c. The proposer shall make its payroll records available at the project site for inspection by ECCTA and shall permit ECCTA to interview employees during working hours on the job.

The following certification is to be executed by every proposer and enclosed and forwarded in a sealed envelope containing the proposal. The person signing the certification shall state his/her address and official capacity.

FAIR EMPLOYMENT PRACTICE CERTIFICATION

The undersigned, in submitting a proposal for performing work as specified in the Scope of Work hereby certifies that the proposer will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

PROPOSER

SIGNATURE

PRINTED NAME OF SIGNER

TITLE

MAILING ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

DATE

FLY AMERICA REQUIREMENTS

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

Signed

Title

Date

Attest

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated April 14, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. _____ shall not perform any act, fail to perform any act, or refuse to comply with any ECCTA requests which would cause ECCTA to be in violation of the FTA terms and conditions.

Signed

Title

Date

Attest

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of 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.

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.

Identify the status of the covered federal action.

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.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contracts and contract awards under grants.

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, if known.

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 States Coast Guard.

Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

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".

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.

- 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).

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.

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.

Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

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.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

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 this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503
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LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Pursuant to 49 C.F.R. Part 20, Appendix A)

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, Addendum, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Signature of Authorized Official

Name and Title of Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan of guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(Attach Continuation Sheet(s), if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned		13. Type of Payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify
12. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Members(s) contacted, for Payment indicated in Item 11: 		
(Attach Continuation Sheet(s), if necessary)		
15. Continuation Sheets(s) SF-LLL-A attached: _____ Yes _____ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$1,000,000 for each failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES									
CONTINUATION SHEET									

[illegible]

Authorized for Local Reproduction									
Standard Form - LLL - A									
BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;									
8025-01-C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C;									
6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C;									
4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C; 4000-01-C;									
3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C;									
4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C;									
4910-62-C									

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

PROPOSER'S SIGNATURE: _____

DATE: _____

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS

The following statements as to the experience and qualifications of the proposer are to be submitted with the proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the proposer.

9. The proposer has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.
10. The proposer, as a contractor, has successfully completed at least two projects of like magnitude, comparable difficulty and rates of progress to the work, including:

LIST TWO OR MORE PROJECTS

11. The proposer, as a contractor, has never failed to satisfactorily complete a contract awarded to the contract, except as follows:

NAME ANY AND ALL EXCEPTIONS AND REASONS THEREFORE

12. The proposer has satisfactorily completed the following contracts in the last five years, for the owner indicated, and to whom reference is made,

LIST THREE CONTRACTS AND PROVIDE CONTACT PERSON AND TELEPHONE NUMBER FOR EACH PROJECT

Year	Type of Work	Contract Amount	Contact (Name and Number)

13. The names of all persons interested in the foregoing proposals as principals are as follows:

(If proposer of other interested person is:

- A corporation: state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof.
- A general partnership: state true name of the firm, as well as the names of all individual partners composing the firm.
- A limited partnership: state the names of all general partners and limited partners.
- An individual: state first and last names in full.)

Contractor's License Number:

License Expiration Date:

Section 9

Required Disadvantaged Business Enterprise Program Forms

EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA)**Prime Contractor and Subcontractor/Subconsultant/Supplier Report**

Bidder's Name: _____ Contract # and Name: _____
 Address: _____ Zip Code: _____ Is your firm a Disadvantaged Business Enterprise: Yes _____ No _____
 Owner or Contact Person: _____ Phone: () _____ Fax: () _____
 E-Mail: _____ Ethnicity: _____ Gender: _____ Annual Gross Receipts: _____ Age of Firm: _____

INSTRUCTIONS: Please provide information **on ALL firms** (subcontractors/subconsultants/suppliers) that provided Bidder a bid, quote, or proposal to perform work, provide labor, render services or provide supplies in connection with this contract **WHETHER BID WAS ACCEPTED OR NOT**. You shall provide this information for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). If no subcontractors/subconsultants/suppliers will be used, mark "N/A" and sign the form.

Provide the North American Industry Classification System (NAICS) code(s) applicable to each scope of work the firm is sought out to perform on the contract. NAICS search <https://www.census.gov/naics/>.

Ethnicity: Indicate whether the majority owner is (AS) Asian-Pacific; (B) Black; (H) Hispanic; (N) Native; (SA) Subcontinent Asian; (NM) Non-Minority, or (O) Other

Gender: Indicate gender for the majority owner, either (M) Male or (F) Female. Make a copy of this form for additional firms.

Signature is required on page two of this form to be deemed responsive.

Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information		Contractor's License No. DIR Registration No.	DBE (Yes*/No)	Portion of Work or Type of Materials/Supplies (DBE suppliers must complete the DBE Supplier Form)	NAICS Code(s) for each work item	Dollar Amount of Work Materials/Supplies	Bid/Quote Accepted (Yes**/No)	DBE Amount***	Annual Gross Receipts
1	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								
	Ethnicity: Gender:								Age of Firm: ____
2	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								
	Ethnicity: Gender:								Age of Firm: ____
3	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								
	Ethnicity: Gender:								Age of Firm: ____

Prime Contractor and Subcontractor/Subconsultant/Supplier Report (Continued)

Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information		Contractor's License No. DIR Registration No.	DBE (Yes*/No)	Portion of Work or Type of Materials/Supplies (DBE suppliers must complete the DBE Supplier Form)	NAICS Code(s) for each work item	Dollar Amount of Work Materials/Supplies	Bid/Quote Accepted (Yes**/No)	DBE Amount***	Annual Gross Receipts
4	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								
	Ethnicity: Gender:								Age of Firm: ____
5	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								
	Ethnicity: Gender:								Age of Firm: ____
6	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								
	Ethnicity: Gender:								Age of Firm: ____

Attach additional sheets as necessary.

DBE Amount:

\$

=

% Bidder's DBE Achievement

Total Bid Amount:

\$

* If Yes, please also provide certification number or [California Unified Certification Program Firm ID](http://www.californiaucp.dbesystem.com) number (www.californiaucp.dbesystem.com)

** Do not indicate more than one "Yes" for alternative subcontractors for the same work. **Do not indicate TBD for "Bid Quote Accepted."**

*** DBE participation includes that portion of the work actually performed by a certified DBE with its own forces. The **DBE Regular Dealer/Distributor Affirmation Form** must be submitted to confirm counting determinations for DBE supplier/distributor credit. Count 60%, of the cost of materials and supplies or 40% for DBE distributor.

The undersigned agrees that if it is the successful bidder and is awarded the contract with Eastern Contra Costa Transit Authority it will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted for the work as indicated above. I certify that the information included on this form is accurate and true.

Signature of Owner or Authorized Representative
September 2024

Title

Date

Eastern Contra Costa Transit Authority (ECCTA)

PROGRESS PAYMENT REPORT

To be completed by Prime Contractor and submitted with every invoice.

PART 1: PROJECT SUMMARY

Contract Award Date:		ECCTA Contract No.:		Contract Title:	
Prime Contractor:		Contact Person:		Contact Phone No.:	Contact Email:
Prime Contractor Address:				Signature:	
Invoice Date:		Invoice No.:		For the Period:	

1. Award amount of Prime Contract	\$
2. Amount of Change Orders, Amendments and Modifications to Date	\$
3. Total Contract Amount to Date including Change Orders, Amendments and Modifications (Line 1 + Line 2)	\$
4. Total Amount for this Invoice	\$
5. Total Previously Invoiced Awaiting Payment	\$
6. Total Amount Paid to Date (not including Lines 4 and 5)	\$
7. Total Invoice Amount Requested to Date (Line 4 + Line 5 + Line 6)	\$
8. Percent Complete (Line 7/Line 3)	%

PART 2: SUBCONTRACTOR PAYMENT DETAIL SUMMARY

A	B	C	D	E	F	G	H	I
Name of Firm (Including Prime Contractor and Subcontractor)	DBE (Y/N)	Contract Amount (\$)	Amount of Change Orders to Date (\$)	Total = Contract Amount + Change Orders (C+D) (\$)	Amount Invoiced This Period (\$)	Previously Invoiced Awaiting Payment (\$)	Amount Paid to Date (\$)	Percent Complete to Date ((F+G+H / E) (%))
TOTAL								

EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA)
SUBCONTRACTOR PAYMENT DECLARATION

This form must be completed and submitted by the Prime Contractor for all subcontractors for every invoice submitted to ECCTA within five (5) days following actual payment to subcontractor. Payments to subcontractor shall be made no later than ten (10) working days following receipt of progress payment from ECCTA. Use additional sheets if necessary. Failure to submit all required information may lead to partial withholding of progress payment.

Date: _____ Contract No.: _____

Contract Title: _____

Prime Contractor: _____

Invoice Date: _____ Invoice No.: _____

For the Period: _____

Total Amount of Invoice: _____ ECCTA Check #: _____

Subcontractor	DBE (Y/N)	Business Address Payment Sent To Including ZIP Code	Amount Paid	Payment Date	Check Number

Total Amount Paid to Subcontractor(s) (this Pay Period)

I/We declare under penalty of perjury under the laws of the State of California that the above information is complete, and that the tabulated amounts paid to date are accurate and correct.

Signature of Contact Person

Date

Print Name

Phone

**EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA)
FINAL EXPENDITURE REPORT**

To be completed and submitted by Prime Contractor at the end of the contract.

CONTRACT TITLE/NO.				TOTAL CONTRACT AWARD AMOUNT				DATE OF AWARD			
PRIME CONTRACTOR NAME AND ADDRESS INCLUDING ZIP CODE				TOTAL EXPENDITURES AT END OF CONTRACT				DATE OF CONTRACT COMPLETION			
PROJECT MANAGER NAME				PROJECT MANAGER SIGNATURE					DATE		
CONTACT PERSON NAME RE: FINAL EXP. REPORT				CONTACT PHONE NUMBER				CONTACT EMAIL			
IMPORTANT: I) Identify all subcontractors											
					DBE Participation						
LIST FIRM(s) List Name, Address including ZIP code, and Contact Person	Phone Number	Email Address	Item of Work, Service or Materials Supplied	NAICS Code *	Certified DBE (Y/N)	Certifying Agency	Ethnicity	Gender	Date of Work Completed	Date of Final Payment	Total Amount Paid
A. PRIME Contractor											
B. Subcontractor											
TOTAL											\$
Comments/Notes: (Explain cost overruns or discrepancies, DBE firm substitutions, etc...)											

* **NAICS Code:** North American Industry Classification System Code. Codes can be found at <http://www.census.gov/naics>.

- **Ethnicity:** Indicate whether the majority owner is (AS) Asian-Pacific; (B) Black; (H) Hispanic; (N) Native; (SA) Subcontinent Asian; (NM) Non-Minority, or (O) Other

- **Gender:** Indicate gender for the majority owner, either (M) Male or (F) Female.

- DBEs must be certified by an agency participating in the California Unified Certification Program. www.californiaup.dbesystem.com.

- Important: Attach the proof of certification for each DBE firm.

- This information will be used to create and maintain a federally-required Bidders List.

- Use additional sheets as necessary.

Section 10

Sample Contract

PROFESSIONAL SERVICES AGREEMENT

FOR

Transit Operations

This Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20__ by and between the Eastern Contra Costa Transit Authority, (hereinafter called "AUTHORITY") an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500 *et seq.*, and _____ hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, AUTHORITY desires to engage CONTRACTOR to provide professional services in the AUTHORITY;

WHEREAS, CONTRACTOR is qualified to provide such services to the AUTHORITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire on _____. (b) Notwithstanding the provisions of (a) above, AUTHORITY may with or without cause, direct CONTRACTOR to suspend, delay or interrupt Services, in whole or in part, for such periods of time as AUTHORITY may determine in its sole discretion. (c) AUTHORITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONTRACTOR commit a material breach of this Agreement, or part

thereof, and not cure such breach within ten (10) calendar days of the date of AUTHORITY's written notice to CONTRACTOR demanding such cure, in which case CONTRACTOR shall be liable to AUTHORITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) AUTHORITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever AUTHORITY determines that such termination is in AUTHORITY's best interests, in which case CONTRACTOR shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONTRACTOR shall continue its work throughout the course of any dispute, and CONTRACTOR's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. AUTHORITY shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder in an amount based upon CONTRACTOR's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein. A summary follows:

	Year 1	Year 2	Year 3	Year 4
Total Variable Cost				
Total Contract Fixed Cost				
Total Corporate Overhead and Profit				
Total Annual Cost				

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefore by CONTRACTOR to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of AUTHORITY including, without limitation, CONTRACTOR's transmittal of all deliverables to AUTHORITY required by EXHIBIT A.

AUTHORITY shall not incur any charges under this Agreement, nor shall any payments become due to CONTRACTOR for any payment period on the Project, until AUTHORITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONTRACTOR has partially completed one or more deliverables due during a payment period, and if CONTRACTOR demonstrates diligent progress thereon, then

AUTHORITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon AUTHORITY. AUTHORITY shall not be liable for, and CONTRACTOR shall not be entitled to, any payment for Services performed before this Agreement's execution.

All farebox revenues collected by the contractor are the property of ECCTA. The contractor shall be responsible for handling farebox revenues in the manner discussed in Exhibit A, and as necessary for ECCTA to meet state and federal funding sources.

4. Contract Documents and Order of Precedence. The Information provided to Proposers, General Conditions, Special Conditions, Scope of Work, and all other documents required by the RFP are essential parts of the Agreement and are incorporated by reference into this Agreement (collectively "Contract Documents"). The Contract Documents are intended to be complementary, and a requirement occurring in one is binding as though occurring in all. There are no Contract Documents other than those listed herein.

In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

- a. Contract Amendments or modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying
 - b. Agreement and its Attachments A, B, and C
 - c. Special Conditions and Scope of Work
 - d. General Conditions and Information to Proposers
5. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the AUTHORITY. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
6. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to AUTHORITY for review and copying

during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.

7. Transportation Data Reporting. The contractor shall collect and report operating and financial data to ECCTA in accordance with the California Public Utilities Code, Chapter 4, Section 99243 and the California Administrative Code, Title 21, Chapter 3, Subchapter 2; as required under California Transportation Development Act, and of the Uniform Financial Accounting and Reporting Elements, as required under FTA National Transit Database (formerly known as Section 15 of the Urban Mass Transportation Act of 1964)
8. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
9. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the AUTHORITY shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONTRACTOR hereunder.

CONTRACTOR represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONTRACTOR represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by AUTHORITY, or the receipt thereof by CONTRACTOR, or any inspection, review, approval or oral statement by any representative of AUTHORITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONTRACTOR for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

10. Uniforms/Appearance. Uniforms shall be worn at all times while on duty, in accordance with the guidelines outlined in the Collective Bargaining Agreement. The contractor shall provide and maintain clean, identical uniforms for all Operators and enforce dress and appearance requirements, which are subject to ECCTA's approval.
11. Compliance with Title 49 U.S.C. section 5333(b). The contractor agrees to be bound to the extent applicable by the 13(c) Agreement between ECCTA and Amalgamated Transit Union, Local 1631, dated January 13, 1995, a copy of which ECCTA has supplied the contractor.

The contractor agrees to the following:

13(c) Agreement: The contractor acknowledges that ECCTA has executed and delivered the "Agreement Pursuant to § 13(c) of the Urban Mass Transportation Act, as amended," [13(c) Agreement] by and between ECCTA and the Amalgamated Transit Union, AF&L-CIO, Local 1617, (Union) which ECCTA believes is acceptable in form and substance to the Union and expects it to be executed and delivered to ECCTA by the Union. The parties further acknowledge that the bus operators employed by the contractor are represented by the Union.

13(c) Protections: ECCTA and the contractor acknowledge that, pursuant to the 13(c) Agreement, ECCTA is required to provide protection to the contractor's employees who are represented by the Union with respect to such employees' compensation, employee benefits and working conditions.

Contractor's Obligation to Comply with 13(c): Except as provided in this section, the contractor hereby agrees that in the event of a claim made under the 13(c) Agreement it will assume all of ECCTA's obligations under the 13(c) Agreement including without limitation, the obligation to negotiate with the Union, participate in arbitration, bear all costs and expenses related to the protection of "dismissed, displaced or worsened employees" as those terms are defined in the 13(c) Agreement.

ECCTA's Obligation to Comply with 13(c): The contractor's obligations under §(c) do not include claims based upon any actions undertaken by the contractor upon the written request of ECCTA which is the sole direct cause of the "dismissal, displacement or worsening" of an operator covered by the 13(c) Agreement. For the purposes of this Agreement, "sole direct cause" means that the action causes, without any intervening or concurrent cause, the "dismissal, displacement or worsening" of an employee covered by the 13(c) Agreement. ECCTA shall assume sole responsibility for meeting the obligations of the 13(c) Agreement for all claims described in this §(d).

Continuing Obligations: The parties' obligations to perform under this 13(c) Agreement shall survive the expiration of the Agreement.

12. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.
13. Relationship of Parties. CONTRACTOR is an independent contractor and does not act as AUTHORITY's agent in any capacity, whatsoever. CONTRACTOR is not entitled to any benefits that AUTHORITY provides to AUTHORITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONTRACTOR's provision of Services, not the means, methods, or scheduling of the CONTRACTOR's work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONTRACTOR shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as AUTHORITY's responsibility.
14. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that AUTHORITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to AUTHORITY of AUTHORITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

15. Indemnity. To the fullest extent allowed by law, CONTRACTOR hereby agrees to defend, indemnify, and save harmless AUTHORITY, its Board of Directors, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONTRACTOR or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, AUTHORITY, its Board of Directors, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or

dissolution of the business, the CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONTRACTOR to indemnify AUTHORITY, its Board of Directors, officers, employees, volunteers and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

If CONTRACTOR is a "design professional," as defined in California Civil Code Section 2782.8(c), CONTRACTOR shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONTRACTOR's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONTRACTOR shall not exceed CONTRACTOR's proportionate percentage of fault.

CONTRACTOR agrees to defend with legal counsel reasonably acceptable to the AUTHORITY.

16. Insurance. Prior to execution of this Agreement, CONTRACTOR shall furnish to AUTHORITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONTRACTOR shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONTRACTOR fails to maintain any required insurance, and notwithstanding Paragraph 3 above, AUTHORITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONTRACTOR under this Agreement (or CONTRACTOR shall promptly reimburse AUTHORITY for such expense).

CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years

following completion of this project or service. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

17. Workers' Compensation. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
18. Fidelity Bond. During the period of time this Contract shall be in effect, CONTRACTOR shall cause its staff personnel to be covered under an appropriated bond protecting ECCTA from employee theft up to the amount of fifty thousand dollars (\$50,000) with respect to any single occurrence by CONTRACTOR's employees. CONTRACTOR shall furnish ECCTA annually with a certificate from its fidelity bond carrier showing proof of such coverage. Said coverage shall provide for notification of ECCTA directly by CONTRACTOR's bond carrier at least fifteen (15) days in advance in the event of cancellation or change of such coverage.
19. Non-discrimination. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans with Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.
20. Notice. All notices required by this Agreement shall be given to the AUTHORITY and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY:

Attention: Rashidi Barnes
EASTERN CONTRA COSTA TRANSIT AUTHORITY
801 Wilbur Avenue

Antioch, CA, 94509

CONTRACTOR:

(Fill in CONTRACTOR Name, Address, Phone Number,
Project Manager and Email Address for
CONTRACTOR)

21. Non-Assignment. This Agreement is not assignable either in whole or in part.
22. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
23. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
24. Governing Law. This Agreement shall be deemed to have been executed in the County of Contra Costa, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of Contra Costa, California unless the parties agree otherwise in a written amendment to this Agreement. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
25. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
26. Conflict of Interest. CONTRACTOR represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONTRACTOR represents to and agrees with AUTHORITY that CONTRACTOR has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing AUTHORITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONTRACTOR may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential

suppliers, vendors, contractors, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

27. Liability of Authority. Except as provided in Exhibit A, Services to be Provided by CONTRACTOR and Exhibit C, Insurance, AUTHORITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 5 of this Agreement.

Notwithstanding any other provision of this Agreement, in no event shall AUTHORITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

AUTHORITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONTRACTOR, or by any of its employees, even though such equipment be furnished, rented or loaned to CONTRACTOR by AUTHORITY. The acceptance or use of such equipment by CONTRACTOR or any of its employees shall be construed to mean that CONTRACTOR accepts full responsibility for and shall exonerate, indemnify, defend and save harmless AUTHORITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONTRACTOR, its employees, AUTHORITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which AUTHORITY or CONTRACTOR may have under this Agreement or any applicable law. All rights and remedies of AUTHORITY or CONTRACTOR, whether under this Agreement or other applicable law, shall be cumulative.

28. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
29. Force Majeure. Except for defaults of subcontractors at any tier, CONTRACTOR shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONTRACTOR,

including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, “force majeure events”).

30. Subject to Metropolitan Transportation Commission (MTC) Disbursement. This Agreement shall be subject to disbursement to ECCTA by the Metropolitan Transportation Commission of funds previously set aside for ECCTA in an amount necessary to cover the services set forth herein. In the event that MTC fails to disburse funds previously set aside for this Agreement, ECCTA shall not be liable for any further payment(s) to the Contractor under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

EASTERN CONTRA COSTA TRANSIT
AUTHORITY

Dated: _____

Rashidi Barnes, CEO
ECCTA

APPROVED AS TO FORM

Dated: _____

Eli Flushman, General Counsel
ECCTA

CONTRACTOR

Dated: _____

(Type Name & Title of CONTRACTOR
Authorized to Sign)

Attachment A - Accident Reporting

Accident Reporting

Purpose: This SOP establishes a systematic and comprehensive process for reporting and investigating accidents involving ECCTA vehicles, passengers, and/or property. This SOP aims to ensure the safety of all involved parties, preserve evidence, and facilitate the proper handling of accident-related documents and investigations.

Definitions: SOP – Standard Operating Procedure, S&S – Safety and Security, NTD – National Transit Database

Responsible Person(s): Contractor’s Safety Manager, Manager of Planning & Grants, Special Projects Analyst

Frequency: As needed, per safety incident

Procedure:

1. Initial Response to the Accident:

- The driver of the involved vehicle(s) must immediately stop at the scene of the accident and ensure the safety of passengers and other individuals involved.
- If necessary, the driver should request emergency medical assistance for injured parties.
- The driver should secure the accident scene by turning on hazard lights, setting up warning signs, and taking any other appropriate safety measures.
- If a person needs to be medically transported, then a DOT test must be initiated on the operator

2. Notification:

- The driver must immediately inform dispatch about the accident, providing relevant details such as the location, the extent of injuries or damages, and any other pertinent information.
- Dispatch will then notify a Road Supervisor, then complete the **Dispatcher Accident Check List** in TransTrack based on the information that is received from the operator.

3. Reporting Procedures:

- The responding supervisor should interview all parties involved in the accident, take photos, and hand out courtesy cards to passengers. They should then complete a **Supervisor Accident Report** in TransTrack. This form should include details such as date, time, location, weather conditions, involved vehicles, contact information of witnesses, and a narrative of what happened.
- If the driver is unable to complete the form due to injuries, another employee or supervisor should assist in filling it out based on the available information.
- Dispatch should then send an e-mail to the “Incident Notification Group” distribution list notifying stakeholders that an accident has occurred.

4. Police Involvement:

- If required by local regulations or if there are injuries or extensive property damage, Dispatcher must notify the local law enforcement agency and request their presence at the scene.
- The driver should cooperate fully with the police investigation and provide any necessary information or documentation that they request.

5. Drug and Alcohol Testing:

- After the accident, the supervisor conducts drug and alcohol testing for the involved driver(s) as per federal and state regulations. The testing should be conducted as soon as practical but within the legally specified timeframe.
- If the driver is found to have violated the ECCTA drug and alcohol policy, appropriate disciplinary actions will be taken.

6. Incident Review:

- If the accident occurs in the evening, the PM supervisor should initiate a DVR download of the footage so that it is available in the morning for review.
- The Safety manager should then thoroughly investigate the accident to determine the root cause and contributing factors.
- The investigation team should review the accident report, gather witness statements, analyze data from vehicle telematics (if available), and assess any other relevant information.
- The Safety Manager should then complete a Manager Accident Incident Cover Sheet and charge the accident as either Non-preventable or Preventable in Trackit.
- Safety Manager should then consolidate the following forms by creating a case:
 - Dispatcher Accident Check List
 - Supervisor Accident Report
 - Manager Accident Incident Cover Sheet

7. Corrective Actions:

- Based on the accident investigation findings, the General Manager should implement appropriate corrective actions to prevent similar accidents in the future.
- Corrective actions may include additional driver training, changes to operational procedures, equipment maintenance, or other measures as needed.

8. Reporting to Regulatory Authorities:

- If necessary, a police report should be requested.

- If required by local regulations, ECCTA should file an official report with the appropriate regulatory authorities about the accident, including all relevant details and the steps taken to prevent recurrence.
- ECCTA will report all Major (S&S 40) within 30 days of occurrence and Non-Major (S&S 50) incidents to the NTD no later than 30 days after the following calendar month's end.

9. Communication:

- The transit agency should communicate with all affected parties, including passengers, employees, and other stakeholders, about the accident, its investigation, and any changes resulting from the incident.
- ECCTA should be notified of any accident within 24 hours by email notification (for accidents involving another vehicle).

10. Documentation:

- DVR footage of the accident should then be saved and preserved for incident investigation and review.
- All accident-related documents, including the Accident Report Form, police report, witness statements, and investigation findings, should be properly filed and stored in the TransTrack database.

11. Continuous Improvement:

- ECCTA staff should regularly review its accident reporting and investigation procedures and make necessary updates to enhance effectiveness and compliance with current regulations and best practices.

Contingencies: This SOP should be regularly reviewed and updated to reflect changes in laws, regulation, and ECCTA's internal policies. All ECCTA and contractor employees must be trained on this SOP to ensure a consistent and efficient response to accidents and incidents.

Records:

References:

Attachment B - ECCTA PTASP

Eastern Contra Costa Transit Authority (Tri Delta Transit) Public Transportation Agency Safety Plan



Eastern Contra Costa Transit Authority

801 Wilbur Avenue
Antioch, CA 94509
1-925-754-6622

Revised October 2024

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Eastern Contra Costa Transit Authority (Tri Delta Transit)


Public Transportation Agency Safety Plan

1. Transit Agency Information

Transit Agency Name	Eastern Contra Costa Transit Authority (ECCTA) doing business as Tri Delta Transit			
Transit Agency Address	801 Wilbur Avenue, Antioch, CA 94509			
Name and Title of Accountable Executive	Rashidi Barnes, Chief Executive Officer (CEO)			
Name of SMS Executive	Tania Babcock, Compliance Manager			
Mode of Service Covered by This Plan	Fixed Route Bus; Non-Fixed Route Bus	List All FTA Funding Types	5307, 5310, 5311, 5339	
Mode of Service Provided by the Transit Agency	ECCTA contracts with Transdev (First Transit was acquired by Transdev in March 2023) to operate fixed route and ADA/paratransit bus service. ECCTA operates 15 local bus routes on weekdays, 6 local bus routes on weekends and holidays, on-demand shared-ride shuttle service, and ADA/paratransit bus service. ECCTA provides the vehicles, maintenance, and administration staff. Transdev provides the operations staff.			
Does the Transit Agency Provide Transit Services on Behalf of Another Transit Agency or Entity?	Yes	No X	Description of Arrangement	N/A
Name and Address of Transit Agency or Entity for Which Service Is Provided	N/A			



2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	ECCTA			
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature		
	 Rashidi Barnes, CEO	9/24/2024		
Approval by the Safety Committee	Name of Entity That Approved This Plan	Date of Approval		
	Safety Solutions Team	9/24/2024		
Approval by the Board of Directors	Name of Entity That Approved This Plan	Date of Approval		
	ECCTA Board of Directors	10/23/2024		
	Relevant Documentation (title and location)			
	Resolution #241023D Eastern Contra Costa Transit Authority (Tri Delta Transit) Public Transportation Agency Safety Plan; Located in ECCTA CEO's office at 801 Wilbur Avenue, Antioch, CA 94509			
Certification of Compliance	Name of Individual That Certified This Plan	Date of Certification		
	Rashidi Barnes, CEO	2024; annual certification		
	Relevant Documentation (title and location)			
	<p>Certifications and Assurances for ECCTA submitted in TrAMS (www.transit.dot.gov/trams)- Category 02- Public Transportation Agency Safety Plans.</p> <p>ECCTA's Public Transportation Agency Safety Plan addresses all applicable requirements and standards as set forth in 49 CFR Part 673.</p>			
Version Number and Updates				
Version Number	Section/Pages Affected	Reason for Change	Date Issued	Resolution
1	N/A	Initial release of Public Transportation Agency Safety Plan	12/11/2019	#191211F
2	All Sections	Updated plan at annual review	9/23/2020	#200923B
3	All Sections	Updated plan at annual review	9/22/2021	#210922B



4	All Sections	Updated plan for Bipartisan Infrastructure Law of 11/15/2021	9/28/2022	#220928D
5	All Sections	Updated plan at annual review	10/25/2023	#231025D
6	All Sections	Updated plan for Public Transportation Agency Safety Plan (PTASP) Final Rule effective 5/13/2024	10/23/2024	#241023D

Annual Review and Update of the Public Transportation Agency Safety Plan

ECCTA's Public Transportation Agency Safety Plan is a "living document" and must address issues associated with system safety on a timely and proactive basis. The Public Transportation Agency Safety Plan will be updated at any point when ECCTA determines that its SMS approach to safety has identified a need for change. In addition, an annual review of the Public Transportation Agency Safety Plan will be conducted by the Accountable Executive, SMS Executive, transit agency leadership/executive management, and safety committee (Safety Solutions Team) by September 30. During the annual review, if changes are needed, ECCTA will revise the Public Transportation Agency Safety Plan to reflect the changes. The Accountable Executive will approve and sign the revised Public Transportation Agency Safety Plan. The Public Transportation Agency Safety Plan will be presented to ECCTA's safety committee, the Safety Solutions Team, for approval and then presented to the Board of Directors for approval. ECCTA's Accountable Executive annually certifies SMS compliance with 49 CFR Part 673.



3. Safety Performance Targets

ECCTA's safety committee sets safety performance targets based on the safety performance measures established under FTA's National Public Transportation Safety Plan. Safety performance targets are set annually at the annual review of ECCTA's Public Transportation Agency Safety Plan based on data entered into the National Transit Database (NTD). The safety performance targets represent ECCTA's safety performance goals for the coming calendar year.

The safety committee reviewed NTD data for calendar year 2021, 2022 and 2023 to set performance targets for calendar year 2025. In reviewing the data to set safety performance targets for calendar year 2025, the safety committee recognized that calendar year 2021 was impacted by the COVID-19 pandemic, therefore there were less vehicle revenue miles driven and less ridership, which resulted in data variabilities that are potentially not indicative of regular events and/or service.

ECCTA is currently undergoing a comprehensive organizational analysis and in calendar year 2025 expects to decrease fixed route vehicle revenue mileage to the level of fixed route vehicle revenue mileage operated in calendar year 2021, yet maintain the level of demand response vehicle revenue mileage operated in calendar year 2023. ECCTA estimates fixed route vehicle revenue mileage to be 1,745,000 and demand response vehicle revenue mileage to be 1,353,000 in calendar year 2025.

For safety performance targets in the Safety Risk Reduction Program, the safety committee will set safety performance targets that reflect an annual reduction in safety risk, therefore the safety performance targets are set below the three-year rolling average of data reported to the NTD.



Safety Performance Targets <i>Specify safety performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.</i>					
Mode of Transit Service: Fixed Route Bus		Safety Performance Measure	Description	Baseline 3-year Average (CY21-23)	Target CY25
		Relevant Documentation: NTD data.		3-year Average Total Vehicle Revenue Miles 1,857,333.41 Rate= per 100,000 VRM	Based on Estimated CY25 Total Vehicle Revenue Miles of 1,745,000
	1	Measure 1a – Major Events	This includes all safety and security major events as defined by the NTD.	5.00	≤4.00
	2	Measure 1b- Major Event Rate Per 100,000 Revenue Miles	This includes all safety and security major events as defined by the NTD, divided by VRM.	.27 (5.00/1,857,333.41 x 100,000)	≤.23 (4.00/1,745,000 x 100,000)
	3	Measure 1.1- Collision Rate Per 100,000 Revenue Miles	This includes all collisions reported to the NTD, divided by VRM.	.22 (4.00/1,857,333.41 x 100,000)	≤.17 (3.00/1,745,000 x 100,000)
	4	Measure 1.1.1- Pedestrian Collision Rate Per 100,000 Revenue Miles	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.	0 (0/1,857,333.41 x 100,000)	0 (0/1,745,000 x 100,000)
	5	Measure 1.1.2-Vehicular Collision Rate Per 100,000 Revenue Miles	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.	.20 (3.67/1,857,333.41 x 100,000)	≤.15 (2.67/1,745,000 x 100,000)
	6	Measure 2a- Fatalities	This includes all fatalities as defined by the NTD.	0	0
	7	Measure 2b- Fatality Rate Per 100,000 Revenue Miles	This includes all fatalities as defined by the NTD, divided by VRM.	0 (0/1,857,333.41 x 100,000)	0 (0/1,745,000 x 100,000)
	8	Measure 2.1- Transit Worker Fatality Rate Per 100,000 Revenue Miles	This includes all fatalities as defined by the NTD, divided by VRM.	0 (0/1,857,333.41 x 100,000)	0 (0/1,745,000 x 100,000)
	9	Measure 3a- Injuries	This includes all injuries as defined by the NTD.	13.0	≤12.0
	10	Measure 3b- Injury Rate Per 100,000 Revenue Miles	This includes all injuries as defined by the NTD, divided by VRM.	.70 (13.0/1,857,333.41 x 100,000)	≤.69 (12.0/1,745,000 x 100,000)
	11	Measure 3.1- Transit Worker Injury Rate Per 100,000 Revenue Miles	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.	N/A*	N/A*
	12	Measure 4a- Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD*.	N/A*	N/A*
	13	Measure 4b- Rate of Assaults on Transit Workers Per 100,000 Revenue Miles	This includes all assaults on transit workers as defined by the NTD*, divided by VRM.	N/A*	N/A*
	14	Measure 5b- System Reliability	This includes Major Mechanical System failures as defined by the NTD.	64.33**	63.33**



Mode of Transit Service: Non-Fixed Route Bus (Demand Response)	Safety Performance Measure		Description	Baseline 3-year Average (CY21-23)	Target CY25
				3-year Average Total Vehicle Revenue Miles 1,034,787.02 Rate= per 100,000 VRM	Based on Estimated CY25 Total Vehicle Revenue Miles of 1,353,000
	1	Measure 1a – Major Events	This includes all safety and security major events as defined by the NTD.	.67	0
	2	Measure 1b- Major Event Rate Per 100,000 Revenue Miles	This includes all safety and security major events as defined by the NTD, divided by VRM.	.06 (=.67/1,034,787.02 VRM x 100,000)	0 (=0/1,353,000 VRM x 100,000)
	3	Measure 1.1- Collision Rate Per 100,000 Revenue Miles	This includes all collisions reported to the NTD, divided by VRM.	.06 (=.67/1,034,787.02 VRM x 100,000)	0 (=0 /1,353,000 VRM x 100,000)
	4	Measure 1.1.1- Pedestrian Collision Rate Per 100,000 Revenue Miles	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.	0 (=0 /1,034,787.02 VRM x 100,000)	0 (=0 /1,353,000 VRM x 100,000)
	5	Measure 1.1.2-Vehicular Collision Rate Per 100,000 Revenue Miles	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.	.03 (=.33/1,034,787.02 VRM x 100,000)	0 (=0 /1,353,000 VRM x 100,000)
	6	Measure 2a- Fatalities	This includes all fatalities as defined by the NTD.	0 (=0 /1,034,787.02 VRM x 100,000)	0 (=0 /1,353,000 VRM x 100,000)
	7	Measure 2b- Fatality Rate Per 100,000 Revenue Miles	This includes all fatalities as defined by the NTD, divided by VRM.	0 (=0 /1,034,787.02 VRM x 100,000)	0 (=0 /1,353,000 VRM x 100,000)
	8	Measure 2.1- Transit Worker Fatality Rate Per 100,000 Revenue Miles	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.	0 (=0 /1,034,787.02 VRM x 100,000)	0 (=0 /1,353,000 VRM x 100,000)
	9	Measure 3a- Injuries	This includes all injuries as defined by the NTD.	2.67	≤1.67
	10	Measure 3b- Injury Rate Per 100,000 Revenue Miles	This includes all injuries as defined by the NTD, divided by VRM.	.26 (=2.67/1,034,787.02 VRM x 100,000)	≤.12 (=1.67/1,353,000 VRM x 100,000)
	11	Measure 3.1- Transit Worker Injury Rate Per 100,000 Revenue Miles	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.	N/A*	N/A*
	12	Measure 4a- Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD*.	N/A*	N/A*
	13	Measure 4b- Rate of Assaults on Transit Workers Per 100,000 Revenue Miles	This includes all assaults on transit workers as defined by the NTD*, divided by VRM.	N/A*	N/A*
	14	Measure 5b- System Reliability	This includes Major Mechanical System failures as defined by the NTD.	5.67**	4.67**



Safety Risk Reduction Program Safety Performance Targets					
Specify safety performance targets for the safety risk reduction program based on the safety risk reduction program performance measures established under the National Public Transportation Safety Plan.					
Mode of Transit Service: Fixed Route Bus		Safety Risk Reduction Program Safety Performance Measure	Description	Baseline 3-year Average (CY21-23)	Target CY25
		Relevant Documentation: NTD data.		3-year Average Total Vehicle Revenue Miles 1,857,333.41 Rate= per 100,000 VRM	Based on Estimated CY25 Total Vehicle Revenue Miles of 1,745,000
	1	Major Events	This includes all safety and security major events as defined by the NTD.	5.00	≤4.00
	2	Major Event Rate Per 100,000 Revenue Miles	This includes all safety and security major events as defined by the NTD, divided by VRM.	.27 (5.00/1,857,333.41 x 100,000)	≤.23 (4.00/1,745,000x 100,000)
	3	Collisions	This includes all collisions reported to the NTD.	4.00	≤3.00
	4	Collision Rate Per 100,000 Revenue Miles	This includes all collisions reported to the NTD, divided by VRM.	.22 (4.00/1,857,333.41 x 100,000)	≤.17 (3.00/1,745,000x 100,000)
	5	Injuries	This includes all injuries as defined by the NTD.	13.0	≤12.0
	6	Injury Rate Per 100,000 Revenue Miles	This includes all injuries as defined by the NTD, divided by VRM.	.70 (13.0/1,857,333.41 x 100,000)	≤.69 (12.0/1,745,000x 100,000)
	7	Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD*	N/A*	N/A*
	8	Rate of Assaults on Transit Workers Per 100,000 Revenue Miles	This includes all assaults on transit workers as defined by the NTD*, divided by VRM.	N/A*	N/A*



Mode of Transit Service: Non-Fixed Route Bus (Demand Response)	Safety Risk Reduction Program Safety Performance Measure		Description	Baseline 3-year Average (CY21-23)	Target CY25
				3-year Average Total Vehicle Revenue Miles 1,034,787.02 Rate= per 100,000 VRM	Based on Estimated CY25 Total Vehicle Revenue Miles of 1,353,000
	1	Major Events	This includes all safety and security major events as defined by the NTD.	.67	0
	2	Major Event Rate Per 100,000 Revenue Miles	This includes all safety and security major events as defined by the NTD, divided by VRM.	.06 (=.67/1,034,787.02 VRM x 100,000	0 (=0/1,353,000 VRM x 100,000
	3	Collisions	This includes all collisions reported to the NTD.	.67	0
	4	Collision Rate Per 100,000 Revenue Miles	This includes all collisions reported to the NTD, divided by VRM.	.06 (=.67/1,034,787.02 VRM x 100,000	0 (=0/1,353,000 VRM x 100,000
	5	Injuries	This includes all injuries as defined by the NTD.	2.67	≤1.67
	6	Injury Rate Per 100,000 Revenue Miles	This includes all injuries as defined by the NTD, divided by VRM.	.26 (=2.67/1,034,787.02 VRM x 100,000	≤.12 (=1.67/1,353,000 VRM x 100,000
	7	Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD*.	N/A*	N/A*
	8	Rate of Assaults on Transit Workers Per 100,000 Revenue Miles	This includes all assaults on transit workers as defined by the NTD*, divided by VRM.	N/A*	N/A*

*Historically, assaults on transit workers were not collected in the NTD as a separate category from other assaults and were not reported if they did not result in a fatality, injury, or other major event threshold. Additionally, the term transit worker previously only included paid employees and contractors, and excluded volunteers. On February 23, 2023, FTA finalized new NTD reporting requirements that collect data on all assaults on all transit workers, regardless of injury. Some of these reporting requirements took effect in calendar year 2023, while others took effect in NTD report year 2023. Due to this new reporting requirement, ECCTA will not have assault on transit worker data or transit worker injury data for a 3 year rolling average until the end of calendar year 2026. ECCTA is unable to set a performance target for assaults on transit workers, the rate of assaults on transit workers, or the transit worker injury rate until ECCTA's Public Transportation Agency Safety Plan is updated in 2027.

**Due to a change in calendar year 2023 in how ECCTA reports major mechanical failures according to NTD requirements, ECCTA will have a more accurate 3-year rolling average for system reliability at the end of calendar year 2026.



ECCTA's safety committee, the Safety Solutions Team (SST) will monitor safety performance against annual safety performance targets set by the safety committee for the safety risk reduction program. If ECCTA does not meet an established annual safety performance target set by the safety committee for the risk reduction program, the safety committee will:

- Assess associated safety risk using the methods or processes established under §673.25(c);
- Mitigate associated safety risk based on the results of a safety risk assessment using the methods or processes established under §673.25(d) and include the mitigations in the Public Transportation Agency Safety Plan; and
- Allocate ECCTA's safety set-aside in the following federal fiscal year to safety-related projects eligible under 49 U.S.C.5307 that are reasonably likely to assist ECCTA in meeting the safety performance target in the future.

When identifying safety risk mitigations for the safety risk reduction program related to vehicular and pedestrian safety events involving transit vehicles, including to address a missed safety performance target set by the safety committee under § 673.19(d)(2), the safety committee will consider mitigations to reduce visibility impairments for transit vehicle operators that contribute to accidents, including retrofits to vehicles in revenue service and specifications for future procurements that reduce visibility impairments.

When identifying safety risk mitigations for the safety risk reduction program related to assaults on transit workers, including to address a missed safety performance target set by the safety committee under § 673.19(d)(2), the safety committee will consider deployment of assault mitigation infrastructure and technology on transit vehicles and in transit facilities. Assault mitigation infrastructure and technology includes barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators.

When the safety committee identifies and recommends under § 673.19(c)(6) safety risk mitigations, including mitigations relating to vehicular and pedestrian safety events involving transit vehicles or assaults on transit workers, based on a safety risk assessment conducted under § 673.25(c), ECCTA will include or incorporate by reference these safety risk mitigations in the Public Transportation Agency Safety Plan pursuant to § 673.11(a)(7)(iv).

When the safety committee recommends a safety risk mitigation unrelated to the safety risk reduction program, and the Accountable Executive decides not to implement the safety risk mitigation, the Accountable Executive will prepare a written statement explaining their decision, pursuant to recordkeeping requirements at § 673.31. The Accountable Executive will submit and present this explanation to the safety committee and Board of Directors.



Safety Performance Target Coordination

ECCTA will transmit safety performance targets to Caltrans Division of Rail and Mass Transit (Caltrans) and to Metropolitan Transportation Commission (MTC). Safety performance targets will be transmitted to Caltrans and to MTC after the annual review of the Public Transportation Agency Safety Plan. The targets will be transmitted annually by December 31. FTA requires ECCTA to coordinate with Caltrans and MTC to the maximum extent practicable. Safety performance targets will be transmitted to help Caltrans and MTC with the planning process for the future and for developing investment priorities for upcoming transit projects.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Caltrans (Transmitted in writing to Safety Management System contact: Brian Travis: brian.travis@dot.ca.gov)	Annually by December 31
Targets Transmitted to the Metropolitan Planning Organization	Metropolitan Planning Organization Name	Date Targets Transmitted
	MTC (Transmitted in writing to Safety Management System contact: Craig Bosman: cbosman@bayareametro.gov)	Annually by December 31



4. Safety Management Policy

Safety Management Policy Statement

Include the written statement of safety management policy, incorporating safety objectives.

Safety is everyone's responsibility and is ECCTA's first priority. Safety takes a prominent role in our decision making. To support this priority, ECCTA has a Safety Management System (SMS) that encourages open sharing of information on all safety issues. ECCTA's Public Transportation Agency Safety Plan documents the details of the agency's SMS.

Safety Objective

ECCTA's overall safety objective is to proactively manage hazards and their associated risk to ensure the safety of our transportation system. Monitoring safety performance against our annual safety performance targets helps us measure the overall effectiveness of our processes and activities to ensure we meet our safety objective. We will review our Public Transportation Agency Safety Plan, including our safety performance targets, annually to identify how well we met our safety performance targets.

Safety Accountability and Responsibility

We will develop and embed a safety culture in all our activities that recognize the importance and value of effective safety management and acknowledges at all times that safety is paramount. All levels of management and all transit workers are accountable for the highest level of our safety performance. Each manager is responsible for implementing the SMS in their area of responsibility and accountable for performing SMS activities. All transit workers support safety performance by identifying and reporting safety concerns. Our Executive Team leads a culture that promotes safe operations and provides appropriate resources to support SMS, which includes fostering safe practices, encouraging effective transit worker safety reporting and communicating openly about safety.

Safety Communication

The Safety Management Policy statement is communicated throughout ECCTA. Communication systems are in place to promote safety communication up, down, and across the organization, including bulletin boards, toolbox talks, and safety meetings.

Safety Committee

We have established a joint labor-management safety committee consisting of an equal number of management and frontline transit workers. The frontline transit workers represented by a labor organization are selected by the labor organization representing the plurality of the frontline workforce.

Transit Worker Safety Reporting Program

We have established and implemented a process that allows transit workers to report safety concerns, including assaults on transit workers, near-misses, and unsafe acts and conditions to senior management, that includes protections for transit workers who report and a description of transit worker behaviors that may result in disciplinary action.

We appreciate everyone's contributions to enhance the safety of our transit workers, riders, and the public.



Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the transit agency's organization. Include dates where applicable.

ECCTA's Safety Management Policy Statement is communicated to all transit workers and the Board of Directors. The statement is posted on the communication board near the maintenance computer station, on the safety communication board in the driver's room, and on the communication board in the administration break room. The statement is reviewed annually with Transdev transit workers at an operations safety meeting that focuses training on safety concern identification and reporting. The statement is reviewed with ECCTA employees at the annual "Hazard Communication", "Safety Management System". "De-escalation and Workplace Violence Prevention Plan" maintenance and administration safety training classes, and upon hire at employee orientation. The statement is communicated to the Board of Directors after the annual review of the Public Transportation Agency Safety Plan, when any changes are made to the Public Transportation Agency Safety Plan.



Authorities, Accountabilities, and Responsibilities

Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).

Accountable Executive	<p>The CEO is the Accountable Executive. The Accountable Executive meets all the requirements in §673.5 and §673.23(d)(1)(i)(ii) in that this position is ultimately responsible for:</p> <ul style="list-style-type: none">• Carrying out the Public Transportation Agency Safety Plan and the Transit Asset Management (TAM) Plan.• Controlling or directing the human and capital resources needed to develop and maintain the Public Transportation Agency Safety Plan and the TAM Plan.• Ensuring that ECCTA's SMS is effectively implemented, and action is taken, as necessary, to address substandard performance in ECCTA's SMS.• Implementing safety risk mitigations for the safety risk reduction program that are included in the Public Transportation Agency Safety Plan under §673.11(a)(7)(iv).• Receives and considers all other safety risk mitigations recommended by the safety committee, consistent with requirements in §673.19(d) and §673.25(d)(6). <p>Roles include:</p> <ul style="list-style-type: none">• Decision-making about resources to support asset management, SMS activities, and capital investments• Annually certifying SMS compliance with 49 C.F.R. Part 673• Communicating the Safety Management Policy Statement to ECCTA's Board of Directors and throughout the transit agency• Endorsing SMS implementation team and SMS processes• Providing guidance to the Safety Solutions Team on recommended SMS actions/SMS decision making• Preparing a written statement explaining the decision not to implement a safety risk mitigation recommended by the safety committee for a safety risk mitigation unrelated to the safety risk reduction program, submitting and presenting the explanation to the safety committee and Board of Directors
SMS Executive	<p>The SMS Executive reports directly to the Accountable Executive as shown in the organizational chart. The SMS Executive is trained in the Public Transportation Safety Certification Training Program curriculum for the bus track. For the Public Transportation Safety Certification Training Program, the refresher training required every 2 years is the Transportation Safety Institute's SMS Safety Assurance training course. The SMS Executive has the authority and responsibility for implementation and operation of ECCTA's SMS. Roles include:</p> <ul style="list-style-type: none">• Developing and maintaining SMS documentation• Directing safety risk management activities• Briefing the Accountable Executive on SMS• Assisting with safety management training• Reviewing the Public Transportation Agency Safety Plan on an annual basis with the Accountable Executive, transit agency leadership/executive management, and Safety Solutions Team



	<ul style="list-style-type: none"> • Transmitting safety performance targets to Caltrans and to MTC on an annual basis • Ensuring the Safety Management Policy Statement is communicated throughout the transit agency • Ensuring the administration, maintenance and operations safety communication boards are updated and that required SMS communication is posted
Transit Agency Leadership and Executive Management	<p>Other members of ECCTA's leadership and executive management with authority and responsibility for implementation and operation of the agency's SMS include:</p> <ul style="list-style-type: none"> • Chief Operating Officer (COO) <ul style="list-style-type: none"> ○ Assisting with identification of safety concerns and hazards ○ Assessing safety risk mitigation through safety risk management ○ SMS decision making • Contract General Manager <ul style="list-style-type: none"> ○ Assisting with identification of safety concerns and hazards ○ Assessing safety risk mitigation through safety risk management ○ Overseeing Transdev transit worker safety reporting program; communicating program to transit workers ○ Ensuring each accident/injury is investigated and documented ○ Ensuring provision of adequate and appropriate occupational safety and health training for Transdev transit workers ○ Ensuring that safety devices are properly maintained and available and that Transdev transit workers are properly trained in their use • Director of Maintenance <ul style="list-style-type: none"> ○ Assisting with identification of safety concerns and hazards ○ Assessing safety risk mitigation through safety risk management ○ Ensuring that safety devices are properly maintained and available and that ECCTA transit workers are properly trained in their use • Manager of Administrative Services <ul style="list-style-type: none"> ○ Assisting with identification of safety concerns and hazards ○ Assessing safety risk mitigation through safety risk management ○ Communicating ECCTA transit worker safety reporting program and Safety Management Policy Statement to new ECCTA transit workers ○ Ensuring provision of adequate and appropriate occupational safety and health training for ECCTA transit workers



	<ul style="list-style-type: none"> Ensuring that safety devices are properly maintained and available and that ECCTA transit workers are properly trained in their use
<ul style="list-style-type: none"> Key Staff 	<p>Safety Committee: Safety Solutions Team (SST)- The SST is a joint labor-management safety committee comprised of a facilitator, 5 managers and 5 frontline transit workers, including 1 mechanic and 4 bus operators. There are 10 voting members.</p> <p>The SMS Executive facilitates the SST meetings, with the Safety Manager designated as the back-up facilitator. SST membership includes:</p> <ul style="list-style-type: none"> Chief Operating Officer (alternate Accessible Services Manager) Contract General Manager (alternate Contract Assistant General Manager) Safety Manager (alternate Training Manager) Director of Maintenance (alternate Facilities Supervisor) Manager of Administrative Services (alternate Manager of Planning and Grants) 1 Mechanic (with alternate) selected by peers 4 Bus Operators (with alternates) selected by the labor organization representing the Bus Operators <p>SST meetings are scheduled for the second Wednesday of the month, unless a scheduling conflict requires the SMS Executive to re-schedule the meeting. Advance notice will be provided if an SST meeting is re-scheduled. Meeting information is shared electronically with SST members who have a company email address, posted on the safety bulletin board in the operator's room, and placed in the mechanic's inbox. The SMS Executive develops the SST meeting agendas based on information entered into ECCTA's TransTrack Systems Hazards electronic database, any new business that needs discussed/any safety concerns from SST members, and safety assurance processes. Agenda items may include: review of open/in-progress hazards in TransTrack, follow-up discussion on recently closed hazards in TransTrack, discussion of new hazards in TransTrack, new business, and safety assurance review of closed hazards in TransTrack.</p> <p>Discussion is open for each agenda item. Items requiring action are voted on by SST members. The alternate serves in a voting capacity in the event of a representative voting member absence. If there is a dispute or tie-vote, the SMS Executive will share the information with the Chief Financial Officer who will act as a neutral third party and make a final decision. Decisions for each hazard discussed are input into TransTrack's Systems Hazards Sheet by the SMS Executive.</p> <p>The Executive Assistant records and maintains the meeting minutes and then provides the meeting minutes to the SMS Executive who reviews and posts the current meeting minutes in the operator's room and places the meeting minutes in SST Binders in designated accessible locations in administration, maintenance and operations. The SMS Executive also distributes a printed copy of the meeting minutes to each SST member.</p>



	<p>The SMS Executive communicates with the Accountable Executive regarding SST deliberations, decisions and recommendations after each safety meeting, as needed. If a technical expert is needed to assist with SST deliberations, the SMS Executive will discuss the need with the Accountable Executive. The SMS Executive will work with SST members to provide any transit agency information, resources, or tools needed to assist in safety risk assessment of safety concerns and hazards or as requested by SST members.</p> <p>The SMS Executive communicates with the Board of Directors at the annual review of the Public Transportation Agency Safety Plan and on an as needed basis.</p> <p>ECCTA and Transdev salaried transit workers are not provided any additional compensation for participating in safety meetings. ECCTA mechanics, Transdev supervisors and Transdev operators are paid their regular hourly wage for participating in safety meetings.</p> <p>SST is a key element to ensure the safety of transit workers, customers and the public. The SST carries out the responsibilities outlined below during SST meetings. The SST is responsible for:</p> <ul style="list-style-type: none"> • Reviewing and approving the Public Transportation Agency Safety Plan and any updates to the Public Transportation Agency Safety Plan prior to approval by the Board of Directors. The Public Transportation Agency Safety Plan annual review is an agenda item discussed by the SST. The Public Transportation Agency Safety Plan is approved by the SST during a safety meeting. The SMS Executive presents the approved Public Transportation Agency Safety Plan to the Board of Directors after approval by the SST. • Setting annual safety performance targets for ECCTA's safety risk reduction program using a three-year rolling average of the data submitted to the National Transit Database (NTD)* The safety performance targets are monitored and discussed during the annual review of the Public Transportation Agency Safety Plan and approved by the SST as part of the Public Transportation Agency Safety Plan approval process. • Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through safety risk assessment, including safety risk mitigations associated with any instance where ECCTA did not meet an annual safety performance target in the safety risk reduction program* Each identified hazard is an agenda item discussed by the SST. The SST performs a safety risk assessment for each identified hazard. • Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended, including safety risk mitigations associated with any instance where ECCTA did not meet an annual safety performance target in the safety risk reduction program* The SST discusses this during the Safety Assurance agenda item, or at the annual safety plan review for safety performance targets.
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	<ul style="list-style-type: none"> Identifying safety deficiencies for purposes of continuous improvement, including any instance where ECCTA did not meet an annual safety performance target in the safety risk reduction program* The SST discusses this during the Safety Assurance agenda item, or at the annual safety plan review for safety performance targets. Communicating follow up information on identified hazards reported through the transit worker safety reporting programs and results of actions taken by the SST through posted SST minutes. <p>*after ECCTA has NTD data to support a three-year rolling average to develop the safety risk reduction program safety performance targets</p> <p>As part of the safety risk reduction program, the SST is responsible for assisting with safety risk mitigation of measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to vehicles in revenue service and specifications for future procurements that reduce visibility impairments.</p> <p>Safety risk mitigation to reduce visibility impairments for bus operators that contribute to accidents include the following mitigations: marked and trained on the designated location where fixed route operators stop for coolant at maintenance bay 1; retrofitted the plexiglass driver protection barrier hinge and closure design on all revenue vehicles; marked and trained on the mirror station in the yard; re-stripped vehicle parking stalls in the yard as needed; re-located the farebox to a consistent location on Tri MyRide to ensure the farebox did not block mirrors.</p> <p>Safety risk mitigation to reduce visibility impairments for bus operators that includes retrofits to vehicles in revenue service and specifications for future procurements that reduce visibility impairments include the following mitigations: vehicle specs and designs will be shared with SST members for review; selected SST members will walk thru and sit in the operator's seat of a new vehicle type prior to revenue service to assess for visibility impairments.</p> <p>The SST is also responsible for assisting with safety risk mitigation of assaults on transit workers by performing a safety risk assessment on the deployment of assault mitigation infrastructure and technology in transit facilities.</p> <p>Safety risk mitigation for assaults on transit workers include the following mitigations for the deployment of assault mitigation infrastructure and technology in facilities: a manufactured driver protection barrier was planned to be installed on all buses ordered as of 2023; the panic button on revenue vehicles will be inspected in preventive maintenance inspections and operators/dispatchers will be trained on using the panic button.</p> <p>ECCTA has also implemented the following measures to protect transit workers from assault:</p> <ul style="list-style-type: none"> Radios Video and Audio Surveillance Automatic Vehicle Location
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	<ul style="list-style-type: none"> • Emergency Operations Procedures • Communication Protocols • De-escalation Training • Workplace Violence Prevention Plan and Training • Emergency Alarms • Rider Code of Conduct • Adequate Lighting (in and around facility) • Secure Areas Where Workers Work • Provide Resources for Victims of Assaults • Provide Law Enforcement With Data/Video Surveillance
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Transit Worker Safety Reporting Program

Describe the process and protections for transit workers to report safety concerns, including assaults on transit workers, near-misses, and unsafe acts and conditions to senior management that includes protections for transit workers who report. Describe transit worker behaviors that may result in disciplinary action (and therefore, are excluded from protection).

Safety is a core value at ECCTA. ECCTA is committed to providing a safe work environment for transit workers. Transit workers are the eyes and ears of the organization and a source of safety management information for ECCTA. Any transit worker discovering an unsafe condition is expected to eliminate the situation if it is safe for them to do so and within their authorization to act. Imminent hazards that may be life threatening or cause serious injury must be immediately reported to a supervisor. Any transit worker who has the authority and ability to abate and/or resolve a hazard safely should do so until the issue is fully resolved. For injury prevention and hazard identification, ECCTA and the operations contractor, Transdev, have established various transit worker safety reporting programs.

Operations

Near Miss and Hazard Reporting

ECCTA contracts with Transdev to operate ECCTA's demand response and fixed route bus service. Each Transdev transit worker is issued a Near Miss and Hazard Reporting pad to document and report safety, route, and security concerns. Transit workers are asked to report anything they determine to be a hazard. Each transit worker is also encouraged to report any near miss incidents and hazards. For near miss and hazard reporting purposes, Transdev defines a near miss as "an event you witnessed where no harm was caused, but there was the potential to cause injury or ill health; a dangerous occurrence." And hazard is defined as "anything that may cause harm in the near future." In addition to each Transdev transit worker being issued a Near Miss and Hazard Reporting pad, the reporting pads are also located in the operator's room, next to the safety suggestion box. Transit workers may choose to identify themselves by name or to provide an anonymous report. The program functions as follows:

- 1) If the safety or security hazard requires immediate attention, dispatch is notified immediately. If immediate attention is not required, the transit worker is encouraged to submit the information to management by the end of their workday. The transit worker completes the Near Miss and Hazard Reporting form and gives the form to management or places the form in the safety suggestion box located in the operator's room.
- 2) Safety Manager reviews the report, meets with transit worker if necessary, and has the authority to take immediate and appropriate action to correct the hazardous conditions or unsafe work practices and procedures, and to establish rules of safety as soon as they are identified. If necessary, assistance may be obtained through Transdev's Region Safety Manager.
- 3) For hazards that cannot be immediately corrected due to reasons such as the availability of needed equipment, materials and/or personnel; time for delivery, installation, modification, or construction; training periods; etc., protection shall be provided in the interim to transit workers who need it while correction of hazard is proceeding.
- 4) Safety Manager records an identified hazard in ECCTA's Systems Hazards electronic database. The reported information is shared with the Safety Solutions Team (SST), where the information is reviewed, addressed and documented. Safety concerns reported through the transit worker safety reporting program will include follow up with the transit worker by Transdev. In addition, identified hazards receive follow up through posted SST minutes.
- 5) Positive reinforcement and recognition are given to transit workers who demonstrate correct procedures and actions through Near Miss and Hazard Reporting. In addition,



one winner is randomly selected from all reports at each safety meeting held once a month. Each winner receives a \$25 gift card.

If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, transit workers immediately call 911, local police, or other law enforcement.

Tri Delta Watch app

Tri Delta Watch is a free downloadable app with a Transit Worker Safety Reporting Program component. Transit workers may report safety concerns and hazards through TWRP in the app. To report a safety concern or hazard in the Tri Delta Watch app, the transit worker will:

- 1) Download the free Tri Delta Watch app
- 2) Click “Settings” on the bottom navigator to set up an account
- 3) Enter their information
- 4) Toggle “Employee of the Organization?” button
- 5) Fill in “Enter ORG Group Code” as TDT
- 6) Select “Report a Problem”
- 7) Select “Report Type”
- 8) Select “TWRP”
- 9) Select the category for the safety concern
- 10) If it is safe to do so, attach an image, report the location, and information on the safety concern

The Manager of Marketing and Customer Service will review the submitted Tri Delta Watch TWRP and forward to the appropriate manager to review and address the safety concern. If an identified hazard is reported through Tri Delta Watch TWRP, the hazard information is recorded in ECCTA’s Systems Hazards electronic database. The reported hazard is shared with the Safety Solutions Team (SST), where the information is reviewed, addressed and documented. Safety concerns reported through Tri Delta Watch TWRP will include a follow up message to the transit worker. In addition, identified hazards receive follow up through posted SST minutes.

If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, transit workers immediately call 911, local police, or other law enforcement.

The “Near Miss and Hazard Reporting” form and Tri Delta Watch app are shown in the Appendix.

The following information is from *First Transit’s Public Transportation Agency Safety Plan “Employee Safety Reporting Program”, pages 16-24 and applies to Transdev transit workers. Transdev acquired First Transit in March 2023 and currently operates ECCTA’s location following First Transit policies and procedures.*

Conditions that protect a reporting transit worker from discipline or enforcement action
Retaliation against anyone who, in good faith, reports observations of unsafe or illegal activities; or who cooperates in any investigation of such report, is strictly prohibited and is not tolerated, regardless of the outcome of the complaint.

In other words, transit workers are protected for speaking up in good faith under this Policy. Any manager, or co-worker who retaliates against a complaining transit worker or anyone involved in an investigation of a complaint is subject to discipline and/or termination.



Managers are charged with assuring that they and their staff comply with the whistleblower protections and that no retaliation occurs because of a reported safety related issue.

Possible Disciplinary Actions

Reporting unsafe practices, policy violations, violations of the law, etc. is encouraged, and in some instances required, of all transit workers. The primary goal is to be able to identify areas where risk of injury to personnel or customers, or destruction of property may exist; and develop measures to mitigate those risks.

Unless the transit worker's action or in-action is egregious, disciplinary action is not warranted.

Transit workers that fail to report mandatory items, such as:

- Failure to report defective equipment
- Failure to report a hazard
- Failure to procure necessary information for an accident report or
- Submitting an inaccurate or incomplete report

that could lead to serious harm, are subjected to the disciplinary process describe later in this section.

Duty to Report Wrongdoing

All good faith claims of wrongdoing are investigated so that corrective action may be taken. To that purpose, any transit worker, contractor or vendor is encouraged to report wrongdoing or illegal acts to location management so long as they are not believed to be involved in the fraud, waste or abuse being reported. Management ensures the matter is reported to Group Security and it will be investigated and appropriate steps taken to correct the wrongdoing or potential violation.

Self-Reporting

Self-reporting is also encouraged. Anyone who reports his/her own violation will receive due consideration regarding disciplinary action that may be taken.

Open-Door Policy

A workplace where transit workers are treated with respect and one that is responsive to their concerns is important to each of us. Transit workers may have suggestions for improving the workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with a transit worker's manager. Each transit worker is encouraged to do so.

If the matter cannot be resolved with one's immediate manager, the transit worker may:

- Speak with their Location General Manager or Region Safety Manager who will attempt to facilitate a solution.
- If a transit worker is unable to resolve the matter through the management chain of command in their location, the transit worker may choose to speak directly to anyone in division management or Human Resources.

The Open-Door Policy also allows transit workers to voice their concerns anonymously.

- If a transit worker would like to submit an anonymous concern, they may contact Transdev's confidential Ethics and Compliance Hotline at 1-866-850-3033.

This Open-Door Policy applies to every transit worker not covered by a collective bargaining agreement. It also extends to contractors and subcontractors.



In situations involving discrimination or harassment, transit workers should follow the Complaint Procedure described in the Discrimination, Harassment and Retaliation Reporting Procedure section of the Employee Handbook without fear of reprisal and should not follow this Open-Door Policy complaint process.

In situations requiring immediate attention, a transit worker may bypass the chain of command, which begins with his or her manager, and contact any level of management or Human Resources directly, without fear of reprisal, and without the need to follow this Open-Door Policy complaint process.

- This may be done in person, by direct contact, phone call, letter, or email message or by utilizing Transdev's confidential Ethics and Compliance Hotline at 1-866-850-3033.

Transit workers are REQUIRED to report the following. Failure to do so WILL lead to disciplinary action.

Accidents/Incidents

Accidents and incidents are a very serious matter and a valuable learning opportunity to improve safety. **SOP #700 – Accident & Safety Data Acquisition and Reporting**, and the supporting **SOP's, 700a – Auto and General Liability Claim Form; 700b – Courtesy Card; 700c – Operator Incident Report**; ensure that the appropriate actions happen at the scene for the safety and security of passengers and transit workers; and that the appropriate data is collected to evaluate the incident, determine culpability; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

Accidents

Accidents are considered to be any collision that occurs while an Operator is on duty. Operators are to report all accidents and collisions to Dispatch immediately upon occurrence. When reporting to Dispatch, the transit worker must state that he or she is reporting an accident and then answer any questions asked by Dispatch.

Additionally, **SOP #700c – Operator Incident Report** and **SOP #700a – Auto & General Liability Claim Form**, must be completed by the Operator involved and location management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report. To help ensure that this deadline is met, transit workers are paid to complete the form.

Transit workers who fail to report an accident may be subject to disciplinary action up to and including termination.

Transit workers must provide transit management with any additional accident information immediately upon request.

Incidents

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to Dispatch immediately; and require a **SOP #700a – Auto & General Liability Claim Form** to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to Dispatch upon return to the yard.

The following are examples of incidents that must be reported:

- Broken or cracked windows from unknown causes,
- Cut seats,



- Service delays,
- Passing up passengers,
- Insufficient or excessive running time in schedule,
- Overloads, etc.

If in doubt, immediately contact Dispatch.

Operators Witnessing an Accident shall notify Dispatch immediately, even though their vehicle may not be involved.

Required Courtesy Cards

In the event of an accident or an incident, Operators must distribute **SOP #700b – Courtesy Cards** then retrieve as many as possible from passengers and persons in the immediate area of the accident or incident who may have witnessed the event.

Duty to Report Law Enforcement Actions

Transit workers are required to report any arrests, indictments or convictions to their immediate manager or Human Resources immediately, but no later than prior to the next scheduled work shift, to the extent permitted by applicable law. If the circumstances and the offense charged, in our judgment, present a potential risk to the safety and/or security of our customers, transit workers, premises and/or property, such events may result in disciplinary or other appropriate action to the extent permitted by applicable law.

Operators and safety sensitive employees are required to report all Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) related charges, vehicular collisions, and any moving violation citations received in any vehicle immediately if possible, but no later than prior to their next scheduled work shift, consistent with applicable law.

Possible Disciplinary Actions

A tiered approach is used to determine possible disciplinary actions. Infractions that lead to disciplinary action are categorized into four categories;

- Class 1 – Dischargeable Offenses, the most serious and unacceptable behavior
- Class 2 – Serious violations of the performance code
- Class 3 – Secondary violations of the performance code
- Class 4 – Lesser violations of the performance code that may result in disciplinary action depending on the circumstances or repeated violations

Examples of **Class 1 Dischargeable Offenses** include:

- Convictions and imprisonment for such offenses as DUI, DWI, child abuse, etc.
- Safety; some offenses are of such a serious nature that termination is appropriate for the first offense. Those include but are not limited to:
 - Failure to properly secure mobility devices
 - Cell phone use while operating a company vehicle
 - Striking a pedestrian
 - Colliding into the rear of another vehicle or stationary object
 - Running a red light or stop sign
 - Entering a railroad crossing when the lights are flashing
- Violation of the Drug & Alcohol Policy
- Dishonesty



- Stealing/Theft
- Unauthorized Use or Removal of Company / Client Property or Vehicle
- Violence / Fighting / Threats
- Harassment
- Insubordination
- Security
- Sleeping on the Job
- Destruction of Property
- Failure to Return to Work
- Leaving Bus or Passengers
- Failure to Follow Sleeping Passenger Rules

Examples of **Class 2 Infractions** considered to be serious violations of the performance code include:

- Abusing or misusing sick leave
- Exchanging work assignments (trade) without proper authority
- Stopping work prior to the end of any shift without management's permission
- Excessive absenteeism, tardiness, starting work late after on the clock, or a pattern of unexcused absences unless otherwise permitted by law
- Reporting for work in an unfit condition
- Failing to obtain permission to leave work during normal working hours
- Discourteous or inappropriate attitude or behavior toward passengers or other members of the public
- Failure to comply with PPE directives
- Failure to wear a High Visibility Safety Vest, Reflective Safety Vest, or Company issued High Visibility Uniform Shirt according to Company policies
- Failure to wear Safety Glasses in compliance with PPE directives
- Failure to wear Company Assigned Shoe Grips when directed to do so
- Violation of vehicle operating regulations
- Failure to observe safety, sanitation, or disciplinary policies of the client or Company, or laws and regulations of Local, State, or Federal governments
- Failure to comply with the Risk Assessment policy
- Working more than an employee's regularly scheduled hours without advance approval of the Company
- Failure to operate a Company vehicle according to assigned route or timetable
- Failure of any Operator, Safety Sensitive Employee or employee required to be licensed for driving, to renew and maintain a valid, appropriate driver's license with required endorsements and a medical certificate for driving a Company vehicle



- Failure to wait for connections or passing up passengers
- Transport of unauthorized persons
- Attempting to enter, entering or assisting any person to enter, or attempt to enter a Company location or restricted areas without proper authority

Examples of **Class 3 Infractions**, considered to be secondary violations of the performance code, include:

- Mandatory Reporting failure including:
 - Failure to report defective equipment
 - Failure to report a hazard
 - Failure to procure necessary information for an accident report or submitting an inaccurate or incomplete report
 - Failure to report law enforcement actions
- Posting, circulating or distributing written or printed material during working times and in working areas
- Failure to adhere to the Company Reverse Parking policy for Company vehicles and personal vehicles
- Use of a Company-owned radio or cell phone for non-Company business during working time
- Failure of any Operator to have in his or her possession a valid, appropriate driver's license with required endorsements and a medical certificate while driving a Company vehicle

Examples of **Class 4 Infractions**, considered to be lesser violations of the performance code that may result in disciplinary action depending on the circumstances or repeated violations, include:

- Failure to comply with the dress code, uniform policy, cleanliness, personal hygiene, personal grooming habits, or other requirements established by the client or Company
- Reporting for duty in an improper uniform, presenting an untidy, unkept or dirty appearance of person or uniform, or improperly displaying uniform articles, Company emblem, or authorized pins and badges
- Parking a personal vehicle in a restricted area at a Company location
- Neglect of job duties and responsibilities, or lack of application or effort on the job
- Incompetence or failure to meet reasonable standards of efficiency or effectiveness
- Failure to provide a current address or telephone number
- Failure to inform of changes in status of dependents for insurance coverage
- Littering the employee lounge area, restrooms, or any other Company property
- Failure to read notices and bulletins and not making an effort to stay informed

Applying Disciplinary Actions

Although employment may be terminated at-will by either the transit worker or



Transdev at any time in accordance with applicable law, without following any formal system of discipline or warning, Transdev may exercise discretion to utilize forms of discipline that are less severe than termination.

Whenever a transit worker is subject to discipline, the employee's work record, including violations occurring in the relevant time period, is reviewed before determining penalty.

The chart below describes how disciplinary actions are applied.

Class of Infraction	Discharge	Suspension	Written Warning
1	1st Offense	-----	-----
2	2nd Offense*	1st Offense	-----
3	3rd Offense*	2nd Offense*	1st Offense
4	4th Offense*	3rd Offense*	1st & 2nd Offense*

*Within 12 months of first offense, 36 months for safety

Additionally, the following criteria may be used to determine discipline specific to any type of traffic violation or preventable accident.

Major Offenses	Action
One violation	Discharge
Serious Violations	Action
One violation	Written warning
Two violations within any 36-month period	Discharge
Moving Violations	Action
Two violations within any 36-month period	Three-day Suspension
Three violations within any 36-month period	Discharge
Two violations within any 12-month period	Discharge
Preventable Vehicle Accidents	Action
One preventable accident	Written warning
Two preventable accidents within any 36-month period	Five-day Suspension
Three preventable accidents within any 36-month period	Discharge
Two preventable accidents within any 12-month period	Discharge

Details of the reporting requirements, infractions of company policy, and disciplinary actions that may be taken are described in more detail in *the **Transdev Employee Handbook***.

Facilities

ECCTA maintenance and administration transit workers are encouraged to report anything believed to be a hazardous condition or practice that may cause injury to people, property, or the environment. In addition, transit workers are encouraged to share any suggestions to improve safety in the workplace. All injuries, accidents and near misses must be reported.



Unsafe Conditions Report

ECCTA maintenance and administration transit workers use the Unsafe Conditions Report to communicate any safety concerns or hazards. Forms are available in the administration hallway filing cabinet and in the maintenance work station. Transit workers may choose to identify themselves by name or to provide an anonymous report. The program functions as follows:

- 1) ECCTA transit worker completes the Unsafe Conditions Report and gives the form to their supervisor or to the Manager of Administrative Services (in person or in mailbox), or places it in the Administration Communications Confidential Mailbox located in the maintenance computer station. The Manager of Administrative Services reviews the report, meets with the transit worker if necessary, and has authority to take immediate and appropriate action to correct the hazardous conditions or unsafe work practices and procedures, and to establish rules of safety as soon as they are identified.
- 2) For hazards that cannot be immediately corrected due to reasons such as the availability of needed equipment, materials and/or personnel; time for delivery, installation, modification, or construction; training periods; etc., protection shall be provided in the interim to transit workers who need it while correction of hazard is proceeding.
- 3) The Manager of Administrative Services notes any corrective action or the reason for no action taken on the Unsafe Conditions Report and submits a copy to the transit worker.
- 4) The Manager of Administrative Services records identified hazard information in ECCTA's Systems Hazards electronic database. The reported information is shared with the Safety Solutions Team (SST), where the information is reviewed, addressed and documented. Safety concerns reported through the ECCTA transit worker safety reporting program will include follow up with the ECCTA transit worker. In addition, identified hazards receive follow up through posted SST minutes.
- 5) The Manager of Administrative Services saves the Unsafe Conditions Report in a binder.

If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, transit workers immediately call 911, local police, or other law enforcement.

Suggestion Box

ECCTA maintenance and administration transit workers may also report any suggestions through a Suggestion Box. Transit workers may choose to identify themselves by name or to provide an anonymous suggestion. A suggestion box is located in the maintenance computer station and on top of the administration hallway filing cabinet. The program functions as follows:

- 1) The ECCTA transit worker completes the Suggestion form located next to the Suggestion Box and places the form in the Suggestion Box.
- 2) Suggestions are reviewed monthly by the CEO, COO, Director of Maintenance, and Manager of Administrative Services.
- 3) The Manager of Administrative Services records identified hazard information in ECCTA's Systems Hazards electronic database. The reported information is shared with the Safety Solutions Team (SST). Safety concerns reported through the ECCTA transit worker safety reporting program will include follow up with the ECCTA transit worker. In addition, identified hazards receive follow up through posted SST minutes.

If a transit worker's suggestion is chosen to be implemented and acted upon, the transit worker receives a \$50 check and recognition for their suggestion.



If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, transit workers immediately call 911, local police, or other law enforcement.

Tri Delta Watch app

Tri Delta Watch is a free downloadable app with a Transit Worker Safety Reporting Program component. ECCTA maintenance and administration transit workers may report safety concerns and hazards through TWRP in the app. To report a safety concern or hazard in the Tri Delta Watch app, the transit worker will:

- 1) Download the free Tri Delta Watch app
- 2) Click “Settings” on the bottom navigator to set up an account
- 3) Enter their information
- 4) Toggle “Employee of the Organization?” button
- 5) Fill in “Enter ORG Group Code” as TDT
- 6) Select “Report a Problem”
- 7) Select “Report Type”
- 8) Select “TWRP”
- 9) Select the category for the safety concern
- 10) If it is safe to do so, attach an image, report the location, and information on the safety concern

The Manager of Marketing and Customer Service will review the submitted TWRP and forward to the appropriate manager to review and address the safety concern. If an identified hazard is reported through TWRP, the hazard information is recorded in ECCTA's Systems Hazards electronic database. The reported hazard is shared with the Safety Solutions Team (SST), where the information is reviewed, addressed and documented. Safety concerns reported through TWRP will include a follow up message to the transit worker. In addition, identified hazards receive follow up through posted SST minutes.

If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, transit workers immediately call 911, local police, or other law enforcement.

The Unsafe Conditions Report, Suggestion form, and Tri Delta Watch app are shown in the Appendix.

Conditions that protect a reporting transit worker from discipline or enforcement action:

No action will be taken against any ECCTA maintenance or administration transit worker who discloses a safety concern through the ECCTA transit worker safety reporting program, unless disclosure indicates an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.



5. Safety Risk Management

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Hazard Identification: The methods or processes to identify hazards and potential consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risk associated with identified hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

ECCTA's Safety Risk Management Process applies to all elements of the transit system.

Hazard Identification

ECCTA desires to identify and address hazards before they cause problems. Many programs, procedures, and reporting forms are in place to assist with hazard identification. A hazard is defined as any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. If a hazard is identified through ECCTA or Transdev's programs, procedures or reporting forms, the worst, credible potential consequence of the hazard is evaluated through the safety risk assessment process and the information is entered in ECCTA's Systems Hazards electronic database. The programs, procedures and reporting forms used for hazard identification include the following:

- **Transit Worker Safety Reporting Program**

Through the ECCTA and Transdev transit worker safety reporting programs, all transit workers are encouraged to report anything believed to be a hazardous condition or unsafe practice that may cause injury to people, property, or the environment. In addition, transit workers are encouraged to share any suggestions to improve safety in the workplace. All injuries, accidents and near misses are to be reported. Hazards identified through the ECCTA and Transdev transit worker safety reporting programs and the worst, credible potential consequence of a hazard are recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and Safety Manager.

Operations

Upon hire, each Transdev transit worker is provided the Employee Handbook with information on the Transdev transit worker safety reporting program and a Near Miss and Hazard Reporting pad. Additionally, transit workers learn about the Near Miss and Hazard Reporting form at each monthly in-service meeting when positive reinforcement and recognition is given to transit workers who demonstrate correct procedures and actions through Near Miss and Hazard Reporting. Transit workers are also trained on the Safety Management Policy Statement, using the Near Miss and Hazard Reporting pad and Tri Delta Watch app annually at an in-service meeting.

Facilities

Upon hire, ECCTA maintenance and administration transit workers are provided information on the ECCTA transit worker safety reporting program and Safety Management Policy Statement. Additionally, The Safety Management Policy Statement is reviewed and transit workers learn about the reporting forms available to them annually at a "Hazard Communication" and a "Safety Management System" training



class. The reporting forms include: Unsafe Conditions Report, Suggestion form, and the Tri Delta Watch app. ECCTA transit workers are also reminded quarterly about the Suggestion box and Suggestion form when suggestion winners are recognized and rewarded.

- **Facility Inspections**

ECCTA management is responsible for overseeing periodic occupational and operational inspections of facilities and equipment to identify hazards on a proactive basis. Inspection types include safety/health inspections, facility inspections, and preventative equipment inspections. A hazard identified through facility inspections, the worst, credible potential consequence of the hazard, and any corrective action taken are recorded in ECCTA's Systems Hazards electronic database by the Facilities Supervisor and Director of Maintenance.

Operations

Daily Safety and Health Walkthrough and Checklist

A daily routine safety and health walkthrough is performed to promptly identify hazardous conditions at the facility. An identified hazard, the worst, credible potential consequence of a hazard, and any corrective action taken from the Daily Safety and Health Walkthrough are recorded in ECCTA's Systems Hazards electronic database by the Safety Manager. SOP #802- Daily Safety and Health Walkthrough and #802a- Daily Safety and Health Walkthrough Checklist outlines procedures followed.

Facility Parking Risk Management Assessment

Inadequate turning areas, blind corners, and uneven walking surfaces can all cause collisions or employee injury in parking areas. SOP #901- Facility Parking Risk Assessment helps identify and prevent these types of collisions for both buses and personal vehicles. The Contract General Manager must ensure compliance with all provisions of the SOP. The risk of the facility is assessed as follows:

- Annually
- Unscheduled- whenever a significant vehicle collision or a pedestrian strike occurs in the bus yard or on company premises.
- SOP #901a- Facility Parking Risk Assessment Guide and SOP #901b- Facility Parking Risk Assessment Form are tools to help with this assessment.
- An identified hazard, the worst, credible potential consequence of a hazard, and any corrective action taken from the Facility Parking Risk Management Assessment are recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.

Facilities

Administration, Operations & Maintenance Facility Plan

The schedule for daily, weekly, monthly, quarterly and annual facility inspections is outlined in ECCTA's Administration, Operations & Maintenance Facility Plan. An identified hazard, the worst, credible potential consequence of a hazard, and any corrective action taken from the facility inspections are recorded in ECCTA's Systems Hazards electronic database by the Facilities Supervisor and Director of Maintenance.

Stormwater Prevention Plan (SWPP)

As part of ECCTA's SWPP, weekly inspections are performed on the spill covers, storm drains, sump, and sweeper. Monthly inspections are performed on eye wash stations and fire extinguishers. Annual inspections of the facility are performed to review stormwater regulation requirements compliance. Stormwater runoff samples are taken during qualifying storm events and are tested for environmental pollutants. Any identified



deficiencies noted in the inspections, or when individual sample test results either exceed the instantaneous NAL or the average NAL, will be investigated to determine the cause. Deficiencies and test results exceeding either the instantaneous or average NAL caused by an identified hazard will be recorded in ECCTA's Systems Hazards electronic database by the Facilities Supervisor, Manager of Administrative Services, or Director of Maintenance.

Maintenance Plan

ECCTA's Maintenance Plan outlines the schedule for preventative maintenance and vehicle inspections. Vehicle inspections, which may identify a series of defects in components and parts with the potential to impact the safety performance of the vehicle are reviewed. An identified hazard, the worst, credible potential consequence of a hazard, and any corrective action taken is recorded in ECCTA's Systems Hazards electronic database by the Facilities Supervisor and Director of Maintenance.

Injury and Illness Prevention Plan (IIPP)

As documented in ECCTA's IIPP, a Hazard Assessment Checklist for the facility is completed annually. If any item on the checklist is marked "N," then a resolution will be sought as soon as possible. If the status of the item creates a hazard, or if the resolution of the item creates a hazard, that hazard will be recorded in ECCTA's Systems Hazards electronic database by the Facilities Supervisor or Manager of Administrative Services.

- **Positive Check-In Procedures and Reasonable Suspicion**

Positive check-in procedures are to ensure operators reporting are fit-for-duty. SOP #804- Positive Check-In Procedures and Reasonable Suspicion outlines procedures followed.

- **On-Board Video Technology**

SOP #704- On-Board Video Technology provides a summary of the on-board video system and company standards that all operations transit workers must follow when operating a company vehicle equipped with on-board video technology. This technology is a valuable resource that helps operations instill positive driving behaviors by providing opportunities to view recorded driving events, driver history, and company trends. The goal of this in-cab camera technology is to proactively identify unsafe behaviors and improve those identified behaviors through coaching, retraining, and if necessary, disciplinary measures in accordance with the provisions of the Employee Handbook and applicable Collective Bargaining Agreements. A hazard identified through on-board video technology, the worst, credible potential consequence of the hazard, and any corrective action taken is recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.

- **Incident Report and Initial Exposure Incident Report Operations**

Transdev transit workers document incidents that occur on the road, on the bus, or at the facility through an Incident Report. Incident Reports are for reporting any of the following that occurred: injury to transit worker, dispute between transit workers, dispute between operator/passenger, dispute between operator, motorist, dispute between passengers, operator/passenger victim of assault/theft, intoxicated passenger, passenger illness, vandalism/damage to bus, fire on bus, bus struck animal, witness report, dispute- fare/transfer, missed passenger, object struck bus, off route, other.

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to dispatch immediately and require



SOP #700a– Auto & General Liability Claim Form to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to dispatch upon return to the yard.

If in doubt, operators are to immediately contact dispatch.

If a hazard is identified through the Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Safety Manager. Risk of operator assault is identified and mitigated through incident reporting.

Facilities

ECCTA maintenance and administration transit workers document incidents that occur through an Incident Report. Incident Reports are for reporting any of the following that occurred: transit worker injury, dispute between ECCTA transit workers, property damage, environmental issue, other. If a hazard is identified through the Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services.

ECCTA maintenance and administration transit workers document blood borne pathogen incidents through an Initial Exposure Incident Report. If a hazard is identified through the Initial Exposure Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Facilities Supervisor.

- **Accident Investigation**

Operations

Operator Incident Report

Auto & General Liability Claim Form

Accident & Safety Data Acquisition and Reporting

Courtesy Card

Accidents are considered to be any collision that occurs while an operator is on duty. Operators are to report all accidents and collisions to dispatch immediately upon occurrence. The following SOPs are for accident investigation.

SOP #700c– Operator Incident Report and SOP #700a– Auto & General Liability Claim Form, must be completed by the operator involved and management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report.

SOP #700– Accident & Safety Data Acquisition and Reporting, and the supporting SOP's, 700a– Auto and General Liability Claim Form; 700b- Courtesy Card; 700c– Operator Incident Report; ensure that the appropriate actions happen at the scene for the safety and security of transit workers and passengers; and that the appropriate data is collected to evaluate the incident, determine culpability; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

An identified hazard, the worst, credible potential consequence of the hazard, and any corrective action taken from the accident investigation are recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.



Facilities

Occupational Incident/Injury/Illness Investigation Report

All ECCTA maintenance and administration transit workers are required to immediately report and document accidents, incidents, and occurrences. The Occupational Incident/Injury/Illness Investigation Report is used to investigate reported accidents, incidents, and occurrences. Root cause analysis is documented during the investigation. If a hazard is determined to be a possible causal factor, the hazard will be recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and evaluated through the Safety Risk Management process.

- **Data and Information Provided by an Oversight Authority, including but not limited to the Federal Transit Administration (FTA) or the State**

ECCTA will monitor data and information provided by an oversight authority for any identified hazards. If the identified hazards are applicable to ECCTA, the SMS Executive will record the information in the Systems Hazards electronic database.

- **Data and information regarding exposure to infectious disease provided by the Centers for Disease Control and Prevention (CDC) and California Department of Public Health (CDPH)**

Operations

The following SOPs align with the Center for Disease Control & Prevention to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions relative to infectious diseases.

SOP #809 – Infection Control & Response for H1N1 Influenza / MRSA / Coronavirus

SOP #809a – MRSA General Information

SOP #809b – H1N1 Flu General Information

SOP #809c – Coronavirus General Information

SOP#810 – Bus/Work Area Disinfecting

Facilities

ECCTA will monitor data and information provided by the CDC and CDPH for identifying safety risk mitigations or strategies to minimize the exposure of the public, personnel, and property to infectious diseases. If the recommended mitigations or strategies are applicable to ECCTA, the Manager of Administrative Services will record the safety risk mitigations or strategies in the Systems Hazards electronic database.

Injury and Illness Prevention Program (IIPP)

ECCTA follows Cal/Osha regulations and also monitors the CDC and CDPH for information on infectious diseases. ECCTA will evaluate the IIPP, as necessary and in accordance with Cal/Osha regulations, to determine if actions are necessary to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions associated with infectious diseases. A COVID-19 Supplement and a Public Health Policy are included in the IIPP. The Manager of Administrative Services is responsible for updating the IIPP.

- **Safety Concerns Identified Through Safety Assurance Activities**

Any safety concerns the SST identifies through safety assurance activities will be recorded in the Systems Hazards electronic database by the SMS Executive.

- **Safety Risk Reduction Program**

ECCTA's comprehensive Safety Risk Reduction Program to improve safety and assist with mitigation of accidents, injuries, and assaults on transit workers includes reviewing information submitted through various reporting programs to identify, assess, and mitigate hazards associated with accidents, injuries, and transit worker assaults, and



reporting transit worker assaults according to reporting requirements in FTA's National Transit Database.

The reporting programs also assist ECCTA in identifying visibility impairments for bus operators and mitigating visibility impairments. If a visibility impairment is reported, the impairment will be recorded in the Systems Hazards electronic database by the manager assigned to the reporting program.

- **Transit Worker Safety Reporting Program-** Through the ECCTA and Transdev employee safety reporting programs, all employees are encouraged to report anything believed to be a hazardous condition or unsafe practice that may cause injury to people, property, or the environment. In addition, employees are encouraged to share any suggestions to improve safety in the workplace. All injuries, accidents and near misses are to be reported. This includes transit worker assaults and transit worker assault information is reviewed and reported in FTA's National Transit Database according to reporting requirements. Hazards identified through the ECCTA and Transdev transit worker safety reporting programs and the worst, credible potential consequence of a hazard are recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and Safety Manager
- **Incident Report-** Transdev transit workers document incidents that occur on the road, on the bus, or at the facility through an Incident Report. Incident Reports are for reporting any of the following that occurred: injury to transit worker, dispute between transit workers, dispute between operator/passenger, dispute between operator, motorist, dispute between passengers, operator/passenger victim of assault/theft, intoxicated passenger, passenger illness, vandalism/damage to bus, fire on bus, bus struck animal, witness report, dispute- fare/transfer, missed passenger, object struck bus, off route, other.

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to dispatch immediately and require a SOP #700a– Auto & General Liability Claim Form to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to dispatch upon return to the yard.

If in doubt, operators are to immediately contact dispatch.

Transit worker assault information is reviewed and reported in FTA's National Transit Database according to reporting requirements. If a hazard is identified through the Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.

ECCTA maintenance and administration transit workers document incidents that occur through an Incident Report. Incident Reports are for reporting any of the following that occurred: transit worker injury, dispute between ECCTA transit workers, property damage, environmental issue, other. This includes transit worker assaults and transit worker assault information is reviewed and reported in FTA's National Transit Database according to reporting requirements. If a hazard is identified through the Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services.



- **Accident Investigations-** Accidents are considered to be any collision that occurs while an operator is on duty. Operators are to report all accidents and collisions to dispatch immediately upon occurrence. The following SOPs are for accident investigation.

SOP #700c– Operator Incident Report and SOP #700a– Auto & General Liability Claim Form, must be completed by the operator involved and management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report.

SOP #700– Accident & Safety Data Acquisition and Reporting, SOP 700a– Auto and General Liability Claim Form; 700b- Courtesy Card; 700c– Operator Incident Report; ensure that the appropriate actions happen at the scene for the safety and security of transit workers and passengers; and that the appropriate data is collected to evaluate the incident, determine culpability; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

An identified hazard, the worst, credible potential consequence of the hazard, and any corrective action taken from the accident investigation are recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.

- **Occupational Incident/Injury/Illness Investigation Report-** All ECCTA maintenance and administration transit workers are required to immediately report and document accidents, incidents, and occurrences. The Occupational Incident/Injury/Illness Investigation Report is used to investigate reported accidents, incident, and occurrences. Root cause analysis is documented during the investigation. If a hazard is determined to be a possible causal factor, the hazard will be recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and evaluated through the Safety Risk Management process.

The Maintenance Plan is located in the Director of Maintenance office. The Administration, Operations & Maintenance Facility Plan and Initial Exposure Incident Report are located in the Facilities Supervisor's office. The SWPP, IIPP, Incident Report, and Occupational Incident/Injury/Illness Investigation Report are located in the Manager of Administrative Services office. The Daily Health and Safety Walkthrough, Daily Health and Safety Walkthrough Checklist, Incident Report, Incident Alert, Auto & General Liability Claim Form, Accident & Safety Data Acquisition and Reporting, and Courtesy Card are located with the Contract General Manager and with the SMS Executive.

Safety Risk Assessment

Systems Hazards electronic database

ECCTA uses a Systems Hazards electronic database to assist with safety risk assessment. When a hazard is identified, a Systems Hazards Sheet is created to measure and analyze the safety risk. The Systems Hazards Sheet is saved in the Systems Hazards electronic database. The safety risk description is documented on the Systems Hazards Sheet. Applicable details such as bus number and location are reported, if available. The safety risk likelihood and safety risk severity are determined taking into account existing safety risk mitigations, then a safety risk assessment is automatically calculated based on the Safety Risk Assessment Matrix. Safety risk impact, safety risk response, and response strategy are documented. A contingency



plan is documented if it is determined necessary. The information is shared and discussed by the Safety Solutions Team. After approval of any additional safety risk mitigation, safety risk mitigation steps are implemented by an assigned manager, then the safety risk index is reviewed.

1) Safety Risk Likelihood

The definition of safety risk likelihood is how often the potential consequence of the hazard might occur, considering the worst foreseeable- but credible- condition. Determination of safety risk likelihood must take into account existing safety risk mitigations. The subjective measure is ranked as follows:

- A) Frequent-** Will occur frequently in the life of an item; continuously experienced in fleet/inventory
- B) Probable-** Will occur several times in the life of an item; will likely occur in fleet/inventory
- C) Occasional-** Likely to occur sometimes in the life of an item; will occur several times in fleet/inventory
- D) Remote-** Unlikely but possible to occur in life of an item; unlikely, but can be expected to occur in fleet/inventory
- E) Improbable-** So unlikely, occurrence may not be experienced; unlikely to occur, but possible to occur in fleet/inventory
- F) Eliminated-** Safety risk removed/eliminated; will not occur in fleet/inventory

Likelihood Level		Likelihood of event in specific item	Occurrence Description
a	Frequent	Will occur frequently	Continuously Experienced
b	Probable	Will occur several times	Will likely occur
c	Occasional	Likely to occur sometimes	Will occur several times
d	Remote	Unlikely but possible to occur	Unlikely, but can be expected to occur
e	Improbable	So unlikely, occurrence may not be experienced	Unlikely to occur, but possible
f	Eliminated	Safety risk removed / eliminated	Will not occur

2) Safety Risk Severity

Safety risk severity is the anticipated effects of a potential consequence of the hazard, should it materialize. It is a subjective assessment of the damaging potential of the consequence of the hazard under the worst foreseeable- but credible- condition. Determination of safety risk severity must take into account existing safety risk mitigations. Safety risk severity is categorized as follows:

- 1) Catastrophic-** Death or system loss
- 2) Critical-** Severe injury, severe occupational illness, or major system damage
- 3) Marginal-** Minor injury, minor occupational illness, or minor system damage
- 4) Negligible-** Less than minor injury, less than minor occupational illness, or less than minor system damage

Severity	1. Catastrophic	2. Critical	3. Marginal	4. Negligible
Injury	Death	Severe Injury	Minor Injury	Less Than Minor Injury
Occupational Illness	Death	Severe Occupational Illness	Minor Occupational Illness	Less Than Minor Occupational Illness
Service/ Operation	System Loss	Major System Damage	Minor System Damage	Less Than Minor System Damage



3) Safety Risk Assessment Matrix

The Safety Risk Assessment Matrix calculates the safety risk level based on the safety risk likelihood and safety risk severity analysis. The safety risk assessment allows ECCTA to evaluate the acceptability of the safety risk and prioritize safety risk mitigation efforts.

1) High

2) Serious

3) Medium

4) Low

5) Eliminated

ECCTA SAFETY RISK ASSESSMENT MATRIX

ECCTA Safety Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
LIKELIHOOD	a. Frequent	High (1a)	High (2a)	Serious (3a)	Medium (4a)
	b. Probable	High (1b)	High (2b)	Serious (3b)	Medium (4b)
	c. Occasional	High (1c)	Serious (2c)	Medium (3c)	Low (4c)
	d. Remote	Serious (1d)	Medium (2d)	Medium (3d)	Low (4d)
	e. Improbable	Medium (1e)	Medium (2e)	Medium (3e)	Low (4e)
	f. Eliminated	Eliminated			
Resolution Requirements					
High		Unacceptable	correction required		
Serious		Undesirable	correction may be required, decision by management		
Medium		Acceptable w/ review	with review and documentation by management		
Low		Acceptable	without review		
Eliminated		Acceptable	no action needed		

Based on Military Standard 882E

4) Safety Risk Impact

Safety risk impact describes the worst, credible potential consequence of a hazard.

5) Safety Risk Response

Safety risk response strategies are the approaches ECCTA can take to manage the safety risk associated with the hazard. Safety risk response is categorized as follows:

1) **Acceptance.** Accept the potential consequences of the hazard.

2) **Avoidance.** Avoid the potential consequences of the hazard.

3) **Contingency.** Backup solution to reduce the likelihood and/or severity of potential consequences of the hazard.

4) **Mitigation.** Solution to reduce the likelihood and/or severity of potential consequences of the hazard.

5) **Transfer.** Shift the potential consequences of the hazard from one party to another.

The Systems Hazards Sheet is listed in the Appendix.

Safety Risk Mitigation

ECCTA strives to reduce to the lowest level practical, the safety risk associated with an identified hazard. Safety risk mitigation is not synonymous with hazard elimination. ECCTA's transit environment contains some hazards that are impossible to eliminate and others that are highly impractical to eliminate. Accomplishing reduction of safety risk to the lowest practical level occurs in a variety of ways, from protective and warning devices to special procedures. There are, however, some hazards that present unacceptable safety risk requiring reduction or elimination of the safety risk. Part of the safety risk mitigation process is the use of the Safety



Risk Assessment Matrix. The matrix describes if the safety risk level is acceptable, acceptable with review, undesirable, or unacceptable.

ECCTA's Safety Risk Assessment Matrix is as follows:

ECCTA SAFETY RISK ASSESSMENT MATRIX					
ECCTA Safety Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
LIKELIHOOD	a. Frequent	High (1a)	High (2a)	Serious (3a)	Medium (4a)
	b. Probable	High (1b)	High (2b)	Serious (3b)	Medium (4b)
	c. Occasional	High (1c)	Serious (2c)	Medium (3c)	Low (4c)
	d. Remote	Serious (1d)	Medium (2d)	Medium (3d)	Low (4d)
	e. Improbable	Medium (1e)	Medium (2e)	Medium (3e)	Low (4e)
	f. Eliminated	Eliminated			
Resolution Requirements					
High		Unacceptable	correction required		
Serious		Undesirable	correction may be required, decision by management		
Medium		Acceptable w/ review	with review and documentation by management		
Low		Acceptable	without review		
Eliminated		Acceptable	no action needed		
Based on Military Standard 882E					

Based on Military Standard 882E

After the safety risk assessment is complete, resolution requirements indicate if the safety risk level is:

- 1) **High- Unacceptable** with correction required
- 2) **Serious- Undesirable** and correction may be required, decision by management needed
- 3) **Medium- Acceptable with review** and documentation by management
- 4) **Low- Acceptable** without review by management
- 5) **Eliminated- Acceptable** with no action needed

Elimination or reduction of hazards with safety risk in the highest safety risk category in the Safety Risk Assessment Matrix (High: 1a, 1b, 1c, 2a, 2b) occurs until the hazards are in a lower safety risk category and acceptable. Elimination or reduction of hazards with safety risk in the second highest safety risk category in the Safety Risk Assessment Matrix (Serious: 1d, 2c, 3a, 3b) occurs until the hazards are in a lower safety risk category, if possible, and acceptable.

Approach to Hazard Elimination and Safety Risk Mitigation

If the safety risk associated with an identified hazard requires correction, safety risk mitigation efforts will occur, if possible. Safety risk mitigation is a solution that reduces the likelihood and/or severity of potential consequences of the hazard. If safety risk mitigation is recommended, ECCTA uses a hierarchical approach to eliminate or reduce the safety risk associated with the hazard:

- 1) **Design for minimum safety risk**
- 2) **Use of safety devices**
- 3) **Use of warning devices**
- 4) **Provide special procedures and training**
- 5) **Provide Personal Protective Equipment (PPE)**

Design for minimum safety risk

When designing for minimum safety risk, there should be provisions in all designs to identify and eliminate hazards through appropriate safety and security design concepts. To the extent permitted by cost and practicality, identified hazards are eliminated or controlled by the design



of equipment, systems and facilities. Design provides safety risk mitigation to the lowest practical risk level for hazards not eliminated.

Use of safety devices

After design, the use of fixed, automatic, or other protective safety devices may reduce remaining hazards to an acceptable safety risk level. These safety devices are critical system elements and will be inspected and maintained as such.

Use of warning devices

When design and safety devices cannot effectively mitigate hazards, use of warning devices may provide timely detection of the activated hazard and generate adequate warning signals to alert persons of the hazard. Design of warning devices and signage shall minimize the probability of incorrect reaction to the warning by transit workers or other individuals. These warning devices are critical system elements and will be inspected and maintained as such.

Provide special procedures and training

Where it is impossible to adequately provide safety risk mitigation through design, safety devices, or warning devices, written procedures and training are used to either reduce the likelihood of the hazard occurring, reduce the severity of the hazard if it does occur, or both, so that an acceptable safety risk level is achieved.

Provide Personal Protective Equipment (PPE)

When design, safety devices, warning devices, written procedures and training cannot effectively provide safety risk mitigation, PPE may be used to achieve an acceptable safety risk level. The use of PPE ensures transit workers wear the proper protective clothing, gloves, safety glasses, ear protection, etc. for the job.

The documented safety risk response strategy is shared with the safety committee. After concurrence by the safety committee, the safety risk response strategy for a safety risk of high, serious, or medium level is presented to the CEO who may accept, modify, or reject the recommendation. Upon modification or rejection of the recommendation, the safety committee will further analyze, determine strategy and recommend other actions until final approval by the CEO. Referral of the approved safety risk response strategy is directed to the responsible department manager for implementation. The safety risk is re-evaluated by the safety committee for acceptability or the need for further safety risk mitigation.



6. Safety Assurance

Safety Performance Monitoring and Measurement

Describe activities to monitor the system for compliance with procedures for operations and maintenance.

ECCTA monitors the system for compliance with procedures for operations and maintenance according to the following chart.

Safety Assurance Process	If yes, then....
Procedures Monitoring and Measurement	
Inadequate compliance?	Address non-compliance
Insufficient?	Evaluate hazards through Safety Risk Management

Operations

On-Board Video Technology

On-Board Video Technology is a valuable resource that helps operations instill positive driving behaviors by providing opportunities to view recorded driving events, driver history, and company trends. The goal of this in-cab camera technology is to proactively identify unsafe behaviors and improve those identified behaviors through coaching, retraining, and if necessary, disciplinary measures in accordance with the provisions of Transdev's Employee Handbook and applicable Collective Bargaining Agreements. If monitoring On-Board Video Technology indicates that an operator's recorded driving event needs addressed, the operator is coached and retrained for the event. On-Board Video Technology reports are monitored to determine upcoming in-service agendas and training. The Safety Manager monitors On-Board Video Technology and will evaluate any identified hazards through the Safety Risk Management process.

Performance Audits

Transdev monitors operator performance to identify any non-compliance with procedures or insufficient procedures. If monitoring indicates that transit workers are not complying with procedures, the evaluator will address the non-compliance with re-training. If monitoring indicates that procedures are insufficient, the Safety Manager will evaluate any identified hazards through the Safety Risk Management process.

Maintenance

Mechanical Failures

Through monitoring mechanical failures, ECCTA's Director of Maintenance monitors that ECCTA maintenance transit workers are complying with procedures. If monitoring indicates that maintenance transit workers are not complying with procedures, the Director of Maintenance will address the non-compliance. If monitoring indicates that procedures are insufficient, the Director of Maintenance will evaluate any identified hazards through the Safety Risk Management process.



Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

ECCTA monitors operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended according to the following chart.

Safety Assurance Process	If yes, then....
Safety Risk Mitigation Monitoring and Measurement	
Ineffective?	Evaluate hazards through Safety Risk Management
Inappropriate?	Identify new mitigation under Safety Risk Management
Not implemented?	Address non-compliance

Safety Committee- Safety Solutions Team (SST)

Information reported through ECCTA's Systems Hazards electronic database is reviewed by the safety committee. The safety committee discusses identified hazards, assesses and performs safety risk mitigation through safety risk management, and then communicates follow up information on identified hazards reported through the transit worker safety reporting programs in posted SST minutes. Throughout this process, SST members also monitor safety risk mitigations. They discuss safety risk mitigations or strategies that may be ineffective, inappropriate, or not implemented as intended and assist in identifying safety deficiencies for continuous improvement. If monitoring identifies any safety risk mitigation that is ineffective, then the hazard will be evaluated through the Safety Risk Management process. If monitoring identifies any safety risk mitigation that is inappropriate, then new safety risk mitigation will be identified under the Safety Risk Management process. If monitoring identifies any safety risk mitigation that was not implemented, then the non-compliance will be addressed.

Describe activities to conduct investigations of safety events to identify causal factors.

A safety event means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. ECCTA conducts investigations of safety events to identify causal factors according to the following chart.

Safety Assurance Process	If yes, then....
Safety Event Investigations	
Causal factors identified?	Evaluate hazards through Safety Risk Management
Information collected?	Use to monitor and measure through other Safety Assurance processes

Operations

Elimination of preventable injuries and collisions is the number one goal. Safety events are investigated. Any injury, collision or incident that occurs is investigated to determine preventability or non-preventability. Investigations include all instances in which:

- an ECCTA vehicle was damaged, or causes damage
- an ECCTA vehicle leaves the traveled roadway
- a passenger is injured on or by an ECCTA vehicle
- a transit worker is injured in the workplace
- a pedestrian is injured caused by an ECCTA vehicle



SOP #700-Accident & Safety Data Acquisition describes the data collection process including:

- Defining the Event & What to Do
- Accidents– Defining the Accident
- Rules That Apply to an Accident
- Operator Responsibility
- Accident Investigation Responsibilities

The Safety Manager reviews the data collected to determine if the accident/incident was preventable or non-preventable. If a hazard is determined to be a possible causal factor, the hazard will be recorded in ECCTA's Systems Hazards electronic database by the Safety Manager and evaluated through the Safety Risk Management process.

Facilities

Occupational Incident/Injury/Illness Investigation Report

All ECCTA maintenance and administration transit workers are required to immediately report and document safety events. The Occupational Incident/Injury/Illness Investigation Report is used to investigate reported safety events. Root cause analysis is documented during the investigation. If a hazard is determined to be a possible causal factor, the hazard will be recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and evaluated through the Safety Risk Management process.

Describe activities to monitor information reported through internal safety reporting programs.

ECCTA monitors information reported through internal safety reporting programs according to the following chart.

Safety Assurance Process	If yes, then....
Internal Reporting Programs Monitoring and Measurement	
Safety concerns identified?	Evaluate hazards through Safety Risk Management
Information collected?	Use to monitor and measure through other Safety Assurance processes

Safety Committee-Safety Solutions Team (SST)

Information reported through ECCTA's Systems Hazards electronic database is reviewed by the safety committee. SST members discuss identified hazards, assess and provide safety risk mitigation through safety risk management, and then communicate follow up information on identified hazards reported through the transit worker safety reporting programs in posted SST minutes. Throughout this process, SST members also monitor safety risk mitigations. They discuss safety risk mitigations or strategies that may be ineffective, inappropriate, or not implemented as intended and assist in identifying safety deficiencies for continuous improvement.

Continuous Improvement

Describe the process to assess safety performance annually and the plan to address any deficiencies identified through the safety performance assessment.

At the annual review of the Public Transportation Agency Safety Plan, ECCTA will assess its safety performance based on data from safety performance targets. The SMS Executive will work with the safety committee and Accountable Executive to address any deficiencies identified.



Management of Change
<i>As a small transit agency, ECCTA is not required to implement a management of change process.</i>



7. Safety Promotion

Competencies and Training

Describe the safety training program for all transit workers directly responsible for safety.

Safety is a top priority at ECCTA. Safety information and training is provided to all transit workers, both ECCTA transit workers and Transdev transit workers. Transdev provides the training program for all operations transit workers, which includes operators, dispatchers, schedulers, and operations lead staff. ECCTA provides the training program for all maintenance and administration transit workers.

Transdev communicates hazards and safety risks relevant to transit worker's roles and responsibilities for operations transit workers during New Hire Training, as documented below. ECCTA communicates hazards and safety risks relevant to transit worker's roles and responsibilities for maintenance and administration transit workers in its training program, as documented in the Appendix, and in individual job descriptions, as is documented in the employee handbook. Job descriptions are reviewed with maintenance and administration transit workers upon hire, at "Safety Management System" training, and are included in the employee handbook.

ECCTA and Transdev have the following safety training programs:

Operations

Transdev provides the training program for all operations transit workers. Transdev acquired First Transit in March 2023 and currently operates ECCTA's location following First Transit policies and procedures. Training transit workers to assess safety risk and recognize and avoid hazards in the workplace is critical to the overall safety of the workplace. Every Transdev transit worker is trained in "**BeSafe**" and "**Safe Work Methods**". "**BeSafe**" is the company-wide approach to safety management. This program takes safety performance to the next level through behavioral change. "BeSafe" is inclusive, collaborative and focuses on recognizing and acknowledging safe behavior and actions through positive reinforcement such as debriefs, tours, and transit worker engagement. All Transdev transit workers are trained in the principles of "BeSafe." "**Safe Work Methods**" is designed to educate transit workers on how to identify conditions and actions posing safety risk to their well-being and that of their coworkers. This training is to be used:

- In training new hire transit workers
- In leading supervisors in identifying root causes of workplace injuries
- In retraining injured workers so that re-occurrences are avoided
- To supplement First Occupational Rehabilitation Management (F.O.R.M.) light duty and return to work management program, in controlling workers compensation losses

The "Safe Work Methods" training curriculum includes:

New Hire Training

New hire training is designed to educate the new transit worker to the hazards commonly found in the transportation environments including in vehicle maintenance shops, bus yards, fuel islands, wash bays, and office environments. The program also makes transit workers aware of injuries that can result from physical activities such as entering and exiting vehicles, assisting persons with disabilities, and handling mobility devices.

- PPE program including requirements for appropriate
 - Safety eyewear



- Safety footwear
- Safety hand wear
- Hi-Vis vests
- Disposal contaminated materials
- Safety Risk Assessment and Injury Avoidance
 - Walking and Climbing
 - Lifting, Carrying, Holding, and Lowering Objects
 - Pushing, Pulling, and Twisting
 - Burns, Scalds
 - Exposed Fluids, Chemicals, Smoke
 - Cuts, Punctures, Abrasions, Lacerations
 - Mobility Device Lifts/Ramps

Requirements for Operator Training

Applicants are required to successfully complete a comprehensive training program prior to transporting passengers. Trainees are continually evaluated and tested throughout the training program. Trainees who do not demonstrate the required level of proficiency are provided additional training or are removed from training. The operator training program combines instructor-led sessions, video instruction, facilitated discussion, and opportunities for the trainees to practice what they have learned. Training topics include:

Classroom Training

The first part of operator training, classroom training, begins the process of instilling the safety culture into each operator. Helping the student operators understand the importance of keeping themselves and each passenger safe; and their responsibilities in maintaining a safe environment, is a theme integrated throughout.

- **Unit 1- Introduction**
 - Welcome and Introduction
 - Title VI Civil Rights Act 1964
 - Employee Handbook
 - BeSafe - Making Safety Personal
 - Hazardous Communication
 - Blood borne Pathogens
 - Busing on the Look Out
 - FT Safe Wheels
- **Unit II- Fundamentals**
 - Safe Work Methods
 - Basics of Safety
 - Managing Emergencies
 - Security Awareness
 - Map Reading
 - Communication Devices
 - Navigation and Fare Policies
 - Smith System
- **Unit III- The Operator**
 - Drug and Alcohol Awareness
 - Distracted Driving
 - Fatigue and Sleep Apnea Awareness
 - DriveCam Orientation
- **Unit IV- Transporting Passengers with Disabilities**
 - Transporting Passengers with Disabilities
 - Interacting with Passengers
 - Diffusing Conflict



- Passenger Care While Loading and Unloading
- Mobility Aids and Devices
- **Unit V- Driving Fundamentals**
 - Driving Fundamentals I
 - Driving Fundamentals II
 - Roadway Types
 - Railroad Crossings

Behind-the-Wheel Training

Behind-the-Wheel training is conducted in three phases. Since most people coming to work as a bus operator have not been exposed to driving the types of vehicle used, the first part of behind-the-wheel training takes place on a closed course. This provides the opportunity for the Instructors to evaluate the skill levels of each transit worker; and gives each transit worker the opportunity to make and learn from their mistakes in a safe environment.

The next phase of Behind-the-Wheel training takes place on the road, but in a controlled manner. During the road phase of the training, each student operator works one-on-one with an instructor. The road work begins with the basics; intersections, service stops, and backing. The next advanced stage of the road work addresses roadways, highway driving, and continues the instruction on intersections and service stops. The “Smith Driving System” principles are incorporated throughout the entire Behind-the-Wheel training phase.

- **Closed Course (Group Work)**
 - Vehicle Orientation
 - Pre-Trip Inspection
 - Seat Adjustment
 - Mirror Adjustment
 - Braking, Accelerating, and Transmission
 - Wheelchair Securement
 - Reference Points
 - Lane Position
 - Right Side / Left Side
 - Backing Point
 - Forward Stop
 - Pivot Points
 - Turning Points
 - Vehicle Control
 - Straight in Lane
 - Left Turn
 - Right Turn
 - Lane Changing- Moving Right or Left
- **One on One Instruction Behind-the-Wheel**
 - **Basic Road Work**
 - “Smith System”
 - Intersections
 - Service Stops
 - Backing
 - **Advanced Road Work**
 - “Smith System” Commentary Driving
 - Roadways
 - Expressway / Highway Driving
 - Intersections
 - Service Stops



- **Final Evaluation**

Upon completion of the training program, before an operator can be placed into service, they must successfully demonstrate their mastery of the skills and practices learned during the training program.

- **Cadet Training**

Once a new operator has been placed into service there is period of observation where an experienced operator, instructor, or supervisor periodically rides-along to ensure the skills learned in training have successfully transferred to providing service. This includes the securement and transportation of a person with a disability.

Requirements for Staff Training

Staff personnel are trained in Safety Leadership and “BeSafe”.

- **Safety Leadership**

This is an interactive CD-ROM course consisting of 5 CD’s and leaders guides which are designed to educate all levels of management on the behaviors surrounding accidents. Every level of management takes the course and successfully pass an online test, found on the Safety Resource Center (SRC), with a passing grade of 90% or better.

The course outline is as follows:

- Safety Leadership
 - Accidents
 - Behavior
 - Leadership
- Supervisor Development
 - The Role of the Supervisor
 - Communication
 - Building Trust
 - Conflict Resolution
 - Performance Management
 - Decisions
- **Additional Safety Training**
 - Reasonable Suspicion
 - Supervisor’s Report of Reasonable Suspicion
 - Code of Conduct
 - Customer Service
 - OSHA Requirements
 - Hazard Abatement FORM– CA Only
- **Safety Manager-** Transdev’s Safety Manager is trained according to the Transit Safety and Security Program (TSSP):
 - Transit Bus System Safety (36 hours)
 - Fundamentals of Bus Collision Investigation (36 hours)
 - Transit System Security (36 hours)
 - Effectively Managing Transit Emergencies (32 hours)

Requirements for Continuing Training and Evaluations

Transdev provides ongoing transit worker training and evaluations.

The objective of ongoing evaluations is met through a broad spectrum of regularly scheduled management activities including:



- road observations,
- ride along evaluations, and
- daily safety contacts.

Where evaluations and observations identify unsafe acts or conditions, retraining is provided to improve skill levels in accordance with corporate standards.

Safety Meetings

- Twelve (12) safety meetings are held annually with required topics identified by the location and region safety management
- Each meeting is to be a minimum of one (1) hour in length
- Annual de-escalation training is provided at a safety meeting
- Annual training is provided at a safety meeting on the transit worker safety reporting program, including safety concern identification and safety reporting training
- Attendance is a condition of employment and is mandatory for all operators, management, and operational staff. *(Unless stated otherwise in the Collective Bargaining Agreement.)*
 - Failure to attend all meetings will result in disciplinary actions up to and including termination.

Retraining

Elimination of preventable injuries and collisions is the number one goal. A transit worker involved in a preventable injury or collision is placed on administrative leave pending completion of the investigation and completion of any required retraining.

Facilities

All ECCTA maintenance and administration transit workers participate in an employee orientation on the first day of being hired. The Safety Management Policy Statement and transit worker safety reporting program are discussed at orientation. ECCTA maintenance and administration transit workers receive annual training on the Safety Management Policy Statement and ECCTA transit worker safety reporting program at the “Hazard Communication” and “Safety Management System” training classes. At the “Safety Management System” training class, ECCTA maintenance and administration transit workers receive in-depth training on the transit worker safety reporting program, including safety concern identification and reporting training. ECCTA administration transit workers and maintenance transit workers receive annual “De-escalation” training and “Workplace Violence Prevention Plan” training.

ECCTA has a comprehensive health and safety training program in order to accomplish the agency’s safety objectives. The training program is designed to instruct each ECCTA maintenance and administration transit worker regarding general safety procedures, as well as hazards and safety procedures specific to each transit worker’s duty assignment. Training is provided on an annual basis for all permanent ECCTA maintenance and administration transit workers according to the training matrix in **ECCTA’s training program (Appendix)**.

The SMS Executive is trained according to the Public Transportation Safety Certification Training Program (PTSCTP) for the bus track. The curricula include the following Transportation Safety Institute (TSI) courses:

- SMS Awareness (one hour, e-learning)
- Safety Assurance (two hours, e-learning)



- SMS Principles for Transit (20 hours) and
- Transit Safety and Security Program (TSSP)
 - Transit Bus System Safety (36 hours)
 - Fundamentals of Bus Collision Investigation (36 hours)
 - Transit System Security (36 hours)
 - Effectively Managing Transit Emergencies (32 hours)

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

Safety and safety performance information is communicated throughout the organization. Information on the ECCTA and Transdev transit worker safety reporting programs and how to communicate safety concerns is communicated upon hire and during trainings.

Operations

In addition to the required OSHA, state and federal posters in the driver's room, Transdev has four main communication boards featuring different safety information. Safety communication content includes safety-related hazards and safety messaging for the operations department. A binder with monthly SST minutes, which includes follow up information on identified hazards reported through the transit worker safety reporting program and results of SST actions, is located in the safety training office.

- **BeFirst-** The BeFirst safety communication board is regularly updated to reflect the number of collision free days, injury free days, and lost work days. There are two safety topics communicated on the BeFirst board. Safety topics are selected by the corporate safety team.
- **In the Spotlight-** In the Spotlight is used to communicate current operational and safety information. Safety department communication, how to report safety concerns, monthly SST minutes which includes follow up information on identified hazards reported through the transit worker safety reporting program, and the Safety Management Policy Statement are posted on this communication board.
- **Hot Spot-** The Hot Spot board is located near the door to the bus yard and displays road safety tips. Road safety tips are updated as needed to focus on the current safety topic.
- **Health & Wellness Board-** The Health & Wellness Board is updated monthly with nutrition, financial, local, safety, fitness, and topic of the month information. This board communicates the health management program to transit workers.

Transdev has individual motivators in place using individual achievement awards to help affect individual safety improvement through the use of personal recognition awards. Currently established safety awards for Transdev transit workers are:

- **Annual Safe Driver Awards**

In addition, the **employee app** is a peer to peer safety communication tool offering safety tips, best practices, recognition, ideas on "What Works", Safety Happenings, and Safety Pep Rallies.



Facilities

The required OSHA, state and federal posters are placed in the maintenance and administration employee break room. In addition, the maintenance department has safety posters at the computer work station and a communication board that is updated as needed. The administration department has a communication board in the break room that is updated as needed. How to report safety concerns, and the Safety Management Policy Statement are posted on the maintenance and administration communication boards. A binder with monthly SST minutes, which includes follow up information on identified hazards reported through the transit worker safety reporting program and results of SST actions, is located in the administration break room and in maintenance near the Safety Data Sheet binder.

ECCTA holds an annual Safety Awards Luncheon for maintenance and administration transit workers to recognize the importance of safety. One maintenance transit worker and one administration transit worker are selected as the "Safety Employee of the Year".



Record Keeping and Supporting Documentation

Supporting Documentation

Include or reference documentation used to implement and carry out the Public Transportation Agency Safety Plan that are not included elsewhere in this Plan.

The following additional documents are used to implement and carry out the Public Transportation Agency Safety Plan. Transdev acquired First Transit in March 2023 and currently operates ECCTA's location following First Transit policies and procedures.

- *First Transit Public Transportation Agency Safety Plan.* The SMS Executive has a copy of the plan.
- *First Transit Employee Handbook.* The SMS Executive has a copy of the employee handbook.
- *Transdev Employee Handbook.* The SMS Executive has a copy of the employee handbook.
- *First Transit Safety Management System SOP #801 and #801a Mobility Device & Mobility Device Occupant Securement- Bus Operator Evaluation.* This document relates to performance audits and Safety Assurance. The SMS Executive has a copy of the SOP.
- *First Transit Safety Management System SOP #803 Safety Solutions Team.* This document describes the operation of the safety committee. The SMS Executive has a copy of the SOP.
- *First Transit SOP #900 Facility Hazard Recognition Manual.* This document outlines Transdev's Safety Management System Policy. The SMS Executive has a copy of the SOP.
- *First Transit System Safety & Security Plan. Injury & Illness Prevention Program- CA only.* This document assists with hazard identification. The Contract General Manager has a copy of the plan.
- *ECCTA Injury Illness and Prevention Plan in the ECCTA Employee Handbook* assists with hazard identification. The Manager of Administrative Services maintains this document.
- *ECCTA Training Program in the Hazardous Materials Business Plan.* This document outlines the safety training program that is a component of Safety Promotion. The Manager of Administrative Services maintains this document.

ECCTA maintains records related to this Public Transportation Agency Safety Plan for a minimum of three years. These documents include, but are not limited to, the results from the SMS processes and activities. ECCTA will make this documentation available upon request to the FTA or other oversight agencies.



Definitions of Special Terms

Term	Definition
Accountable Executive	A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a transit agency; responsibility for carrying out the transit agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C.5326.
Assault on a Transit Worker	A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
CDC	Centers for Disease Control and Prevention of the United States Department of Health and Human Services.
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Injury	Any harm to persons as a result of an event that requires immediate medical attention away from the scene.
Joint labor-management process	A formal approach to discuss topics affecting transit workers and the public transportation system.
National Public Transportation Agency Safety Plan	The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. chapter 53.
Near-Miss	A narrowly avoided safety event.
Performance Measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Potential Consequence	The effect of a hazard.
Public Transportation Agency Safety Plan	The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.
Safety Assurance	Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Committee	The formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.



Safety Event	An unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Safety Management Policy	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.
Safety Management System (SMS)	The formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systemic procedures, practices and policies for managing hazards and safety risk.
Safety Management System (SMS) Executive	A Chief Safety Officer or an equivalent.
Safety Performance Target	A quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk	The composite of predicted severity and likelihood of a potential consequence of a hazard.
Safety Risk Assessment	The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.
Safety Risk Management	A process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk of their potential consequences.
Safety Risk Mitigation	A method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
Safety set-aside	The allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety-related projects eligible under 49 U.S.C. 5307.
Transit Worker	Any employee, contractor, or volunteer working on behalf of the transit agency.



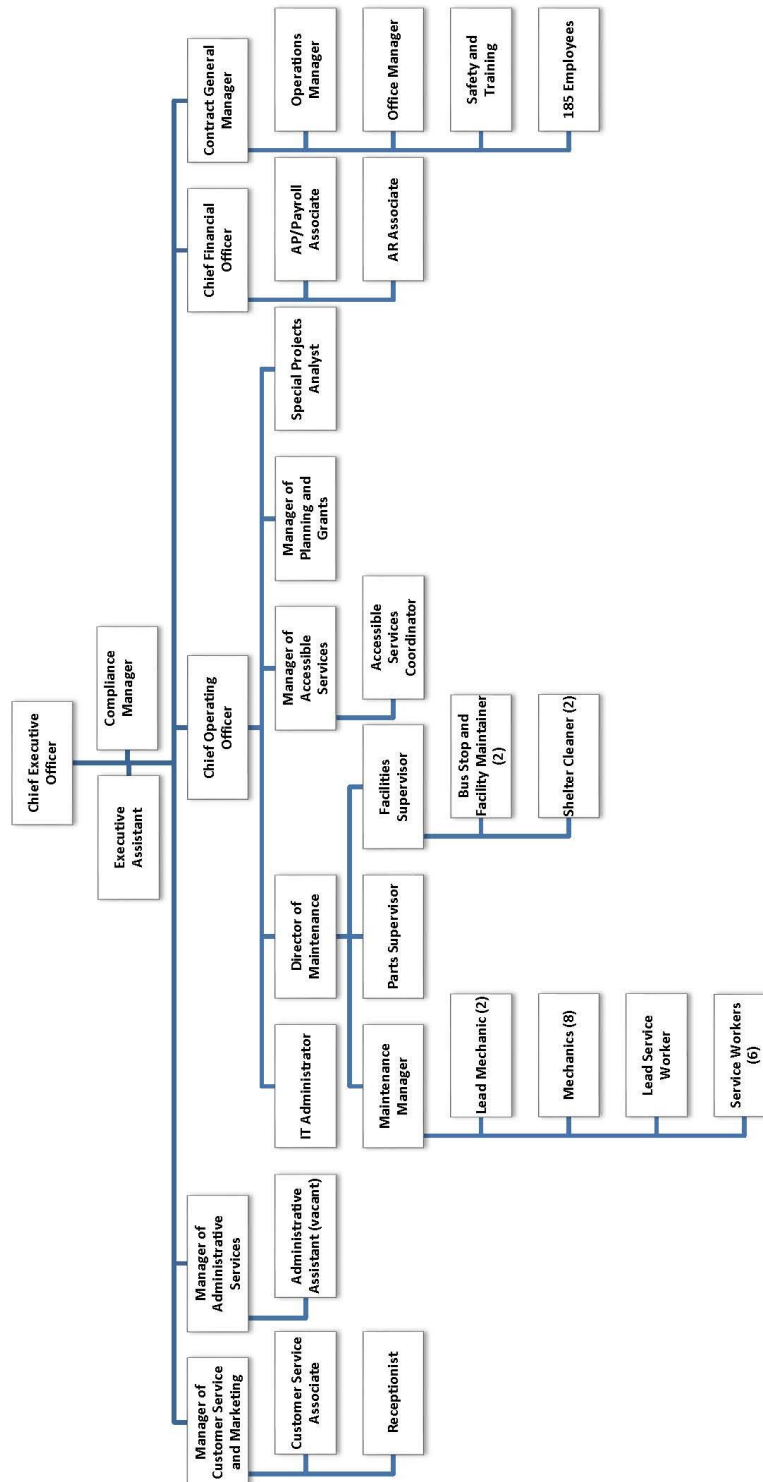
List of Acronyms

Acronym	Word or Phrase
CEO	Chief Executive Officer
COO	Chief Operating Officer
Caltrans	Caltrans Division of Rail and Mass Transit
DUI	Driving Under the Influence
DWI	Driving While Intoxicated
ECCTA	Eastern Contra Costa Transit Authority
FTA	Federal Transit Administration
IIPP	Injury Illness Prevention Plan
MTC	Metropolitan Transportation Commission
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
SMS	Safety Management System
SOP	Standard Operating Procedure
SWPP	Storm Water Prevention Plan
TAM	Transit Asset Management
TSI	Transportation Safety Institute



Organizational Chart

Tri Delta Transit Organizational Chart
Effective 07/2024



Transit Worker Reporting Program

Near Miss and Hazard Reporting

CATEGORY	DEFINITION
Hazard Report	A report of a hazardous condition that has potential to cause injury to people whether within your place of work, on a vehicle or en route.

Please use to report anything that may cause harm in the near future.

Safety Issues	A report on any safety issue that has a specific cause – e.g. maintenance, housekeeping, environment and behaviour.
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Please use to report any safety or security issue that may cause injury or property damage.

Near Miss Report	An incident that could have resulted in an injury within your place of work, on a vehicle or en route.
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Please use to report an event you witnessed where no harm was caused, but there was the potential to cause injury or ill health – a dangerous occurrence.

Near miss and hazard reporting



Date / / Near miss report ☐ Hazard report ☐

Name _____

Location _____

Observation(s) _____

Actions required

Who is to complete the action(s)?

Contractor ☐ Employee ☐ Visitor ☐ Other ☐

Please use the Near Miss and Hazard Reporting slips. If you need more, please see a manager or supervisor.



Think Safe, Act Safe, Be Safe!





Tri Delta Watch

Powered by ELERTS Corp.



Report a Problem



Call Police



Website



Alerts



Settings



More



UNSAFE CONDITIONS REPORT

NAME: <i>OPTIONAL</i>	DATE :
HAS SUPERVISOR BEEN NOTIFIED OF SAFETY CONCERN? YES / NO	
IF YES, PLEASE DETAIL ACTIONS TAKEN:	
SPECIFIC CONCERN/ HAZARD:	HAZARD TYPE – CIRCLE ONE
	<ul style="list-style-type: none">• IMMEDIATE THREAT TO LIFE• POTENTIAL THREAT TO LIFE OR SERIOUS INJURY• ERGONOMIC• MINOR HAZARD-INJURY UNLIKELY
RECOMMENDATION FOR CORRECTION:	

SUBMIT COMPLETED FORM TO THE MANAGER OF ADMINISTRATIVE SERVICES

ACTION TAKEN:

- () Referred to _____ for investigation
- () Action taken _____
- () No action taken. Why? _____

WHITE COPY – MANAGER OF ADMINISTRATIVE SERVICES

Effective 5/2020

YELLOW COPY – EMPLOYEE

Injury and Illness Prevention Plan



SUGGESTION

Instructions: Write your suggestions clearly indicating exactly what is to be done. If you need more space or it is necessary to draw a sketch use the back of this form or attach a sheet of plain paper.

My
Suggestion
Is... _____

My
Suggestion
Will
Accomplish
The
Following... _____

OPTIONAL

NAME _____

DATE SUBMITTED _____

SIGNATURE _____



Systems Hazards Sheet

ID #	<input type="text"/>
Opened Date	<input type="text"/>
Closed Date	<input type="text"/>
Reported By	-- Please Select One --
Risk Description	
<div></div>	
Bus #	-- Please Select One --
Location	
<div></div>	
Current Status	(All)
Likelihood of Occurrence	-- Please Select One --
Risk Severity	-- Please Select One --
Risk Assessment	<input type="text"/>
Risk Impact	
<div></div>	
Risk Area	-- Please Select One --
Notes & Comments	
<div></div>	
Notes & Comments Doc. <input type="button" value="Browse..."/> No file selected. No Document Available	
Manager Assignment	-- Please Select One --
Manager Comments	
<div></div>	
Manager Comment Log	
<div></div>	
<input type="checkbox"/> Manager Review Complete? <input type="checkbox"/> Employee Review Complete?	
Risk Response Strategy	-- Please Select One --
Response Strategy	



**ECCTA/Tri Delta Transit
Employee Training Matrix**

Training	Administration	Maintenance	Timing
Fire Extinguisher	X	X	Annually
Hazard Communication	X	X	Annually
Spill Prevention Countermeasure Control Plan		X	Annually
Storm Water Pollution Prevention Plan		X	Annually
Underground Storage Tank Safety Training – including alarms and leaks		X	Annually
Heat Illness Prevention	X	X	Annually
Bloodborne Pathogens	X	X	Annually
Safety Management System (SMS)	X	X	Annually
De-escalation Training and Workplace Violence Prevention Plan	X	X	Annually
Emergency Evacuation Plan	X	X	Biannually
Sexual Harassment	X	X	Every two years
Drug and Alcohol Program	X	X	Every two years



Attachment C - Key Position Roles

Key Positions Roles and Responsibilities

ECCTA considers it imperative that contractor staff remain abreast of current trends and developments with regards to the ever-changing world of public transit service delivery, and transit vehicle technology. ECCTA strongly encourages the contractor to provide professional development for all positions discussed in this section. Proficiency in computer applications and effective written and oral communication skills are required for all named management positions.

Operations Management Staff Requirements

The current operations include the following key positions; however, the contractor is welcome to propose an alternative structure.

General Manager

The contractor shall designate and provide the services of a full-time General Manager, subject to the approval of ECCTA. The General Manager must have a minimum of five years' experience in transportation operations or a similar industry, including at least three year's supervisory experience with operators or employees of a similar industry. A bachelor's degree in a related field from a four-year college may be substituted for two years of transportation experience and for one year of supervisory experience.

The office of the General Manager shall be physically located at the ECCTA operations facility, and this individual will be expected to remain at the facility or otherwise within the service area, and shall perform no other work, thus solely working on this contract. The principal functions of the General Manager will be to oversee employees of the contractor and monitor operational activities associated with the Scope of Work. The General Manager will regularly advise ECCTA's Chief Operating Officer in advance of times during which the individual will be unavailable due to sickness or vacation. An acting General Manager (generally the Assistant General Manager) will be designated by the contractor during the absence of the General Manager due to sickness or vacation. The General Manager will, through the contractor, be responsible to ECCTA for the safe and reliable provision of fixed route, paratransit, NEMT, and Tri MyRide services referenced in the Scope of Work. The General Manager will be expected to directly supervise the daily activities of all drivers, dispatchers, call takers, supervisors, and subordinate managers as well as oversee the development and implementation of standard operation procedures approved by ECCTA and other personnel necessary to support system operations.

The contractor shall ensure that the General Manager assigned this project will not be replaced without prior written consent of ECCTA. In the event the General Manager becomes unavailable, the contractor shall promptly submit the resume and qualifications of a proposed replacement to ECCTA for review and approval.

Whenever possible, this submission shall occur no later than five working days prior to the General Manager's departure. If advance notice is not possible due to circumstances beyond the contractor's control, the contractor shall submit the replacement candidate's information as soon as practicable.

Upon receipt of the proposed candidate's qualifications, ECCTA shall have up to ten working days to evaluate and respond regarding acceptance. The candidate(s) may be subject to an oral interview conducted by ECCTA before final approval is granted.

If an acceptable replacement is not identified within ten working days following the departure of the incumbent, the contractor shall assign a senior management official or another supervisor-level-employee, subject to approval by ECCTA, to serve as interim General Manager. The contractor shall make all reasonable and good-faith efforts to ensure continuity and quality of services in the selection and assignment of both interim and permanent General Manager. ECCTA retains the right of prior approval for all candidates proposed for either role.

The General Manager shall work cooperatively with ECCTA's Chief Operating Officer to ensure the quality of service delivery. Responsibilities shall include, but not limited to: providing operation data as specified in the Scope of Work; responding to feedback and comments from bus passengers and the general public, and addressing specific requests for assistance from ECCTA as needed. The General Manager is expected to maintain open and responsive communication with ECCTA to support effective oversight and continuous service improvement.

Assistant General Manager

The office of the Assistant General Manager shall be physically located at ECCTA's operations facility. This individual will be expected to remain on-site or within the service area at all times during work hours and shall be assigned exclusively to this Agreement, with no other concurrent duties or assignments. The primary responsibilities of the Assistant General Manager include supporting the General Manager in the oversight of the contractor's personnel and monitoring operational activities in accordance with the Scope of Work. The Assistant General Manager will report directly to the General Manager and shall assume the General Manager's duties during periods of absence due to illness, vacation, or other approved leave.

The contractor shall ensure that the Assistant General Manager assigned this project will not be replaced without prior written consent of ECCTA. In the event the Assistant General Manager becomes unavailable, the contractor shall promptly submit the resume and qualifications of a proposed replacement to ECCTA for review and approval.

Whenever possible, this submission shall occur no later than five working days prior to the Assistant General Manager's departure. If advance notice is not possible due to circumstances beyond the contractor's control, the contractor shall submit the replacement candidate's information as soon as practicable.

Upon receipt of the proposed candidate's qualifications, ECCTA shall have up to ten working days to evaluate and respond regarding acceptance. The candidate(s) may be subject to an oral interview conducted by ECCTA before final approval is granted.

If an acceptable replacement is not identified within ten working days following the departure of the incumbent, the contractor shall assign a senior management official or another supervisor-level-employee, subject to approval by ECCTA, to serve as interim Assistant General Manager. The contractor shall make all reasonable and good-faith efforts to ensure continuity and quality of services in the selection and

assignment of both interim and permanent Assistant General Manager. ECCTA retains the right of prior approval for all candidates proposed for either role.

Safety Manager

The office of the Safety Manager shall be physically located at ECCTA's operations facility and shall be dedicated exclusively to the ECCTA contract. The Safety Manager shall be responsible for the development, implementation, and oversight of standardized training programs aimed at increasing employee awareness of occupational safety standards and practices.

Key responsibilities include:

- Ensuring all new employees receive training in ECCTA's safety policies and procedures;
- Monitoring applicable safety regulations and promptly communicating changes to affected personnel;
- Conducting regular safety audits and inspections;
- Maintaining accurate and complete safety records and documentation;
- Leading investigations of accidents and incidents to identify root causes and implement corrective actions; and
- Fostering a culture of safety through ongoing education, training, and engagement with frontline staff.

The Safety Manager shall play a critical role in supporting ECCTA's commitment to a safe and compliant working environment.

Training Manager

The Training Manager shall be based at ECCTA's operations facility and shall be assigned exclusively to the ECCTA contract. This individual will be responsible for the development, management, and execution of all training functions and compliance measures necessary for the effective and safe operation of the transit system. The Training Manager shall ensure full compliance with all applicable California Highway Patrol (CHP), Occupational Safety and Health Administration (OSHA), and other regulatory requirements.

Key responsibilities include:

- Developing and implementing standardized training programs to promote employee awareness of occupational safety issues;
- Ensuring that all new employees receive comprehensive training in safety policies, hazard identification, and safe work practices;
- Monitoring regulatory changes and promptly communicating relevant updates to the workforce; and
- Ensuring that all training personnel complete Customer Service Training as specified in Attachment D, "Customer Service Training for the Transit Professional."

The Training Manager shall play a critical role in supporting ECCTA's goal of operational excellence, safety, and customer service quality.

Attachment D - Customer Service Training Program

DISPATCH/CALL CENTER/SUPERVISOR PERSONNEL

OBJECTIVE

Design a structured, engaging, and interactive training program to effectively teach essential customer service skills to dispatchers, call center staff, and supervisors. The program should be thought-provoking, easy to retain, and focused on practical techniques that personnel can confidently apply while representing the agency.

The program should incorporate a variety of interactive and reflective learning tools to enhance understanding, retention, and real-world application:

- **Scenario-Based Videos**
Short dramatizations of customer service situations—ranging from ineffective to exemplary—used to prompt analysis, discussion, and critical thinking.
- **Group Exercises & Guided Discussions**
Collaborative activities that encourage participants to explore the impact of customer service on customers, the transit agency, and the broader industry.
- **Interactive Team Simulations**
Realistic, role-based simulations that allow participants to practice communication, problem-solving, and de-escalation in a safe, supportive environment.
- **Multimedia Presentations**
Visually engaging presentations that introduce key concepts, service principles, and practical tools through a blend of audio, video, and graphics.
- **Participant Workbooks**
Comprehensive, easy-to-follow guides that include key takeaways, reflection prompts, and space for notes—designed to serve as a long-term reference resource.

Participants in this program will:

- **Develop Essential Telephone Communication Skills**
Gain foundational knowledge and techniques for speaking clearly, listening actively, and engaging professionally over the phone.
- **Become Proficient with Telephone Equipment**
Learn how to efficiently operate and troubleshoot telephone systems used in daily operations.
- **Understand Verbal and Non-Verbal Communication Cues**
Explore how tone of voice, rate of speech, word choice, and body language influence customer perception and interaction outcomes.
- **Learn Best Practices for Public Service Delivery**
Understand general principles and expectations for providing high-quality service to a diverse public.
- **Explore Strategies to Manage Stress**
Gain practical tips and coping techniques for staying calm and effective in a high-demand work environment.
- **Practice Responding to Difficult or Challenging Situations**
Build confidence in handling escalated calls, dissatisfied customers, and unexpected scenarios with professionalism.

- **Deliver Excellent Internal and External Customer Service**
Understand the importance of serving not only the public but also colleagues and internal stakeholders with respect and responsiveness.
- **Receive an Overview of ECCTA's Customer Service Software**
Familiarize participants with the tools and technology used to log, track, and resolve customer service interactions.

Throughout the program, participants will work toward:

- **Exploring the True Meaning of Customer Service**
Reflect on what customer service represents within a public transit context and how it shapes public perception.
- **Understanding the Importance of Excellent Service in Public Transit**
Examine why consistent, respectful, and helpful service is essential to building trust and maintaining ridership.
- **Identifying with the Transit Customer Experience**
Gain insight into the daily realities, expectations, and emotions of passengers to better connect and serve.
- **Recognizing and Responding to the Needs of Customers with Disabilities**
Learn how to communicate effectively and empathetically with individuals who have physical, cognitive, or mental health challenges.
- **Identifying Common Obstacles Faced by Frontline Personnel**
Understand the challenges operators, dispatchers, and call center representatives encounter when delivering service, and how to overcome them.
- **Evaluating and Improving Customer Service Scenarios**
Analyze real-life or simulated interactions to determine strengths, weaknesses, and opportunities for service improvement.
- **Simulating Effective Customer Service Interactions**
Practice and reinforce successful communication strategies through role-play and team-based scenarios.

Essential Knowledge Areas for Dispatchers

To perform effectively and represent the agency with professionalism, Dispatchers must have a solid understanding of the following key areas:

- **The ECCTA/Contractor Relationship**
Understand the roles, responsibilities, and expectations between ECCTA and its contracted service providers to ensure consistent service delivery and communication.
- **ECCTA as a Community Service Organization**
Recognize the agency's mission, public service role, and community impact, reinforcing the importance of customer-focused service.
- **Service Area and Service Offerings**
Be familiar with the geographic boundaries of ECCTA's operations, as well as the different types of services provided (e.g., fixed route, paratransit, Tri MyRide, etc.).

- **Routes and Schedules**
Maintain up-to-date knowledge of all transit routes, timetables, and scheduling protocols to provide accurate information to customers and support operators effectively.
- **Agency Fare Media**
Understand ECCTA's fare structure, accepted payment methods, passes, and discount programs to accurately assist customers and operators.
- **General Awareness of Local and Regional Transit Options**
Possess a working knowledge of connecting or neighboring transit systems to help guide customers who need to travel beyond ECCTA's service area.
- **Emergency Procedures and Protocols**
Be thoroughly trained in emergency response procedures, including communication protocols, evacuation support, and coordination with first responders, to ensure safety and service continuity during incidents.

Post-Training Customer Service Functions for Call Takers

Upon successful completion of the training program, Call Takers must be able to confidently and accurately perform the following core customer service responsibilities:

- **Refer Customers to ECCTA Information Resources**
Direct customers to appropriate printed materials such as timetables, route maps, brochures, and digital tools to assist with trip planning and general inquiries.
- **Provide Contact Information for Other Transit Agencies**
Offer accurate and up-to-date referral information for local and regional transit providers to support customer connectivity beyond ECCTA's service area.
- **Acknowledge and Forward Customer Complaints**
Professionally receive and document customer concerns, and when appropriate, forward them to ECCTA's Customer Service team to ensure timely review and follow-up by the relevant department manager.

BUS OPERATOR

OBJECTIVE

Design a structured, engaging, and interactive training program that teaches Bus Operators essential customer service skills in a way that is easy to remember and immediately applicable while representing the agency in the field.

The program employs a diverse range of instructional methods to engage participants and reinforce learning, including:

- **Scenario-Based Videos**
Demonstrations of customer service interactions showcasing various levels of effectiveness to spark analysis and discussion.
- **Group Exercises and Discussions**
Collaborative activities designed to deepen understanding of customer service concepts and their impact on customers, the transit agency, and the broader industry.

- **Interactive Team Simulations**
Realistic role-playing exercises that allow participants to practice communication skills and teamwork in a controlled environment.
- **De-escalation Techniques Training**
Practical strategies to manage and defuse challenging or confrontational situations while maintaining professionalism.
- **Multimedia Presentations**
Engaging visual and audio content to introduce key concepts and keep participants actively involved.
- **Participant Workbooks**
Comprehensive guides and reference materials for note-taking, reflection, and ongoing skill reinforcement beyond the training session.

Participants should work towards, (1) exploring the actual meaning of “customer service”, (2) understanding why good customer service is so imperative in public transit, (3) learning to identify with the transit customer and his/her experience, (4) learning the operator’s role in customer service, (5) understanding the needs of customers with disabilities, (6) identifying the obstacles operators face when delivering service, (7) evaluating customer service scenarios to determine how best to improve them, (8) simulating successful customer service situations and (9) learning basic tools and techniques to be used out on the streets.

Throughout the program, participants will work toward:

- **Exploring the True Meaning of “Customer Service”**
Developing a clear understanding of what customer service entails in the transit environment.
- **Recognizing the Importance of Excellent Customer Service in Public Transit**
Understanding why delivering high-quality service is critical to the agency’s success and public perception.
- **Identifying with the Transit Customer’s Experience**
Gaining empathy by considering the challenges and expectations faced by riders.
- **Understanding the Bus Operator’s Role in Customer Service**
Clarifying how operators directly influence customer satisfaction and agency reputation.
- **Learning to Address the Needs of Customers with Disabilities**
Acquiring knowledge and sensitivity to effectively assist riders with physical and cognitive disabilities.
- **Identifying Common Obstacles Operators Encounter in Service Delivery**
Recognizing barriers that can affect service quality and strategies to overcome them.
- **Evaluating Customer Service Scenarios for Improvement**
Analyzing real or simulated interactions to identify best practices and areas for growth.
- **Simulating Successful Customer Service Interactions**
Practicing effective communication and problem-solving through role-play and teamwork.
- **Mastering Basic Tools and Techniques for On-the-Street Application**
Learning practical strategies that can be immediately used to enhance service during daily operations.

Upon completion of the training, Bus Operators must be able to:

- **Communicate Positively and Solve Problems Effectively**
Use clear, outcome-focused communication to address customer concerns and resolve issues efficiently.
- **Understand and Apply ECCTA Policies with Sound Judgment**
Follow agency policies consistently while exercising discretion when exceptions are necessary.
- **Manage Operational Challenges**
Navigate time pressures and other on-the-road realities without compromising service quality or safety.
- **Establish Professional Boundaries with Customers**
Maintain respectful and appropriate interactions to foster a safe and positive environment.
- **Prevent and De-escalate Emotional Escalation and Unsafe Behavior**
Recognize signs of conflict and use de-escalation techniques to maintain calm and safety.
- **Know When and How to Seek Assistance**
Identify situations requiring support and effectively communicate with dispatchers or supervisors.
- **Interact Positively with Supervisors and Co-workers**
Demonstrate maturity, respect, and teamwork in all workplace interactions.
- **Understand the Impact of Verbal and Non-Verbal Communication**
Be aware of how tone, speech rate, and body language influence customer perceptions.
- **Follow General Guidelines for Providing Public Service**
Apply fundamental principles of excellent customer service consistently.
- **Implement Stress Reduction Techniques**
Utilize strategies to manage stress and maintain composure in a demanding role.

TRAINING INSTRUCTOR

OBJECTIVE

Design a structured, engaging, and interactive training program that enables instructors to effectively teach basic customer service skills to bus operators, equipping them with practical tools they can confidently apply in the field while representing the agency.

The training program employs a diverse range of instructional methods to maximize engagement and retention, including:

- **Scenario-Based Videos**
Demonstrations of customer service interactions with varying levels of effectiveness to encourage critical analysis and discussion.
- **Group Exercises and Discussions**
Collaborative activities designed to deepen understanding of customer service concepts and explore their impact on customers, the transit agency, and the broader industry.
- **Interactive Team Simulations**
Role-playing exercises that allow participants to practice real-life customer service situations in a supportive environment.

- **Multimedia Presentations**
Visually engaging content that introduces key topics and reinforces learning through audio-visual elements.
- **Participant Workbooks**
Comprehensive guides providing key takeaways, reflection prompts, and space for notes to support ongoing learning and future reference.

Throughout the program, participants will work toward:

- **Exploring the True Meaning of “Customer Service”**
Developing a clear understanding of what excellent customer service entails.
- **Recognizing the Importance of Quality Customer Service in Public Transit**
Understanding why delivering great service is vital to both customers and the agency.
- **Identifying with the Transit Customer’s Experience**
Gaining empathy by considering the perspectives and challenges faced by riders.
- **Understanding the Operator’s Role in Customer Service**
Clarifying how operators contribute directly to positive customer experiences.
- **Learning to Address the Needs of Customers with Disabilities**
Acquiring awareness and skills to assist passengers with physical, cognitive, or sensory disabilities effectively.
- **Identifying Common Obstacles Operators Face**
Recognizing challenges in service delivery and exploring strategies to overcome them.
- **Evaluating Customer Service Scenarios**
Analyzing situations to identify opportunities for improvement.
- **Simulating Successful Customer Service Interactions**
Practicing effective communication and problem-solving through role-play.
- **Learning Practical Tools and Techniques for Field Use**
Mastering simple, actionable strategies to apply on the streets while representing the agency.

Training Instructors must possess a comprehensive understanding of the following areas to effectively deliver instruction:

- **ECCTA/Contractor Relationship**
Clear knowledge of the roles and responsibilities between ECCTA and its contractors to ensure consistent messaging and coordination.
- **ECCTA as a Community Service Organization**
An appreciation of the agency’s mission, values, and its role in serving the community.
- **Service Area and Offerings**
Familiarity with the geographic coverage and the range of transit services provided by ECCTA.
- **Routes and Schedules**
Working knowledge of key routes and schedules to contextualize training and address operational realities.
- **Agency Fare Media**
Understanding of fare structures, passes, and payment options available to customers.

- **Local and Regional Transit Service Awareness**
General awareness of connecting transit services in the surrounding area to provide comprehensive customer assistance.
- **Emergency Procedures**
Proficiency in agency protocols for emergencies to ensure safety and preparedness.

Upon completion of the training period, Training Instructor(s) must be able to:

- **Teach the Basic Principles of Excellent Customer Service and Interpersonal Communication**
Effectively convey foundational concepts that promote positive interactions and service excellence.
- **Employ Diverse Teaching Techniques to Foster Positive Communication and Problem-Solving**
Use a range of methods to help participants develop outcome-focused communication skills.
- **Explain the Importance of Adhering to Policies and Applying Sound Judgment for Exceptions**
Clearly communicate policy rationale and guide participants on decision-making within established frameworks.
- **Instruct on Managing Operational Challenges such as Time Pressures**
Equip participants with strategies to balance service quality and efficiency under demanding conditions.
- **Teach the Importance of Establishing Professional Boundaries with Customers**
Emphasize boundaries as a key component of safety and respectful service delivery.
- **Train Participants to Prevent and De-escalate Emotional Escalations and Unsafe Behavior**
Provide practical tools for recognizing and managing conflict effectively.
- **Explain When and How to Seek Assistance**
Ensure participants understand the protocols for escalating issues to supervisors or support personnel.

Attachment E - Operator Training Requirements

Before Bus Operators begin revenue service, comprehensive training must be provided to each individual. This training shall be conducted by a certified Operator Trainer to ensure consistency and quality.

All Bus Operators must meet the minimum qualifications outlined below. Completion of each required training step must be verified and documented by the Training Supervisor to maintain compliance and track progress.

Certified Operator Trainer

Certified Operator Trainer must have either a State of California Department of Education Instructor's Certificate or a Department of Transportation Instructor's Certificate.

Operator's Licenses

Operators must have at least a California Department of Motor Vehicles Class B license with passenger endorsements current medical certificate (DL-51) and hold a current Verification of Transit Training (VTT) certificate.

Pull Notice Program

All persons operating ECCTA equipment shall be in the DMV Pull Notice Program. Any "Notice of Action" on an Operator's record shall be reviewed by the Certified Operator Trainer. Review of operators' commercial license records is mandatory.

New Bus Operator/Operator Training For Commercial Class B License

Bus Operators without prior transit coach driving experience must complete a training program that enables them to qualify for a Class B Commercial Driver's License and obtain training verification.

The New Bus Operators training program shall incorporate all applicable requirements from the State of California, California Highway Patrol, Department of Motor Vehicles, and Department of Transportation.

No prospective or current employee of the contractor who tests positive on the drug/alcohol screening shall be assigned to ECCTA bus service.

Training for Existing Class B Certified Operator/Operators

Operators holding a valid Class B CDL with a minimum of three months' experience with transit coaches must complete at least 16 hours of behind-the-wheel training focused on the specific vehicles used across all ECCTA services. Operators without at least three months' transit coach experience are required to complete a minimum of 40 hours of behind-the-wheel training on the specific vehicles operated by ECCTA. All required training hours shall be in conducted during non-revenue service.

Supplemental Training for All Operators

- All Operators, regardless of prior experience, must receive route-specific training, which includes a minimum of eight hours of hands-on driving for each assigned route.

- A minimum of four hours of classroom instruction must be provided covering vehicle code, radio procedures, accident procedures, operator vehicle and schedule assignments, and employee rules and regulations.
- A minimum of four hours of classroom instruction must be provided covering fares, farebox pass sales, transfer use and procedures, Clipper card use, regional transit information and other pertinent customer operating procedures. Through this training, Operators shall develop a strong working knowledge of the regional public transit system. Additionally, Operators shall be informed on an ongoing basis of transit service changes.
- A minimum of four hours of classroom instruction must be provided covering customer courtesy, safety procedures, techniques for handling customer complaints, managing Operator-passenger confrontations, and sensitivity training.
- A one hour plus orientation must be provided to cover ECCTA policies and operating performance requirements, including competed trips, on-time performance, and liquidated damages/performance bonuses.
- All Operators must complete and pass a minimum eight-hour National Safety Council Defensive Driving Courses or an equivalent program.
- All Operators should participate in enhanced skills training beyond DMV requirements to address common challenges encountered throughout the ECCTA service area, with a focus on preventing fixed-object collisions. Senior Operators are expected to undergo retraining whenever new material is developed by the Safety Department.
- An additional eight hours of training shall be devoted to the operations of lift equipment and the sensitive, courteous treatment of persons with disabilities. The training will cover the proper use of lifts and securements, hands-on experience assisting individuals in wheelchairs during boarding and alighting under various conditions, and empathy training to help operators better understand the unique challenges and needs faced by passengers with disabilities. Please note that this training is mandatory for all Operators, including both fixed route and demand response.
- Red Cross First Aid Training must be completed within fifteen (15) days of the Operator's start date.

Uniforms/Appearance

Uniforms must be worn at all times while on duty, in accordance with the guidelines outlined in the Collective Bargaining Agreement. The contractor shall provide and maintain clean, identical uniforms for all Operators and enforce dress and appearance requirements, which are subject to ECCTA's approval.

Operator Rules

- While in uniform, an Operator will not purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug.
- An Operator will be responsible for keeping the vehicle clean and sanitary during their shift.
- Operators are responsible for immediately reporting any defects their assigned vehicle may have to the supervisor.
- Operators must conduct themselves and operate their assigned run in a safe and courteous manner at all times.
- Operators may use vehicles only in accordance with their assigned duties.

- Operators are responsible for displaying proper destination signs while in service.
- Operators providing service must travel over the prescribed routes and must maintain time schedules. If it becomes necessary to go off route, the employee will first immediately notify their supervisor via radio or phone to receive directions. No run will be cut short.
- Operators will report to the dispatchers any unusual occurrence observed on the road and any vandalism or damage to ECCTA property.
- Operators shall not accept gratuities.
- Operators may not use personal electronic devices while their vehicle is in service or in motion.
- Operators may not eat or drink while operating their vehicle. Beverages must be in an approved container.

In-Service Training

- Operators should receive at least one hour of pure safety training each month by a certified trainer. The contractor should be prepared to submit to ECCTA safety meeting topics and attendance lists.
- The contractor's Trainer shall conduct a minimum one-hour evaluation check ride with each Bus Operator at least once every three months. In addition to these scheduled evaluations, random follow-up checks should be conducted for all Operators. ECCTA must be provided with certification verifying that all ride checks have been completed.
- The contractor shall conduct a one-hour refresher training in proper use of wheelchair lift procedures and use of all wheelchair securement devices with each Bus Operator at least once every six months. All Operators should receive refresher sensitivity training annually. These are minimum training goals.
- Operators shall receive regular refresher presentations on emergency procedures and preparedness to ensure they are equipped to respond effectively in the event of a major disaster.
- Bus operators are required to receive regular updates from ECCTA's Customer Service team. These updates, ideally delivered during the monthly Safety Meetings, should cover essential topics such as new or revised fare media, public outreach initiatives, customer service enhancements, and any other relevant information.

Safety

Operators shall conduct themselves with the highest regard for passenger safety and comfort, including but not limited to:

- Yield even though they may have the right-of-way.
- Follow National Safety Council Defensive Driving Course practices.
- All information regarding any system accident is confidential. Employees will only speak to police or supervisory personnel regarding any such accident.
- Operators shall report unsafe conditions to the dispatcher or supervisor for immediate attention
- Operators should also report all safety hazards with an incident report and provide it to Dispatch or their Supervisor

Intelligent Transportation Systems Training Requirement

ECCTA owns and operates several technology systems designed to deliver excellent customer service information to patrons and support staff in daily system management. Operators play a vital role in this process, and the contractor shall ensure that all Operators receive comprehensive training on all current—and future—technology in use. These systems have been detailed in earlier sections of this solicitation.

The contractor is responsible for conducting mandatory retraining for Operators whenever deficiencies in technology use are identified. Additionally, periodic refresher training classes must be provided to support Operators who may not use the technology regularly.

Physical Examinations

The contractor shall provide medical examinations for its Operators at the contractor's expense, conducted at a certified medical facility. No Operator shall be permitted to operate a vehicle under this Agreement without successfully passing the required medical examination. These examinations must satisfy the medical standards necessary to qualify for a Class B commercial driver's license issued by the California Department of Motor Vehicles (DMV).

Operators must carry a valid Class B license and a current medical card (DL-51) while operating a vehicle, and the corresponding medical form must be on file with the DMV.

Additional Requirements

- ECCTA reserves the right to revise operating procedures, fare policies, and employee rules and regulations based on specific incidents or general policy development. When necessary, ECCTA may seek input from the contractor to make changes to the operating procedures and rules outlined in this Agreement.
- The contractor shall provide ECCTA with a list of Operators who have completed the required training program for all ECCTA routes. This list shall be updated at least monthly and whenever additional Operators complete training.
- ECCTA reserves the right to request replacement of specific Operator(s) for failure to comply with Operator Rules or for other reasonable cause. Such requests for dismissal will only be made after the contractor has received verbal and/or written warnings from the ECCTA Chief Operating Officer or an authorized designee.

Attachment F - Press and Digital Media Representation Guidelines

The contractor is prohibited from representing or publicizing itself on behalf of ECCTA or utilizing the Tri Delta Transit/Tri MyRide brand in any media and public forums. This restriction includes, but not limited to, radio, television, newspaper, publications, public appearance, and distribution through both traditional and digital channels, unless prior written approval is obtained from ECCTA. All media inquiries should be promptly directed to ECCTA Manager of Marketing and Customer Service. Additionally, the Chief Operating Officer must be immediately informed of such inquiries.

Contractors are prohibited from discussing with the media any confidential or sensitive information, such as company strategy, pricing and revenue results, agency financial information, vendor quotes, data, or any other similar information.

The contractor is not authorized to post content on behalf of ECCTA across any contractor-managed digital channels, including but not limited to social media platforms, blogs and wikis. The contractor shall not use ECCTA's logo, branding, or imagery in any manner that creates the impression that they are acting as an authorized representative of the ECCTA. Additionally, the contractor may not directly link to or affiliate itself with ECCTA digital platforms unless expressly authorized in writing.

Contractor employees who post content about ECCTA on social media in a personal or individual capacity must clearly state that the opinions expressed are their own and do not reflect the positions, policies, views, or opinions of ECCTA. Adverse action may be taken against employees who make posts or comments that are racial, defamatory, bullying, threatening, harassing or otherwise offensive, especially if such content is associated with any representation of ECCTA.

ECCTA reserves sole discretion to review and remove any social media content and/or take appropriate action if it determines that the content violates the Agreement, applicable laws, or ECCTA policies or procedures. ECCTA may investigate any potential violations on a case-by-case basis to determine the appropriate course of action.

Nothing in this policy shall be interpreted to prohibit or infringe upon any speech or expression protected under law.

Attachment G - ECCTA Customer Service Program

INTRODUCTION

Good customer relations are key to the future success of the ECCTA system. Our customers include, but are not limited to, passengers, motorists, co-workers and other members of the public with whom we come into contact.

Good customer relations are important for several reasons. Good customer relations:

1. Encourages customers to continue to use our services, which results in increased ridership and revenue;
2. Creates a favorable impression of the system and its employees;
3. Builds community support for public transportation; and
4. Reduces employee stress by applying strategies that assist in handling challenging situations with greater ease

The ECCTA Customer Service Program does not advocate that the customer is always right. Occasionally customers may engage in provocative or undesirable behavior, but the professional ECCTA/Contractor employee consistently responds in a skilled and thoughtful manner to avoid making a bad situation worse.

The ECCTA Customer Service Program, therefore, establishes a standard for customer relations for any employee representing the ECCTA system and includes both frontline contractor staff (bus operators, customer service representatives, road supervisors) and other ECCTA/Contractor administrative support personnel. The policy provides working definitions of the Professional ECCTA Employee, a Preventable Customer Service Incident, and a Severe Customer Service Violation.

Moreover, the program provides guidelines to help employees deliver a high quality product to customers in a consistent, courteous and professional manner, which honors the customer/service provider relationship and creates goodwill for the system.

Department Managers shall counsel employees who choose to engage in behavior that does not comply with the ECCTA Customer Service Program.

THE PROFESSIONAL ECCTA EMPLOYEE

ECCTA employees are Professionals who:

1. Make eye contact and speak courteously with customers (respectful language and tone of voice);
2. Display appropriate body language at all times;
3. Politely answer customer questions and keep passengers informed;
4. Politely enforce Authority policies;
5. Give customers the benefit of the doubt when appropriate.

For Bus Operators this definition includes:

1. Making eye contact, smiling and greeting each passenger as they board the bus;
2. Displaying appropriate body language at all times;
3. Speaking courteously and professionally to all customers;
4. Politely, and correctly answering all customer questions, even if this requires that you seek assistance from a supervisor or dispatcher;
5. Waiting for customers attempting to catch a bus, especially from a late-arriving BART or Amtrak

- train;
- 6. Politely enforcing Authority policies with emphasis on the positive aspects of each policy;
- 7. Operating all vehicles in a safe manner that respects the rights of other motorists and pedestrians;
and
- 8. Giving all customers the benefit of doubt when appropriate.

PREVENTABLE CUSTOMER RELATIONS INCIDENT

A Customer Relations Incident may be deemed Preventable if any employee representing the ECCTA system fails to act in a reasonably expected manner to prevent it. In judging whether the employee's actions were reasonable, one seeks to determine whether the employee acted professionally and exercised patience, forbearance, and self-control under all conditions. The judgment of what is reasonable is based on this adopted definition, thus establishing a goal for the customer relations program.

This definition focuses on the actions of the employee. It is the commonly used definition in evaluating employee performance.

The concept of a Preventable Customer Relations Incident is a management tool which achieves the following goals:

1. It helps establish a customer relations standard for any employee representing the ECCTA system;
2. It provides a criterion for evaluating individual employees;
3. It provides an objective for incident investigations and evaluations;
4. It provides a means for evaluating the performance of individual employees;
5. It provides a means for monitoring the effectiveness of any customer service program;
6. It assists in dealing with employee infractions;
7. It assists in the implementation of employee recognition programs.

SEVERE CUSTOMER RELATIONS VIOLATION

A customer relations violation may be deemed severe if any employee representing the ECCTA system directs threats, profanity, derogatory, abusive, or embarrassing comments towards a customer, regardless of the customer's behavior. ECCTA reserves the right to restrict any individual from operating ECCTA-owned property.

Attachment H - Existing Contract Terms

The existing twelve-month contract beginning July 1, 2025, and ending June 30, 2026, has the following terms:

Fixed rate per revenue vehicle hour	\$64.86
Annual management fee	\$3,866,111

Attachment I - Teamsters Union Contract

COLLECTIVE BARGAINING AGREEMENT

Between

FIRST TRANSIT
Antioch, California



AND

TEAMSTERS LOCAL 315
Martinez, California



July 15, 2022 to July 14, 2025

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AGREEMENT

This Agreement entered into by and between First Transit, Antioch, California operation located at 801 Wilbur Avenue, Antioch, California, hereinafter referred to as "Company" and Teamsters Local No. 315, International Brotherhood of Teamsters, hereinafter referred to as "Union."

ARTICLE 1 - RECOGNITION

Section 1: The Company recognizes the Union as the sole and exclusive bargaining agent representative for its bus operators that perform work consistent with its client contract.

Whenever used in this Agreement, the term "employees" shall mean all non-probationary regular, full-time and regular part-time Drivers employed by the Company, but excluding all other administrative, clerical, reservations and dispatch employees, guards and supervisors as defined under the National Labor Relations Act, as certified by the National Relations Board in Case No. 32-RC-4810, on October 20, 2000.

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

Section 2: This Agreement shall be binding upon the Employer herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any merger, transfer, assignment, or any other disposition of the Employer herein, or by any change geographical or otherwise, in the location of the Employer herein. The Employer agrees that it will not conclude any of the above-described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full terms hereof regardless of any change of any kind in management, location, form of business organization or ownership.

ARTICLE 2 - DEFINITION OF EMPLOYEES

Section 1 - Probationary Employees:

Effective with the ratification of the Agreement, all new employees who have never accrued seniority under this Agreement, or an employee rehired after termination, shall be in "probationary" status until he/she has completed ninety (90) calendar days. Employees who are serving their probationary period shall not have access to the grievance procedure and may be disciplined or discharged at the sole discretion of the Company.

Section 2 – Regular and Full-time Employees:

The classification of employees is defined herein as follows:

a. A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.

b. A regular part-time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a workweek. From time to time, regular part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet service demands or unusual situations. If a part-time employee regularly works an average of at least thirty-five (35) hours or more per workweek for one-hundred-twenty (120) consecutive calendar days or one bid period whichever is less, he should be reclassified into a full-time position when a full-time position becomes available in accordance with their

seniority. The one-hundred-twenty (120) consecutive calendar days or one bid period will be counted toward meeting waiting period requirements for all full-time benefits provided for in this Agreement.

ARTICLE 3 - COOPERATIVE EFFORTS

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

It is recognized that the Company and its employees are obligated to perform essential public services and that these services must be continuously performed in a courteous, on-time, competent, efficient and safe manner. This Agreement has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, the promotion of economical transportation services, and the settlement of all disputes.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1: The rights, powers and authority retained solely and exclusively by the Company and not amended by this Agreement include, but are not limited to the following: to manage, direct and maintain the efficiency of its business and personnel; to manage and control or eliminate jobs and operations in whole or in part with required legal notice; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, suspend discharge and maintain the discipline and efficiency of its employees; to establish operating standards, schedules of operation and work load; to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work with due notice to the employees and the Union, make reasonable work rules and rules of conduct, appearance and safety and penalties for violations thereof, and amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes and means and places of providing services; to adapt, install or operate new equipment or operations; to determine the location and relocation of operations and to effect technological changes. Nothing contained in this Agreement is intended or shall be construed as a waiver of any of the usual inherent and fundamental rights of management.

The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with the wages, hours, terms and conditions of this Collective Bargaining Agreement. In the event the Union determines that management, in the exercise of any of its management functions has violated its obligations under the Agreement, the Union shall have recourse to the grievance procedure.

Section 2 - Client Contract:

The relevant provisions of a revenue contract between the Company and its customers under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement.

ARTICLE 5 - SEPARABILITY

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

ARTICLE 6 - FULL NEGOTIATIONS AND COMPLETE AGREEMENT

Section 1 - Full Negotiations & Complete Agreement:

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

Section 2 - Waiver of Bargaining During Term:

It is agreed by both parties hereto that all previous contracts between the Company and the Union, written or verbal, are hereby canceled and that this contract is the only contract in existence between the parties hereto. No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document by the parties hereto

ARTICLE 7 - REPRESENTATION

Section 1 - Union Stewards:

Recognition of Stewards: From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize not more than five (5) Union Stewards. The Company shall not be required to recognize any employee as a Union Steward unless the Union has informed the Company, in writing, of the employee's name.

Compensation of Union Stewards While Engaged in Union Activity: The Union Stewards shall not be compensated by the Company for their duties as the Union Stewards.

Section 2 - Distribution of Union Literature:

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

Section 3 - Union Business Leave:

An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 12 - Seniority of this Agreement.

Section 4 - Union Visitation:

Authorized agents of the Union shall have access to the Company's fixed facilities during working hours provided they notify the Company consistent with existing procedures.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

Section 1 - No Strike or Lockout:

The Union agrees that there shall be no strike, slowdowns, work stoppages or other activity that tends to disrupt a normal operation during the term of this Agreement. The Company agrees that there shall be no lockout during the term of this Agreement. It is further understood and agreed that the Company shall have the right to discipline up to and including discharge any employee encouraging or participating in any unauthorized strike, slowdown, walkout, or any other stoppage of work.

Section 2 - Pickets:

The Company recognizes that an individual may elect not to enter upon a non-client property involved in a primary labor dispute which has been sanctioned by the Union, it being understood that services will continue to be provided that are covered by the Americans with Disabilities Act.

Section 3 - Liability:

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

ARTICLE 9 - NON-DISCRIMINATION

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

ARTICLE 10 - GRIEVANCE AND ARBITRATION

Section 1 - Grievance Procedure:

In the event a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any Sections of this Agreement, or discharge or suspension, the matters in dispute will follow the following Grievance Procedure. Only an employee covered by this Agreement or the Union may file a grievance under this Agreement, and such grievance shall be processed as follows:

1. **STEP ONE:** An aggrieved employee shall first attempt to resolve the matters in dispute with a Shop Steward and/or Business Agent and the Assistant General Manager or his/her designee. The aggrieved employee shall bring the issue to the attention of the Assistant General Manager, no later than fifteen (15) calendar days immediately following the date the grievance, claim or dispute occurred or the employee reasonably should have known of the occurrence. The employee must explain and specify the nature of the complaint at this meeting. The employee may elect to discuss the dispute without the presence of a Union steward or official at this stage. If the dispute is unclear in this initial meeting the company may request written documentation of the dispute.

If the issue is not satisfactorily resolved within ten (10) business days of the initial meeting, the matter in dispute shall be set forth in writing by the Employee and/or the Union on a Grievance Form and served upon the Company. The Union steward/official shall request a Step 2 meeting of the grievance to the General Manager or his/her designee.

2. **STEP TWO:** After the Union's submission of the grievance and request for a hearing, the Company and the Union shall agree to and schedule a Step 2 grievance hearing for a date that is mutually agreeable to both parties. The Company shall provide a Step 2 response to the grievance within five (5) business days of the parties' meeting. Any agreement settling the grievance in the Grievance Procedure shall be reduced to writing and signed by the parties.
3. **STEP THREE:** Either party may request the Board of Adjustments phase. If the Union is unsatisfied with the Company's response, the Union may request to move the grievance to the Board of Adjustments within ten (10) business days of the Company's unsatisfactory response. Likewise, the Company may request a Board of Adjustments if the matter is not satisfactorily settled by the Union's response. The Board of Adjustments is intended to reach an ultimate resolution of the grievance in lieu of arbitration. Upon request by either party, the Adjustment Board phase may be waived and the parties will proceed directly to arbitration.

The Board of Adjustments will operate as follows:

The Board of Adjustments consists of two (2) members appointed by the Company and two (2) members appointed by the Union. The Board of Adjustment shall hear the case within ten (10) business days after a request for a Board of Adjustments has been made, unless the parties mutually agree to an extension. A request for an extension will not be unreasonably denied. No person may serve on the Board of Adjustment who is employed by or is in any official capacity with the Union (Local 315) or Company (First Transit Antioch, CA. location). The Board of Adjustment shall hear the case and render its award the same day as the hearing, by a majority vote of its members. If a case is deadlocked by a tie vote, the grieving party may proceed directly to arbitration by filing written notice with the other party within ten (10) calendar days. A majority decision of the Board of Adjustment shall be final and binding. Upon request by either party, the Adjustment Board phase may be waived and the parties will proceed directly to arbitration.

GRIEVANCE ARBITRATION:

In the event the parties cannot agree to a settlement of a dispute regarding the interpretation or enforcement of any of the Sections of this Agreement by way of the grievance procedure, or either party has waived the Board of Adjustment phase after Steps 1 and 2, a demand for arbitration must be filed with the opposing party in writing no later than ten (10) business days after the Board of Adjustment's decision or the date the Board of Adjustments phase was waived.

Section 2 – Arbitration:

- A. Selection of Arbitrator: After a timely demand for arbitration is served on the opposing party, the dispute shall be submitted to a mutually acceptable arbitrator or a selection from a Federal Mediation and Conciliation Service (FMCS) panel of arbitrators. The Business Agent of the Union or his designated representative and a representative of the Company shall request a list of seven (7) arbitrators from the FMCS, from which the arbitrator will be selected by alternatively striking names, the Union having the first strike, until one remains.
- B. Scope: Unless it is mutually agreed otherwise, each grievance which is subject to arbitration shall be handled as a separate case, except that grievances arising out of an identical set of facts or the same incident or matters which involve more than one person may be heard jointly.
- C. Limitations and Arbitrator: The arbitrator selected shall have no power or authority to amend or modify this Agreement, but shall be limited to deciding whether or not a violation of its expressed terms has been committed. The arbitrator shall have no power or jurisdiction to base his award on any alleged practice or oral understanding not incorporated in writing as part of this Agreement. The arbitrator shall have no power to establish wage costs, rates for new jobs, or to change any wage. The arbitrator shall have no power to substitute his discretion for that of the Company in cases where the Company has retained discretion or the right to act under this Agreement.
- D. Arbitrator's Decision: The arbitrator shall be bound by the facts and evidence submitted to him in the hearing and may not go beyond the terms of this Agreement in rendering his decision. No such decision may include or deal with any issue not directly involved in the grievance submitted to him or with any matter which is not expressly made subject to arbitration under the terms of this Agreement. The decision of the Arbitrator shall be in writing and such decision shall be final and binding upon the parties when rendered upon a matter within the authority of the arbitrator as provided in this Agreement, and shall be void insofar as the decision exceeds the authority of the arbitrator or passes upon matters not expressly made subject to arbitration under the terms of this Agreement.
- E. Reinstatement: Should it be determined that an employee, other than a probationary employee, was disciplined or discharged without just cause, the arbitrator's award shall determine whether he/she shall be restored to his/her former status and whether such restoration shall include back pay, provided that the Company shall have the right to credit against any back pay awarded any earnings, compensation, or remuneration received by the employee from any source whatsoever including unemployment compensation and worker's compensation payments during the period involved.
- F. Fees: The fees and expenses of the arbitrator and the arbitration hearing room shall be borne by the losing party. Each party shall bear its own expense in presenting its case to the arbitrator, in providing witnesses and in securing any desired copy of the hearing transcript.
- G. Processing Time: Time spent by an aggrieved employee or employees in filing, processing, investigating, in meetings with the Company or in arbitration hearings regarding grievances will be on a no-pay basis. All grievances, including investigations, meetings, with the Company or arbitration hearings will be handled other than during working time unless the Company agrees that such grievances, meeting or hearings be handled at a time during normal working time.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 1: The Company shall not discharge or suspend any non-probationary employee without just cause, but in respect to discharge or suspension, progressive discipline will be followed except that employees may be discharged or suspended immediately for dishonesty; giving false information during an investigation; violation of the Company Drug and Alcohol policy; showing up for work under the influence of alcohol or drugs; drinking on the job; use or trafficking of illegal drugs; gross negligence resulting in an accident while on duty; conviction of a felony, gross insubordination; assault on Company premises and/or while on duty; verbal or physical assault of passengers or employees; carrying; displaying or using weapons while on duty; proven theft, fraud; embezzlement; allowing an unauthorized person to drive a Company vehicle,; or allowing unauthorized riders on Company vehicles; violation of harassment policy; failure to follow policies or procedures resulting in passenger injury; using electronic device (i.e., cell phone, blue tooth etc.) while operating a company vehicle; failure to immediately report an accident/incident as reference in National Employee Handbook; misconduct.

Section 2: Discharge or suspension must be by written notice, delivered via certified mail, or email stating the reason to the employee and the Union and issued at such time of discharge or suspension. The notice will be issued within ten (10) days of the event leading to the discipline subject to mitigating circumstances.

Section 3: The warning and/or suspension letter, as herein provided, shall not remain in effect for a period of more than twelve (12) months.

Section 4: When a video recording or other technology is reviewed by the Company for disciplinary purposes, the Union may review the recording with the employee at the employee's request during the investigation process, provided the employee and the Union make themselves available for such review within three (3) business days from the date the employee is notified by the Company that such a review is necessary.

Section 5: In the Event an employee is sent home pending investigation, the employee shall be paid at their normal rate of pay for his average daily hours worked in the preceding two weeks prior to the investigation, or their normally scheduled hours whichever is greater. However, if the investigation reveals that the employee violated company policy warranting an unpaid suspension or termination, the employee will not be paid.

Note: However, this does not apply in cases where employees are placed on administrative leave without pay due to being charged with a crime/dui.

Section 6: Progressive Discipline shall be as followed for all incidents that do not meet just cause of Article 11 Section 1 as listed in the National Employee Handbook, Section 9 C, Class 3 Infractions and 9 D, Class 4 Infractions.

1 st violation	Verbal Warning
2 nd Violation	Written Warning
3 rd Violation	3 Day Suspension
4 th Violation	Termination

ARTICLE 12 — SENIORITY

Section 1 - Seniority Defined:

Except as specified in Article 13, Section 4 (a) and (b) seniority shall mean the length of time an employee has been employed by the Company, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding, runs, assignments, or time off as provided for in this Agreement. If two or more employees are hired on the same day, their respective positions on the seniority list shall be determined by their date of application, with the employee applying first being considered the senior employee. If two employees remained tied after using their dates of application, their respective positions on the seniority list shall be determined by normal alphabetical order. Seniority shall be applicable only as expressly provided in this Agreement.

Section 2 - Lay Off:

a. Determination of Lay Off: The Company will determine the timing of a lay off, and the number of employees to be laid off

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

Section 3 – Recall:

Order of Recall: The employee with the most seniority will be the first one recalled from a lay off.

Notice of Recall: The Company will forward notice to the Union and employee of recall by registered mail, return receipt requested, to the last known address of the employee as reflected on Company records. The employee must, within three (3) days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, returns to work on such date.

Section 4 - Termination of Seniority:

An employee's seniority shall be terminated and his 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 3 of this Article, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c) Except for layoff, time lapse of twelve (12) months since the last day of actual work for the Company, subject to acceptable mitigating circumstances.
- d) Failure to return to work upon expiration of an approved leave of absence, subject to acceptable mitigating circumstances.

- e) Layoff of a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.
- f) Absence of three (3) consecutive days without notifying the Company, subject to acceptable mitigating circumstances.
- g) Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

Section 5 - Seniority List:

The Company shall provide the Union a current seniority list once every three (3) months. Such list shall be deemed accurate unless challenged by the Union or the employee within ten (10) days of receipt.

Section 6 - Return of Personnel to Bargaining Unit:

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

ARTICLE 13 — BIDDING PROCEDURE

Section 1 - Route Bidding & Vacancies:

All vacancies in routes and other regular driving assignments shall be filled as provided in Sections 2-8 of this Article.

Section 2 - Review of Routes:

All routes and work assignments shall be subject to review and reassignment as provided in this Article. The Company will determine the number of bid periods and their frequency based upon its legitimate business needs and the desires of its contracting entities; provided, however, all work assignments shall be bid no less than four (4) times in each twelve (12) month period. If there are substantial changes to the bid roster (i.e. client service changes) from the last bid period, employees who qualified to bid will receive three (3) minutes to make route selections during the bid. If there are not substantial changes to the bid roster employee will receive two (2) minutes to make route selections during the bid.

Section 3 - Notification of Route/Work Assignment Day:

The Company shall notify each qualified employee of the date of Route/Work Assignment Day at least seven (7) calendar days in advance. Such notice requirement may be satisfied by posting at the affected facility.

Section 4 - ROUTE ASSIGNMENT & BIDDING:

A qualified employee who reports as instructed on Route/Work Assignment Day, and all new employees, shall be allowed to bid on available routes and work assignments in order of seniority; provided, however, that an employee must be fully qualified and licensed to perform all of the work involved in the assignment for which he is bidding, and all required in-service hours must be current. An employee who is on a medical (including Workers Compensation) leave of absence, light duty or assigned to non-driving duty at the time of the Route/Work Assignment Day shall be passed, unless he/she has a release to return to full duty on his/her first scheduled bid day by a certified physician and said release must be presented on Route/Work Assignment Day.

- a. Part Time Roster: Should an employee request in writing to transition into a Full Time position the employee's seniority date shall be adjusted according to the date of the transfer.
- b. Full Time Roster: Should an employee request in writing to transition into a Part Time position the employee's seniority date shall be adjusted according to the date of the transfer.

Section 5 – Assignment of Remaining Work:

Any route or work assignment remaining unassigned following the application of the procedures provided in Section 4 of this Article will be dispatched by Seniority in the order of Extra Board, Full-time regular employees not scheduled to work, and Part-time regular employees. Full-time regular employees not scheduled to work will be required to sign up on a monthly basis on the extra work sheet. In the event there are routes still open, a five (5) day period will be provided to employees that choose to go on the Extra Board, to choose a route. If no route is taken, a route will be assigned by the lowest route number in reverse order of seniority.

Section 6 – Extra Board Driver:

An employee who has not been assigned a fixed route or work assignment as provided in this Article shall be classified as an Extra Board Driver. When an Extra board driver bids on a temporary/Hold down work assignment they shall not be required to work any other work outside of that bided work and shall only be done so voluntarily. However, extra board drivers may be forced to work in inverse order of seniority when service is not covered voluntarily.

Section 7 – Hold-Down Assignment:

When an employee who is assigned a fixed route is absent for more than five (5) days, his route shall be assigned as a hold-down, which shall continue until the absent employee returns or until the end of the bid period, whichever is earlier. Such hold-down shall be assigned to the senior Extra Board Driver who is interested and qualified to perform the work. If no Extra Board Driver requests the hold-down, it shall be assigned to the junior qualified Extra Board Driver.

Section 8 – Proxy & Absentee Bids:

A non-probationary employee who cannot attend Route/Work Assignment Day shall be allowed to submit his bid by written proxy, provided such proxy is submitted to the Company not later than one (1) hour prior to the commencement of the bidding. Such employee's proxy will be examined when the time for his bid occurs, and he shall be assigned that available route listed on his proxy that is his most preferred. An employee who failed to bid or to select enough choices on his proxy will be assigned to the Extra Board.

Section 9 – Bided Work:

-Fixed Routes shall not be mixed with Dial a Ride, Med, Van or Tri My Ride on bids.

-All routes put up to bid shall be posted with start times that are all within Four Hours.

ARTICLE 14 - HOURS OF WORK

Section 1 - Purpose of Article:

The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime and other wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum and maximum number of hours of work per day, per week or per year, except that for fixed route bids, the hours bid will be guaranteed for the duration of the bid, unless the hours are reduced by Acts of God or the Client. The Company's pay records, practices and procedures shall govern the payment of all wages.

Section 2 - Workweek:

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

Section 3 - Work Qualifications:

In order to qualify for a category of work under this Agreement, an employee must possess all required licenses and certificates for the category or work desired and all required in-service hours must be current.

Section 4 - Overtime:

An employee shall be paid one-and-one half (1½) times the straight time rate of pay then in effect for work performed when the total number of hours exceeds (40) in a workweek. Overtime shall be offered by seniority to the senior available Drivers who sign the monthly overtime sheet. There shall be no pyramiding of any overtime payments to employees covered by this Agreement.

Section 5 - Dial-A-Ride Drivers:

Dial-A-Ride Drivers will be provided a fifteen (15) minute rest period which shall be shown on the driver's manifests.

Section 6 – Dial a Ride, Med Van, and Tri My Ride:

Dial a Ride, Med Van and Tri my Ride shall be guaranteed the hours on the bid sheet at time of the Bid. However, if any rides cancel, operators are required to report for standby and perform any available work. Failure to report for standby or a refusal of work will break the guarantee.

-Med van only bids will be guaranteed 35 hours a week. However, if any rides cancel, operators are required to report for standby and perform any available work. Failure to report for standby or a refusal of work will break the 35-hour guarantee.

ARTICLE 15 - DRUG AND ALCOHOL TESTING

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

ARTICLE 16 - ATTENDANCE POLICY

The parties recognize that unexpected absence or tardiness of employees has many effects on the organization and the ability to provide safe, quality on-time service to our customers and client. Therefore, the following attendance policy will apply to employees covered by this Agreement.

Section 1 – Definitions:

- a) Tardy is an occurrence whereby an employee reports to work five (5) to ten (10) minutes after his scheduled report time.
- b) Absence is an occurrence whereby an employee reports off work at least sixty (60) minutes prior to his scheduled reporting/starting time in accordance with call-in requirements. If an employee is ill, they must notify the designated person in charge every day, unless otherwise stated by the General Manager or his/her designee. If the illness is for more than three (3) consecutive days, a written statement from the employee's doctor must be obtained in order to return to work.
- c) Miss-out or (No Call/No Show) is an occurrence whereby an employee fails to show up for work for an assigned work shift and fails to notify the General Manager or his/her designee at least thirty (30) minutes before his/her scheduled reporting/starting time. Employees incurring a Miss out or (No Call/No Show) are not permitted to use sick leave for this type of absence.

Section 2: The attendance policy applies for all but four (4) mandatory Safety meetings and/or scheduled re-training. If employees miss a mandatory safety meeting, they must notify the company, and meet with management to arrange a make-up meeting.

Section 3: The attendance policy is applied on the basis of a rolling twelve (12) month period. In addition, if an employee has three (3) straight months of perfect attendance, his record is cleared.

Section 4: - Incentive Program (Not subject to collective bargaining)

In order to reward those employees who have perfect attendance, in addition to the other programs, The Company will issue "Get Out Of Attendance Free (GOOF)" cards. To obtain a GOOF card, an employee must have perfect attendance. This means no attendance infractions or days off during the month. (This is separate from the Employee of the Month Program). These cards may be turned in when an employee gets an attendance infraction to wipe it from their record. An employee can only receive a maximum of four cards per rolling twelve (12) month period or one (1) per three (3) month rolling period. At that point, the employee may cash-in the four tickets for a gift certificate. If this programs is discontinued during the term of this Agreement the rolling twelve month period in Section 3 above will be amended to a rolling six month period.

INFRACTION TRACKING

	<u>Within 90 day Period</u>	<u>Within 12 month Period</u>
<u>ABSENCES & TARDIES (Any Combination)</u>		
2 nd	Verbal Warning	
3 rd	Written Warning	
4 th	Suspension	
5 th	Termination	Written Warning
6 th		Suspension
7 th		Termination
<u>MISSOUT (NO CALL/NO SHOW)</u>		
1 st	Written Warning	Written Warning
2 nd	Suspension	Written Warning
3 rd	Termination	Suspension
4 th		Termination

ARTICLE 17 - GENERAL CONDITIONS

Section 1 - Payday: All paychecks will be distributed every other Friday.

Section 2: Cell Phones: The Company shall not require the members to use their personnel cell phones for Company use.

ARTICLE 18 - JURY DUTY

Section 1: An full-time employee assigned covered by this Agreement who is required to complete Jury Duty shall receive pay at his/her base, straight-time rate of pay for each day of work lost because of such service, for up to then (10) days per year during the term of this Agreement.

Section 2: In order to be eligible to receive benefits under this Article, an employee must immediately notify the Company of the receipt of a summons or notice to appear for jury duty and must cooperate with the Company, if required, in requesting a postponement or other consideration of the Company's legitimate business needs.

Section 3: Jury Duty as provided in this Article shall be calculated at the employee's base, straight-time rate of pay and shall be based upon the average number of straight-time hours per day that the employee has worked during the two-week period immediately preceding payment

ARTICLE 19 - FUNERAL LEAVE

Section 1: A non-probationary full-time employee covered by this Agreement shall, upon request, be granted up to three (3) days with pay, to attend the funeral of his current spouse, parent, child, sibling, current mother-in-law, current father-in-law, grandmother, grandfather or grandchild, and current legal domestic partner, it being understood that in order to be eligible for this benefit, the employee and his/her domestic partner must execute and provide to the Company a Declaration of Domestic Partnership and meet the requirements specified therein. In the event an employee is required to travel out of the State of California to attend the funeral of relative as provided for herein, the employee may be granted up to an additional two (2) days of funeral leave. The Company shall have the right to require proof of death of the relative and of attendance at the funeral, and proof of the employee's relationship with the deceased.

Section 2: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee's current run standard.

ARTICLE 20 - PAID HOLIDAYS

Section 1: Subject to the provisions of Sections 2 and 3 of this Article, a non-probationary full-time employee covered by this Agreement shall receive pay for the following holidays falling on or after the date of ratification:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Christmas Day

Section 2: Holiday pay as provided in this Article shall be calculated at the employee's base, straight-time rate of pay and shall be based upon the employee's current run standard. Employees without a current run standard shall be paid based upon the average number of straight-time hours per day that the employee has worked during the thirty (30) day period immediately preceding payment.

Section 3: In order to be eligible to receive holiday pay as provided in this Article, an employee must work the entire run or shift of his/her last scheduled work day prior to the holiday and the entire run or shift of his/her first scheduled work day following the holiday.

Section 4: An employee who works on a day recognized as a holiday in this Article shall receive holiday pay plus his straight-time hourly rate for all hours worked on the holiday. An employee who is scheduled to work on a paid holiday as defined in Section 1 of this Article but who does not report for work shall not receive holiday pay.

Section 5: The Company may elect to amend the work schedule during a week in which a paid holiday falls or during a week in which service is amended because of an unpaid holiday in order to satisfy the service requirements of its customers.

Section 6: If one of the Company's revenue customers does not operate service on a holiday that is not otherwise identified as a paid holiday in Section 1 of this Article, an employee who is subsequently denied the opportunity to work under that revenue contract on that day, shall receive his regular pay for the hours he would otherwise have worked.

Section 7: Any Employee who is not scheduled to work the Sunday Prior to a Monday holiday shall not be required to work that Holiday unless forced to do so in inverse order of seniority (only for those operators who currently hold a bid for med van/para transit runs). However, the volunteer list must be exhausted first before forcing operators in inverse order of seniority.

ARTICLE 21 - VACATIONS

Section 1: A full-time employee covered by this Agreement shall be eligible to take vacation according to the following schedule:

- (a) After one (1) years' service — one (1) week
- (b) After three (3) years' service — two (2) weeks
- (c) After eight (8) years' service — three (3) weeks
- (d) After eighteen (18) years' service — four (4) weeks

Section 2: The Company shall prepare and post on December 1st of each year a vacation schedule, showing the number of employees in each classification, if any, who may be allowed to take vacation in each week during the twelve-month period commencing January 1st of the following year. The Company shall develop a procedure allowing employees to select their vacations according to seniority, subject to the presence of necessary employees required to cover all required work assignments it being recognized that a minimum of six (6) employees may be off per week. All eligible employees shall complete their vacation selection no later than December 31st or a later vacation bid date as may be mutually agreed to by the Company and the Union. Employees who do not select vacation dates during the vacation bid period shall choose open vacation dates subject to availability.

Unused vacation may be deferred or carried over to the following year however the maximum carryover shall not exceed two hundred forty (240) hours.

Section 3: Vacation must be taken in full work week increments, and vacation shall not commence prior to the anniversary date on which it is earned under the schedule provided in Section 1 of this Article. Employees who wish to use forty (40) hours of vacation and have the accrued time may do so with timely written request. There shall be no scheduling or payment of pro rata vacation amounts under this Agreement. No employee shall receive vacation pay in lieu of time off

Section 4: Pay for vacations provided in this Article shall be calculated at the employee's base, straight-time rate of pay, and each week's vacation taken shall be paid at the weekly current run standard of that employee. Employees without a current run standard or who are absent more than six (6) days during the employee's anniversary year during which the vacation is earned (excluding Funeral Leave, Paid Holidays, Vacation time or Personal Leave for Union Business as provided for in this Agreement), shall be paid for each week of vacation earned at the rate of .019 hours' pay for each hour worked during said anniversary year. Employees may request single vacation days after the annual vacation bid – single vacation request are subject to availability and operational needs.

ARTICLE 22 - SICK LEAVE

Section 1: Sick leave pay shall be accrued by a full-time employee covered by this Agreement according to the following schedule: 0.038 hours for each hour worked during the employee's most recent anniversary year of service, not to exceed a total of ten (10) days or eighty (80) hours per year. Unused sick leave may be accumulated to a maximum accumulation of three hundred-twenty hours (320) hours. Employees who have more than the two hundred forty (240) hours of unused sick leave as of November 3, 2016 will not exceed the carryover vacation hours that they had on this date. Thereafter, all such employees will be limited to the maximum of two hundred forty (240) carryover sick leave hours.

Section 2: An employee shall be eligible to request use of his accumulated sick pay balance after completing one (1) full year of service, from his most recent date of hire.

Section 3: Sick pay shall be accumulated on the basis of the employee's total hours, and shall be paid in minimum increments of two (2) hours (subject to manager's approval), when taken in day increments hours payed will be based upon the employee's current run standard. Employees without a current run standard shall be paid based upon the average number of straight-time hours per day that the employee has worked during the thirty (30) day period immediately preceding payment.

Section 4: An employee whose employment terminates for any reason shall forfeit all accumulated sick pay.

ARTICLE 23 - 401(k) PLAN

The Company will provide its 401(k) Plan for full-time employees covered by this Agreement in keeping with all the provisions of the Plan presently provided to them.

The Company will provide to all participating employees a matching contribution equal to \$0.30 of each dollar of the first 6% of contributions which employees make to the Plan. The Plan shall be administered in accordance with Plan provisions. Effective January 1, 2017, the date in which Article 24 of this Agreement goes into effect, employees enrolled in the Company's 401k plan will no longer receive a matching contribution from the Company but may continue to make contributions into the 401K plan.

ARTICLE 24 – WESTERN CONFERENCE OF TEAMSTERS PENSION

Effective July 1, 2023, the Employer shall contribute, on behalf of each employee, Sixty-Three cents (\$0.63) cents per hour for all straight time hours worked in a calendar month.

Effective July 1, 2024, The Employer shall contribute, on behalf of each employee, Sixty-Eight cents (\$0.68) cents per hour for all straight time hours worked in a calendar month.

Effective July 1, 2025, the Employer shall contribute, on behalf of each employee, Seventy-Three (\$0.73) cents per hour for all straight time hours worked in a calendar month.

The contributions shall be made to the Trustees of the Western Conference of Teamsters Pension Trust Fund (a jointly administered Trust). All straight time hours worked for the purpose of this section includes actual straight-time hours worked (excluding overtime) as well as hours paid for holiday and vacation benefits earned under this Agreement, excluding sick pay and other paid time not actually worked.

All pension contributions will be made in accordance with this article for all employees in the bargaining unit as set forth under article 1 and as defined in Article 2, section 2. For the purpose of this Article only, pension contributions will also be made for all probationary employees as defined in Article 2, Section 1.

ARTICLE 25 - UNIFORMS

The Company's operator uniform policy, practices and procedures effective September 01, 2022, shall remain in effect. The number of uniforms initially provided shall be four (4).

ARTICLE 26 - HEALTH INSURANCE

Section 1: The Company shall, subject to all the provisions of this Article, provide Group Medical Insurance Plan coverage to a qualified full-time employee, and to his dependents.

Section 2: A qualified employee shall be a non-probationary full-time employee, be a current, active Transit Bus or Dial-A-Ride Driver who, is regularly scheduled to work at least eighty (80) hours per month, and shall remit through payroll deduction the proper employee contribution for such Plans in which the employee and his/her dependents may be enrolled.

Section 3: Except for employees who had previously waived First Transit Group Medical Plan enrollment prior to the ratification of the 2013-2016 Agreement, a qualified employee shall enroll in the Teamsters Managed Health Care Trust Fund (TMHCFT) M20 Kaiser Plan. Eligible employees who had previously elected not to participate in the First Transit Group Medical Plan will not be required to enroll in the TMHCFT plans during the initial enrollment period in 2013. Thereafter, if such employees chose to enroll into the TMHCFT plans they shall participate in the plans as other employees or if they terminate employment and are rehired they shall participate in the TMHCFT as all other employees. A qualified employee as defined in Section two (2) of this Article shall also be enrolled in the TMHCFT Vision and Life) plans. The TMHCFT plan will be effective no later than sixty (60) days from the date of ratification of the 2013-2016 Agreement.

Section 4: QUALIFIED EMPLOYEE DEFINED

For the purpose of this Article, a qualified employee shall be a full time employee who has been on the payroll for more than ninety (90) days and who regularly works more than eighty (80) hours per month. When an Employee does not work eighty (80) hours per month when work is available, they will have to pay the entire cost (employer portion and employee portion) of TMHCTF health benefits for the month. Such payment must be received by the Company before the 5th of the next month. If payment is not received the employee's benefits shall be cancelled and the employee shall not be eligible to reapply for benefits until the next open enrollment period.

Section 5: PREMIUMS FOR EMPLOYEE ONLY COVERAGE

The cost of the premium for coverage of all employees shall be borne by the Company with twenty percent (20%) contribution per month cost sharing by each employee for TMHCTF Plan for Medical, Vision and Life. Contributions are based on twelve (12) months of insurance premiums.

Section 6: PREMIUMS FOR DEPENDENT COVERAGE

A qualified employee may elect to extend coverage to his/her authorized dependents. Such employee shall, through payroll deduction, pay twenty-five percent (25%) of the cost for the additional dependent coverage and the appropriate number of dependents, with the Company paying the other seventy-five (75%).

Section 7: MAINTENANCE OF BENEFITS

The Company agrees to implement the TMHCTF plan. The Company and the Union retains the right to withdraw from the TMHCTF plans provided there is mutual agreement between the Company and the Union. The Company and the Union shall mutually agree to change medical plan providers at any time during the term of the agreement with another provider providing the same or comparable coverages at a lower cost to the Company and the employee. The Company shall not be required to pay more than that portion of the monthly premium rate(s) provided in Section three (3) or four (4) of this Article.

Section 8: CHANGES IN LAW

In the event Federal or State laws are revised as to affect the Company's requirements regarding group health plans in any regard, the Company and the Union shall meet as soon as practicable to discuss the effect or changes required to the affected terms of the collective bargaining agreement,

Section 9: DENTAL PLAN

Eligible employees on the payroll at ratification of the 2013-2016 Agreement, who had previously elected enrollment in the Delta Dental Plan, may enroll in the Company Dental Plan currently the CIGNA plan. The Company will pay thirty percent (30%) of the premium for the employee's Dental Plan coverage.

ARTICLE 27 – WAGES

Employees covered by this Agreement shall receive the minimum wage rates as follows subject to the Notes indicated below:

<u>Drivers</u>	7/15/2022	7/15/2023	7/15/2024
Start	\$23.00	\$23.92	\$24.52
Upon Completion of 1 Year	\$23.50	\$24.21	\$24.81
Upon Completion of 2 Years	\$24.25	\$24.98	\$25.60
Upon Completion of 3 Years	\$25.25	\$26.01	\$26.66
Upon Completion of 4 Years	\$26.50	\$27.30	\$27.98
Upon Completion of 5 Years	\$32.60	\$33.75	\$35.60

Payroll Note #1: Initial training prior to revenue-producing work will be paid at the current State of California minimum wage.

Payroll Note #2: Step increase will be paid on the employee's anniversary date, if applicable. No employee will earn more than the wages listed above for equivalent length of seniority.

Payroll Note #3: Safety meetings and other informational meetings which are required by the Company will be paid at the employee's current hourly rate.

Payroll Note #4: The Company may assign an employee who, in its honest business judgment, is fully qualified to perform work as a Driver Trainer and may similarly remove such employee from such assignment. The employee assigned to the non-DOT certified Driver Trainer position shall be paid a differential of two dollars and seventy-five cents (\$2.75) per hour in addition to his/her regular rate of pay for all hours worked as a Driver Trainer. The employee assigned to the DOT certified Driver Trainer position shall be paid a differential of three dollars and seventy-five cents (\$3.75) per hour in addition to his/her regular rate of pay for all hours worked as a Driver Trainer.

Payroll Note #5: Driver Differential: Any driver performing work between the hours of 8:00 pm and 3:00 am will receive an additional one dollar (\$1.00) per hour.

ARTICLE 28 - UNION SECURITY

Section 1 - Union Membership:

It shall be a condition of employment that any employees covered by this Agreement shall apply for Union membership on or by the completion of his thirtieth (30th) day of employment. Such employee shall then be eligible for membership in the Union and shall maintain his membership in good standing as a condition of continued employment.

Section 2 - Suspension:

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

ARTICLE 29 - CHECK-OFF

1. Upon receipt of a written assignment and authorization, signed by an employee covered by this Agreement, or an appropriate legally acceptable form furnished by the Union, the Company agrees to deduct bi-monthly from the first and second check of such employee in each calendar month and pay to the Union his regular monthly dues and/or uniform assessments. Deduction of dues shall in all cases be made from the first day in each calendar month immediately following the date of signing of such authorization by the employee. The Company further agrees that it will deduct the prescribed initiation fee in two equal monthly payments from all new hires who are not members of the Union. Remittance of these checkoff payments to the Union shall be made once a month, within five days following the second deduction in a calendar month for which such deductions are made and a list of employees for whom payment is made and their Social Security numbers shall accompany such payment.
2. The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability (including attorney fees and court costs) that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this article in reliance on any list, notice or authorization provided by the Union hereunder.
3. The deductions and remittances to the Union herein provided shall be made by the Company only to the extent and as long as it shall be legal for the Company to make such deductions under any applicable Federal law or law of the State of California and while it has proper written notice from each such employee, and while this Agreement remains in effect.

ARTICLE 30 - REAL PARTY IN INTEREST

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

ARTICLE 31 - D.R.I.V.E.

The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the D.R.I.V.E. D.R.I.V.E shall notify the employee the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to D.R.I.V.E. 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 International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The employer will recognize authorization for the deductions from wages, if in the compliance with state law, to be transmitted to the local union or to such other organization as the union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

ARTICLE 32 – AUTOMATED EQUIPMENT

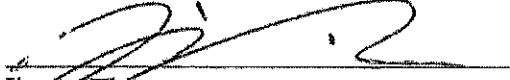
In the event fully automated transportation equipment is intended to be implemented, the company and the union will meet and discuss prior to the implementation of this equipment.

ARTICLE 33 - TERM OF AGREEMENT


Except as otherwise provided herein, this Agreement shall be effective July 15, 2022 and remain in effect through July 14, 2025 and shall be renewed from year to year thereafter unless either of the collective bargaining representatives shall give written notice to the other of the desire to change at least sixty (60) days prior to the expiration of this Agreement. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided in this Agreement.

IN WITNESS WHEREOF, the parties above-named have signed their names and affixed the signatures of their authorized representative on the ____ day of _____, 2022.

For: International Brotherhood of Teamsters Local 315


Jimmy Thiessen,
Business Agent

For: First Transit, Inc.

 10/10/22
Mark Elias,
Region Vice President

Attachment J - Current Wage Scales

Current as of RFP publication; subject to change.

<u>Drivers</u>	7/15/2022	7/15/2023	7/15/2024
Start	\$23.00	\$23.92	\$24.52
Upon Completion of 1 Year	\$23.50	\$24.21	\$24.81
Upon Completion of 2 Years	\$24.25	\$24.98	\$25.60
Upon Completion of 3 Years	\$25.25	\$26.01	\$26.66
Upon Completion of 4 Years	\$26.50	\$27.30	\$27.98
Upon Completion of 5 Years	\$32.60	\$33.75	\$35.60