

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2026, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TRANSDEV SERVICES, Inc., a Maryland Corporation, qualified to do business in California (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with the Scope of Services attached, as Exhibit A and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Transportation Operation Services (hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on July 1, 2026 and terminates upon the completion of the Scope of Services or on June 30, 2029, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, CITY may extend the terms of this Agreement for an additional **two (2) one (1)-** year extension; provided, CITY gives CONTRACTOR no less than thirty (30)

days written notice of its intent prior to expiration of the existing term. In the event CITY exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) year(s).

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractor on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Julia Tyack

To CONTRACTOR: Transdev Services, Inc.
 720 E Butterfield Rd, Suite 300
 Lombard, IL 60148

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's

fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

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.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation

OLIVIA NASHED
City Clerk

AARON M. BUSCH
Interim City Manager

APPROVED AS TO FORM:

TRANSDEV SERVICES, INC., a Maryland corporation qualified to do business in California

By: _____
KATIE O. LUCCHESI
City Attorney



By: _____
Name: W.C. PIHL
Title: Senior Vice President

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA: Rev.04.2025-LT (CA Formatted)

Exhibit A

Scope of Services

&

Attachments

SCOPE OF SERVICES

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Service Requirements

- Attachment 1: Service Area Map
- Attachment 2: Bus Schedules and Maps
- Attachment 3: Rider Guides (*Guides available on lodi.gov*)
- Attachment 4: Express Route Deadhead Summary
- Attachment 5: Service by Route Summary
- Attachment 6: Short Range Transit Plan (*SRTP available on lodi.gov*)

Assets and Resources

- Attachment 7: Equipment Inventory
- Attachment 8: Technology Overview
- Attachment 9: Fleet Inventory & ZEB Rollout Plan (*ZEB available on lodi.gov*)
- Attachment 10: Transit Station Floor Plans (*Confidential – security-sensitive*)

Administrative and Performance Standards

- Attachment 11: Performance and Non-Compliance Assessment
- Attachment 12: Preventable Incident Definitions
- Attachment 13: Uniform Policy
- Attachment 14: Manager’s Monthly Report (Example)
- Attachment 15: Monthly Phone Record (Example) (*Confidential*)
- Attachment 16: Claim Summary – Previous Fiscal Year (*Confidential*)
- Attachment 17: Transit Operations Services Invoice (Example) (*Confidential*)

Human Resources and Labor

- Attachment 18: Contractor Collective Bargaining Agreement (*Confidential*)
- Attachment 19: Current Run Cut Information (*Confidential*)
- Attachment 20: Current Employee Wages and Benefits (*Confidential*)
- Attachment 21: Current Work Schedule – Dispatch and Reception (*Confidential*)
- Attachment 22: City Organizational Chart
- Attachment 23: Current Contract (*Confidential*)
- Attachment 24: Employee Selection, Hiring, Background Checks, and Drug & Alcohol Program

Exhibit A

SCOPE OF SERVICES

1. OPERATION FUNCTIONS

CONTRACTOR shall provide Transit Operations Management at a level and capability to oversee its functions and employees. CONTRACTOR shall be responsible for safe, reliable, and customer-focused bus service, including supervision of daily activities of all operators, dispatchers, and other personnel necessary to support system operations. CONTRACTOR shall develop, implement, and maintain formal procedures to be used for system monitoring and road supervisory functions.

CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing high-quality, accessible transportation services to the public. CONTRACTOR shall maintain close coordination with CITY on matters related to operations, monitoring, reporting, customer service, marketing, and service performance measurements.

CONTRACTOR is also expected to review and comment on plans, equipment purchases, operational changes and related proposals of CITY. Additionally, CONTRACTOR is expected to advise CITY on suggestions that will improve service effectiveness, efficiency, safety, and customer satisfaction.

CONTRACTOR shall monitor key performance indicators (KPIs) such as on-time performance, missed trips, safety incidents, and customer complaints. CONTRACTOR shall regularly report these metrics to CITY and recommend corrective actions as needed when performance does not meet established targets.

CONTRACTOR shall support the integration and use of CITY-provided transit technology systems, including but not limited to GPS tracking, fare collection systems, and ITS system. CONTRACTOR shall ensure that all operations personnel are properly trained in the use of these systems and shall coordinate with CITY to maintain system functionality.

CONTRACTOR shall provide timely support in communicating planned or unplanned service changes (such as detours or delays) to the public using CITY-approved communication methods including signage and dispatch notifications.

CONTRACTOR shall also collaborate with CITY in the development and periodic review of emergency response and continuity of operations plans. CONTRACTOR shall identify personnel willing and able to assist with emergency transportation during citywide, regional, or state-declared emergencies such as floods, wildfires, earthquakes, or public safety events.

CONTRACTOR shall maintain adequate staffing levels to support uninterrupted transit operations. This includes contingency plans for scheduled and unscheduled absences to ensure full shift coverage for essential roles.

CONTRACTOR shall provide operation services that conform to all the requirements of Federal, State, and/or local regulatory agencies, including but not limited to the California Highway Patrol

(CHP), California Public Utilities Commission (CPUC), and U.S. Department of Transportation, if applicable.

The Management Plan, Operations Plan, Utility Plan, Safety Plan, Training Program, Start-up Plan, Hiring and Retention Strategy, and Job Classifications and Wage Scales submitted in CONTRACTOR'S proposal, as modified by CONTRACTOR and CITY during the procurement process and approved by CITY (collectively, "the Implementation Program"), are incorporated into this Scope of Work as those fully set forth herein. Except as provided otherwise in this Agreement, including this Scope of Work, CONTRACTOR shall implement and comply with the Implementation Program.

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

All services provided by CONTRACTOR under this section shall be subject to CITY oversight and shall comply with the terms of this Agreement.

2. DEFINITIONS

As used throughout the RFP, Exhibits, Attachments and Forms, the following terms shall have the meanings set forth below:

- **Access San Joaquin (ASJ):** A Consolidated Transportation Services Agency (CTSA) established in partnership with local agencies to provide a variety of transit-related services. ASJ offers in-person ADA eligibility assessments, travel training, discount fare cards, Access Passes, and the "My Ride" program
 - **Agreement:** also "Contract" is the agreement to be entered into by CITY and the successful proposer for the scope of services described in this RFP, the RFP, Proposer's Response, all Attachments, Exhibits and documents collectively comprise the Agreement.
- **Advance Reservation:** The process of requesting trips and receiving trip confirmation prior to the day service is requested.
- **ADA:** Americans with Disabilities Act of 1990 (ADA) Federal civil rights legislation which mandates accessibility for people with disabilities.
- **AVA:** Automated Voice Announcement – Technology system that automatically announces stops as the vehicle approaches.
- **AVL:** Automatic Vehicle Locator – Technology system that tracks the vehicle in real time.
- **BAFO:** Means Best and Final Offer.
- **CAD:** Computer Aided Dispatch – Technology system that allows dispatch to digitally assign vehicles to routes, schedules, blocks, etc.
- **CHP:** California Highway Patrol.

- **CITY:** The City of Lodi, California.
- **City-Provided Equipment:** Equipment and systems furnished by CITY for CONTRACTOR's use in delivering services, including but not limited to fareboxes and vehicles, unless otherwise specified.
- **CONTRACTOR:** "Proposer" or "Vendor" selected and under contract with the City of Lodi to provide public transportation services.
- **CNG:** Compressed Natural Gas.
- **Customer Service Standards:** The expected quality of interactions with passengers, including courtesy, timeliness, accessibility, and resolution of complaints, as outlined in this scope.
- **Deadhead:** Time or miles a vehicle is not in revenue service. For paratransit, this includes travel from the Transit Station to the first pick-up and from the last drop-off back, but not travel between scheduled stops. For fixed-route service, it includes fueling, training, road tests, maintenance trips, and travel to/from the first or last public stop when the vehicle is unavailable to the public.
- **Dial-A-Ride Service (DAR):** A demand-response public transit service that provides door-to-door transportation by advance reservation.
- **Dwell Time:** For paratransit services, the amount of time spent by vehicle and operator at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, deboarding and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation. For fixed route, the amount of time spent at each stop location waiting for, boarding and deboarding passengers.
- **Driving:** Operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- **Federal Transit Administration (FTA):** A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.
- **Fixed Route (FR):** A public transit service that operates on a set schedule along established routes with designated stops, available to all riders.
- **Holiday Schedule:** The City of Lodi transit services do not operate on the following recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. On the day of the Holiday Parade of Lights, service ends early.
- **ITS:** Intelligent Transportation System - Special transit-related technology systems that aid operation; i.e. Computer Aided Dispatch, Automatic Vehicle Locator, Automated Voice Announcement

- **Late Cancellation:** Calls the reservation office to cancel the trip less than two (2) hours before the scheduled pick-up time.
- **Late Trip:** For VineLine service, any trip in which the vehicle arrives for the pick-up more than 20 minutes after the pick-up window or not at all. For GrapeLine fixed route service, any arrival at a time point more than 5 minutes after the scheduled time.
- **Missed Trip:** For VineLine service, any scheduled trip in which the vehicle arrives more than 30 minutes after the pick-up window or does not arrive at all. For GrapeLine fixed route service, any trip that does not serve more than 10% of its scheduled miles or does not serve all scheduled time points.

No-Show: A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival.

- **On-Time Pick-up:** For VineLine service, a vehicle shall be on-time if it arrives at the designated pick-up location no more than 10 minutes prior to the scheduled pick-up time or no more than 20 minutes after that time. For GrapeLine service, a vehicle shall be on-time if it leaves a designated bus stop no sooner than one (1) minute before the scheduled time and no later than five (5) minutes after the scheduled departure time.
- **Operator:** A licensed transit vehicle operator or driver employed by the CONTRACTOR, responsible for driving and operating transit vehicles.
- **Performance Assessment:** A formal review of CONTRACTOR's adherence to service standards, which may result in the issuance of penalties, or corrective action. **See Attachment 11 – Performance and Non-Compliance Assessment**
- **Pull-in:** Refers to movement of a revenue vehicle from the terminus of a passenger trip to arrival at the designated Bus Yard or Station.
- **Pull-Out:** Refers to movement of a revenue vehicle from the Bus Yard/Station to the first location of a passenger trip.
- **Road Call:** A failure of a bus in revenue service that causes a delay to service, and which necessitates removing the bus from service until repairs are made
- **Subscription Service:** Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.
- **Preventable Accident/Incident:** An accident/incident where the operator could have, but failed, to properly identify an incident-producing situation soon enough to take reasonable and prudent action to avoid a collision or an injury. **See Attachment 12 – Preventable Incident Definitions**
- **Vehicle Revenue Hours:** For paratransit service, a vehicle revenue hour shall be defined as any increment of time that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-

off. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of revenue vehicle hours; however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as "revenue vehicle hours" and "vehicle service hours".

For GrapeLine fixed route service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is in revenue service, including layover/recovery time, but excluding deadhead, training operators prior to revenue service and road tests.

Vehicle revenue hours, for all services, shall exclude any meal breaks, service breaks, fueling time, mechanical breakdowns and time a vehicle is down due to an accident. Drive time to and from breaks and lunch breaks shall be excluded.

- **Vehicle Revenue Miles:** The mileage incurred by a vehicle while operating a vehicle in revenue service. It does not include fueling, training, road tests, trips to and from MSC for maintenance. It is intended that the City's definitions of Vehicle Revenue Hour and Mile be identical to those of the National Transit Database.
- **VineLine (VL):** ADA paratransit service that provides door-to-door, reservation-based transportation for eligible riders who cannot use fixed-route services.

3. DESCRIPTION OF SERVICE

The CONTRACTOR is responsible for providing all staffing, supervision, training, and day-to-day operations of transit services in accordance with the CITY's standards and this scope of services. CONTRACTOR shall also provide front-line customer service, including phone support, lobby staffing, and complaint resolution.

Overall administration, planning, monitoring, and marketing of the transit system is vested in CITY transit staff. Since 1996, the CITY has utilized the services of an independent operations CONTRACTOR to provide operation services within City of Lodi limits. CITY provides the revenue vehicles and maintenance, operations facility, office furniture such as desk/partitions, major equipment items, streets furnishings, passes and transfers.

CITY provides public transit services within its boundaries and limited adjacent areas in San Joaquin County, including GrapeLine fixed route transit service, and a demand response/ADA paratransit (Dial-a-Ride/VineLine) service. The total service area is approximately 16 square miles. A System Map for CITY'S fixed route system, as well as service schedules, may be found online at www.lodi.gov/transit. CONTRACTOR staff must be knowledgeable about San Joaquin County connecting transit services and able to assist passengers with basic information regarding those connections. Upon request, staff should also provide contact information for surrounding transportation agencies, including, but not limited to, RTD, Amtrak, Greyhound and SCT Link. CONTRACTOR shall be further responsible for ensuring that the revenue service it operates is per the published schedule in print and on the website; any deviations from the published schedule must be approved by CITY in writing.

A map of the service area is included in **Attachment 1 – Service Area Map** and the service schedules are included in **Attachment 2 – Bus Schedules and Maps**.

CITY transit operations are funded entirely through a combination of fare revenue, TDA (State), Federal Transit Administration (FTA) Section 5307 funds, and miscellaneous revenue. CONTRACTOR shall support CITY in complying with State and Federal reporting requirements, including data collection and documentation necessary for TDA and FTA funding compliance.

This scope of services outlines the specific duties and performance expectations for CONTRACTOR in the provision of these services.

3.1. Existing Contract for Transit Services

The current contract for operation and management of Lodi Transit Services is held by Transdev Services, Inc. (Transdev). and will terminate on June 30, 2026. Transdev has held this contract since 2021. During the most recent completed contract year (July 1, 2024 – June 30, 2025), payments to Transdev totaled \$2,589,634.74.

The current agreement between the City and Transdev, including Amendments No. 1 and No. 2, is provided as **Attachment 23 – Current Contract (Confidential)**.

Sample copies of the CONTRACTOR's Monthly Operations Management Report and June 2025 Invoice, along with a summary of paid invoices, are provided as **Attachments 13 and 16**. Please refer to Transdev's most current Collective Bargaining Agreement, located as **Attachment 18 – Contractor Collective Bargaining Agreement (Confidential)**.

3.2. Current Operations Service

Fixed Route – GrapeLine: Using CITY-provided vehicles and equipment, CONTRACTOR shall operate fixed route bus service as specified by CITY. Fixed route service shall be operated strictly within the Lodi city limits and in strict accordance with the operating days and hours, routes and schedules published by CITY. CONTRACTOR is responsible for delivering fixed route service in a safe, professional, reliable, and customer-focused manner.

The GrapeLine system currently consists of five (5) local weekday fixed routes and four (4) weekend fixed routes operating on one-hour headways throughout the day. The GrapeLine system also consists of three (3) weekday express routes. CONTRACTOR shall ensure that all vehicles depart timepoints on schedule and serve all scheduled stops as published. Deviations from published schedule must receive prior written approval from CITY.

The current fixed and express route published schedules and route maps are provided as **Attachment 2 – Bus Schedules & Maps**, and the service area map is included as **Attachment 1 – Service Area Map**.

Dial-A-Ride (DAR) and VineLine ADA Paratransit Services: CONTRACTOR shall operate demand response (Dial-A-Ride) and ADA paratransit services during the same hours as fixed-route service on weekdays, Saturdays, and Sundays, in compliance with the Americans with Disabilities Act (ADA). Service requests must be responded to within the designated service area.

The service area includes the CITY limits, plus the unincorporated areas of Woodbridge, Arbor Mobile Home Park, AM Market and Houston School in Acampo, and Villa Cerezos Mobile Home Park located south of the CITY limits as shown in **Attachment 1– Service Area Map**.

CONTRACTOR is authorized to have as many vehicles as necessary in Demand response (Dial-

A-Ride) and ADA paratransit service at a given time to meet fluctuations in the demand for ADA service. The demand-response service, referred to as Dial-A-Ride (DAR) operates a maximum of ten vehicles, depending on demand, during the same days and hours as the fixed-route service. Service requests are accepted seven days per week. Reservations are taken by an answering machine when the administrative and dispatch offices are closed. Reservations may be made in advance or on a subscription basis (to the extent that capacity allows). Same day service is available if capacity allows, and at double fare.

ADA paratransit service is provided through the VineLine service and is available to ADA certified passengers on a reservations-only basis. VineLine / Dial-A-Ride is a shared service (the same buses are utilized and passengers share rides). CITY contracts the ADA certification process through Access San Joaquin, a Consolidated Transportation Services Agency (CTSA) formed in partnership with local agencies to provide a variety of transit-related services. ASJ offers in-person ADA eligibility assessments, travel training, discount fare cards, Access Passes, and the “My Ride” program. Certified passenger lists are provided to CONTRACTOR. VineLine service operates during the same days and hours as the fixed-route service, and service is provided within the Lodi service area. VineLine passengers are able to make a reservation for next day service when the office is closed for a service holiday by leaving a voice message. Transit staff strives to accommodate the requested times for all ADA certified passengers based on the federal regulations (within one hour before or after a requested time). Current VineLine ADA Paratransit Rider’s Information Book and Dial-A-Ride Rider’s Information Book are included as **Attachment 3 – Rider Guides**.

3.3. Special Service

In addition to regular GrapeLine, Dial-a-Ride, and VineLine operations, CONTRACTOR may from time to time and only upon receiving specific written authorization by CITY, provide special transportation (charter) services within the service area using CITY-provided vehicles, provided that such special services are determined by CITY to be in the public interest, do not interfere with regularly scheduled operations, and follow applicable federal and state statutes. Special services must be conducted in compliance with all applicable laws and regulations, including the Federal Transit Administration (FTA) Charter Service Rule (49 CFR Part 604), California Public Utilities Commission regulations, and any applicable local ordinances. Special services must not be provided for exclusive private or commercial purposes, unless such service qualifies as allowable under FTA regulations and is expressly approved by CITY. CITY reserves the right to deny any special service request that conflicts with regular operations or is deemed not to serve a valid public purpose.

CONTRACTOR shall be entitled to compensation at the vehicle revenue hour rate in place at the time the special service is provided. CONTRACTOR must maintain detailed logs of all special service hours, mileage, and ridership, and submit them to CITY as part of its regular monthly reports. CONTRACTOR shall provide CITY with a cost estimate in advance of performing any special service, when requested. CONTRACTOR must ensure all required insurance and liability coverages apply to the special service operations.

CONTRACTOR must not accept or solicit special service requests directly from the public or third parties – all requests must originate through and be authorized by CITY.

3.4. Operation Service Hours and Days

GrapeLine fixed route, Dial-a-Ride, and VineLine service operates from 6:30 a.m. to 7:30 p.m. on

weekdays, 7:30 a.m. to 6:30 p.m. on Saturdays, and 7:30 a.m. to 3:30 p.m. on Sundays. Service is also available on the Express Routes during weekday mornings and afternoons, Monday through Friday.

The City of Lodi transit services do not operate on the following recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. On the day of the Holiday Parade of Lights, service ends early.

3.5. Revenue Service Hours

The City anticipates providing approximately 22,500 annual revenue service hours on the GrapeLine fixed-route service. In FY 2024/2025, the City delivered 22,555.31 fixed-route revenue service hours. This level of service is expected to remain relatively consistent in future years, with the potential for a modest percentage increase as demand grows.

Additionally, the City projects total annual fixed-route revenue service miles of approximately 275,000, and total miles (including both revenue and non-revenue/deadhead miles) of approximately 285,000. In FY 2024/2025, the City recorded 273,515 revenue service miles and 285 deadhead miles on the fixed-route system. The City anticipates providing approximately 8,500 annual revenue service hours for the Dial-A-Ride and VineLine service. In FY 2024/2025, the City delivered 8,145.50 revenue service hours. This level of service is expected to remain relatively stable in the coming years, with the potential for a modest increase depending on demand.

This represents the base estimate. Annual service hours may change if potential adjustments occur, such as route alignments, extended Saturday service, increased Route 2 frequency, the Valley Rail/ACE extension, or a new west-to-east route by the end of FY 31-32. **See Attachment 6 for the Short-Range Transit Plan.**

Additionally, the City projects approximately 60,000 annual revenue service miles and 70,000 total annual miles (including both revenue and non-revenue/deadhead miles). In FY 2024/2025, the service recorded 57,865 revenue service miles and 5,051 deadhead miles. These projections serve as planning estimates and may be adjusted based on actual ridership demand, funding levels, and operational requirements. CONTRACTOR shall ensure service delivery is consistent with these revenue service hours and miles and provide timely reporting to CITY as outlined in the contract. Non-revenue miles include deadheading for fueling, maintenance, and vehicle repositioning but do not include passenger service miles. Coordination between fixed-route and paratransit service hours is essential to maintain complementary transit coverage.

3.6. Planned Service Changes

Every 5 years, CITY completes a Short-Range Transit Plan SRTP Update designed to provide a blueprint for effective transit service in our community. The document provides recommendations for future service modifications and draft capital plans, which CITY may implement. In 2025, CITY completed a SRTP Update which recommended several minor changes to bus routes, stop locations and service schedules. CITY plans to implement some of these changes in the near future. The final SRTP can be located on our website at Lodi.gov.

Over the years, CITY's ability to expand or reduce service is highly dependent on sales tax receipts, actions of the State Legislature, actions of the Federal Transit Administration and transit needs requested through the Unmet Needs Process. As depicted in the price proposal forms, revenue hours may increase or decrease by 15%.

Service Level Trends and Analysis: The City’s annual revenue service hours for both Fixed Route (FR) and Dial-A-Ride (DR) services indicate that operations are nearing pre-COVID levels and may be stabilizing at those levels moving forward.

Below is a summary of historical revenue service hours:

Fiscal Year	Fixed Route (FR)	Dial-A-Ride (DR)
2016/2017	22,573	12,073.65
2017/2018	22,759	11,736.46
2018/2019	22,415	11,331.65
2019/2020	19,330	9,157.97
2020/2021	13,171	4,863.62
2021/2022	20,097.99	7,863.20
2022/2023	20,784.80	6,938.40
2023/2024	21,712.39	7,428.80
2024/2025	22,555.31	8,145.50

As shown, from FY 2019/2020 through FY 2022/2023, transit service levels were significantly impacted by the COVID-19 pandemic, with both FR and DR experiencing notable declines. However, over the past two years, service hours have steadily increased and are now approaching or exceeding pre-pandemic levels.

- Fixed Route revenue hours for FY 2024/2025 (22,555.31) are within 1% of the highest pre-COVID levels recorded in FY 2017/2018.
- Dial-A-Ride hours, while still slightly below the FY 2016–2019 average, have also increased year-over-year and reached 8,145.50 in FY 2024/2025, showing recovery.

Conclusion: Based on recent data trends, the City appears to have largely restored transit service to pre-pandemic levels. If current conditions remain stable, Fixed Route and Dial-A-Ride operations may have reached a new baseline, consistent with service levels prior to the COVID-19 pandemic.

The City will continue to monitor ridership trends, funding levels, and community feedback to make data-driven decisions regarding future service adjustments. Implementation of SRTP recommendations will involve public outreach and coordination with stakeholders to ensure that service changes meet community needs while maintaining fiscal responsibility.

4. FACILITIES

4.1. Operations Facility

CITY will provide furnished office space at the Lodi Transit Station at no cost to CONTRACTOR as the operations base for the duration of the AGREEMENT between CITY and CONTRACTOR. CONTRACTOR is required to house its management, administrative, and dispatch functions at this location for the life of the AGREEMENT. The Lodi Transit Station facility is located on a 2.3-acre site at 24 S. Sacramento Street, Lodi, CA, and is provided to CONTRACTOR at no cost, with most utilities included. The entire property is a “No Smoking” environment.

Concurrently with this Agreement, CONTRACTOR has entered into a license agreement providing for the use of the Transit Station.

CONTRACTOR is responsible for providing the office equipment required to operate transit services in accordance with the Scope of Work.

The Transit Station consists of three buildings—the main lobby, the north annex, and the clock tower—as well as a public parking lot, a bus passenger island with a waiting area, and a secured bus parking facility. Floor plans are provided as **Attachment 10 – Transit Station Floor Plans**.

The main lobby building houses the General Manager’s office, dispatch and customer service workstations, a reception and ticket sales area, a public lobby, and public restrooms. The public lobby, tickets sales, and restroom shall be open to the public and adequately staffed to ensure customer service is provided at all times as follows:

Monday – Friday: 7:00 a.m. – 6:00 p.m.
Saturday: 9:00 a.m. – 4:00 p.m.
Sunday: 9:00 a.m. – 3:00 p.m.

The north annex building accommodates the Safety Manager’s office, counting room, employee restroom, and bus probing area with equipment. An additional office space, previously used for employee training, is currently vacant, with its future use yet to be determined. The main seating area is used for employee training at this time. Bus probing area consists of a pull up drive-thru lane, with probing equipment attached to the building.

The clock tower building (southern building) includes the employee breakroom, lockers, restrooms, a small kitchenette, and a vacant office space.

The space includes over 2,000 square feet for CONTRACTOR offices plus over 1,600 square feet of common area (restrooms, break room, and server room).

The CONTRACTOR is responsible for providing sufficient staff to perform all interior and exterior cleaning and janitorial duties for the three Transit Station buildings and surrounding property, as outlined in **Section 15 - FACILITY CLEANING: LODI TRANSIT STATION INTERIOR AND EXTERIOR** of this Scope of Services.

CITY reserves the right to use the Transit Station for other purposes which do not interfere with CONTRACTOR’S operation of the transit system. Such use may include public information meetings, interviews, training, special events, and any other use deemed necessary by CITY. CITY shall provide CONTRACTOR with reasonable notice prior to the commencement of such use of the facility.

CITY contracts with a private security firm to provide 24/7 roving security services at the Lodi Transit Station and the adjacent Transit Station Parking Structure, operating 365 days per year.

Transit security personnel have access to the on-site surveillance system, including live camera feeds and recorded footage via the Avigilon camera software. They are responsible for actively monitoring both the Transit Station and the Parking Structure to ensure the safety and security of the premises. Transit security staff are based out of a dedicated office space located within the Lodi Parking Structure, directly across the street from the Transit Station.

CITY provides all utilities (electric, water, wastewater, trash) at the Lodi Transit Station.

CITY is responsible for the maintenance of CITY-owned property, including: light bulb replacement, window and door repairs, badge readers, plumbing and electrical system issues, HVAC maintenance and repairs, roof maintenance and repairs. CONTRACTOR shall be responsible for reporting any CITY-owned facility maintenance issues (e.g., plumbing, lighting, structural, electrical) to CITY staff in a timely manner to ensure proper upkeep and safety of the facility. CONTRACTOR is responsible for the upkeep, and maintenance of any CONTRACTOR-owned property or equipment located on-site.

CITY provides internet and phone service for published public phone number and internet for the credit card reader, cameras, card readers, and farebox related components. CITY owns one published phone number, 209-333-6806, which connects to Transit Station Reception area and the Dispatch Offices. Phone system has capability to queue excess calls onto three additional lines, where calls are answered in the order they are received. All CITY-provided transit phone calls are recorded, and the CITY retains the right to access and review these recordings as needed for operational, monitoring, or auditing purposes. All services provided under this contract must utilize the CITY-provided phone system for all public-facing and transit-related communications.

CONTRACTOR is responsible for any non-public facing phone systems, internet connection, and ancillary equipment (i.e., dispatch computers, office computers, servers, switches and router) for its administrative and CONTRACTOR related purposes. CONTRACTOR is responsible for providing and maintaining on-site first aid kits as needed for employees, including regular refills and upkeep. CONTRACTOR may also provide AED machines for its employees and/or the public. If AEDs are installed, CONTRACTOR shall ensure designated personnel are properly trained in their use. CONTRACTOR shall bear all costs associated with these responsibilities.

CONTRACTOR is responsible for securing all facility doors, windows, gates, and alarm systems. This includes all three buildings, vehicles, and bus parking area. Failure to secure the property will result in an assessment, per **Attachment 11 – Performance & Non-Compliance Assessments**.

The CITY Transit Division also oversees the Lodi Parking Structure, located directly across the street from the Lodi Transit Station. The CONTRACTOR has no responsibilities related to the Lodi Parking Structure.

4.2. Bus Parking Facility

Revenue vehicles are stored and parked at two locations: the Lodi Transit Station and the CITY's Municipal Service Center (MSC) at 1331 S. Ham Lane, Lodi, CA. The Lodi Transit Station parking area is gated and contains 20 bus stalls. Revenue vehicles are expected to be stored within the gated area when not in service. Remaining vehicles are parked at the CITY Municipal Service Center (MSC). CITY is considering other locations for alternate and overflow bus parking.

4.3. Vehicle Maintenance Facility

Vehicle maintenance is performed by the CITY Fleet Services Division at the Municipal Service Center (MSC), located at 1331 S. Ham Lane, Lodi, California, approximately 1.9 miles (6 minutes) from the Lodi Transit Station. CITY shall be responsible for all vehicle maintenance, repair and replacement of all CITY-provided vehicles, with the exception of the interior and exterior cleaning.

4.4. Fueling Facility

CITY provides CNG fuel and gasoline for all revenue vehicles. CITY's Public Works Fleet Maintenance Division manages the CITY-owned fueling sites, which include CNG and unleaded fuel. Each revenue vehicle is equipped with a fuel management system which allows each vehicle to be fueled and tracked automatically as soon as the operator connects fuel nozzle with vehicle fuel intake. CITY provides identification/access badges (one per employee) and training to CONTRACTOR staff to access and utilize the facility and fueling station. When on-site fueling station is down, CONTRACTOR shall fuel vehicles at an alternate location to be determined by CITY. Cost of this fuel shall also be paid for by CITY.

4.5. Operator's Parking Lot

CONTRACTOR staff parking is available across the street at the Lodi Transit Station, in the Lodi Parking Structure. There are 330 free parking spaces located across the street from the Transit Station at the Lodi Parking Structure, 50 N. Sacramento Street.

4.6. Employee Break Room

Employee break area is located in the Clock Tower building of the Lodi Transit Station. The break area is configured with a mini kitchen area with a refrigerator and microwave and bathroom. The north annex building also has space for an employee break area with seating and a refrigerator. All other utilities and consumables are the responsibility of CONTRACTOR. **See Attachment 7 – Equipment Inventory** for a full list of CITY-owned equipment.

Safety Guidelines: Employees are prohibited from cooking, using open flames, or creating any fire hazards in the break areas. Extension cords must not be daisy-chained or used improperly, and all electrical appliances, including microwaves and refrigerators, must be used safely according to manufacturer instructions. The CONTRACTOR is responsible for ensuring that all employees follow these safety rules and maintain a safe environment in the break areas.

5. OPERATIONS MANAGEMENT – OVERVIEW

CONTRACTOR shall be responsible for the management and operation of CITY's GrapeLine fixed route, General Public Dial-A-Ride and VineLine Paratransit service and any optional services as directed by CITY. CONTRACTOR shall manage service in accordance with the guidelines and parameters established herein and any attachment hereto. The omission of a duty or responsibility herein shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and/or paratransit service.

CONTRACTOR shall continually monitor operations, facilities and equipment and shall advise CITY of any observed deficiencies or needed improvements, providing recommendations as

appropriate. While CONTRACTOR may propose operational enhancements, CITY shall retain full authority to evaluate, approve, or act on any such recommendation.

All facilities, equipment, and services required in the operation and management of said services shall be furnished by CONTRACTOR unless specifically identified to be provided by CITY in this RFP.

CONTRACTOR shall coordinate, manage, and control all necessary program activities which shall include, but may not be limited to: provide vehicle operators and all project personnel, train personnel as necessary, develop administrative procedures, compile financial and non-financial records, provide customer service, respond to CITY requests in the event of an emergency, and develop methods to improve effectiveness and maximize service efficiency.

CONTRACTOR will obtain and provide all required federal, state, and local approvals and permits and will ensure that all vehicle operators are properly licensed for the services they are providing. CONTRACTOR must also have all applicable state and local business licenses or procure same prior to the start of service.

CONTRACTOR is required to establish and enforce comprehensive workplace safety programs that address overall employee safety, workplace violence prevention, and emergency response procedures. In addition, the Contractor must implement specific measures to reduce crashes caused by distracted driving. These measures must include a clear policy prohibiting text messaging while operating any City-owned vehicles, Contractor-owned or Contractor-rented vehicles, government-owned, leased, or rented vehicles, as well as privately-owned vehicles when used for official contract-related business or while performing any work on behalf of the City. This prohibition also applies to the use of employer-supplied electronic devices while operating any vehicle, regardless of whether the operator is on or off duty

CONTRACTOR shall establish and maintain regular communication with CITY staff. This includes quarterly meetings between a senior executive from the CONTRACTOR (e.g., Vice President or equivalent) and the CITY Transportation Manager to review operational performance, address service issues, discuss upcoming projects, and ensure alignment with CITY goals. CONTRACTOR shall also conduct weekly operational check-ins between Key Personnel and CITY staff. All meetings shall be documented, with summary notes provided to CITY upon request. Regular engagement at both the executive and operational levels is essential to maintaining service quality, operational transparency, and effective coordination between CONTRACTOR and CITY.

5.1 Key Personnel

The CONTRACTOR shall designate and maintain qualified Key Personnel to ensure safe, reliable, and compliant transit operations. At a minimum, three positions are required: General Manager (GM), Training and Safety Manager, and Road Supervisor. Additional administrative or operational staff may be proposed if necessary to support service requirements, subject to CITY approval. CONTRACTOR must designate qualified alternates for any absences, leaves, or terminations, subject to CITY approval.

General Manager (GM):

The GM is responsible for overall management and supervision of operations under this Agreement. The GM must thoroughly familiarize themselves with the terms of this Agreement, the Scope of Work, and all relevant attachments, ensuring full understanding of CONTRACTOR

obligations and CITY expectations. Minimum qualifications include five years of public transportation experience (three years supervisory), and completion of a Transit Management Certificate (or equivalent) within 18 months of CITY approval. The GM shall coordinate with CITY staff, respond promptly to inquiries and emergencies, attend weekly operational meetings, and ensure compliance with federal, state, and local regulations.

The GM shall not routinely serve as a driver; backup driving is allowed only under rare, unforeseen circumstances and may not exceed 5% of scheduled hours or nine hours per month without prior CITY approval. CONTRACTOR must obtain CITY consent before replacing the GM. No more than two CONTRACTOR-initiated GM changes are allowed; each additional GM replacement incurs a \$1,000 assessment. GM performance will be reviewed regularly by the CITY or jointly with CONTRACTOR, and CITY may request reassignment if performance is unsatisfactory.

Training and Safety Manager:

The Training and Safety Manager is responsible for implementing and maintaining all operator training and safety programs, including new-hire and refresher training, defensive driving, safety meetings, and emergency preparedness. Minimum qualifications include TSI certification, three years of instructional experience, a valid Class A or B California license with passenger endorsement, and Verified Transit Training (VTT).

The Training and Safety Manager reports to the GM, coordinates regularly with CITY staff on training outcomes, safety trends, and corrective actions, and maintains all training records for CITY review. Routine driving is not permitted; backup driving is allowed only under rare, unforeseen circumstances and must comply with the same limits as the GM. CITY reserves the right to evaluate performance and request reassignment if necessary.

Road Supervisor:

The Road Supervisor is responsible for field oversight of transit operations, monitoring service quality, safety compliance, operator support, incident and accident reporting, ride checks, and customer service. The Road Supervisor reports to the GM and coordinates with CITY staff on operational issues, documentation, and corrective actions.

The Road Supervisor shall not routinely drive; backup driving is permitted only under rare, unforeseen circumstances and must comply with the same limits as the GM. Documentation of incidents, ride checks, audits, and operational adjustments must be maintained and made available to CITY upon request. CITY may evaluate performance and request reassignment if necessary.

General Requirements for All Key Personnel:

- Must disclose any potential conflicts of interest.
- Must ensure compliance with all applicable federal, state, and local laws, regulations, and safety requirements.
- Must be reachable during work hours for operational, safety, and training matters.
- CONTRACTOR is responsible for continuity of all Key Personnel and must designate qualified alternates for any absences or terminations, subject to CITY approval.

5.2 Key Staff Vacancies and Changes

The CONTRACTOR shall ensure continuity of all Key Personnel: General Manager (GM), Training and Safety Manager, and Road Supervisor. Any vacancy or replacement in these

positions must receive prior written approval from the CITY. CONTRACTOR must submit the proposed replacement's resume and qualifications for CITY review and, if required, participate in an oral interview. CITY will respond within ten (10) working days. Interim personnel may be assigned with CITY approval until a permanent replacement is in place and must comply with all Key Personnel responsibilities, including driving limits.

In the event of a vacancy due to CONTRACTOR negligence or extended absence, CONTRACTOR shall pay the daily compensation (salary plus benefits) of the vacant position and CITY may also assess a penalty of up to \$500 per day at CITY's discretion. Penalties continue until the permanent replacement is approved and able to perform at a level reasonably equivalent to the predecessor, for up to 90 days. For the GM, any replacement beyond the second CONTRACTOR-initiated change shall incur an additional \$1,000 assessment. CITY reserves the right to waive or reduce penalties based on circumstances, and all onboarding and training costs for the replacement are the responsibility of CONTRACTOR.

Absences protected under federal or state law (e.g., FMLA) are exempt from penalties; however, CONTRACTOR must still provide an approved interim replacement to maintain continuity. This section is intended to ensure operational continuity, protect CITY's investment in transit services, and compensate CITY for disruptions caused by long-term vacancies or repeated Key Staff changes.

5.3 Employee Selection and Performance

CONTRACTOR shall furnish all vehicle operators, service/utility workers, vehicle detailers, dispatchers, road supervisors, reservationists, administrative personnel, management and any other personnel services necessary for providing Lodi Transit services as described in this RFP, Scope of Work and Agreement.

CONTRACTOR shall develop, implement, and maintain a drug and alcohol testing program compliant with 49 CFR Part 40 program requirements. The drug and alcohol testing program shall be subject to CITY approval and for all employees in safety-sensitive positions including personnel engaged in the operation and control of transit vehicles and equipment. Such program will meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Testing Act of 1991 and related supplements and amendments.

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

CONTRACTOR shall be responsible to recruit a sufficient number of bilingual (Spanish and English) employees to ensure that bilingual telephone information personnel are available both weekdays and weekends during operating hours as outlined in **Subsection 3.4 - Operation Service Hours and Days** of this Scope of Services. CONTRACTOR shall attempt to increase bilingual capabilities during future hiring for the dispatching and reservationist positions.

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

CONTRACTOR shall be solely responsible for performance of its employees and shall take appropriate action to ensure employees perform in a professional and acceptable manner. This shall include the regular practice of ride checks and a CONTRACTOR provided monitoring system to assess operator performance. CONTRACTOR is responsible for ongoing supervision of all staff, random spot checks of employee conduct and performance, and documentation of oversight efforts. CONTRACTOR must identify deficiencies through monitoring, retrain employees when performance falls below standards, maintain training records and make them available to CITY. CONTRACTOR is responsible for disciplining or removing underperforming and non-compliant employees.

Upon written demand of CITY, CONTRACTOR shall immediately remove ANY employees whom CITY considers unsuitable for such work from activities associated with this AGREEMENT. Removed employees must be replaced within twenty-four (24) hours or as agreed to between CITY and CONTRACTOR.

CONTRACTOR to submit and maintain a written Employee Oversight and Quality Assurance Plan, subject to CITY approval.

CITY will conduct independent audits or ride checks, but such actions do not relieve CONTRACTOR of its sole responsibility for the quality and conduct of its personnel.

5.4 Vehicle Operator Hiring Requirements

Vehicle operator hiring requirements can be found as **Attachment 24 - Employee Selection, Hiring, Background Checks, and Drug & Alcohol Program.**

5.5 Dispatcher Hiring Requirements

As a part of Dispatcher Recruitment, CITY requires the following qualifications for employment:

- ✓ Six (6) months recent experience as a fixed-route or paratransit operator or previous dispatching experience.
- ✓ Completion of the driver-training program. (Compliance with above Vehicle Operator qualifications.)
- ✓ Completion of CONTRACTOR'S Customer Service Skills course.
- ✓ Completion of CONTRACTOR'S Dispatch Training/Mentor Program.

CONTRACTOR shall ensure that all dispatch and scheduling personnel are trained to proficiency in the requirements of the Service Criteria for Complementary Paratransit Service as outlined in Title 49 Parts 37 and 38 of the Code of Federal Regulations, (as amended October 2011), before being assigned to CONTRACTOR'S Communications Center, and shall ensure that ongoing mechanisms are in place for the evaluation of Dispatcher/Scheduler performance, education, and training.

CONTRACTOR shall ensure that all dispatch personnel are trained to proficiency in basic customer service techniques and shall ensure that such personnel have a comprehensive understanding of all policies and procedures that are associated with all programs specified within this scope of work. Dispatchers must maintain clear and professional communication with vehicle operators and other staff.

CONTRACTOR shall be responsible for utilizing CITY's ITS and communication systems and training dispatchers throughout the Contract Term. **CITY does not currently have a fully operational ITS system** but will procure and implement a new ITS during the term of this Contract. CONTRACTOR shall fully cooperate in the setup, testing, and implementation of the new ITS system.

Training for dispatchers shall include:

- Purpose, objectives, capabilities, and key features of the ITS and communication systems.
- Procedures for monitoring service performance, including late trips, early departures, time point no-shows, late log-ins, early log-offs, and service-related accidents or incidents.
- Procedures for dispatcher login in the event of operator system failure.
- Requirements for maintaining Daily Logs of all occurrences.

CONTRACTOR shall provide ongoing training to ensure dispatchers are proficient with all relevant software and hardware tools (e.g., radio systems, scheduling software) and maintain current skills throughout the Contract Term.

Additionally, CONTRACTOR shall be responsible for providing **on-time performance tracking** for both **Dial-A-Ride (DAR) and Fixed Route (FR) services** and reporting this data to CITY in accordance with CITY requirements.

During regular business hours, CITY must be immediately notified regarding accidents, passenger injuries, police activity involving CITY revenue vehicles or passengers, and CONTRACTOR's employees. Dispatchers play a key role during emergencies, dispatchers shall be trained and prepared to execute emergency communication protocols and assist in coordinating response efforts in collaboration with CITY personnel during incidents involving transit operations.

Dispatchers must be available to work flexible schedules, including evenings, weekends, and holidays, and provide coverage as needed for breaks or absences of other staff. Dispatchers shall be prepared and available to provide backup customer service support as needed, including answering customer phone inquiries and assisting lobby visitors during periods of high volume or when customer service representatives are occupied. This requirement is necessary due to the Dispatcher's physical location in the main lobby and the need to maintain excellent customer service standards at all times.

Dispatchers shall maintain confidentiality of sensitive CITY and passenger information in accordance with applicable laws and CITY policies.

5.6 Background Check

CONTRACTOR shall implement thorough employee screening and selection procedures to ensure the hiring of the most qualified candidates, with emphasis on competence, courtesy, reliability, and strong customer service skills. Employees must be able to communicate effectively in English with customers and complete written reports accurately and legibly. Screening procedures shall include, but are not limited to: verification of driving records through the California Department of Motor Vehicles, pre-employment physical examinations, drug and alcohol testing, and criminal background checks conducted via Live Scan fingerprinting through the Department of Justice and/or FBI.

Complete details regarding background checks, employee selection, hiring procedures, and drug and alcohol testing are provided in **Attachment 24 – Employee Selection, Hiring, Background Checks, and Drug & Alcohol Program**.

5.7 Drug and Alcohol Program

CONTRACTOR shall implement and maintain a comprehensive Drug and Alcohol Program for all employees performing safety-sensitive functions under this Agreement in compliance with 49 CFR Part 40, 49 CFR Part 655, and all applicable federal, state, and local laws. The program shall ensure the safety of operations, protect the public, and support CITY operational requirements. CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing for all safety-sensitive employees. Random testing shall meet or exceed FTA-mandated minimum annual rates and be conducted using a scientifically valid, unbiased selection method. CONTRACTOR shall identify and use a certified testing facility for all testing. Any safety-sensitive employee who fails or violates a drug or alcohol test shall be permanently removed from safety-sensitive duties.

CONTRACTOR shall provide training and education on drug and alcohol policies to all employees and supervisors, including Reasonable Suspicion Training for supervisors, in accordance with applicable federal regulations. Records of all training, testing, and disciplinary actions shall be maintained confidentially and made available to CITY upon request. CONTRACTOR shall ensure proper use of Custody and Control Forms (CCFs) and maintain full chain-of-custody documentation for all tests.

All employees operating CITY vehicles shall be enrolled in the California DMV Employer Pull Notice (EPN) program or an equivalent system (e.g., Samba). CONTRACTOR shall immediately notify CITY of any adverse driving record events affecting safety-sensitive eligibility, including DUI charges or convictions, license suspensions or revocations, at-fault accidents, or moving violations. CONTRACTOR shall take appropriate actions, including removal from safety-sensitive duties, in response to such notifications.

If subcontractors perform safety-sensitive duties, CONTRACTOR shall ensure full compliance with the Drug and Alcohol Program requirements and shall remain responsible for monitoring, documentation, and enforcement of subcontractor compliance. CONTRACTOR shall submit all required Drug and Alcohol MIS reports to CITY in accordance with FTA deadlines. CITY reserves the right to audit, inspect, or request documentation regarding CONTRACTOR's Drug and Alcohol Program at any time to verify compliance with federal, state, and local regulations and the terms of this Agreement.

CONTRACTOR shall ensure that all records, documentation, and reports related to the Drug and Alcohol Program are made available to CITY in a timely manner to support FTA or other applicable federal, state, or local audits and inspections. More information can be found in **Attachment 24 - Employee Selection, Hiring, Background Checks, and Drug & Alcohol Program**.

6. TRAINING REQUIREMENTS

CONTRACTOR shall develop, implement, and maintain a comprehensive training and retraining program for all employees assigned to CITY services, subject to review and approval by CITY. The program shall apply to operators, dispatchers, telephone information personnel, supervisors, and any other personnel whose duties may impact transit operations. An outline of the training program, including updates, shall be maintained on file in the office of the CITY Transportation Manager.

The training program shall provide new employees with classroom instruction, behind-the-wheel

training under a certified instructor, and in-service training, covering, at a minimum, applicable laws and regulations, defensive driving practices, accident and incident procedures, radio procedures, fare collection, video surveillance, vehicle inspection and care, customer relations, and passenger conduct. Operators shall be trained to operate all vehicle types and mobility aid equipment used in fixed-route, Dial-A-Ride, and VineLine paratransit services, including ramps, pulleys, and securement systems.

All operators shall receive specialized training in the proper handling and securement of wheelchairs and mobility devices, passenger assistance techniques, sensitivity training, de-escalation strategies, and procedures for safely denying service only when justified by safety or policy considerations. CONTRACTOR shall ensure employees understand ADA requirements, including boarding and alighting protocols, safe handling of service animals, and proper documentation and reporting of passenger denials or incidents. Operators shall also receive training on ramp failures, emergency response, and passenger evacuation procedures.

CONTRACTOR shall maintain ongoing refresher training at least annually, including updates for regulatory, technological, or operational changes. Training shall be evaluated through written and practical assessments to verify competency. Training records, including attendance, evaluations, and certifications, shall be retained for a minimum of five years and made available to CITY promptly upon request for audits or review. CONTRACTOR shall ensure all subcontractors performing safety-sensitive functions comply fully with these training requirements.

Additionally, CONTRACTOR shall provide a comprehensive OPERATOR'S MANUAL to all applicable staff and CITY, covering policies, procedures, forms, and protocols related to operations, safety, and customer service. CONTRACTOR shall also provide CITY with timely access to all training materials and records as needed for compliance verification, audits, and operational oversight.

6.1 Initial Operator Training

All operators shall complete a formal training program prior to being placed in service. Initial training shall include the Verification of Transit Training (VTT) program, as required by the California DMV for transit/paratransit operators, with a minimum of forty (40) hours of classroom instruction. Topics shall include, but are not limited to:

- Pre-trip inspection procedures
- Schedule & Map reading
- Farebox operation: logging on, fare categories, transfers, and passes
- Recording data for National Transit Database (NTD), including vehicle, trip, route, and mileage information, and CITY-specific reporting requirements.
- Use of manifests for VineLine/Dial-A-Ride, including Mobile Data Terminals (MDT), tablets, or equivalent systems.
- MDT system functions: log-on, arrivals, departures, cancellations, no-shows, and dispatch procedures
- On-time performance tracking
- Understanding and responding to detours
- Bicycle rack deployment
- Accident and incident procedures, including emergency response protocols and reporting
- Defensive driving techniques
- Layover and relief procedures
- Effective customer service practices, de-escalation, and conflict resolution
- Passenger relations, including handling difficult passengers professionally

- ADA and sensitivity training: assisting elderly and disabled passengers, securement procedures, pulley system and ramp usage, and compliance with ADA regulations

OSHA-complaint Bloodborne Pathogens Exposure Control Plan Passenger assistance techniques and mobility device handling and securement In addition, a minimum of twenty (20) hours of individual behind-the-wheel training shall be conducted by a qualified trainer. “Individual behind-the-wheel” means one-on-one instruction with the trainee actively operating the vehicle under direct supervision.

Operators must demonstrate competence through both written and practical examinations before being approved for revenue service. Training records shall be maintained and made available to CITY upon request.

6.2 City-Provided Training

CONTRACTOR shall participate in, and make provisions for, CITY to schedule and provide the following training to CONTRACTOR staff as necessary and pertinent throughout the term of this agreement:

- **Title VI:** CITY shall provide annual training to CONTRACTOR staff in compliance with Title VI requirements of the Civil Rights Act of 1964 and related nondiscrimination requirements.
- **PTASP:** CITY shall provide annual refresher training about the Public Transportation Agency Safety Plan (PTASP). CONTRACTOR shall participate in annual review and any required updates to the plan.
- **ITS:** CITY shall provide dispatchers and operators with training on fixed route Intelligent Transportation System (ITS) functionality including.
- **Safe Place Program:** CITY shall provide training on the Safe Place Program, including procedures for recognizing and assisting youth or vulnerable individuals seeking help, how to respond appropriately, and steps for notifying appropriate authorities or resources.
- **Mobile Ticketing Validation:** Training on use and troubleshooting of CITY’s mobile fare validation technology
- **GFI Farebox:** CITY shall provide CONTRACTOR managers with training on GFI Farebox operation including: cashbox, reporting software, farebox probing procedures, fare media installation & usage, and any other components necessary for full farebox functionality.
- **Fueling:** CITY shall provide initial and annual refresher fuel island training to CONTRACTOR personnel assigned to fuel CITY-owned vehicles. CONTRACTOR and its personnel shall follow all CITY procedures for fueling vehicles, fuel island malfunctions and mishaps.
- **Critical Incident Response:** Critical Incidents could include accidents, natural disasters, sabotage, civil unrest, active shooter, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. And successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.
- **Additional Training:** CITY reserves the right to provide additional training not listed herein, but presented during the course of the contract term.

CONTRACTOR shall ensure all required personnel attend CITY-provided training sessions and integrate the learned procedures into operations. CONTRACTOR shall track and maintain attendance records for all CITY-provided trainings and make those records available to CITY upon request. CITY may require CONTRACTOR to provide equivalent training to newly hired staff within a reasonable period following their hire date

6.3 Refresher Operator Training

On an annual basis, CONTRACTOR shall conduct a minimum of eight (8) hours of refresher training for each operator, in accordance with DMV requirements for maintaining Verification of Transit Training (VTT) certification. The refresher training shall include, but is not limited to, farebox retraining, effective customer service practices, and updates to CITY policies and procedures. In addition, the training shall cover defensive driving techniques; ADA regulations and sensitivity training; proper mobile device handling, pulley system, and securement procedures; passenger conduct and conflict de-escalation; emergency and accident response procedures; the Safe Place Program; and any relevant changes in transit regulations or service policies.

CONTRACTOR shall document all refresher training, including dates, topics, trainer names, and attendee signatures. These records shall be maintained for audit purposes and provided to CITY upon request. CONTRACTOR shall also ensure that all VTT certifications remain current and submit appropriate documentation to the DMV as required.

6.4 Special Retraining

CONTRACTOR shall provide special retraining for any operator involved in a preventable accident, who fails to follow proper procedures, becomes lost on route, or misuses equipment. Retraining shall also be provided for operators returning from an extended leave of absence or who have changed their route assignment due to bid selection, as needed to ensure operational proficiency.

Additionally, refresher training shall be conducted on an as-needed basis for any staff who receives a valid or multiple customer service complaint(s), commits a safety violation, or demonstrates behavior inconsistent with CITY's service standards. In such cases, CONTRACTOR shall review and reinforce customer service practices and related procedures to ensure corrective action and performance improvement.

7. CITY VEHICLES: OPERATION, EQUIPMENT, AND SAFETY REQUIREMENTS

CITY shall provide CONTRACTOR the vehicles and equipment set forth in **Attachment 8 – Fleet Inventory & ZEB Rollout Plan**, and **Attachment 8– Technology Overview**. These vehicles and equipment shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing, by CITY.

CONTRACTOR will use due diligence to maintain CITY's vehicles in a clean, orderly, and safe manner and in accordance with CITY standards and this Scope of Work. CITY shall have the right to inspect, at any and all times, CITY-provided equipment to verify CONTRACTOR compliance with the foregoing. This provision shall also apply to any facilities or equipment, including leased equipment, used by CONTRACTOR for backup service. See **Section 16 - BUS CLEANING AND**

APPEARANCE STANDARDS for more information.

CONTRACTOR shall ensure that all CITY vehicles are properly stocked with the required safety equipment, including, but not limited to, first aid kits, fire extinguishers, spill kits, and any other emergency equipment mandated by the CITY or applicable regulations. The CITY shall maintain fire extinguishers on an annual basis, while the CONTRACTOR is responsible for ensuring they are present, properly mounted, charged, and within current inspection dates at all times. CONTRACTOR shall also restock and maintain first aid kits and spill kits, conduct daily pre-trip inspections, and perform regular audits to verify the presence and functionality of all safety equipment. Documentation of all inspections, maintenance, and inventory shall be maintained and provided to CITY upon request, and any deficiencies, malfunctions, or missing equipment shall be promptly reported. Additionally, CONTRACTOR shall ensure that vehicle operators are trained in the location and proper use of all emergency equipment. All safety equipment shall be kept in good working order and in full compliance with California Highway Patrol (CHP) regulations and CITY policy at all times.

CONTRACTOR shall ensure that sufficient spare vehicles are inspected and ready to place into revenue service for both fixed route and Dial-A-Ride services, if needed, to ensure that there are no delays in scheduled revenue service.

Operation of vehicles utilized by CONTRACTOR in the performance of this Agreement shall comply with all applicable Federal, State, and local laws and regulations governing vehicles used for common carrier passenger transportation.

All CITY vehicles are equipped with wheelchair ramps and many are equipped with pulley systems. CONTRACTOR shall ensure these accessibility devices are offered to passengers who may require them and are deployed whenever requested. If a passenger's wheelchair is too heavy to safely push manually, the operator must utilize the pulley system where available.

CITY will provide a single computer workstation, including tower and monitor, for reviewing security footage, as well as an automated farebox computer system, which includes a primary workstation computer, and any associated auxiliary equipment (for Farebox system use only). CITY will also provide a secured farebox vault and office furniture. For a complete inventory of provided furniture, see **Attachment 7– Equipment Inventory**.

CITY will provide camera system on all CITY vehicles to be operated by CONTRACTOR to monitor unusual events (e.g., accidents, incidents, etc.). CITY will be responsible for security camera installation. CITY will install all technology on vehicles, including technology CONTRACTOR provides, unless special arrangements are made and approved by CITY in advance.

CONTRACTOR shall be responsible for utilizing CITY's ITS and communication systems and training dispatchers throughout the Contract Term. **CITY does not currently have a fully operational ITS system** but will procure and implement a new ITS during the term of this Contract. CONTRACTOR shall fully cooperate in the setup, testing, and implementation of the new ITS system.

Training for dispatchers shall include:

- Purpose, objectives, capabilities, and key features of the ITS and communication systems.
- Procedures for monitoring service performance, including late trips, early departures, time point no-shows, late log-ins, early log-offs, and service-related accidents or incidents.
- Procedures for dispatcher login in the event of operator system failure.
- Requirements for maintaining Daily Logs of all occurrences.

CONTRACTOR shall provide ongoing training to ensure dispatchers are proficient with all relevant software and hardware tools (e.g., radio systems, scheduling software) and maintain current skills throughout the Contract Term.

Additionally, CONTRACTOR shall be responsible for providing **on-time performance tracking** for both **Dial-A-Ride (DAR) and Fixed Route (FR) services** and reporting this data to CITY in accordance with CITY requirements.

All data collected or stored using CONTRACTOR owned or controlled technology in the course of CITY Transit operations shall be the sole property of the CITY, and CITY shall dictate to CONTRACTOR how such data shall be provided to CITY upon its request. CONTRACTOR shall further retain such data for an amount of time specified by CITY.

CITY will retain the right to dictate the location of any equipment placed on CITY vehicles and/or facilities, and CITY equipment shall have priority consideration with regards to its placement. No modifications to CITY vehicles, equipment or facilities will be permitted without written authorization from CITY'S Transportation Manager.

CITY also reserves the right to dictate what vehicle type may be used on a specific service (local fixed route, paratransit). Furthermore, CITY reserves the right to determine how many vehicles may be used for revenue service and/or on a CITY route. If CONTRACTOR deems additional vehicles beyond the number permitted are needed to provide service, CONTRACTOR must notify CITY in advance, in writing prior to implementation.

CONTRACTOR shall not install equipment or make any minor or major alterations to any CITY-owned equipment without prior written consent of CITY'S Transportation Manager. Any installation of CONTRACTOR equipment, including modifications or alterations to CITY-owned vehicles or equipment shall be performed by CITY at CONTRACTOR expense. CONTRACTOR shall not post any notices, announcements or other materials in or on CITY-owned equipment unless approved by CITY.

CITY shall have the right to inspect, at any time, without prior notice all CITY-provided facilities or equipment. CONTRACTOR shall correct any problems, within twenty-four (24) hours of written notification by CITY if the problem can be corrected within such time. If the situation is not correctable within twenty-four (24) hours, then arrangements for correction shall commence within that period, and the correction completed expeditiously thereafter. CONTRACTOR is responsible for notifying CITY immediately of any maintenance safety violations for correction.

If CONTRACTOR fails to correct a problem after receiving CITY notification, CITY may, at its discretion, make corrections and shall charge the actual reasonable cost to CONTRACTOR for these corrections. CITY may deduct these charges from any amount due or that may become due to CONTRACTOR under this Agreement.

CONTRACTOR shall be responsible for ensuring that all CITY-provided equipment, including technology systems, fareboxes, safety devices, and auxiliary equipment, is properly secured and protected during operation, storage, and non-revenue hours. Any damage, malfunctions, or irregularities shall be reported to CITY immediately. CONTRACTOR shall not attempt repairs or modifications unless authorized in writing by CITY.

CONTRACTOR shall be liable for any damage to CITY vehicles or equipment resulting from misuse, negligence, or failure to adhere to CITY policies and procedures. CONTRACTOR shall

ensure all vehicles and equipment are covered under insurance policies as required in this Agreement. CONTRACTOR shall be responsible for the security and safekeeping of all CITY-provided technology and equipment while under their control. Loss, theft, or damage must be reported to CITY immediately, and replacement costs may be charged to CONTRACTOR if negligence is determined. CONTRACTOR shall notify CITY within 24 hours of any failure, malfunction, or irregularity in CITY-provided technology or equipment that affects service performance, safety, or data collection. CONTRACTOR shall ensure that all operators have access to and are properly trained in the use of CITY-provided equipment, fareboxes, radios, and safety devices. CONTRACTOR shall treat all data collected through CITY-provided or CONTRACTOR-controlled systems as confidential and shall not disclose such data to third parties without CITY’s written consent, except as required by law.

In the event that the City’s fueling facility is temporarily out of service, each bus will be assigned a City-provided fueling payment card. These cards are to be used solely for authorized revenue vehicle fueling as outlined in the Scope of Services. Use of the fueling cards must be approved by the City.

The City will monitor all charges and will seek reimbursement from the CONTRACTOR for any unauthorized transactions. Lost or stolen fueling cards will be replaced at the CONTRACTOR’s expense.

The CONTRACTOR must properly track, secure, and manage all fueling cards through a documented check-out/check-in process. Only designated personnel may use the fueling payment cards. Employees must not share PIN numbers or driver Prompt IDs with each other. Each employee authorized to use a fueling card must sign an Authorization and Acknowledgment Form acknowledging these requirements.

The CONTRACTOR must maintain fueling records, including date, time, vehicle number, odometer reading, and gallons purchased, and provide them to the City upon request.

7.1 Zero-Emission Bus (ZEB) Rollout Plan

The ZEB Rollout Plan for the CITY will ensure that the agency has transition its bus fleet to a zero-emission fleet by 2040, in accordance with the California Air Resources (CARB) innovative Clean Transit (ICT) regulation, adopted in December 2018. The CITY will begin with infrastructure modifications in 2018, equipment and installations in 2029 and will begin the purchasing process for ZEB buses by 2029. The complete ZEB Plan that was prepared by ICF Consulting, LLC in 2023 can be found on our website at lodi.gov.

8. VEHICLE OPERATION REQUIREMENTS

8.1 Operator Responsibilities and Procedures

CONTRACTOR shall ensure operators adhere to the following requirements while operating vehicles. Non-compliance may result in assessments as described in Exhibit 8 – Performance & Non-Compliance Assessments.

1. **Vehicle Inspections and Reporting:** Employees must immediately report any vehicle defects. Operators shall perform pre-trip “walk around” and post-trip inspections and complete a daily vehicle inspection form. Any concerns about vehicle safety must be

- resolved with a CONTRACTOR supervisor before placing the vehicle in service (see subsection **23.5 - Daily Vehicle Inspection Reports**).
2. Stop Announcements: In accordance with the ADA (Section 37.167(b)), operators must announce all stops, major transfer points, major intersections, and destinations if the automated stop announcement system is not working properly.
 3. Assistance for Passengers with Disabilities: Operators shall notify dispatch immediately if they are unable to board or alight a passenger with a disability or mobility impairment.
 4. Staffing Levels: CONTRACTOR shall hire and maintain enough qualified operators, including regularly scheduled and relief staff, to provide consistent and reliable service across all CITY operations (fixed route, express, Dial-A-Ride, and ADA Paratransit). Staffing must account for planned and unplanned absences, including sick leave and vacation. Operator shortages shall not result in missed trips, service gaps, or trip denials.
 5. Compliance with Road Laws: Operators shall comply with all local, state, and federal traffic laws, including wearing seatbelts.
 6. Wheelchair Ramps: Operators shall cycle wheelchair ramps during pre-trip inspections. Any ramp failures must be reported immediately to dispatch and CITY Maintenance staff and the vehicle taken out of service. Ramp failures should not delay passengers more than one hour. Manual ramp operation is considered a failure.
 7. Wheelchair Passenger Securement: Operators shall ensure wheelchair passengers are safely secured without compromising the comfort and safety of the passenger or others during the trip.
 8. Passenger Carts: Operators shall verify that passenger carts meet size requirements and are securely fastened during transport.
 9. Lost and Found: Operators shall inspect the vehicle interior at the end of each shift for lost items, tagging each with the date, route number, item description, and operator name. CONTRACTOR shall store items for 60 days before donation or disposal, in a container accessible in the lobby office for public inquiries.
 10. ITS Equipment: Operators shall notify CITY immediately if ITS components (e.g., AVA) are not functioning properly.

In addition, operators must maintain the CITY's high standards for customer service by performing the following duties:

11. Distribute notices to passengers and assist in customer relations, promotions, monitoring, and supervisory tasks.
12. Honor special passes; collect, cancel, or validate passes, tickets, and tokens; issue passes; and collect transfers as directed by CITY.
13. Treat all passengers with courtesy, respect, kindness, and sensitivity.
14. Verify cash fares deposited in fareboxes without handling money directly.
15. Record ridership counts by passenger category using automated fareboxes or CITY-approved procedures.
16. Assist with the distribution and collection of surveys or other data as needed.
17. Proactively communicate with passengers regarding unscheduled stops, recovery points, operator changes, or service interruptions, including estimated duration.
18. Answer passenger questions clearly and politely about fixed routes, transfer options, major destinations, or points of interest, and consult dispatch if needed.
19. Provide feedback to CITY on on-route issues affecting transit, such as damaged or unkempt bus stops, graffiti, vandalism, road construction, or unsafe conditions.
20. Keep an accurate timepiece on board, set daily to Pacific Standard Time.
21. Update destination signs as required.

22. Load schedule holders daily before pull-out or the start of an assignment with schedules, rider notifications, and other information as directed by CITY.
23. Collect passenger survey data and other requested information.
24. Assist passengers during boarding or alighting when requested.
25. Immediately report all accidents, safety incidents, passenger injuries, altercations, or disturbances to dispatch and complete required documentation.
26. Handle fare disputes or disruptive passengers without escalation, following CONTRACTOR protocol and consulting dispatch for next steps.
27. Avoid any activity that could distract from safe vehicle operation, including texting, personal phone use, eating, smoking, or using personal electronic devices while the vehicle is in motion or passengers are onboard. Violations may result in disciplinary action under **Attachment 11 – Performance & Non-Compliance Assessments**.
28. Maintain professionalism and confidentiality when interacting with the public; do not share personal or sensitive passenger information.
29. Do not leave the vehicle unattended while passengers are onboard, except in emergencies or with dispatcher approval.

8.2 Preventable Incidents and Accidents

CONTRACTOR shall be liable for the cost of repairing or replacing any physical or mechanical damage to CITY vehicles caused by CONTRACTOR negligence, fault, or poor judgment. This liability shall apply up to the CITY's insurance deductible of \$25,000 per incident. This includes any incident or accident determined by CITY to be "preventable," as defined in **Attachment 12 – Preventable Incident Definitions**. The CITY shall have sole discretion in determining whether an incident or accident is considered preventable, based on available evidence including video footage, witness statements, police reports, or other documentation.

In cases of repeated incidents or gross negligence, CONTRACTOR may be subject to additional assessments or remedies as provided in this Agreement or under applicable law.

CONTRACTOR shall immediately report any and all incidents, accidents, or equipment damage to CITY, and shall cooperate fully with CITY in any subsequent investigation. CONTRACTOR shall also conduct an internal investigation and provide CITY with a written incident report within 24 hours of the event, unless otherwise approved by CITY.

In cases where third-party negligence is suspected, CONTRACTOR shall assist CITY in the subrogation or recovery process. However, CONTRACTOR shall not be relieved of its responsibility under this section unless and until third-party liability has been confirmed and payment has been received by CITY.

The CITY shall not be responsible for any traffic citations, parking violations, or other penalties issued to any CONTRACTOR employee. CONTRACTOR shall be solely responsible for all costs and consequences arising from such violations.

CONTRACTOR shall provide immediate retraining to any operator involved in a preventable incident or accident, consistent with subsection **6.4 – Special Retraining**.

9. EMPLOYEE CONDUCT AND COMPLIANCE ASSESSMENTS

CONTRACTOR shall ensure all employees comply with the following General Rules to maintain safe, efficient, reliable, and professional transit operations. Non-compliance may result in monetary assessments as outlined in **Attachment 11 – Performance & Non-Compliance Assessments**. CITY will provide written notice of any infraction, and CONTRACTOR has five (5) business days to respond with evidence before finalizing an assessment. Repeated violations may result in increased penalties or corrective actions, including removal of employees from CITY service.

Key Rules (summary)

- **Vehicle Operation & Safety:** Employees must operate vehicles safely, follow road and seatbelt laws, maintain vehicle condition, properly secure vehicles when unattended, and refrain from unsafe stops or unsafe vehicle use. Wheelchair ramps and pulley systems must be operated only by trained personnel following OEM guidelines. Fueling vehicles with passengers on board is prohibited.
- **Professional Conduct:** Employees must maintain professional appearance and behavior, including hygiene, uniform compliance, and courteous interactions with passengers. Boisterous language, confrontations, or accepting gratuities is prohibited. Confidentiality regarding passengers, incidents, and ADA-related information must be maintained at all times.
- **Customer Service & Accessibility:** Operators must provide assistance to passengers as required, including hands-on support for disabled riders, door-to-door service for Dial-A-Ride and ADA passengers, accurate stop announcements, and clear communication regarding service interruptions or route information. Service animals must be accommodated appropriately.
- **Fare Handling & Technology:** Employees shall use fareboxes and technology systems correctly, without sharing login credentials, handling cash improperly, or tampering with safety or surveillance equipment.
- **Operational Compliance:** Employees may not use personal devices while operating vehicles, eat, drink, smoke, or engage in distractions during service. Unauthorized passengers are prohibited from vehicles, and operators may only drop off passengers at approved stops unless otherwise directed. Unverified hires may work only under supervised training until cleared.
- **Reporting & Documentation:** All incidents, accidents, safety issues, vehicle defects, and suspected fraud must be reported promptly to dispatch or CITY. Lost and found procedures must be followed, and trip modifications and cancellations documented.
- **Monitoring & Oversight:** CITY will monitor staff performance through video, field supervision, customer complaints, and data reporting. CONTRACTOR shall cooperate fully during any investigation or audit.

Assessment Levels: \$50, \$100, and \$500 assessments apply to specific violations as detailed in **Attachment 11**. Full rules and assessment details are included in **Attachment 11**.

10. DISPATCH AND SCHEDULING REQUIREMENTS

CONTRACTOR shall have dispatch and scheduling staff on duty during all revenue service hours. CONTRACTOR shall provide an adequate number of dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with CITY patron demand, and in strict accordance with the operating days and hours set forth in the current CITY schedule. Staffing needs should also take into consideration scheduled and unscheduled absences to ensure that

staff numbers remain adequate even if some staff are on leave or call in sick.

CONTRACTOR shall ensure that all dispatch and scheduling personnel are properly trained and qualified in customer service, emergency procedures, radio protocol, and the operation of CITY-approved scheduling software. Refresher training shall be conducted annually or as needed.

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using VineLine/ Dial-A-Ride buses. The method should be capable of accommodating both advance reservations and requests for immediate service and of integrating all demand for service into efficient vehicle tours which maximize productivity and assure service quality to levels prescribed in this Scope of Work. Only computer-assisted scheduling systems are acceptable.

CONTRACTOR shall provide an adequate fixed number of persons to staff the VineLine/ Dial-A-Ride scheduling and system vehicle dispatching functions. These persons shall also be responsible for maintaining two-way radio communication with all vehicles in service and for maintaining the daily dispatch log to be proposed by CONTRACTOR.

CONTRACTOR shall prioritize ADA-eligible passengers in compliance with ADA guidelines and ensure that all scheduled trips meet CITY's on-time performance standards.

CONTRACTOR shall monitor real-time conditions and proactively adjust vehicle assignments, routes, or trip groupings to respond to traffic delays, vehicle breakdowns, cancellations, or other unforeseen events. CONTRACTOR shall notify CITY immediately of any major service interruptions or persistent scheduling challenges.

CITY shall track key call center metrics, including call volume, average call wait time, abandonment rate, and average call duration.

CONTRACTOR shall ensure that dispatch and scheduling workstations are equipped with CITY-approved software, secure internet access, and appropriate hardware to enable efficient operations. Any downtime or technology failures shall be reported to CITY immediately, and backup processes shall be implemented to avoid service disruption.

CONTRACTOR shall ensure CITY staff have access to real-time scheduling data and dispatch records as needed. All dispatch logs and trip assignment data shall be retained for a minimum of three (3) years and made available for CITY audit or review upon request.

10.1 Dispatch Log

Dispatchers will be required to keep a daily dispatch log, which shall be submitted to CITY in accordance with the requirements outlined in subsection **23.1 – Daily and Weekly Operational Reports**, which shall include, but not be limited to:

- Vehicle assignment
- Operator assignment
- Pull-out and Pull-in times
- Late trips and missed trips, including reason(s) and corrective actions taken
- Vehicle Breakdowns List and Road calls, including time, location, and resolution
- Emergency incidents, including accidents, injuries, medical events, or law enforcement involvement. All other incidents or dispatch calls that include, but are limited to, passenger

issues, confrontations, occurrences, or other unexpected occurrences that vary from normal or expected system operation.

- Any deviation from the published schedule or service route
- All service disruptions, delays, or detours (planned or unplanned)
- Passenger issues or behavior incidents, including confrontations, complaints, or assistance requests
- Operator call-ins or absences and coverage actions taken
- Safety-related concerns reported or observed during service hours
- Equipment malfunctions (farebox, AVL, ramp, etc.)

The dispatch log shall be accurate, legible, and submitted to CITY staff according to the schedule prescribed by CITY. A complete summary of dispatch log data shall also be included with the monthly report submissions.

10.2 Communications and Scheduling Personnel

Dispatchers shall communicate to the operators via two-way radio. Dispatchers shall respond to requests to talk in the order received, unless a priority request is communicated. In that case, the priority request shall take precedence over the other requests. In addition, dispatchers shall record in the daily log operator reported incidents of passengers failing to pay their fare.

CONTRACTOR'S communications and scheduling staff must be trained to proficiency and scheduled to process the volume of incoming telephone requests for DAR and ADA paratransit services. This includes:

- Accurately recording passenger trip information
- Monitoring on-time performance
- Appropriately dispatching vehicles
- Applying eligibility standards for trip scheduling
- Communicating effectively with operators and passengers
- ADA one hour and priority
- Properly tracking denials

All incoming and outgoing telephone calls related to dispatch and scheduling will be recorded.

CONTRACTOR must train dispatch and scheduling personnel in the use of:

- California Relay Service to provide access for people with hearing or speech impairments.
- CITY-provided Language Line Services for communication with passengers who speak languages other than English

CONTRACTOR shall have sufficient reservationists on duty at all times to ensure that telephone "wait" or "on hold" time(s) do not exceed three (3) minutes on ninety-five percent (95%) of all calls.

- Automatic answering devices or Interactive Voice Recognition (IVR) systems may be substituted for normal reservation taking; however, CONTRACTOR must implement a means for passengers to speak directly with a qualified representative to coordinate pick-up/drop-off or other service related information. During working hours, CONTRACTOR must respond to passengers' voicemail trip requests no more than one hour after the voicemail is left. For voicemail trip requests left during non-working hours, CONTRACTOR must respond by the next working day. All messaging systems (e.g., telephone) will

provide information in both English and Spanish.

- CONTRACTOR will observe and enforce trip-by-trip eligibility and will only schedule trips that meet the criteria for eligibility. CONTRACTOR is responsible for accurately determining whether a requested trip meets trip eligibility requirements. If a trip request meets eligibility requirements at either the pick-up or drop-off location, it should be scheduled.
- All communications and scheduling personnel shall maintain a professional, courteous demeanor and follow CITY-prescribed customer service protocols when interacting with passengers, caregivers, or other parties.

CITY reserves the right to monitor, audit, or review dispatch recordings, logs, or other communications-related documentation to ensure compliance with all requirements of this section.

10.3 Telephone Reservations; Customer Contact Standards

CONTRACTOR shall provide sufficient staff to manage dedicated service request lines and the Transit Station customer lobby. If CITY determines that excessive calls are placed on hold due to insufficient staffing, CONTRACTOR shall add personnel or provide retraining to meet service standards.

FTA guidance requires minimal telephone wait times. Accordingly, CONTRACTOR shall meet the following requirements:

1. **Call Response Standards:**
 - 95% of calls must be answered within three (3) minutes. Best practice is to answer within the first three rings.
 - Secondary holds should be avoided. If unavoidable, the caller must be checked on at least once per minute.
 - Busy signals shall be avoided; the CITY's ACD and 8x8 phone system will monitor call volume and response times.
2. **Telephone System and Coverage:**
 - CITY provides the phone system, lines, and automated services for trip reservations, information requests, and complaints.
 - Automated systems must allow callers to leave messages or switch to a live agent during business hours.
 - CONTRACTOR shall maintain out-of-office messages and respond to voicemail within one hour during business hours, or by noon the next business day for after-hours messages.
 - Calls must be answered professionally: "Good morning/afternoon/evening, Lodi Transit, this is [first name], how may I help you?"
3. **Staffing and Language Requirements:**
 - Communications and scheduling staff must communicate service-related information effectively in English. Bilingual English/Spanish personnel must be available during all business hours.
 - CONTRACTOR shall ensure adequate staffing at the customer lobby counter at all times.
4. **Trip Requests and Call Handling:**

- No limits shall be placed on the number of trips a caller may schedule per call.
 - ADA paratransit trip requests must be negotiated within one hour before or after the requested travel time.
 - Call transfers must be completed by the original call-taker or the caller informed when and how they will be contacted.
- 5. Reporting and Documentation:**
- All incoming and outgoing dispatch and scheduling calls shall be recorded.
 - CONTRACTOR shall log, investigate, and resolve complaints within five (5) business days and provide status updates to CITY staff.
 - Unusual conditions or required maintenance issues shall be reported promptly to the CITY Transportation Manager

10.4 Pick-up of ADA Paratransit Passengers

The VineLine ADA complementary paratransit service provides door-to-door transportation for ADA-certified passengers. CONTRACTOR shall manage reservations, scheduling, and operations as follows:

- 1. Reservations:**
 - Passengers may schedule trips 1 to 7 days in advance via the reservation line.
 - Pick-up times will be negotiated within one hour before or after the requested time.
 - Subscription (standing) reservations shall continue as specified by CITY.
- 2. Scheduling System:**
 - CONTRACTOR shall use an automated Computer-Aided Dispatch (CAD) system to schedule trips and track on-time performance.
- 3. Automated Reminders:**
 - Passengers shall receive automated reminder calls at least 24 hours before pick-up, in accordance with CITY policy, to confirm trips and reduce no-shows.
- 4. Pick-Up Windows and Notifications:**
 - Vehicles must arrive no earlier than 10 minutes before and no later than 20 minutes after the scheduled pick-up time.
 - Passengers arriving after 20 minutes are considered “late.”
 - Operators arriving early must wait until the 10-minute window before notifying passengers.
 - CONTRACTOR shall notify passengers by phone if a vehicle is expected to be more than 20 minutes late.
- 5. Passenger Assistance and No-Shows:**
 - Operators shall alert passengers upon arrival. Assisted living or medical facility passengers must be at the door.
 - Operators shall wait five (5) minutes; if the passenger does not appear, the trip is a “no-show,” and standard procedures apply.
 - CONTRACTOR must attempt to notify passengers of any changes to pick-up or drop-off times. Missed rides due to unnotified changes will not be counted as no-shows.
- 6. Door-to-Door Assistance:**
 - Operators shall provide the highest reasonable degree of door-to-door assistance, meeting ADA requirements.
 - Vehicles shall park as close as safely possible to passenger origins and destinations, including entering parking lots when needed.

- If waiting at a location is unsafe or impractical, CONTRACTOR shall follow alternate procedures approved by CITY and notify dispatch.

7. Training:

- All operators and dispatch personnel shall be trained in ADA requirements and in providing courteous, respectful service to individuals with disabilities.

11. TICKET AND PASS SALES

CITY shall prepare, purchase, and provide to CONTRACTOR all passes, tickets, transfers, and like fare media required for the transit system operations. CONTRACTOR shall distribute and disseminate such materials in accordance with procedures specified by CITY. CONTRACTOR shall ensure ample supply is distributed and maintained at CITY Finance Department (310 W. Elm Street, Lodi) and other outlets, as specified by CITY.

CONTRACTOR shall staff and operate the reception/ticket sales area in the LODI Transit Station lobby, to include operating credit card machine, selling tickets and passes, distributing printed materials to the public, and providing general customer service to the public.

An Amtrak self-serve ticket sale machine is located in the main lobby of the Transit Station and is provided for free public access, solely under Amtrak's responsibility.

12. FARES; FARE COLLECTION

All fares collected are property of CITY. Fare collection and related security measures shall be the sole responsibility of CONTRACTOR. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons for their appropriate fare classification and shall be deposited by patrons in the automated fareboxes (GFI/Genfare Odyssey) provided by CITY for each vehicle.

CONTRACTOR shall be responsible for determining and verifying each patron's fare classification based on eligibility criteria established by CITY and Access San Joaquin. This includes confirming eligibility for discounted fares, such as those available to ADA-certified passengers, Access Pass holders, seniors, youth, or other qualifying groups as defined by CITY. All passengers who do not qualify for discounted fares shall be charged the general public fare. CONTRACTOR shall ensure that all operators and customer service staff are trained to recognize valid identification, certification, or fare media that entitles a passenger to a reduced fare, and to apply the correct fare accordingly.

CITY reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to CONTRACTOR in writing at least ten (10) days in advance of taking effect. CONTRACTOR shall not deny access to any person paying a valid fare without specific permission by CITY. CONTRACTOR will not issue free passes or any other passes without prior approval of CITY.

CONTRACTOR shall be responsible for the daily probing and emptying of each farebox into the secured Genfare vault located at the Transit Station. CONTRACTOR's counting staff will access vault from secured counting room located in Station North Annex. CONTRACTOR shall provide data collection counting system. Revenue collection and accounting are to be handled by trained personnel, subject to CITY approval, who have passed background checks and received instruction in secure fare handling procedures. CONTRACTOR shall ensure all fare counting and vault activities are recorded by security cameras. CONTRACTOR shall maintain a documented

chain of custody for all farebox cash, including sealed farebox vault bags, time-stamped logs, and personnel signatures for each transfer point.

CONTRACTOR shall, in accordance with a procedure specified by CITY, account for revenues collected on vehicles and deposit them into local bank account designated by CITY for that purpose. CONTRACTOR will faithfully deposit farebox revenue into CITY's account at least three (3) times per week. CONTRACTOR is required to use an armored truck service to transfer revenue from the Transit Station to local bank, located approximately 900 feet away.

CONTRACTOR shall submit detailed fare collection and ridership reconciliation reports to CITY including data from farebox systems, patron counts, and deposit confirmations

CITY reserves the right to audit all fare revenue processes, including vault contents, farebox reports, deposit records, video footage of fare counting (if available), and any supporting documentation maintained by CONTRACTOR.

CONTRACTOR shall compensate CITY for any shortfall in revenues. Shortfalls will be determined based on a comparison of the Automated Farebox revenue report as compared to the patronage report and actual bank deposits. Any overages or unidentified funds discovered during reconciliation shall be reported to CITY immediately and handled according to CITY's fare revenue policy.

If the CITY changes its fare collection technology during the timeframe of this contract, CONTRACTOR shall cooperate with CITY on implementation of procedures for operation and maintenance of new fare collection technology. CONTRACTOR shall participate in training and transition efforts as directed, and any CITY-approved costs incurred by CONTRACTOR may be reimbursed in accordance with contract amendment procedures.

Current fare structure for Fixed Route, Express Route, General Public Dial-A-Ride and VineLine services are provided in their respective passenger schedules, in **Attachment 2 – Bus Schedules and Maps**. CONTRACTOR shall log and forward any fare-related complaints or refund requests to CITY for resolution. CONTRACTOR shall not issue fare refunds without CITY approval.

CONTRACTOR shall train and instruct operators not to engage in confrontational fare enforcement. In cases of non-payment or fare disputes, CONTRACTOR shall follow CITY-approved protocols and report incidents as required. CONTRACTOR shall ensure operators and sales staff are trained to recognize and verify all valid non-cash fare media, including interagency transfers, mobile ticketing, and special passes, per CITY directives

13. SERVICE RELIABILITY & STANDARDS

CONTRACTOR shall provide timely and reliable transit services. This includes picking up all passengers, maintaining trip completion levels, and on-time performance operating levels within the specified arrival and departure times.

Except as otherwise directed by CITY, on time for fixed route means that the bus leaves a scheduled time point no sooner than the scheduled time and no more than five (5) minutes after the scheduled time., CONTRACTOR is responsible for providing system for tracking on-time performance. CONTRACTOR must substantiate validity of their on-time performance to CITY's

satisfaction.

On time for the Dial-a-Ride/VineLine paratransit service means that vehicle arrives at pick-up location no earlier than ten (10) minutes before or twenty (20) minutes after the scheduled pick-up time. Dial-A-Ride/VineLine On-time performance will be closely monitored by CITY and will be computed on a monthly basis by CONTRACTOR.

CONTRACTOR shall maintain a minimum Dial-A-Ride/ VineLine productivity rate of 2.5 passenger trips per service hour, measured monthly. If productivity falls below 2.5 passenger trips per hour for two consecutive months, it shall be considered non-compliant. Additionally, productivity shall not fall below 2.0 passenger trips per service hour in any single month, regardless of performance in prior months. The CONTRACTOR is expected to maintain an overall average above 2.0 passengers per hour and anything above 2.5 passengers per hour is considered a preferred level of productivity.

The goal of the CITY is to have zero Dial-A-Ride and ADA paratransit service denials. Subscriptions for ADA complementary paratransit or Dial-A-Ride service shall not exceed 50% of the service capacity at any given time of day.

CITY shall not be obligated to pay CONTRACTOR for trips not run. As outlined in Exhibit 8 – Performance & Non-Compliance Assessments, assessments may be imposed by CITY for trips missed and other areas of non-performance in accordance with the provisions included in this AGREEMENT. Any additional service, beyond the scheduled service and the required ADA complementary paratransit service must be preapproved by CITY.

14. PASSENGER AMENITIES

CITY shall purchase, install, maintain, and replace all passenger amenities and street furnishings required for the transit system operations. Such furnishings shall include bus stop signs and posts, benches, shelters and the like. Further, CITY shall maintain or require property owners to maintain all trees along all fixed routes and stops so as to prevent damage to CITY-owned revenue vehicles by reason of low-hanging trees and branches.

CONTRACTOR and its employees shall cooperate with CITY by advising it of any such conditions observed during revenue service operations. CITY shall take action to correct such conditions in the timeliest manner as possible. Nothing heretofore shall relieve vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

15. FACILITY CLEANING: LODI TRANSIT STATION INTERIOR AND EXTERIOR

CONTRACTOR shall be responsible for the daily cleaning, maintenance, and sanitation of all interior and exterior areas of the Lodi Transit Station, including all three buildings. This includes, but is not limited to: public lobbies, office areas, employee areas, restrooms, passenger waiting areas, walkways, bus parking zones, and general exterior grounds of the Transit Station.

Facility cleaning includes, but is not limited to:

- Vacuuming of carpets and mats
- Floor mopping and scrubbing of hard surfaces
- Carpet shampooing (periodically, as scheduled)

- Dusting of all surfaces, ledges, and vents
- Window washing (interior glass and touch points)
- Sanitizing public counters, handrails, doors, and other high-contact surfaces
- Emptying and relining trash and recycling receptacles
- Cleaning sinks, toilets, urinals, and restroom fixtures
- Replenishing restroom supplies, including toilet paper, hand towels, urinal deodorizers, and soap

All areas are to be maintained in a clean, safe, and sanitary condition at all times. CONTRACTOR shall provide all janitorial tools, equipment, and supplies necessary to perform these services.

CONTRACTOR is responsible for general cleanliness and upkeep of Transit Station exterior grounds, including, but not limited to:

- Daily litter removal from walkways, waiting areas, curbs, and the bus parking area
- Emptying exterior trash receptacles as needed (in coordination with CITY's once-weekly trash pickup)
- Spot cleaning of benches, shelter areas, entryways, and addressing small spills as they occur.

CITY provides the following services at the Lodi Transit Station:

- Weekly outdoor trash receptacle emptying
- Landscape maintenance
- Pressure washing services (on a scheduled basis)
- Pest control services
- Annual deep cleaning of interior
- Exterior graffiti abatement (as needed)

Any physical damage to the Lodi Transit Station or its furnishings not correctable with standard cleaning methods shall be reported by CONTRACTOR to CITY at the time of observance.

CONTRACTOR shall be financially responsible for correcting any damage and covering all related expenses resulting from the negligent care or actions of CONTRACTOR's personnel.

CONTRACTOR shall maintain the ability to immediately clean and sanitize areas affected by bloodborne pathogens, whether the incident occurs in the field, on a bus, or within any part of the Transit Station.

Within thirty (30) days of the effective date of this Agreement, CONTRACTOR shall submit a Medical Waste Response Plan to CITY for review and approval. This plan must include:

- Procedures for handling and disposing of bloodborne pathogens and sharps
- Documentation for employee training in relevant safety procedures
- Steps for properly replacing contaminated vehicles from service if sanitization cannot be adequately performed

16. BUS CLEANING AND APPEARANCE STANDARDS

CONTRACTOR is required to maintain the interior and exterior appearance of entire CITY-owned

Transit Fleet in a neat, safe, and operable condition. Such cleaning will include removal of all dirt, debris, and graffiti. Failure to adhere to any of the cleaning standards shall result in an assessment, as outlined in Exhibit 8 – Performance & Non-Compliance Assessments.

Bus exteriors must always be maintained for an aesthetically pleasing appearance. All costs for cleaning agents, supplies and labor for cleaning, sanitizing and fumigation of vehicles are responsibility of CONTRACTOR. CONTRACTOR shall only use quality grade cleaning agents that will not damage the exterior or interior surfaces of the buses including advertisements. No hoses are to be used on the interior of any vehicle without CITY approval, as this may cause moisture damage to the subfloor.

All graffiti, interior and exterior, that is cleanable shall be removed as soon as practical. If the graffiti is obscene, or gang related, it shall be removed immediately, or the vehicle shall not be used in revenue service until corrected. CONTRACTOR shall report graffiti that cannot be removed to CITY as soon as possible.

CONTRACTOR will promptly report any broken, cut, worn, torn or vandalized components of the buses.

All windows and/or inserts that are scratched/etched/fogged to the point of becoming opaque/distorted/seriously damaged causing possible safety issues shall be reported to CITY immediately.

Seats shall be maintained in proper operating condition. In the event that bodily fluids or solids are deposited on any seats, CONTRACTOR shall ensure that all seats are steam cleaned and properly disinfected as soon as possible before being returned to revenue service. In the event that seats cannot be cleaned, CONTRACTOR shall report the condition to CITY within twenty-four (24) hours.

All seats shall be free of excessive dust. Cushioned seats must be vacuumed, keeping dust to a minimum. Each revenue service vehicle shall have the seats, stanchions, ceilings, side walls, and floors scrubbed, washed, or shampooed during a monthly service. All seats and surfaces must be completely dry before being placed in revenue service.

CONTRACTOR shall provide CITY with monthly reports documenting the cleaning, shampooing, waxing, detailing, sanitizing and fumigating of all vehicles. At a minimum, the following vehicle cleaning procedures and cleaning intervals are required by CONTRACTOR:

Graffiti Removal and Fumigation:

- Remove all graffiti from the bus interior as soon as possible and at least daily. CITY requires a “zero tolerance” graffiti and vandalism policy. All graffiti and vandalism including, but not limited to, etched and/or vandalized windows, window frames, walls and body panels, floors, stanchions, barriers, seats, seat inserts, seat covers, etc., shall be cleaned and/or repaired every night prior to deployment the next day.
- Each vehicle shall be fumigated, as necessary, to eliminate vermin and insects.

As Needed Cleaning or Damaged Components:

- Any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be reported to CITY Fleet Division for repair or replacement within twenty-four (24) hours of discovery by CONTRACTOR to eliminate hazards, minimize discomfort, and/or maintain excellent appearance.

- Deep cleaning or fumigation of interior when certain circumstances require it.
- Seat cleaning when circumstances require it.

Daily Interior Cleaning Requirements:

- Clean all windows and window tracks;
- Clean all mirrors and glass surfaces;
- Clean wheelchair tie-down hard points, straps, and hardware;
- Wipe off dashboard, gauges, and all hard surfaces that are not swept or mopped;
- Clean steering wheel;
- Wipe off all seats, front and back;
- Sweep/vacuum (no blowing with compressed air) and mop all floor and step areas (front and rear stepwell), including the operator's area, behind wheelchair lifts, and under all seats;
- Remove all gum;
- Empty trash cans;
- Restock all route booklets, comment cards, rider alerts, etc. neatly and in an organized manner;
- Clean all poles, stanchions, and barriers;
- Vacuum or blow out wheelchair ramp tracks;
- Remove any tape, trash, dirt, and debris, from floor, walls, poles, and barriers;
- Wipe down all walls and rear A/C filter grate;
- Inspect and report on any damaged, peeling, and fading decals.
- All vehicle interior contact points shall be disinfected with a germicidal product approved for use against COVID-19 from the Environmental Protection Agency (EPA) – approved list, as agreed upon by CITY and CONTRACTOR.

Bi-Weekly (Every Two Weeks) Interior Cleaning Requirements:

- Detail cleaning of operator area, operator seat, all seat belts, dashboard area (including vents, bezels, louvers, switches and knobs), doors and windows;
- Wash and clean wheelchair ramp, wheelchair ramp area and doors, passenger door/mechanism areas, and doorways.

Quarterly Vehicle Detailing Requirements:

Every vehicle shall receive a thorough interior and exterior detailing on a quarterly basis. CONTRACTOR shall notify CITY if vehicles are not available for quarterly detailing due to being stored at Fleet Maintenance for extended repairs. CONTRACTOR may conduct vehicle detailing on a rotational basis, using vehicle usage, mileage and previous detailing dates to ensure all vehicles receive appropriate detailing. CONTRACTOR to provide report or invoice verifying the vehicle detailing completed, including date, and vehicles detailed.

Vehicle detailing shall include the following:

- Exterior washing of vehicle;
- Wash and polish wheels;
- Sweep and vacuum interior completely;
- Remove gum and other substances that may be stuck to floor, sidewalls, ceiling or seats;
- Remove any and all foreign materials and stains from the seats and other interior areas of the vehicle using a professional steam- cleaning system suitable for transit

- vehicle seats;
- Detail clean seat frames, flooring, step areas, lighting areas (lenses and panels), ceiling, walls, panels, barriers, stanchions, operator’s area, wheelchair lift/ramp and area, doors, etc.
- Wheels, rubber bumpers and other rubber areas to be treated with rubber preservation treatment.

Daily (or every other day, as necessary) Exterior Cleaning:

Exterior vehicle cleaning shall be performed a minimum of every other day provided there is no extraordinary amount of dirt, grease, grime, oil, etc. The CITY offers a vehicle wash located at the Municipal Services Center (MSC), 1331 S Ham Lane, to assist with maintaining bus exterior cleanliness. However, the wash equipment is somewhat outdated and cannot be solely relied upon to achieve optimal cleanliness. The vehicle wash is available for bus use daily from 11:30 a.m. to 2:00 p.m.; outside of these hours, other CITY-approved vehicles may use the facility.

The CONTRACTOR is responsible for providing additional exterior and interior cleaning as necessary to meet the CITY’s cleanliness standards. The automated wash system shall not be solely relied upon for maintaining exterior cleanliness. The CONTRACTOR must establish and maintain a contingency plan for alternative manual washing procedures to be implemented whenever the automated system is unavailable or insufficient to meet standards. All additional manual cleaning required to achieve or maintain acceptable appearance levels shall be performed at the CONTRACTOR’s expense.

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

Monthly Exterior Cleaning:

- Wheels shall be detailed with rubber preservation treatment as appropriate.

Semi-Annually Exterior Cleaning:

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

Special Services:

CONTRACTOR shall ensure that all vehicles used in Special Services (as defined in subsection 3.3 – **Special Services**) meet the highest standards of cleanliness and appearance. At a minimum, prior to being used for Special Services, each vehicle will be cleaned and prepared using the regular cleaning procedures.

Approved Decals:

All CITY-owned Revenue Vehicles shall have the decals, graphics and/or logos prescribed

or approved by CITY located on the vehicles in accordance with CITY's direction, and shall have no other markings or brandings.

CONTRACTOR shall coordinate with CITY to ensure vehicle availability for detailing, fumigation, and other non-routine services without disrupting revenue service. All personnel performing cleaning and maintenance duties shall be properly trained in the use of cleaning agents, safe handling of equipment, and procedures for bloodborne pathogen cleanup.

17. OPERATOR UNIFORMS

Operators shall be in uniform at all times while in revenue service or otherwise on duty. The uniforms shall be provided by the CONTRACTOR at its own expense. The design, type, and logo of the identical uniforms shall be subject to CITY's approval. Uniforms shall include, but not be limited to shirts, pants, and jackets. Operators must maintain a neat, clean, and professional appearance at all times while on duty.

Please refer to **Attachment 13– Uniform Policy** for Operator Uniform standards and dress code requirements.

In addition to the requirements in the aforementioned Exhibit, operators shall wear a shoulder patch on right shoulder identifying LODI GrapeLine. Under this patch a 'runner' provided by CONTRACTOR shall be worn to identify the operator as an employee of CONTRACTOR. This 'runner' patch must be approved by CITY. CITY shall provide an identification badge for each employee which provides keyless entry access to specified areas/rooms of the Transit Station. Badges shall be worn at all times employees are performing any work provided under this Agreement. Lost badges are subject to a CONTRACTOR assessment.

CITY reserves the right to change its operator uniform. CONTRACTOR shall be advised of any changes at least sixty (60) days before implementation.

18. RADIO COMMUNICATIONS SYSTEMS

CONTRACTOR shall use the Ultra high frequency UHF two-way radio communication system provided by CITY solely for the purpose of providing radio communications between CONTRACTOR radio communications dispatch center and CITY transit vehicles in connection with CITY operations. Currently, communications between dispatchers and operators utilize a total of 24 bus radios, 3 handheld two-way radios, and 4 base stations equipped with 4 microphones for dispatch operations.

CONTRACTOR shall ensure that all operators and dispatchers are properly trained in the use of the radio system and shall enforce appropriate radio protocols to maintain clear and professional communications at all times.

CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including those set forth by the Federal Communications Commission (FCC) regarding use of public safety and communication frequencies.

CONTRACTOR shall be capable of performing basic troubleshooting on radios, including but not limited to password changes, resolving mute button issues, powering radios off and on, and

restarting devices. Any technical difficulties beyond basic troubleshooting shall be reported to CITY immediately upon discovery.

Any malfunctions, interference issues, or damage to the radio system shall be reported to CITY immediately upon discovery. CONTRACTOR shall cooperate fully with CITY and/or its designated technicians during troubleshooting, maintenance, or system upgrades.

In the event of radio system failure, CONTRACTOR shall implement a CITY-approved backup communication plan, which may include hands-free mobile devices, vehicle-mounted radios, or other CITY-approved equipment. Operators shall use backup communication devices in a manner that complies with all applicable laws and safe driving practices. If hands-free communication is not possible, operators must safely pull over before using the device to communicate with transit operations.

19. ADVERTISING AND PROMOTION

CONTRACTOR shall be responsible for professional printing of CITY-designed Rider's Guides, Brochures, Route Maps, and Time Schedules, and for distributing these materials to passengers, agencies, outlets, and on vehicles, by mail or other means as directed by CITY. Currently, Grapeline bus route maps and time schedules are printed double-sided on 8 ½" x 11" paper, and Dial-A-Ride and VineLine Rider pamphlets are printed double-sided on 8 ½" x 11" paper and folded. CONTRACTOR shall provide and maintain a printer capable of producing these materials in full color and in larger print formats as needed or requested to accommodate accessibility requirements.

CITY shall notify the CONTRACTOR of any promotion CITY is conducting that affects the service. CONTRACTOR will be required to distribute and post CITY-provided surveys, riders' alerts, marketing and promotional materials and other notices as requested by CITY. CONTRACTOR shall not post, distribute or place any printed materials in or on any CITY vehicle or transit facility without prior approval by CITY. CITY will periodically require CONTRACTOR operators to distribute and/or collect information to/from passengers. In most instances, this will be service-related materials regarding detours, proposed route changes, or passenger surveys. CITY will provide specific instruction to CONTRACTOR with the materials to be distributed and/or collected.

CITY shall prepare, place, schedule, and pay for advertising and promotional materials designed to inform patrons of transit operations services and to promote ridership. CONTRACTOR shall ensure all vehicles and lobby area are stocked with schedules/route maps at all times. Failure to stock schedules/route maps on vehicles or in the lobby will result in an assessment, as outlined in Exhibit 8 – Performance & Non-Compliance Assessments.

CITY has retained a marketing CONTRACTOR to provide advertising on the bus exterior and at various bus shelter advertising panels. During the term of Agreement, CONTRACTOR will cooperate in marketing and advertising efforts with CITY and other parties.

All Free Ride/Discount Coupons associated with the promotion of transit services shall be honored by the CONTRACTOR. Samples of the associated promotional coupons will be provided to familiarize operators with them. The operator shall have the responsibility to verify that the Free Ride/Discount Coupon presented is valid and has not expired. Instructions will be provided for the counting of riders using the Free Ride/Discount Coupons. Since operators will be asked about CITY activities, the information and related coupons shall be posted in a prominent location and/or

circulated among the operators.

CONTRACTOR will be further required to remove any outdated postings of any information or promotional materials on buses and/or bus facilities, unless otherwise directed by CITY.

All advertising and promotional materials distributed or posted shall comply with CITY branding and design guidelines.

20. PUBLIC INFORMATION MEDIA REQUESTS

CONTRACTOR shall not initiate any advertising or promotional activities on behalf of CITY without prior authorization or cooperation from CITY. CONTRACTOR shall, however, cooperate with CITY in any such activities initiated by the CITY by making available needed equipment, facilities, and personnel at no cost or expense to CITY.

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

CONTRACTOR shall not independently respond to media inquiries without CITY approval. News media inquiries regarding CITY transit service shall be forwarded to CITY Transportation Manager for handling and replies. CONTRACTOR shall, however, designate an individual who is authorized to speak on behalf of CONTRACTOR, should such a resource or reference be needed, as determined by CITY. CONTRACTOR shall coordinate all public information efforts with CITY to ensure consistent messaging.

Public records requests related to CITY transit services or operations must be directed to and processed through the City of Lodi City Clerk's office. CONTRACTOR shall not respond directly to any public records requests.

There will be times when the services operated by CONTRACTOR are the topic of discussion at public meetings. Upon request, CONTRACTOR management staff shall be required to attend such meetings. Whenever possible, CITY will notify CONTRACTOR in advance of particular concerns that might be raised. Should comments be directed to CONTRACTOR regarding operational issues, CONTRACTOR shall submit to CITY within seven (7) days a plan to address the issues discussed.

20.1 Video Recording and on-site disruptions

CONTRACTOR acknowledges that the Lodi Transit Station is public property and that individuals have the legal right to record video or take photographs on-site in spaces that are public spaces, not employee only areas. CONTRACTOR staff shall not interfere with lawful recording activities but are expected to maintain a professional, calm demeanor and avoid engaging or responding to individuals attempting to provoke or instigate disruptions.

In situations where individuals are recording with the apparent intent to provoke or cause disruptions, CONTRACTOR personnel shall:

- Refrain from direct engagement or confrontation to avoid escalating the situation.

- Continue regular duties without providing any reaction or attention that could be used as content.
- Document the incident and report to CITY management as soon as practical, including descriptions of behavior and any safety concerns.
- Contact CITY or appropriate authorities only if there is a threat to safety or security.

CONTRACTOR shall cooperate with CITY in monitoring and documenting any incidents and follow CITY direction on further response.

21. CUSTOMER SERVICE

21.1 Customer Contact and Standards

CONTRACTOR'S employees shall treat all passengers in a courteous and respectful manner consistent with good business practices. If CITY determines that a pattern of indefensible customer service relations complaints is established, CONTRACTOR shall upgrade its customer relations training program to CITY'S satisfaction and retrain its personnel as necessary to reduce complaints.

CONTRACTOR has provided, as part of its Proposal, and CITY has approved, customer service standards that CONTRACTOR expects its employees to uphold while on duty and when providing customer service. CONTRACTOR has also provided a proposed training program, which CITY has approved, describing how employees will be trained and held to these standards during the course of employment. CONTRACTOR shall implement the approved customer service standards and training program during the term of this Agreement. No changes shall be made to same without the prior written approval of the CITY Transportation Manager.

Complaints must be logged and investigated promptly. CONTRACTOR shall provide an initial response or status update to CITY staff within five (5) business days. While we understand that some investigations may require more time to reach a final resolution, CONTRACTOR shall maintain accurate records of all customer contacts and provide regular reports summarizing customer service performance, including complaint trends and resolutions, to CITY. CONTRACTOR shall ensure that customer service is accessible to all passengers, including those with disabilities and limited English proficiency, in accordance with applicable laws and CITY policies.

CONTRACTOR shall add Customer Service personnel if CITY determines that customer comments/complaints are left unresolved due to insufficient personnel being available to respond to such comments/complaints. Furthermore, CONTRACTOR must state and provide the proper level of staffing intended to handle Customer Service responsibilities. As outlined in **Attachment 11 - Performance & Non-Compliance Assessments**, an assessment may be imposed if CITY determines CONTRACTOR has insufficient personnel.

An escalation process shall be established to ensure unresolved complaints are promptly elevated to higher management levels for resolution. CONTRACTOR shall ensure all customer information is handled with strict confidentiality in compliance with privacy laws.

21.2 Complaint Investigation and Response

Passenger and other complaints on service operation are an adverse reflection on both

CONTRACTOR and CITY. It is in the best interest of both parties under this Agreement to minimize complaints against transportation services.

A complaint is defined as any written or verbal communication provided to CONTRACTOR, which adversely reflects on CITY'S operation of services as provided by the CONTRACTOR, or which relates to any incident involving a CONTRACTOR operated vehicle and/or operator, or any other CONTRACTOR employee under this AGREEMENT.

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CITY review and approval, to address complaints. Every complaint, concern, suggestion, or commendation received by CONTRACTOR must be acknowledged and an initial response provided within seventy-two (72) hours of receipt. A copy of the complaint and response shall be forwarded to CITY.

Any complaints that concern bus safety issues, operator behavior including rudeness, discourtesy, etc., that may result in disciplinary action, must be thoroughly investigated with appropriate action taken and documented.

Any complaints, suggestions, or commendations received by CONTRACTOR shall be immediately input into a complaint tracking system, to be mutually agreed upon by CITY and CONTRACTOR. All complaints in this system shall then be forwarded to CITY for record keeping purposes.

Refresher training shall be conducted on an as-needed basis for any staff member who receives a valid or multiple customer service complaints, commits a safety violation, or demonstrates behavior inconsistent with CITY's service standards. In such cases, CONTRACTOR shall review and reinforce customer service practices and related procedures to ensure corrective action and performance improvement, consistent with subsection **6.4 – Special Retraining**.

21.3 Road Calls

In the event of a vehicle failure while in service (a "road call"), the CONTRACTOR shall respond promptly to minimize service disruption and maintain scheduled service to the maximum extent possible. CONTRACTOR shall implement and maintain a formal Road Call Response Plan, subject to CITY approval, which prioritizes safety, timely passenger transport, and accurate communication.

CONTRACTOR shall be responsible for arranging alternate transportation for scheduled passengers of the failed vehicle to ensure minimal disruption of on-time performance. Alternate transportation must be dispatched and arrive as expeditiously as possible, with a target of within 30 minutes of incident notification.

The failed vehicle must be removed from the street within two (2) hours of the request for the road call. Road calls are to be documented in Dispatch and Operations Log including lost service; CITY Fleet Maintenance personnel are to be notified immediately upon occurrence.

CITY is responsible and required to dispatch a competent mechanic to the location of vehicle failure as to determine if the vehicle can be safely driven from the location of vehicle failure, or to decide if the vehicle's failure requires the vehicle to be towed.

22. CONTRACTOR INVOICING

CONTRACTOR shall submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period. Specifically, CONTRACTOR shall present costs by function performed (i.e., Fixed Route, Demand Response) within the given month as based upon the agreed upon method by which CITY shall compensate CONTRACTOR. Invoice along with itemized summary of revenue hours, miles, and other billable units. Example monthly invoice can be found as **Attachment 17 – Invoice (Example)**.

CITY may require a third-party review of the proposed billable revenue hours prior to accepting the invoice/billing statement. CITY will endeavor to pay approved invoices/billing statements within thirty (30) calendar days of their receipt. CITY reserves the right to withhold payment to the CONTRACTOR if CITY determines that the quantity or quality of the work performed is unacceptable. CITY shall provide written notice to CONTRACTOR within ten (10) business days of CITY'S decision not to pay and the reasons for non-payment, as based on CITY assessment of CONTRACTOR'S performance against contract requirements.

One copy of each invoice shall be submitted, as well as any reports that are required by CITY to accompany the monthly invoice, to CITY by the seventh business day of each month for work performed by CONTRACTOR within the prior month. Remit all invoices along with the itemized summary, by email, or by mail, to the following:

City of Lodi Public Works Department
Transportation Manager
221 W. Pine Street, P.O. Box 3006
Lodi, CA 95241-1910

Electronic copies may be submitted to transit@lodi.gov

23. REPORTING REQUIREMENTS

23.1 Daily and Weekly Operational Reports

All operational reports and operating statistics from the CONTRACTOR shall be checked for accuracy before they are presented to the CITY. Documents shall be provided via email. CONTRACTOR shall provide the following written weekly reports no later than Wednesday for the previous week. CITY may require CONTRACTOR to provide more frequent reporting than described herein at any time, at its discretion. Weekly reports shall include:

- **Dispatch Log:**
 - Daily Operator Summary Log - Daily written summary of all fixed route and paratransit operators by mode, designated routes, vehicle assignments, and work/shift hours.
 - Pull-out and Pull-in times
 - Late and missed trips
 - Vehicle Breakdown List/Road calls
 - All other incidents or dispatch calls that include, but are limited to, passenger issues, confrontations, occurrences, or other unexpected occurrences that vary from normal or expected system operation

- **Daily Operational Report:** Report shall include current reports of the following items:
 - Fixed Route Passenger Counts
 - Fixed Route Revenue Hours
 - Dial-A-Ride Revenue Passenger Counts and Revenue Hours
 - Vehicle Detailing/Cleaning List
 - Any Supplemental Service dispatched beyond the scheduled service to address on-time performance or load issues
 - Electronic farebox calls and reason
 - Bus swaps and reason.
- **Weekly Ticket Sale Spreadsheet:** Summary of daily ticket sales including Daily Balance Sheet and separate ticket sale recap sheets showing ticket numbers and value of ticket sales for GrapeLine, Dial-A-Ride/VineLine
- **Daily Credit Card Receipts and Settlement Report:**
- **Daily Farebox Worksheet:** CONTRACTOR shall provide deposit slip specifying farebox revenues.
- **Daily Passenger Complaint Report:** Report shall include all incidents or complaints received that week; including status, follow-up, and resolution.
- **No Show/Cancellation of Trips Log:** Listing of No Shows, Trip Cancellations and Related Details as specified by CITY.

23.2 Monthly Operational Reports

CONTRACTOR shall provide General Manager's written Monthly Management report no later than the seventh (7th) business day of the month following the end of the reporting period. All monthly reports and operating statistics from the CONTRACTOR shall be reviewed for accuracy before they are presented to the CITY. All monthly reports from the CONTRACTOR shall be submitted by email to the CITY within seven (7) business days of the end of each month.

The following items should be included in this report:

- Narrative Summary
- Itemized summary of revenue hours, miles, and any other billable units
- Invoice/Billing Summary by mode
- Capacity Constraint Data showing ADA & general public DAR data separately: Trip Denial Rate, On-Time Performance Rate, Missed Trips, Excessively Long Trips.
- Total Employee Work Hours
- Safety Training Manager Report (including Safety Meeting Minutes, Attendance Sign-In Sheets)
- Inventory of Schedules/Brochure/Tickets
- Missed Trips
- Final List of Completed Customer Service Reports (as assigned, on-line)
- Workforce Report
- Staff Schedule
- Gate Key/Fuel Card Inventory Report
- No Show/Late Cancellation Suspensions
- Subscription Eliminations
- Summary of Incidents/ Accidents
- Complaints and Customer Service. Complaint trend analysis
- Radio/Communication issues log
- Onboard technology issues

Fixed Route Reports:

- Final Fixed Route Passenger Counts
- Final Fixed Route Revenue and Non-Revenue Hours
- Final Fixed Route On-Time Performance

Dial-A-Ride/VineLine Reports:

- Final Dial-A-Ride/VineLine Revenue Passenger Counts
- Final Dial-A-Ride/VineLine Revenue and Non-Revenue Hours
- Final Dial-A-Ride On-Time Performance

Vehicles/Mileage:

- Mileage Summary (Revenue and Non-Revenue Miles for Fixed Route and Dial-A-Ride/VineLine)
- Mileage by Bus for Reported Month
- 12 Month Rolling Mileage by Bus
- Year to Date Mileage by Bus
- Year to Date Mileage Summary
- Final Vehicle Detailing List
- Final Vehicle Breakdown Log

CONTRACTOR Staffing Report:

CONTRACTOR shall submit a Staffing Report with its monthly Management Report and invoice, by the seventh (7th) business day of each month that must include the following:

- Any position vacancies;
- Turnover rate since the start of the current fiscal year (CITY fiscal year is July – June);
- Number of regular hours performed by non-salaried staff (by position category);
- Number of overtime hours performed by non-salaried staff (by position category);
- Monthly salaries and benefits paid (by position category);
- Names of each employee and their seniority with the CONTRACTOR'S organization and seniority under CITY'S contract with CONTRACTOR, if different, and individual status as a part-time, temporary or full-time employee;
- Training report
- Any additional staffing details as requested by CITY.

23.3 Other Reports

Quarterly Reports:

- DBE Procurements Report (if applicable)
- Drug and alcohol program report

Annual Reports:

- Drug & Alcohol MIS Report
- EEO Report

FTA Triennial Review:

- CONTRACTOR shall assist CITY wherever necessary during the Triennial Review process conducted by the FTA.

Other Reports as Requested:

- CONTRACTOR shall provide other written reports (i.e., daily departure logs, unusual incident summaries, etc.) as defined by CITY. CONTRACTOR shall make reports available on a daily basis. CONTRACTOR shall also be readily available at a moment's notice for such events. Additionally, CONTRACTOR shall provide any documents, data or reports requested by CITY for such events for purposes of responding to or closing-out any issues or findings.

23.4 National Transit Database (NTD) Reporting

CONTRACTOR shall track Revenue Service Miles and Hours, Total Miles and Hours, and Deadhead Miles/Hours per NTD definitions outlined below:

- a) Revenue Service (Miles/Hours): The time when a vehicle is available to the general public and there is an expectation of carrying passengers.
- b) Deadhead (Miles/Hours): Deadhead includes the miles and hours that a vehicle travels when out of revenue service such as in the following scenarios:
 - 1) Pull-In and Pull-Out movements and movement of a revenue vehicle without fare-paying passengers;
 - 2) Changing routes when there is no expectation of carrying revenue passengers;
 - 3) Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service.
 - 4) Vehicles traveling back to a dispatching location are considered deadheading.
 - 5) Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue service miles/hours.
 - 6) If vehicle storage is different from the dispatching location, travel between these locations is considered deadheading.
- c) Revenue Service Miles/Hours: Revenue service miles and Revenue service hours include all travel and time from the point of the first passenger pick-up to the last passenger drop-off, excluding lunch-breaks if any, as long as the vehicle does not return to the dispatching point. In addition, Revenue service miles/hours include the distance and time to pick up the next passenger. This should be "actual" data and not scheduled.
- d) Total Miles/Hours: Total miles and total hours include the distance and time from gate departure to gate return, excluding lunch-breaks, if any. NTD Total Miles/Hours include revenue service and deadheading to and from the yard facility. Vehicle Pre/Post-Trip Inspection time, training and maintenance travel and time are not included in NTD Total Miles and Hours. This data is actual and not scheduled and shall be recorded as "other" miles.

23.5 Daily Vehicle Inspection Reports

Each operator shall inspect vehicles daily before pulling out of the Transit Station in accordance with State requirements. CONTRACTOR must allow sufficient time to conduct this inspection without delaying scheduled revenue service.

If there are any defects, including exterior body damage, dents, scratches, etc., the operator must enter the defects on a Daily Vehicle Inspection (DVI) report, or similar CONTRACTOR provided

document, as required by the California Vehicle Code. Even if there are no defects, the operator must sign and date the DVI report prior to leaving the yard. DVI's shall remain with the vehicle. CONTRACTOR shall implement internal investigation procedures to identify operator accountability for unreported damage. Repeated failure to identify or report damage may result in retraining or disciplinary action, as appropriate, and shall be documented in personnel files.

A vehicle with a DVI showing defects must be inspected and appropriate action taken on items noted on the report. After repairs are performed, the mechanic must sign the DVI report, and the information must be transferred to the Shop Work Order or similar document.

DVI reports showing defects must be dated at the upper right front corner and filed in chronological order for inspection and verification purposes. Once this is completed, the DVI report becomes a permanent record in the vehicle file for that vehicle and must be available for review/inspection at all times.

Any defects noticed and not recorded on previous days' DVI will assumed to have occurred during operation of vehicle by previous operator. All repair costs in these instances will be borne by CONTRACTOR. In addition, assessment may occur for inaccurate or incomplete DVI reports, as outlined in Exhibit 8 – Performance & Non-Compliance Assessments.

CONTRACTOR shall submit its proposed Daily Vehicle Inspection (DVI) Reports, checklists and any other applicable reports to CITY for approval/revisions prior to service start-up.

In addition to the pre-trip inspection, a post-trip inspection shall be conducted at the end of the operator's shift. Any new defects, damage, or safety concerns noted during the shift shall be recorded and immediately reported. The post-trip DVI must also be signed and dated by the operator and retained with the vehicle file. In addition to the DVI reports, all operators shall perform the following tasks prior to vehicle use:

1. Accident Kit. Check to ensure the accident kit is properly attached in the operator's compartment. If the accident kit is missing, notify CITY immediately.
2. Seat Securement. Inspect individual seat inserts to assure proper securement to the seat frame. If seat is not secure, report it to CITY at the time of observance.
3. Lights. All lights including the high beams will be checked daily upon the morning startup.
4. Wheelchair Ramp. The wheelchair ramp on each vehicle shall be cycled one complete cycle prior to departure from CITY's Transit Station each day. If the wheelchair ramp fails to complete the cycle, the failure must be reported to CITY and another vehicle must be assigned for the day.

Conduct a full walk-around inspection of vehicle exterior body, frame, bumpers, wheels to record any visible body damage, including scratches, dents, and other blemishes.

It is the CONTRACTOR's responsibility to ensure 100% operator compliance with DVI protocols. Failure to perform or submit accurate and timely DVI reports may result in an assessment, as outlined in **Attachment 11 - Performance & Non-Compliance Assessments**. CITY reserves the right to inspect any DVI report, audit vehicle records, and physically inspect vehicles at any time without prior notice to ensure CONTRACTOR compliance with vehicle safety and inspection requirements.

CONTRACTOR may utilize an electronic or digital DVI reporting system, subject to CITY approval. All electronic DVI records must be accessible to CITY upon request and retained in accordance with applicable record retention standards.

All completed DVI reports (paper or digital) shall be retained by CONTRACTOR for a minimum of three (3) years and made available to CITY or any regulatory agency upon request.

23.6 CHP Terminal Inspections

Every twelve (12) months, a portion of the CITY-owned revenue fleet will be randomly selected by the Motor Carrier Unit of the California Highway Patrol (CHP) for inspection as part of their annual terminal inspection. CHP Terminal inspections shall be conducted at CITY's Fleet Maintenance facility, where vehicles are routinely maintained, repaired, and inspected.

CONTRACTOR shall be responsible for coordinating with CITY in advance of the scheduled CHP Terminal Inspection to ensure all operator records, inspection documentation, and associated vehicle-related paperwork are up-to-date and readily available for review.

CONTRACTOR shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. CHP submits to CITY a Safety Compliance Report (CHP-343) as a result of their annual terminal inspection. CITY may also request the Transit Operator Compliance Certificate (CHP-339). CONTRACTOR must attain satisfactory rating in the operator records category of the Safety Compliance Report. Any deficiencies noted on the Safety Compliance Report must be corrected immediately by CONTRACTOR. In the event CONTRACTOR does not receive a satisfactory or passing score on a reexamination within 30 days of the initial inspection, CITY may impose assessments as identified in Exhibit 8 – Performance & Non-Compliance Assessments.

In the event that CHP schedules a reinspection due to identified deficiencies, CONTRACTOR shall take immediate corrective action and notify CITY in writing of steps taken. CONTRACTOR shall also be responsible for all administrative coordination and costs associated with any necessary reinspection.

CITY reserves the right to review all submitted operator records and inspection-related documentation at any time. Failure by CONTRACTOR to cooperate may result in penalties under Exhibit 8 – Performance & Non-Compliance Assessments.

23.7 Incident Investigation and Reporting

CONTRACTOR shall notify CITY staff by phone within one (1) hour of a large or significant occurrence or accident. For smaller occurrences, CONTRACTOR shall notify CITY staff within one (1) hour via email or other reporting method as agreed upon by CITY. Such occurrences to be addressed include, but are not necessarily limited to: passenger disturbances, injuries, vehicle accidents, in-service vehicle failures, ramp failures of buses in service, fixed-route buses operating more than fifteen minutes behind schedule, and VineLine/Dial-A-Ride buses operating more than twenty minutes behind the scheduled pick up time.

CONTRACTOR shall interview the operator involved to ensure the clarity, accuracy and comprehensiveness of a report. CONTRACTOR shall provide all accident and occurrence reports (if available, also from the Lodi Police Department) to CITY within twenty-four (24) business hours of the occurrence, and provide footage, backup documents and photos within forty-eight (48) business hours of the occurrence.

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CITY

review and approval, to respond to accidents, incidents, and service interruptions.

The CITY's claims adjustor expenses are handled by the California Transit Indemnity Pool (CalTIP), and this arrangement will continue under the new contract. In the event of an accident or incident involving alleged bodily injury or property damage arising from work performed by CONTRACTOR, CONTRACTOR shall fully cooperate with CalTIP's Claims Administrator and Litigation Service Manager in the investigation, resolution or litigation of claims or lawsuits arising from the accident or incident.

23.8 Maintenance, Audit and Inspection of Records

All CONTRACTOR and subcontractor costs incurred in the performance of this Agreement will be subject to audit. CONTRACTOR and its subcontractors shall permit CITY, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONTRACTOR'S books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time and to audit and verify statements, invoices or bills submitted by CONTRACTOR pursuant to this Agreement. This includes both physical and electronic records in any format. CONTRACTOR shall also provide such assistance as may be required in the course of such audit. CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of six years after expiration or termination of the Agreement.

CONTRACTOR shall ensure that all subcontractors agree in writing to the same audit and inspection rights afforded to CITY under this Agreement.

CITY reserves the right to withhold payment of disputed amounts pending the outcome of any audit.

If, as a result of the audit, it is determined by CITY'S auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, CONTRACTOR agrees to compensate CITY for those costs by cash payment within thirty (30) days of written notification by CITY. If such audit finds that CITY owes CONTRACTOR more for services provided under the CONTRACT, CITY shall pay the difference to CONTRACTOR by cash payment within thirty (30) days, provided that in no event shall the repayment exceed CITY's maximum obligation to the CONTRACTOR for the audit period.

Failure by CONTRACTOR or its subcontractors to comply with the provisions of this section may result in withholding of payments, termination of this Agreement, and/or other remedies as deemed appropriate by CITY.

24. EMERGENCY RESPONSE PLANNING AND CRITICAL INCIDENT PREPAREDNESS

In the event of a natural disaster, public health emergency, large-scale emergency, or critical incident, CONTRACTOR shall make available— to the maximum extent possible— transportation services, communications support, and the Transit Station (if needed), to assist CITY efforts.

For major emergencies, including citywide, countywide, or statewide events, the City of Lodi Transportation Division, in coordination with the City Manager’s Office, Lodi City Council, and the San Joaquin County Office of Emergency Services (OES), will lead emergency response operations. The CONTRACTOR’s role will be to support CITY-led efforts as directed.

To ensure readiness, CONTRACTOR shall maintain the following:

A. Emergency Response Staffing: CONTRACTOR shall maintain and annually update a volunteer list of operators and essential personnel willing to support CITY and/or County-led emergency transportation needs. CONTRACTOR shall ensure these individuals are aware of their roles and responsibilities, and available when called upon during a declared emergency.

B. Emergency Procedures and Training: CONTRACTOR shall develop, implement, and maintain emergency response protocols, subject to CITY review, covering events such as:

- Floods, earthquakes, fires, and other natural disasters
- Civil unrest or large-scale public disturbances
- Vehicle or facility lockdown procedures
- Active shooter or violent intruder incidents
- Suspicious packages or threats

All on-site personnel, including operators and dispatchers, shall receive initial and annual refresher training on these procedures. Documentation of training must be maintained and made available to CITY upon request.

C. Coordination with CITY and County: CONTRACTOR shall ensure designated staff are prepared to coordinate with CITY representatives and County OES during emergencies. CONTRACTOR shall designate an Emergency Liaison who will serve as the main point of contact and decision-maker during incidents.

D. Participation in Drills and Exercises: As requested by CITY, CONTRACTOR shall participate in emergency drills, tabletop exercises, and planning sessions to test readiness, coordination, and response.

E. Emergency Compensation: To the extent CITY requires CONTRACTOR to provide services beyond the normal scope of operations, CONTRACTOR shall be entitled to reasonable compensation, subject to mutual agreement between CITY and CONTRACTOR following the conclusion of the event.

CONTRACTOR shall coordinate closely with the CITY to implement any required modifications to service levels, operating procedures, safety protocols, or sanitizing procedures in response to emergencies, public health events, natural disasters, or other circumstances as determined by the CITY. The CONTRACTOR shall promptly adjust operations as directed, including but not limited to changes in route structure, service frequency, staffing patterns, vehicle cleaning standards, and deployment of additional resources. CONTRACTOR agrees to work

collaboratively with the CITY to ensure continuity of operations and to implement temporary or permanent adjustments that support public health, safety, and efficient service delivery.

25. SERVICE LEVEL

The "baseline service level" is the amount of service, approximately 30,645 revenue vehicle hours of service annually during the initial term of this AGREEMENT (July 1, 2026 – June 30, 2027) CITY may increase, decrease, or otherwise change the service to be provided as set forth below. The baseline service level shall be re-established at the end of each fiscal year based on actual annual revenue vehicle hours operated during that year, unless otherwise agreed upon in writing by CITY and CONTRACTOR. For purposes of this section, *revenue vehicle hours* shall be defined as the time a vehicle is in service and available to the public, excluding deadhead, layover, training, or maintenance time. Changes to service levels are provided as follows:

25.1 Service Changes

1. **General:** Changes to the services provided under the Agreement or the Scope of Work may only be made by written change notification from CITY to CONTRACTOR in accordance with this Section, except in cases of a declared emergency by CITY. Oral service change orders are not permitted.
2. **Process:** Any service change proposed by CITY shall be transmitted to CONTRACTOR in writing, identifying the change and specifying the effective date. The CONTRACTOR shall be given five (5) days, after receipt of a written service change notice from CITY, to provide CITY a response identifying any impact of such change on operations, and by identifying any feasibility problems CONTRACTOR believes may be created by the proposed change. The proposed change shall thereafter be accepted or modified through discussions between the CONTRACTOR and CITY Transportation Manager, or designee.

Subsequent to any discussions on a service change notice, CITY will make a final decision and direct CONTRACTOR to implement the service change. CITY will strive to give at least two (2) weeks' notice prior to any service change, unless circumstances do not allow for such notification timeframe.

3. **Emergency Adjustments:** Temporary emergency adjustments in service may be initiated either by CITY or CONTRACTOR only in the event of an emergency or circumstance which requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such adjustments do not constitute a "substantial change" as defined below.

The party initiating the emergency adjustment shall notify the other party immediately of such occurrence. CITY shall specify steps to be taken by CONTRACTOR to notify patrons of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by CONTRACTOR. In making temporary emergency adjustments, should CONTRACTOR incur added expenses beyond those compensated under the primary terms of this AGREEMENT, CITY and CONTRACTOR shall negotiate a fair and equitable adjustment in compensation for service.

If an emergency service adjustment persists for more than sixty (60) days, the CITY and

CONTRACTOR shall meet to determine if the adjustment should be formalized as a service change under subsection **25.1 – Service Changes**.

4. **Unforeseen Events:** In the event of extraordinary or unforeseen events (e.g., public health emergencies, natural disasters, labor strikes, or government shutdowns) that cause prolonged changes to transit demand or regulatory constraints, the CITY and CONTRACTOR shall meet to reassess service levels and negotiate an equitable temporary adjustment in compensation and operational requirements.
5. **Substantial Changes in Service Level:** CONTRACTOR agrees that CITY may, through the service change process, increase or decrease the number of Revenue Hours by fifteen percent (15%) or less during any contract year (as compared to the prior year's Revenue Hours) without renegotiation of the variable rate per Revenue Hour set forth in subsequent Agreement. Any proposed change in the service level shall be deemed "substantial" if such results in one or more of the following conditions:
 - An increase of more than 15% in revenue vehicle service hours, as computed from the baseline service level.
 - A decrease of more than 15% in total revenue vehicle service hours as computed from the base line service level.
 - The cumulative total of non-substantial service changes over a period of time that results in a service level either more than 15% above or 15% below, the established baseline service level.

A proposed increase or decrease in Revenue Hours as described above shall trigger negotiations between CITY and the CONTRACTOR, which could result in the revenue hour rate increasing, decreasing, or remaining the same. Any adjustments to the revenue hour rate resulting from a substantial service change shall be based on documented cost changes, and must be mutually agreed upon in writing by CITY and CONTRACTOR prior to implementation.

6. **CONTRACTOR Suggestions:** CONTRACTOR is encouraged to suggest alternatives to any service changes proposed by CITY and at any time may also propose service changes it believes are appropriate for more efficient or improved services.
7. **Non-Substantial Changes in Service Level:** CITY may order non-substantial increases, decreases or other alterations to the service upon written notice to CONTRACTOR. Said notice shall specify the change(s) requested and the effective date(s). CONTRACTOR shall be allowed thirty (30) days to implement non-substantial changes. Non-substantial changes do not result in a change of payment to CONTRACTOR.

26. CHANGES IN OPERATIONAL REQUIREMENTS

"Operational requirements" may include, but are not limited to, reporting protocols, training procedures, safety measures, staff scheduling policies, inventory control, and data collection methods not otherwise defined in the core Scope of Services. The CITY may request changes in the CONTRACTOR'S reporting requirements, training and safety programs, inventory requirements, testing procedures, personnel practices, and other operating details that may require an adjustment to the CONTRACT pricing.

If the CONTRACTOR declines such requests, or if a requested change would result in a material increase in the CONTRACTOR'S costs or in the time required for performance, the CONTRACTOR shall notify the CITY in writing within seven (7) days of receiving the request, detailing any objections and/or anticipated cost or schedule impacts. The CONTRACTOR shall provide documentation, including cost breakdowns or other supporting materials, to substantiate any claim of increased or decreased costs.

The PARTIES shall negotiate an equitable adjustment to the CONTRACT pricing that reflects the actual increases or decreases in the CONTRACTOR'S total costs to perform the AGREEMENT caused by the requested change. Upon mutual agreement, the CONTRACTOR shall implement the approved changes within a mutually agreed-upon timeframe.

If the PARTIES cannot reach agreement on the pricing adjustment, the CITY may, at its sole discretion, determine whether to proceed with the requested change, modify the request, or withdraw it entirely.

27. QUALITY ASSURANCE – ASSESSMENTS

To help ensure that CONTRACTOR provides the highest quality of service possible for the community, CITY has identified performance measures that will be monitored regularly to document commitment to customer service, focus on safety, and ability to provide the desired services reliably and efficiently.

Due to the nature of the services to be rendered, CONTRACTOR and CITY agree that it is extremely difficult to ascertain actual damages that may result from failure on the part of CONTRACTOR to meet the performance standards set forth in this Scope. The factors relating to the impracticability of ascertaining damages include, but are not limited to the fact that:

1. damage may result to members of the public who are denied services or denied quality or reliable service;
2. such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, which are incapable of measurement in precise monetary terms;
3. the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and
4. the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

As a result of the aforementioned, CONTRACTOR'S liability for failure to meet those performance standards shall be limited to and fixed at the sums stated in Exhibit 8 – Performance & Non-Compliance Assessments. Performance deficiencies and corresponding financial assessments are outlined in **Attachment 11 – Performance & Non-Compliance Assessments**, which includes definitions, thresholds, and monetary values for each category of performance failure. Assessments shall be levied monthly as they are identified. CITY shall invoice CONTRACTOR separately for Assessments and shall not deduct from the monthly operations invoice due to CONTRACTOR.

The financial structure of the assessment program will remain unchanged throughout the contract. However, the standards which define acceptable limits are subject to revision by mutual consent

of the CITY and CONTRACTOR.

CONTRACTOR shall be notified in writing of any performance assessments as part of the monthly summary, typically issued before the end of the month following the reporting period.

CONTRACTOR shall have five (5) business days to respond in writing and provide any evidence contesting the infraction. CITY will consider CONTRACTOR's response prior to finalizing the assessment. Repeated violations may lead to increased assessments or corrective action, including employee removal from CITY service at CITY's request. CITY reserves the right to require a Corrective Action Plan from CONTRACTOR for repeated or serious deficiencies, identifying root causes and proposed remedies, to be submitted within ten (10) business days of request.

The financial structure of the assessment program will remain unchanged throughout the term of the Agreement. However, the performance standards and thresholds that define acceptable limits may be revised by mutual written consent of CITY and CONTRACTOR. All assessments shall be invoiced to CONTRACTOR separately from the monthly operational invoice. CONTRACTOR shall have the right to dispute assessments in accordance with the procedures defined herein.

28. LABOR DISPUTES, STRIKES, AND WORK ACTIONS

In the event of a strike, slowdown, sick-out, refusal to work assigned shifts, or other work action of the CONTRACTOR that causes a disruption in the provision of service as outlined in this RFP, CITY may, at its discretion, terminate the CONTRACT without penalty. The CONTRACTOR must maintain communication with CITY's Transportation Manager, or Public Works Director on the status of negotiations between the CONTRACTOR and its Collective Bargaining unit. CONTRACTOR shall immediately notify CITY upon receiving any written or verbal notice of intent to strike or take other labor action from any employee or union representative.

At least Ninety (90) days prior to the expiration of the existing Collective Bargaining Agreement (CBA), the General Manager, as well as upper management from the CONTRACTOR, must provide a detailed report to the Transportation Manager, who will report to the Public Works Director, providing information pertaining to the status of negotiations, a date for when a tentative agreement will be drafted, and an anticipated date of signing the tentative agreement.

At least Sixty (60) days prior to the termination, an update to the Transportation Manager must be made for updates to the Public Works Director. Thirty (30) days prior to the termination of the CBA, if a tentative agreement is not in place yet, the CONTRACTOR General Manager will have outlined its plans for either reaching an agreement prior to the end of the CBA, or have developed a contingency plan, in conjunction with CITY staff, to maintain service levels in the event a work stoppage of any kind may occur.

In the event a work stoppage occurs that prevents full service from operating, CITY may temporarily procure services from another provider(s), in which case the CONTRACTOR shall be responsible for any and all costs associated with the provision of such service that is above the unit cost being paid to the CONTRACTOR at the time. The CONTRACTOR shall not be entitled to payment of any funds for services not being provided due to a strike. Any and all damages to CITY vehicles caused by interim operators shall be the CONTRACTOR's responsibility to repair. In the event of a work stoppage that significantly impacts service delivery, CONTRACTOR shall permit CITY access to dispatching systems, records, and facilities as necessary to coordinate

alternate service.

CONTRACTOR compensation for reduced service will, beginning on the first day of a strike, be based on the actual number of revenue hours of service provided. At CITY's sole discretion, fare collection maybe foregone on days when reduced service is necessitated by a strike to mitigate customer dissatisfaction, and the CONTRACTOR shall reimburse CITY for lost fare revenue when that occurs. Lost revenue will be calculated by taking the average of the prior four (4) non-strike like days (e.g., prior 4 Mondays). While CITY will decide situationally whether fare collection should be foregone and decide thereafter when fare charges should be reinstated, CONTRACTOR should anticipate that fares will be foregone at the outset of a strike.

CONTRACTOR remains responsible for ensuring that insurance coverage (e.g., liability, workers' comp) remains valid during labor disputes, especially if temp or contract labor is brought in.

Following resolution of any strike or work action, CONTRACTOR shall provide CITY with a written summary of service disruptions, mitigation efforts, and a recovery plan to resume full service within 72 hours.

29. OBLIGATIONS AT END OF CONTRACT

CONTRACTOR shall return all equipment to CITY at the termination of Agreement in the same condition as accepted, allowing for ordinary wear and tear. Ordinary wear and tear shall be interpreted according to the equipment's use. CONTRACTOR shall be liable for the cost of repairing or replacing any physical or mechanical damage, and related expenses, caused by CONTRACTOR negligence and not caused by CITY. CONTRACTOR shall return to CITY all City-issued materials, including but not limited to keys, access cards, fuel cards, maintenance manuals, policies, procedures, records, logs, digital files, inspection reports, and any other data related to service operations.

At least 30 days prior to termination, CONTRACTOR and CITY shall conduct a joint inspection of CITY-owned vehicles, facilities, and equipment to assess their condition. CONTRACTOR shall correct any identified deficiencies caused by its operation or maintenance before final closeout. CONTRACTOR is financially responsible for correcting any damage, and paying for related expenses, caused by the negligent maintenance or operation of facilities, equipment, or vehicles by CONTRACTOR'S personnel. CITY shall be responsible for making repairs or replacement of CITY-provided facilities and equipment, except as otherwise specified in this Scope of Work.

CONTRACTOR shall work cooperatively with CITY and/or CITY's new contractor to ensure a smooth transition of services, including providing full access to any operational data, training documentation, digital systems, and vehicle maintenance records.

CONTRACTOR shall, for a period of up to 60 days prior to and after contract termination, provide reasonable transition assistance as requested by CITY to ensure uninterrupted service, including training of CITY personnel or incoming contractors, and coordinating joint inspections of facilities and equipment.

Any outstanding liabilities, damage claims, or obligations related to CONTRACTOR's performance under this Agreement shall survive the expiration or earlier termination of this Agreement.

30. START-UP AND TRANSITION OF CONTRACTORS

1. **Timing:** CONTRACTOR shall commence its Transition and Startup activities immediately upon receipt of the Notice to Proceed (NTP) and shall complete all those activities by June 30, 2026, at which time CONTRACTOR shall assume full responsibility for Revenue Service under this Agreement on July 1, 2026 (the Start-up Date). The NTP is anticipated to be on or as close to May 1, 2026 as possible.
2. **Review of CONTRACTOR Plans:** Within 15 calendar days of NTP, CONTRACTOR shall submit a Transition Contingency Plan identifying backup plans for potential startup risks including operator shortages, vehicle unavailability, or technology failure. During the transition and start-up period, CITY shall review CONTRACTOR's plans and programs submitted under the requirements of this RFP hereof and shall either (1) Approve such plans or programs as submitted; or (2) require CONTRACTOR to make reasonable revisions to such plans or programs, in which event CONTRACTOR shall promptly make such revisions (after any necessary discussions with CITY) and resubmit the plans or programs to CITY for its approval. After approval under this subsection, a plan or program shall be binding on CONTRACTOR and may not be modified without prior written approval by CITY. CONTRACTOR shall provide CITY with weekly written updates during the Transition and Start-Up period outlining progress toward key milestones, identification of any risks or delays, and planned mitigation steps. At least five (5) business days prior to the Start-up Date, CITY and CONTRACTOR shall conduct a Go-Live Readiness Review to confirm operational readiness, employee training completion, vehicle availability, and any open items on transition checklists.
3. **CONTRACTOR Duty:** CONTRACTOR shall be responsible for carrying out an effective and smooth transition and start-up process, in accordance with its Transition and Start-up Plan, as approved by CITY, which shall assure that it is capable of assuming responsibility for all required operations by the Start-up Date. CONTRACTOR is responsible for performing due diligence to ensure that all transition activities are identified, negotiated, and completed during the Transition term. The Transition and Start-up Plan, as approved by CITY, shall be binding on CONTRACTOR.
4. **Vehicles and Facilities:** CITY shall provide CONTRACTOR the use of at least three (3) Revenue Vehicles for the purposes of training employees during the transition and start-up period, if applicable. CITY shall also make available space in the Lodi Transit Station for training, interviewing prospective employees, and related transition and start-up activities. The use of vehicles shall in no way affect scheduled service and is at the discretion of the Transit Manager.
5. **Employee Training:** CONTRACTOR shall assure that all existing bus operators who remain in service under this Agreement have at least ten (10) hours of annual training, which shall include refresher courses on safety, defensive driving, customer service, and fare policy. Such refresher training shall be scheduled to accommodate the work schedule of the existing employees. Training of employees who have had an accident within the last twelve (12) months shall be completed no later than thirty (30) calendar days after the Start-up Date. All other employees shall be trained in accordance with CONTRACTOR's Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by CONTRACTOR, within 90 calendar days after the Start-up date of Revenue Service. All training records shall be provided to CITY upon request.

6. **City-Provided Training:** CONTRACTOR shall participate in, and make provisions for, CITY to schedule and provide, at a minimum, the following training to CONTRACTOR staff as necessary and pertinent during the Transition and Start-up Phase:
 - a) ITS: CITY shall provide dispatchers and operators with training on fixed route Intelligent Transportation System (ITS) functionality including
 - b) Mobile ticketing validation.
 - c) GFI Farebox: CITY shall provide CONTRACTOR managers with training on GFI Farebox operation including: cashbox, reporting software, farebox probing, fare media installation & usage, and any other components necessary for full farebox functionality.
 - d) CNG Fueling: CITY shall provide fuel island training to CONTRACTOR personnel assigned to fuel CITY-owned vehicles. CONTRACTOR and its personnel shall follow all CITY procedures for fueling vehicles, fuel island malfunctions and mishaps.
 - e) Bush Wash: CITY shall provide training on the operation of the Bush Wash facility located at MSC.

7. **Initial Vehicle and Equipment Inspection:**
 - a) During the transition and start-up period, CONTRACTOR shall participate with CITY in an acceptance inspection of CITY-provided Equipment (including Revenue Vehicles) for purposes of establishing the overall condition of the Equipment as of the time CONTRACTOR commences work under this Agreement.
 - b) Prior to the termination of this Agreement, the Revenue Vehicles and Equipment used by CONTRACTOR at that time shall be subject to the turnover audit and inspection.

8. **Facility Inspection:**
 - a) During the transition and start-up period, CONTRACTOR shall participate with CITY in an inspection, in accordance with this subsection, of the Lodi Transit Station (LTS) to be used by CONTRACTOR in providing services under this Agreement, including CITY-owned office furniture at the Facility.
 - b) The purpose of the inspection under this subsection is to establish the condition of the LTS, as of the inspection date, and to determine the specific repairs that need to be performed in order to ensure that the facility is in a safe condition, and in good repair, normal wear excluded. The inspection shall consist of a walk-through or visit to the facility by CONTRACTOR and CITY. On the basis of this review, the Parties will develop and agree upon a “punch list” of items that need to be repaired, if necessary.
 - c) The cost of all Facility repairs determined to be necessary under paragraph (b) shall be the responsibility of CITY.

9. Prior to the termination of the Agreement, the Facilities used by CONTRACTOR shall be subject to the turnover audit and inspection. **Licensing and Compliance:** CONTRACTOR shall be solely responsible for securing all necessary licenses, permits, certifications, and insurance required for operation under this Agreement prior to the Start-up Date.

10. **Failure to Meet Start-Up Readiness Requirements:** Failure to demonstrate readiness by the Start-up Date may result in CITY taking corrective action, including delay

penalties, alternative service arrangements at CONTRACTOR's expense, or withholding of payment until readiness is achieved.

11. **Agreement Transition:** CONTRACTOR shall cooperate in any transition from itself to any succeeding CONTRACTOR. Prior to the expiration of this Agreement, CONTRACTOR shall allow the succeeding CONTRACTOR to enter the CITY-owned premises to review these spaces to determine needs for and placement of its equipment/supplies. CONTRACTOR shall share information with its successor to the extent considered reasonable by the Transit Manager. Said information may include, but not necessarily be limited to, operator training records, documentation of hours worked by bus operators, and facility and vehicle cleaning records. CITY may withhold all or a portion of final payment to CONTRACTOR if CITY determines CONTRACTOR has not been cooperative.

***** END *****

NTE \$15,507,774.84

COST PROPOSAL

The PROPOSER'S Cost Proposal must consist of Fixed Fees and Fixed Hourly Rates. Such rates shall be proposed for each of the three base years and two option years in this RFP, and shall be based on the levels of service in terms of vehicle revenue hours (VRH) for Dial-A-Ride/VineLine and GrapeLine fixed route services, as outline in Table 1 below. The detailed Cost Breakdowns on pages 2 and 3 of the PROPOSAL FORM should be consistent with the rates proposed. This PROPOSAL FORM is to be used to submit the OFFEROR'S Cost Proposal for all work described Scope of Work of this RFP.

PROPOSERS shall not modify cost categories, but may add additional cost elements in the "Other" spaces provided.

Table 1 - Vehicle Revenue Hours

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
LEVEL OF SERVICE	<i>7/1/26 - 6/30/27</i>	<i>7/1/27 - 6/30/28</i>	<i>7/1/28 - 6/30/29</i>	<i>7/1/29 - 6/30/30</i>	<i>7/1/30 - 6/30/31</i>
Dial-A-Ride/ADA Paratransit Vehicle Revenue Hours	8,500 ±15%	8,500 ±15%	8,500 ±15%	8,500 ±15%	8,500 ±15%
Fixed Route Vehicle Revenue Hours	22,500 +15%	22,500 ±15%	22,500 ±15%	22,500 ±15%	22,500 ±15%
Total Vehicle Revenue Hours	31,000 ±15%	31,000 ±15%	31,000 ±15%	31,000 ±15%	31,000 ±15%

Table 2 - Rates for Vehicle Revenue Hours and Fixed Monthly Fee

PRICE FORMULA	<i>7/1/26 - 6/30/27</i>	<i>7/1/27 - 6/30/28</i>	<i>7/1/28 - 6/30/29</i>	<i>7/1/29 - 6/30/30</i>	<i>7/1/30 - 6/30/31</i>
Cost per Vehicle Revenue Hour (Total Cost from Page 2 ÷ Total VRH)	\$ 54.76	\$ 56.77	\$ 60.29	\$ 63.36	\$ 65.99
Fixed Monthly Rate (From detailed list of Fixed Costs on Page 3)	\$ 93,073.97	\$ 99,427.15	\$ 103,717.63	\$ 106,999.68	\$ 111,078.07

Table 3 - Total Annual Costs Per Contract Year

TOTAL ANNUAL COSTS	<i>7/1/26 - 6/30/27</i>	<i>7/1/27 - 6/30/28</i>	<i>7/1/28 - 6/30/29</i>	<i>7/1/29 - 6/30/30</i>	<i>7/1/30 - 6/30/31</i>
Total Annual Costs for Vehicle Revenue Hours (From Table 4, Page 2)	\$ 1,697,690.16	\$ 1,759,754.40	\$ 1,868,903.76	\$ 1,964,207.52	\$ 2,045,661.00
Total Annual Monthly Fixed Costs (From Table 5, Page 3)	\$ 1,116,887.64	\$ 1,193,125.80	\$ 1,244,611.56	\$ 1,283,996.16	\$ 1,332,936.84
TOTAL ANNUAL COSTS:	\$ 2,814,577.80	\$ 2,952,880.20	\$ 3,113,515.32	\$ 3,248,203.68	\$ 3,378,597.84

Proposer: Transdev Services, Inc.

MONTHLY COSTS - Vehicle Revenue Hourly Rate

Please complete monthly cost components for each position/service below in order to determine the Revenue Vehicle Hourly Rate

Note: List of typical cost items on this form does NOT require Contractor to provide position, utility or service.

Table 4 - Cost of Elements to calculate Vehicle Revenue Hourly Rate

MONTHLY COST COMPONENTS FOR FIXED HOURLY RATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/29 - 6/30/30	7/1/30 - 6/30/31
Operator Wages	\$ 98,159.44	\$ 101,753.42	\$ 107,960.24	\$ 113,066.95	\$ 117,137.37
Operator Benefits	\$ 27,268.65	\$ 28,464.32	\$ 30,484.87	\$ 32,417.33	\$ 34,280.05
Scheduler/Dispatch Wages	\$ -	\$ -	\$ -	\$ -	\$ -
Scheduler/Dispatch Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Uniforms	\$ 118.84	\$ 119.41	\$ 122.97	\$ 126.64	\$ 130.43
Hiring/Training	\$ 449.27	\$ 451.43	\$ 464.90	\$ 478.78	\$ 493.09
Other (Specify): Insurance Costs	\$ 11,013.32	\$ 11,238.82	\$ 11,803.08	\$ 12,439.01	\$ 13,061.21
Other (Specify): Profit/Management Fee	\$ 4,464.66	\$ 4,618.80	\$ 4,905.92	\$ 5,155.25	\$ 5,369.60
Other (Specify):	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL MONTHLY COSTS:	\$ 141,474.18	\$ 146,646.20	\$ 155,741.98	\$ 163,683.96	\$ 170,471.75
TOTAL ANNUAL COSTS: (Monthly Total Above x 12)	\$ 1,697,690.16	\$ 1,759,754.40	\$ 1,868,903.76	\$ 1,964,207.52	\$ 2,045,661.00
FIXED HOURLY RATE: (Annual Total÷Annual VRH from Table 1)	\$ 54.76	\$ 56.77	\$ 60.29	\$ 63.36	\$ 65.99

Proposer: Transdev Services, Inc.

FIXED COSTS - Fixed Monthly Cost Elements

Note: List of typical cost items on this form does NOT require Contractor to provide position, utility or service.

Table 5 - Cost of Elements to calculate Fixed Monthly Rate

COST ELEMENTS OF FIXED MONTHLY RATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/29 - 6/30/30	7/1/30 - 6/30/31
General Manager Salary	\$ 13,860.01	\$ 13,925.88	\$ 14,340.90	\$ 14,769.11	\$ 15,209.95
General Manager Benefits	\$ 3,586.52	\$ 3,682.32	\$ 3,876.17	\$ 4,081.75	\$ 4,299.58
Training & Safety Mgr Wages	\$ 7,429.83	\$ 7,464.85	\$ 7,688.08	\$ 7,917.37	\$ 8,154.40
Training & Safety Mgr Benefits	\$ 2,798.93	\$ 2,881.98	\$ 3,042.56	\$ 3,213.10	\$ 3,394.39
Road Supervisor Wages	\$ 5,116.14	\$ 5,141.19	\$ 5,294.24	\$ 5,452.99	\$ 5,615.41
Road Supervisor Benefits	\$ 2,519.72	\$ 2,598.56	\$ 2,747.37	\$ 2,905.85	\$ 3,074.22
Reservationist Wages	\$ 4,378.96	\$ 4,596.97	\$ 4,826.00	\$ 5,029.20	\$ 5,204.64
Reservationist Benefits	\$ 1,564.76	\$ 1,666.70	\$ 1,775.62	\$ 1,886.30	\$ 1,998.59
Dispatch/Info. Staff Wages	\$ 12,318.42	\$ 12,929.63	\$ 13,574.54	\$ 14,151.92	\$ 14,644.48
Dispatch/Info. Staff Benefits	\$ 3,725.17	\$ 3,900.26	\$ 4,151.82	\$ 4,405.56	\$ 4,659.18
Admin/Clerical Staff Wages	\$ -	\$ -	\$ -	\$ -	\$ -
Admin/Clerical Staff Benefits	\$ 72.75	\$ 73.10	\$ 75.28	\$ 77.53	\$ 79.85
Utility Worker Wages	\$ 3,404.47	\$ 3,510.75	\$ 3,686.22	\$ 3,841.39	\$ 3,974.35
Utility Worker Benefits	\$ 522.90	\$ 543.03	\$ 575.33	\$ 605.59	\$ 633.42
Other Wages: (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Benefits: (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Wages: (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Benefits: (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Hiring/Training Expenses	\$ 469.72	\$ 471.98	\$ 486.06	\$ 500.58	\$ 515.53
Safety Expenses	\$ 1,969.25	\$ 1,978.72	\$ 2,037.76	\$ 2,098.64	\$ 2,161.33
Janitorial Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone/Internet	\$ 927.43	\$ 931.89	\$ 959.70	\$ 988.37	\$ 1,017.90
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,397.98	\$ 1,246.56	\$ 1,283.75	\$ 1,322.10	\$ 1,361.60
Computer Hardware Costs	\$ 898.04	\$ 822.85	\$ 822.72	\$ 27.69	\$ 27.69
Software Costs	\$ 1,959.76	\$ 1,969.19	\$ 2,027.94	\$ 2,088.53	\$ 2,150.92
Misc. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Profit/Management Fee	\$ 10,430.89	\$ 15,083.48	\$ 15,866.23	\$ 16,471.08	\$ 17,126.33
Performance Bond	\$ 163.94	\$ 159.93	\$ 159.91	\$ 159.89	\$ 159.87
Insurance Deductible	\$ 1,806.30	\$ 1,762.12	\$ 1,761.84	\$ 1,761.63	\$ 1,761.42
Insurance Costs	\$ 10,259.23	\$ 10,760.88	\$ 11,293.76	\$ 11,838.93	\$ 12,406.48
Other (Specify): Non-Revenue Vehicles	\$ 233.78	\$ 59.20	\$ 60.96	\$ 62.78	\$ 64.66
Other (Specify): Bus Cleaning	\$ 1,259.07	\$ 1,265.13	\$ 1,302.87	\$ 1,341.80	\$ 1,381.88
Other (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL MONTHLY FIXED COSTS:	\$ 93,073.97	\$ 99,427.15	\$ 103,717.63	\$ 106,999.68	\$ 111,078.07

Proposer: Transdev Services, Inc.

STAFFING LEVELS - FULL-TIME

Please provide staffing levels and wage scales (either monthly salary or hourly pay rate) for the contract years. List of typical positions on this form does NOT require Contractor to provide position. For "Operator" positions, please indicate the number of operators at differing wage rates. Job Classification titles may be modified in the chart to match PROPOSER's proposed staffing levels.

Proposer's Definition of Full-Time:

Employees regularly scheduled to work at least thirty-four (34) hours in the workweek.

Table 6 - Full-time Employees

FULL-TIME EMPLOYEES	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	7/1/26 - 6/30/27		7/1/27 - 6/30/28		7/1/28 - 6/30/29		7/1/29 - 6/30/30		7/1/30 - 6/30/31	
Job Classification	No.	Scale	No.	Scale	No.	Scale	No.	Scale	No.	Scale
Operator	2	23.67	2	24.74	1	25.85	1	26.82	1	27.62
Operator	2	24.43	2	25.53	1	26.68	0	27.67	0	28.50
Operator	3	25.17	1	26.30	2	27.49	2	28.51	1	29.37
Operator	2	25.93	2	27.10	1	28.32	1	29.38	2	30.26
Operator	10	26.87	12	28.21	14	29.63	15	30.88	15	31.96
Dispatcher	1	24.53	1	25.76	1	27.05	1	28.20	1	29.18
Dispatcher	1	20.37	1	21.38	1	22.45	1	23.41	1	24.23
Dispatcher	0	-	0	-	0	-	0	-	0	-
Road Supervisor	1	26.92	1	27.73	1	28.56	1	29.42	1	30.30
Trainer	0	-	0	-	0	-	0	-	0	-
Admin/Clerical	0	-	0	-	0	-	0	-	0	-
General Manager	1	63.51	1	65.41	1	67.37	1	69.39	1	71.47
Reservationist	1	23.62	1	24.80	1	26.04	1	27.14	1	28.09
Safety/Training Manager	1	37.14	1	38.25	1	39.40	1	40.58	1	41.80
Off-Site Personnel*	0	-	0	-	0	-	0	-	0	-
TOTAL FULL-TIME:	25.00		25.00		25.00		25.00		25.00	

*In the area below, please explain and justify any off-site personnel being proposed in the full-time staffing plan. Also, provide a list of all benefits a full-time employee will be eligible to receive based on the costs in your price proposal. Include the time frame at which an employee is eligible to receive such benefits:

Full-time employees are eligible for medical, dental, vision, life insurance, long-term disability, short-term disability, 401k matching as well as paid time off for vacation, holiday, sick and bereavement.

Proposer: Transdev Services, Inc.

STAFFING LEVELS - PART-TIME

Please provide staffing levels and wage scales (either monthly salary or hourly pay rate) for the contract years. List of typical positions on this form does NOT require Contractor to provide position. For "Operator" positions, please indicate the number of operators at differing wage rates. Job Classification titles may be modified in the chart to match PROPOSER's proposed staffing levels.

Proposer's Definition of **Part-Time**:

Employees regularly scheduled to work at less than thirty-four (34) hours in the workweek.

Table 7 - Part-time Employees

PART-TIME EMPLOYEES	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	7/1/26 - 6/30/27		7/1/27 - 6/30/28		7/1/28 - 6/30/29		7/1/29 - 6/30/30		7/1/30 - 6/30/31	
Job Classification	No.	Scale	No.	Scale	No.	Scale	No.	Scale	No.	Scale
Operator	2	23.67	2	24.74	2	25.85	2	26.82	2	27.62
Operator										
Operator										
Operator										
Dispatcher	2	20.37	2	21.38	2	22.45	2	23.41	2	24.23
Dispatcher										
Dispatcher										
Road Supervisor										
Trainer										
Admin/Clerical										
Utility Worker	2	18.04	2	18.94	2	19.89	2	20.73	2	21.45
Other (Specify)										
Other (Specify)										
Off-Site Personnel*										
TOTAL PART-TIME:	6.00		6.00		6.00		6.00		6.00	

*In the area below, please explain and justify any off-site personnel being proposed in the part-time staffing plan. Also, provide a list of all benefits a part-time employee will be eligible to receive based on the costs in your price proposal. Include the time frame at which an employee is eligible to receive such benefits:

Part-time employees are eligible for 401k matching as well as paid time off for holiday, sick and bereavement.

Proposer: Transdev Services, Inc.


Transdev does not have any Start-Up Costs

START-UP DETAILS AND COSTS

Item #	Item Description	Proposed Start-up Cost
1	Office Supplies	
2	Operator uniforms	
3	Relocation costs	
4	Training Costs	
5	Wage/benefit Costs	
6	Insurance	
7	Inventory set-up costs	
8	Leasehold improvements	
9	Corporate support/profit	
10	Recruitment Expenses	
11	Recruitment Bonuses	
12	Outside trainer lodging/travel	
13		
14		
15	Other Miscellaneous Expenses (list below):	
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
TOTAL:		N/A

* This form should itemize all components necessary for the start-up of transit services, including the cost of each component during the start-up period. Please ensure that the costs associated with the transition period from May 1, 2026, through July 1, 2026, are included.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates as set forth above.

Firm Name:	Date:
Transdev Services, Inc. _____	1.29.26 _____
Signature:	Title:
 _____	Sr Vice President _____

**EXHIBIT C
INSURANCE REQUIREMENTS**

a. CONTRACTOR'S Responsibilities - Minimum Types and Scope of Insurance

The insurance requirements specified in this article shall apply to the CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). The CONTRACTOR and all Agents are required to procure and maintain at their sole cost and expense the insurance coverage subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, the CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from CITY. Prior to beginning work under this AGREEMENT, CONTRACTOR shall provide CITY with satisfactory evidence of compliance with the insurance requirements of this article.

i. Workers Compensation and Employers' Liability Insurance - Workers Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.

1. Workers' Compensation coverage in compliance with the statutory benefits as allowed by California law.
2. Employer's Liability coverage in the amount of \$1,000,000 per accident or disease.
3. The Workers' Compensation insurance shall include the following endorsement as further detailed in the Endorsements Section below:

a. Waiver of Subrogation.

i. This waiver of subrogation shall also include a waiver of subrogation for any injuries to operators and drivers of passenger transit service vehicles that occur on the premises of CITY while operators or drivers are outside of the passenger transit service vehicles.

ii. Commercial General Liability Insurance - Commercial General Liability insurance for bodily injury and property damage coverage of at least \$5 million per occurrence, a general aggregate limit of at least

\$10 million, and \$5 million products and completed operations aggregate. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled. Such insurance shall cover all operations of the CONTRACTOR. The CONTRACTOR's insurance shall be primary and cover all operations described in the scope of services. The CITY's insurance shall only respond if the CITY is at fault—for example, CITY-owned equipment or materials (not provided by the CONTRACTOR) malfunction or cause damage/injury. CONTRACTOR's insurance shall include coverage for, but not be limited to:

1. Premises and operations;
2. Products and completed operations;
3. Contractual liability;
4. Personal injury;
5. Advertising injury;
6. Explosion, collapse, and underground coverage (xcu);
7. Employment Practices liability; and
8. Broad form property damage.

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured;
2. Cross Liability or Severability of Interests Clause;
3. Primary and Non-Contributory wording; and
4. Waiver of Subrogation.

iii. **Automobile Liability Insurance** - Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **\$2 million** each accident covering the following types of vehicles.:

1. All Owned Vehicles;
2. Non-Owned Vehicles; and
3. Hired or Rental Vehicles.

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured;
2. Cross Liability or Severability of Interests Clause;
3. Primary and Non-Contributory wording; and
4. Waiver of Subrogation.

iv. **Crime Insurance** - CONTRACTOR will provide Crime insurance, including coverage for dishonesty and theft of money and securities from

any inside location or outside messenger, by CONTRACTOR's officers, employees or agents, with the following limits of liability:

Employee Dishonesty \$100,000
Depositors Forgery \$100,000
Off and On Premises \$100,000
Computer Fraud \$100,000

Regarding these coverages:

1. CONTRACTOR shall reimburse CITY for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs, including attorney's fees and costs, and any other fees associated with a claim for coverage under this Section (a) (v).
2. The policy shall contain a Joint Loss Payee endorsement naming CITY as further detailed in the Endorsements Section below.

v. Sexual Abuse and Molestation Insurance

Sexual Abuse and Molestation insurance or the equivalent is required for contracts involving children in after school activities, recreational programs, athletics, studies, transportation of students, or any activities involving the custodial care of children or the elderly. This insurance shall cover potential claims of sexual abuse or molestation. Sexual Abuse and Molestation coverage must be included under General Liability or obtained in a separate policy in an amount of not less than \$2,000,000 per occurrence. If coverage is provided under a separate policy, the CITY will be named as an Additional Insured.

vi. Cyber Liability or Technology Errors and Omissions

Contractor shall provide Cyber Liability Insurance or Technology Errors and Omissions Insurance with limits not less than \$2,000,000 per claim and in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information or personally identifiable information (PII), alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. If Technology Errors and Omissions Insurance is provided and is provided on a claims-made basis, any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.

vii. Endorsements

1. **Additional Insured** - The referenced policies and any Excess or Umbrella policies shall include as Additional Insured's the City of Lodi, its elected and appointed officials, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
2. **Waiver of Subrogation** - The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the City of Lodi and its elected and appointed officials, officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
3. **Primary Insurance** - The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be affected by the City of Lodi.
4. **Severability of Interests or Cross Liability** - The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the City of Lodi, and its elected and appointed officials, officers, directors, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as an Additional Insured shall not in any way affect CITY's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect the CONTRACTOR and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
5. **Joint Loss Payee Endorsement** - CITY shall be named as a Joint Loss Payee on the CONTRACTOR's Employee Dishonesty policy.

viii. Evidence of Insurance

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Risk Manager of CITY with a certificate evidencing coverage and policy endorsements, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTOR's policy(ies) will not be cancelled or have coverage reduced without 30 days prior written notice to CITY's Transportation

Manager and CITY's Risk Manager.

ix. **General Provisions**

1. **Notice of Cancellation** - The policies shall provide that the CONTRACTOR's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to CITY's Transportation Manager and CITY's Risk Manager. If a carrier will not provide the required notice, the CONTRACTOR shall provide written notice to the CITY's Transportation Manager and CITY's Risk Manager notice no later than five (5) business days before cancellation, reduction, or coverage alteration.
2. **Acceptable Insurers** - All policies will be issued by insurers acceptable to CITY (generally with a Best's Rating of A-X or better).
3. **Self-insurance** - Upon evidence of financial capacity satisfactory to CITY and the CONTRACTOR's agreement and endorsement to waive subrogation against CITY respecting any and all claims that may arise, the CONTRACTOR's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.
4. **Deductibles and Retentions** - CONTRACTOR shall identify self-insured retention (SIR) limits. It is at the sole approval of CITY to accept SIR limits. The CONTRACTOR shall be responsible for payment of any deductible or retention on the CONTRACTOR's policies without right of contribution from CITY. If for whatever reason, CONTRACTOR is unable or unwilling to pay its SIR to obtain the necessary liability coverage(s) required under this AGREEMENT, CITY will have the option, to the fullest extent of the law, of paying the SIR on behalf of CONTRACTOR from any source, so as to maintain the liability coverage(s). Upon payment by CITY of any SIR, the City shall reduce payments due to CONTRACTOR equal to the amount of any SIR payments CITY makes on behalf of CONTRACTOR.

b. **CITY's Insurance Coverage**

CITY, at its own cost and expense, will maintain in full force and effect during the entire term of this AGREEMENT and any extension period, unless otherwise agreed by the Parties, the following insurance or self-insurance:

i. **Automobile Physical Damage Insurance for Vehicles**

CITY will maintain at its own cost and expense an automobile physical damage insurance program to cover CITY-owned vehicles and equipment. CONTRACTOR will cooperate fully with CITY in filing claims with and recovering payments due from CITY's insurers. CONTRACTOR shall be responsible for payment of any claim arising out of an incident deemed to be a preventable accident on the part of CONTRACTOR or its subcontractors or employees and shall pay, upon demand by CITY, any and all repair or replacement costs associated with damage to a CITY

vehicle.

c. **General Insurance Provisions**

The Parties further agree as follows:

- i. **Failure to Procure or Maintain Insurance** - The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this AGREEMENT.
- ii. **Claims Administration and Subrogation** - The CITY shall have the sole and exclusive right, at its discretion, to investigate, adjust, settle, defend, or otherwise administer any and all claims, demands, actions, or lawsuits made or filed against the City arising out of or related to the performance of this AGREEMENT. The CITY'S exercise of such authority shall not waive or limit any rights or remedies available to the CITY under law or contract.

In the event the CITY incurs costs, expenses, or liabilities (including attorneys' fees, expert fees, investigation, or settlement costs) in connection with such claims, the CITY shall have the right to pursue recovery, subrogation, or indemnification from the CONTRACTOR and/or the CONTRACTOR'S insurers to the fullest extent permitted by law. The CONTRACTOR shall cooperate fully with the CITY and/or its Third-Party Claims Administrator in the investigation, defense, and resolution of any such claims, including providing access to documents, personnel, and other information as reasonably requested.

The CITY'S authority to adjust or settle any claim shall not relieve the CONTRACTOR of its indemnification obligations under this Agreement, nor shall it create any obligation on the part of the CITY to defend or indemnify the CONTRACTOR.

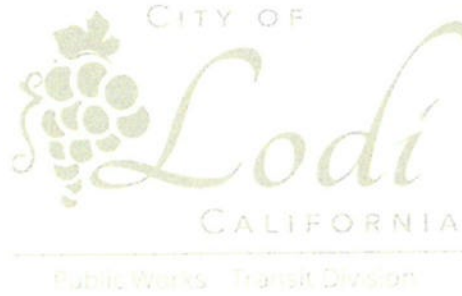
- iii. Each party shall respond to reasonable requests by the other party as to the status of all claims presented for which the requesting party is responsible. The Parties agree that the furnishing of such information is for the purpose of keeping each other informed, as potential co-defendants, with respect to such claims, is a privileged co-defendant communication, does not waive the attorney-client, attorney work product or any other applicable privilege and shall not be admissible in any action or proceeding of any kind whatsoever as an admission or concession of liability or for any other purpose whatsoever, nor shall any such information exchanged be admissible as evidence of liability to, or damages allegedly suffered by any claimant.

iv. **Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall

provide that:

1. Policy retroactive date coincides with or precedes the start of work (including subsequent policies purchased as renewals or replacements).
2. Every effort will be made to maintain similar insurance for at least three (3) years following completion of work, including the requirement of adding all additional insured.
3. If insurance is terminated for any reason, the party agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this AGREEMENT.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.



City of Lodi
Federal Clauses for Federal Transit (FTA) Procurements

Project Name:

City of Lodi Transit Operations
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Date:	December-2025
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<p>ALL CLAUSES & CERTIFICATIONS HEREINAFTER ARE PROVIDED FOR PROCUREMENTS (AS APPLICABLE) INVOLVING FTA ASSISTANCE, IN COMPLIANCE WITH FTA REGULATIONS, AND MAINTAINED FOR FTA REVIEWS</p>
--

Acknowledgement of Applicable Federal Clauses

By signing below, I hereby acknowledge that I have read, understand and agree to the terms of the Federal Clauses provided in this document. Contractor will comply with all applicable federal requirements associated with FTA-funded contracts.

DATE _____

SIGNATURE _____

COMPANY NAME _____

TITLE _____

[Adapted From FTA C 4220.1F](#)

[Adapted from Revised Appendix D FTA Clause Matrix, published September 17, 2025](#)

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (FTA CLAUSES)

INSTRUCTIONS: The following packet contains federal contract provisions. Only those that are highlighted GREEN in the matrix below are applicable to the contract. Signing D-1, " Acknowledgement of Applicable Federal Clauses," is an acknowledgement that these Federal provisions apply to the contract.

GREEN HIGHLIGHTED = FEDERAL CLAUSE IN THE FOLLOWING PACKET IS APPLICABLE
RED HIGHLIGHTED = FEDERAL CLAUSE IN THE FOLLOWING PACKET IS NOT APPLICABLE

		Type of Procurement				
Provisions	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies	
1	Access to Third Party Contract Records	ALL	ALL	ALL	ALL	
2	Americans With Disabilities Act (ADA)	A&E	ALL	ALL	ALL	
3	Bond Requirements			>\$250,000		
4	Bus Testing		ALL			
5	Buy America Requirements		>\$150,000	>\$150,000	>\$150,000	
6	Cargo Preference Requirements		Transport by ocean vessel	Transport by ocean vessel	Transport by ocean vessel	
7	Changes to Federal Requirements	ALL	ALL	ALL	ALL	
8	Charter Service		ALL			
9	Civil Rights Laws and Regulations	ALL	ALL	ALL	ALL	
10	Clean Air and Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000	
11	Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	

12	Contract Work Hours and Safety Standards Act		>\$100,000	>\$100,000	>\$100,000	
13	Davis-Bacon and Copeland Anti-Kickback Act				>\$2,000	
14	Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
15	Disadvantaged Business Enterprises (DBEs)	ALL	ALL	ALL	ALL	ALL
16	Domestic Preference	ALL	ALL	ALL	ALL	ALL
17	Drug Use and Alcohol Program		Transit operations.			
18	Energy Conservation	ALL	ALL	ALL	ALL	ALL
19	False Statements or Claims – Civil and Criminal Fraud	ALL	ALL	ALL	ALL	ALL
20	Federal Tax Liability and Recent Felony Convictions	ALL	ALL	ALL	ALL	ALL
21	Fly America	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel
22	Incorporation of FTA Terms	ALL	ALL	ALL	ALL	ALL
23	No Federal Obligations to Third Parties	ALL	ALL	ALL	ALL	ALL

24	Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.
25	Patent Rights and Rights in Data	R&D				
26	Pre-Award and Post-Delivery Audits of Rolling Stock Purchases			ALL		
27	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL	ALL	ALL	ALL	ALL
28	Prompt Payment	ALL	ALL	ALL	ALL	ALL
29	Public Transportation Employee Protective Arrangements		Transit operations.			
30	Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
31	Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
32	Restrictions on Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000

33	Safe Operation of Motor Vehicles	ALL	ALL	ALL	ALL	ALL
34	School Bus Operations		ALL			
35	Seismic Safety	A&E for new buildings & additions.		New buildings & additions.		
36	Severability	ALL	ALL	ALL	ALL	ALL
37	Solid Wastes (Recovered Materials)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
38	Special DOL EEO Clause for Construction Projects				>\$10,000	
39	Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
40	Trafficking in Persons	ALL	ALL	ALL	ALL	ALL
41	Veterans Hiring Preference				>\$2,000	

The City of Lodi checks FTA guidance annually for new or revised third party contract provisions. Date of last revision: 10/22/2025 by: Frank Huang

Revision History	Date
Reordered Clause Matrix/Checklist to alphabetical order. Added provisions: ADA Access, Public Transportation Employee Protective Arrangements, Solid Wastes/Recovered Materials, Domestic Preference, and Bus Testing. Ensured up-to-date clause language and references. Changed thresholds for Veteran Hiring Preference, Contract Work Hours/Safety Standards Act, per Revised FTA Matrix, published September 2025. Modified DBE requirements per Interim Final Order, 49 CFR Part 26.	Oct-25
Reordered Clause Matrix/Checklist & revised cost thresholds to match Revised FTA Clause Matrix (Appendix D), published September 2023: Buy America, Clean Air, Clean Water, Civil Rights, Resolution of Disputes, Breaches, or other Litigations, Contract Work Hours, Bonding, and Veteran's Hiring Preference	Feb-24
Added provision: "Safe Operation of Motor Vehicles"	Oct-23
Added provision: "Prohibition on certain telecommunications & video equipment"	Jan-23

Federal Clauses

SEE CHECKLIST TO DETERMINE **APPLICABILITY** OF THIRD-PARTY CONTRACT PROVISIONS (FTA CLAUSES)

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41 Veterans Hiring Preference (Not applicable)..... 22

Clauses marked 'Not Applicable' were reviewed and determined to be inapplicable for this procurement in accordance with FTA guidance

1 Access to Third Party Contract Records

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

2 Americans With Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

3 Bond Requirements

Not applicable to this contract.

4 Bus Testing

Not applicable to this contract.

5 Buy America Requirements

Not applicable to this contract.

6 Cargo Preference Requirements

Not applicable to this contract.

7 Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

8 Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

9 Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
 3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
 4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 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.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

10 Clean Air and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- 1) 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. § 7401 et seq.
- 2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- 1) 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.
- 2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

11 Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

12 Contract Work Hours and Safety Standards Act

- a) Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and onehalf times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

13 Davis-Bacon and Copeland Anti-Kickback Act

Not applicable to this contract.

14 Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate

in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15 Disadvantaged Business Enterprises (DBEs)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Important: As of October 3, 2025, the DOT DBE program is temporarily suspended, and all currently certified DBEs must undergo recertification under the new individualized standards. Firms must provide documentation of their current certification or evidence of pending recertification at the time of bid submittal.

16 Domestic Preference

(a) The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the

United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

(CFR 200.322)

17 Drug Use and Alcohol Program

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

18 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 Energy Policy and Conservation Act (42 U.S.C. § 6201).

19 False Statements or Claims – Civil and Criminal Fraud

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, 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 contract 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) 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.

20 Federal Tax Liability and Recent Felony Convictions

The contractor certifies that it:

- 1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

21 Fly America

- a) Definitions. As used in this clause—
 - i "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - ii "United States" means the 50 States, the District of Columbia, and outlying areas.
 - iii "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph e), in each subcontract or purchase under this contract that may involve international air transportation.

22 Incorporation of FTA Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

23 No Federal Obligations to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24 Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- 1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

- 2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

25 Patent Rights and Rights in Data

Not applicable to this contract.

26 Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

Not applicable to this contract.

27 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

28 Prompt Payment

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

29 Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and

make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

30 Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

31 Resolution of Disputes, Breaches, or Other Litigation

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

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

Remedies:

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

Rights and Remedies:

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

32 Restrictions on Lobbying

Conditions on use of funds:

- a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure:

- a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - i. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - ii. An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - i. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

- ii. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,
- c) Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- d) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - iii. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- e) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - i. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - ii. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - iii. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - iv. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
- f) Shall file a certification, and a disclosure form, if required, to the next tier above.
- g) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- h) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- i) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

- j) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

33 Safe Operation of Motor Vehicles

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. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

34 School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

35 Seismic Safety

Not applicable to this contract.

36 Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

37 Solid Wastes (Recovered Materials)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that

contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38 Special DOL EEO Clause for Construction Projects

Not applicable to this contract.

39 Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency 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 Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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 Agency may terminate this contract for default. The Agency 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 the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for

completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

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

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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 Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

40 Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

41 Veterans Hiring Preference

Not applicable in this contract.