

**AGREEMENT BETWEEN  
THE HUMBOLDT TRANSIT AUTHORITY AND  
CAE TRANSPORT, INC.  
FOR PARATRANSIT TRANSPORTATION (DIAL-A-RIDE) SERVICES**

**THIS AGREEMENT** for Services (“Agreement”) is made on [July 6, 2022](#), by and between CAE Transport, Inc., a California Corporation doing business as Humboldt Dial-a-Ride, hereinafter referred to as “Contractor,” and the Humboldt Transit Authority, a joint powers authority, hereinafter referred to as “HTA.”

**RECITALS**

1. HTA is the designated Consolidated Transportation Services Agency (CTSA) for Humboldt County, with responsibility for administering a region-wide program to provide advance-reservation, curb-to-curb transportation for senior residents and eligible individuals (“Dial-a-Ride” or “DAR”).
2. The Dial-a-Ride program operates within the region consisting of the Cities of Arcata and Eureka and surrounding areas from McKinleyville to the College of the Redwoods including Humboldt Hill, Fields Landing, King Salmon, Old Arcata Road, Manila, McKinleyville, Ridgewood Heights and Elk River.
3. Contractor currently provides DAR services in the Humboldt County region under separate contracts with individual local agencies, which expire on [June 30, 2022](#).
4. HTA desires to retain Contractor to provide all regional DAR services beginning [July 1, 2022](#), and Contractor desires to provide such services on the terms and conditions below.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. **Scope of Services.** Contractor shall perform services for HTA in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein, and briefly described as providing Dial-a-Ride services in the Humboldt County region (“Services”).
2. **Compensation For Services, Payment.**
  - a) HTA shall pay Contractor at the monthly rate of \$69,219.
  - b) Contractor shall prepare and submit its invoices to HTA no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by HTA to pay undisputed invoices within 30 days of receipt. If HTA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. HTA may withhold all or any portion of the funds provided for by this Agreement in the event that the Contractor has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement.
3. **Term.** The term of this Agreement shall be for one year, unless sooner terminated in accordance with this Agreement, commencing on [July 1, 2022](#) and terminating on [June 30, 2023](#).
5. **Permits And Licenses.** Contractor warrants that it is fully qualified to perform the Services under this Agreement, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall pay all charges and fees in connection with said permits and licenses, and shall keep them paid and current throughout the term of this Agreement.

6. **Independent Contractor Status.** Contractor is performing Services as an independent contractor for HTA, and is neither an employee nor an agent of HTA. Except as otherwise provided in this Agreement, Contractor shall have sole control over the manner and method of performance of the services and shall furnish all tools, equipment, labor and materials at its cost and expense, except such materials as are specifically identified in this Agreement. HTA's only interest shall be in the results of such Services. HTA's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Contractor agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on HTA's account.
7. **Indemnification and Hold Harmless.** Contractor agrees to, and shall, indemnify, defend, and hold harmless the HTA, and its officers, agents, employees, representatives and attorneys, and each of them from any liability in any amount (including attorneys' fees) for damages or claims from damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress or loss of consortium) and for property damage, which may arise or be alleged to have arisen from Contractor's operation of HTA Dial-A-Ride Service under the Contract, including but not limited to those damages, injuries or liabilities (1) arising from Contractor's obligations to its employees under Worker's Compensation and/or the Employer's Liability Act or any amendments or successor act thereto; (2) arising out of breach or default by Contractor of its contractual obligations or any violation or failure to comply with any applicable laws, rules or regulations; (3) arising from the negligence or intentional misconduct of Contractor or its employees, subcontractors, agents; and (4) arising out of ownership, operation, use, maintenance and/or control of vehicles and any automobiles registered to, owned by, leased to, or used by Contractor, its employees or subcontractors, in connection with the provision of Dial-A-Ride services, excepting only those claims or liability arising from HTA's gross negligence or intentional misconduct. This indemnification obligation shall survive expiration or termination of this Contract.
8. **Insurance.**
- a) **General Insurance Requirements:**
- 1) Prior to commencing work, Contractor shall provide HTA's Executive Director with Certificate(s) of Insurance evidencing all coverages listed below, and upon request, a certified duplicate original of the policy(ies). Certificates shall stipulate that the insurance company(ies) issuing such policy(ies) shall give written notice to the HTA's Executive Director of any material alteration or reduction in coverage of aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.
- NOTE:** This cancellation language deviates from the standard Certificate of Insurance Accord form. The phrases "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be omitted. **FAILURE TO COMPLY WITH THIS LANGUAGE WILL CAUSE A DELAY IN THE AGREEMENT OR PAYMENTS.**
- 2) Each policy shall contain a waiver of subrogation in favor of HTA, its 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) Each policy shall indicate that it is primary to any other insurance and the insurance company(ies) providing such policy 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 effected by HTA.

- 4) The Commercial General and Automobile policies shall be endorsed to include as an additional insureds HTA, as well as the City of Arcata, City of Eureka, County of Humboldt, Humboldt County Association of Governments (HCOAG) and their respective officials, employees, volunteers and agents. The additional insured coverage shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the named additionally insured agency.
  - 5) Each policy shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the agencies named as an additional insured shall not in any way affect their respective rights either in respect to any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and HTA 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.
  - 6) Any person, firm or corporation that Contractor authorized to work under this Agreement, including any subcontractor, shall be deemed to be Contractor's agent and shall be subject to all the applicable terms of the Contract between the HTA and Contractor. Contractor shall require its subcontractor(s) to procure and maintain, at its, or its subcontractors' sole cost and expense (and to prove to HTA's reasonable satisfaction that it remains in effect while any work is being done to satisfy Contractor's service obligations), the kinds of insurance in the amounts described above.
  - 7) The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.
- b) Workers' Compensation Insurance: Covering all employees and volunteers as required by the State of California, and on a state-approved policy form.
  - c) Employer's Liability: With minimum limits of \$ 2,000,000 (two million dollars).
  - d) Commercial General: Commercial General Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 per occurrence and a general aggregate limit of at least \$4,000,000 for all of Contractor's premises and operations other than actual passenger service for the HTA's Dial-A-Ride service. Coverage shall include, but not be limited to: premises and operations; contractual liability; personal and advertising injury; products and completed operations; broad form property damage and shall not contain any exclusion for explosion, collapse, and underground coverage. Contractor shall be solely responsible for any property replacements of same, equal or better quality.
  - e) Automobile: Business Automobile Liability insurance with a combined single limit of at least \$2,000,000 per accident including all Dial-A-Ride vehicles that are solely being used for actual passenger service on the HTA's Dial-A-Ride system, any Contractor-owned vehicles and Contractors' non-owned vehicles, as well as hired automobiles. Coverage shall include, but not be limited to: premises and operations; contractual liability; personal and advertising injury; products and completed operations; broad form property damage and shall not contain any exclusion for explosion, collapse, and underground coverage. Auto liability insurance shall cover

owned, non-owned and hired autos. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto coverage. If Contractor will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability insurance.

- f) 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 Contractor's start of work (including subsequent policies purchased as renewals or replacements).
  - 2) Contractor shall make every effort to maintain similar insurance for at least 3 (three) years following project completion, including the requirement of adding all named insured.
  - 3) If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Agreement.
  - 4) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

## **11. Liquidated Damages.**

HTA shall have the right without prior notice to Contractor to make assessments against amounts owed by it to Contractor under the terms of the Contract as provided below. Each assessment contained in this Liquidated Damages Section shall stand on its own and may be cumulative. The application of one assessment shall in no way affect the application of any or all remaining assessments/incentives established herein. HTA may elect not to impose an assessment at its discretion. HTA's election not to impose or collect any assessment in any one instance will not act as a waiver of HTA's right to make such assessments or pay such incentives in the future. The assessments detailed in this Section in no way relieve Contractor of its obligation to satisfy each and every requirement under the terms of the Contract.

Both Contractor and HTA agree that Contractor's failure to meet its obligations under the Contract will result in financial injury to HTA which would be incalculable including but not limited to reductions, fluctuations or changes in funding received by HTA. The exact amounts of any such financial injury shall be extremely difficult to determine at the time. Contractor, therefore, agrees that the amount HTA owes to Contractor under the Contract will be reduced as compensation to HTA for those financial injuries. Both HTA and Contractor agree the assessments detailed below are reasonable estimates of the damage HTA will suffer due to the shortcomings in Contractor's performance to which they relate. Accordingly, HTA may, in its complete and absolute discretion and without any prior notice to the Contractor, reduce the amount it otherwise owes to Contractor under the Contract by the following amounts and for the following reasons:

- a) Up to two (2) times the daily amount HTA would otherwise pay to Contractor each day pro-rated basis assuming full performance of the HTA's Dial-A-Ride service, for each day that Contractor fails to provide the service for which it has a contractual obligation to the HTA.
- b) Up to Fifty Dollars (\$50.00) per incident for:
  - 1) Each day Contractor fails to provide for a full complement of drivers to meet the required level of service;
  - 2) Each week day that Contractor fails to have sufficient resources to cover Dial-A-Ride Service needs (e.g. not enough vehicles);

- 3) Each occasion on which Contractor fails to notify HTA of an accident;
- 4) Each occasion on which Contractor fails to notify HTA of a missed trip;
- 5) Each occasion on which Contractor fails to report inoperable safety and security equipment;
- 6) Each incident an operator or any Contractor staff falsifies a report (i.e. manifest times, miles, monthly report on-time performance, vehicle revenue hours, denials, missed trips, dispatch log, etc.)
- 7) Blatant disregard for reporting deadlines strictly required by state and federal regulations (i.e. NTD) governing the provision/delivery of complementary ADA paratransit service, until accurate data and reports are submitted. Such data would include passenger mile survey data that HTA may require Contractor to collect for NTD purposes.

**12. Productivity Standards.** In order to ensure scheduling efficiency and encourage Contractor to use its financial and capital resources in the most cost-efficient manner, HTA has established the following productivity standards:

- a) 2.5 passenger trips/Vehicle Revenue Hour (VRH): Contractor shall strive to provide at least 2.5 passenger trips in a VRH.
- b) 97% on-time performance: Contractor shall strive to achieve a 97% on-time performance standard monthly. An on-time trip, as defined under this Contract, will be no more than 30 minutes following the scheduled arrival time recorded on the daily manifest.

No liquidated damages shall be assessed to the Contractor for failing to achieve productivity standards above. These standards shall serve as goals for which the Contractor shall strive to achieve.

**13. Record Retention, Audit And Inspection Of Records.**

- a) Record Retention and Access. During the course of this Contract and any extensions thereof, and for four years thereafter, Contractor shall maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- b) Inspection and Audit. All Contractor and subcontractor costs incurred in the performance of the Contract will be subject to audit. Contractor and its subcontractors shall permit the HTA, HCAOG the State Auditor, the Federal Agents or their 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 Contract at any reasonable time and to audit and verify statements, invoices or bills submitted by Contractor pursuant to the Contract. The Contractor also shall provide such assistance as may be reasonably required in the course of such audit including, but not limited to, the following:
  - 1) Contractor's Accounting and Bookkeeping Division shall provide instruction to auditors on accessing documents.
  - 2) Contractor shall arrange audit entrance and exit interviews in which Contractor and/or its subcontractors and the HTA or its authorized representatives will participate.
  - 3) Contractor's management or the management of a subcontractor will provide at the HTA's request a letter of representation (letter written by a company's auditors that attests to the accuracy of the financial statements).

If, as a result of the audit/review, it is determined by the HTA's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Contractor agrees to reimburse the HTA for those costs within 60 days of written notification by the HTA.

**14. Federal Provisions.** Contractor Services are funded in whole or part by Federal Transit Administration (FTA) funds. Contractor must, therefore comply with federal statutes and regulations including, but not limited, to the following: 2 CFR Part 1201 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; FTA Master Agreement; FTA Circular 4220.1F – Third Party Contracting Guidance; and the State Management Plan (SMP). In addition to every other term and condition of the Agreement, Contractor shall comply with the Federal Provisions set out in Exhibit “B, attached hereto and incorporated herein.

**15. Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

HTA:  
Greg Pratt, General Manager  
Humboldt Transit HTA,  
133 V Street  
Eureka, CA, 95501

Contractor:  
Catherine Sundquist  
CAE Transport, Inc.  
P.O. Box 8249  
Eureka, CA 95502

**16. Compliance with Law.** Contractor shall at all times comply with all local, state and federal laws and regulations applicable in any way to the operation of HTA's Dial-A-Ride service, including without limitation, the Federal Transit Administration (“FTA”) and all applicable FTA regulations, policies, procedures and directives, as amended. Contractor's failure to do so comply shall constitute a material breach of this Contract. The HTA will not be responsible or liable for the Contractor's violations of these laws.

Without limiting the foregoing, Contractor expressly agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

**17. Designation of Representative.** Contractor and HTA shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.

**18. No Waiver.** No consent or waiver by either party to or of any breach of any representation, covenant, or warranty shall be construed as a consent to or waiver of any other breach of the same or any other representation, covenant or warranty.

- 19. Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
- 20. Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
- 21. Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
- 22. Entire Agreement/Modifications And Amendments.** This Agreement together all attachments constitutes the entire agreement between HTA and Contractor as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.
- 23. Assignment, Subcontract.** Contractor may not assign its rights, interests, duties or obligations under this Agreement without prior consent from HTA. Contractor may not subcontract Services without prior written consent from HTA.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective on the date of the last party signing.

**HUMBOLDT TRANSIT  
AUTHORITY:**

**CONTRACTOR:**

\_\_\_\_\_  
Greg Pratt, General Manager

\_\_\_\_\_  
By:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Designated Representative:**

Name: Greg Pratt, General Manager  
113 V. Street  
Eureka, CA  
Phone: (707) 443-0826 Ex. 101  
Email Address: [greg@hta.org](mailto:greg@hta.org)

**Designated Representative:**

Name: Catherine Sundquist  
135 West 7<sup>th</sup> Street  
Eureka, CA 95501  
Phone: (707) 798-5076 ext. 100  
Email Address: [CSundquist@caetransport.com](mailto:CSundquist@caetransport.com)



**EXHIBIT A  
SCOPE OF SERVICES**

**1.1 Contractor Duties and Responsibilities – Operations**

**1.1.1 General**

Contractor shall provide the necessary management, technical, and operating services for the operation of Dial-A-Ride Services as specified by HTA within the following region: 1) the Arcata Mad River Transit System (AMRTS) service area; 2) the Eureka Transit System (ETS) service area, including Pine Hill, Myrtle town, Bayshore Mall, and Cutten (as far out as Campton Road); and, 3) non-mandated areas including the College of the Redwoods Humboldt Hill, Fields Landing, King Salmon, Old Arcata Road, Manila, McKinleyville, Ridgewood Heights and Elk River. Contractor shall assist and cooperate with HTA in meeting the objectives of providing quality transportation services. ADA Paratransit service is provided within ¼ mile of fixed-route transit service. Outside of the fixed route services in the Cities of Arcata and Eureka, the service areas are not an American with Disabilities Act (ADA) paratransit service. However, vehicles are required to be equipped to service mobility devices/wheelchairs and residents with limited mobility. Contractor shall establish and maintain close liaison activities, coordination, and cooperation with HTA on matters relating to operations, monitoring, reporting and service performance measurements.

All staff, facilities, vehicles and equipment, fuel, supplies and services required for the operation and management of Dial-A-Ride Services shall be furnished by the Contractor. HTA owns eight (8) buses currently in service. An inventory list is shown in Exhibit 1A, HTA/Paratransit Fleet Inventory. Additional and/or replacement vehicles may be deployed within the term of this contract.

**Exhibit 1A: City of Eureka Dial-a-Ride/Paratransit Fleet Inventory**

Unit #	Year	Make	Model	VIN	Lic. Plate	Pass. Capacity	Mileage
53	2019	FORD	E350	1FDES8PM6KKB91014	1618185	7+2	11,722
53	2019	FORD	E350	1FDEE3FS9KDC74239	1622297	7+2	12,138
56	2017	FORD	E350	1FDEE3FS0HDC47228	1528605	7+2	132,003
57	2015	FORD	E350	1FDEE3FL2FDA08589	1459682	7+2	129,554
58	2018	FORD	STARCRAFT	1FDEE3FS0KDC19108	1568738	7+3	47,591
59	2019	FORD	STARCRAFT	1FDEE3FS0KDC19114	1568739	7+3	61,908
78	2015	FORD	Starcraft	1FDEE3FL2FDA08592	1452660	7+2	135,200
79	2015	FORD	Starcraft	1FDEE3FL4FDA08593	1473272	7+2	161,788

**1.1.2 Dial-A-Ride**

Contractor shall provide Dial-A-Ride (DAR) Services primarily as advance-reservation, curb-to-curb transportation for senior residents and individuals with disabilities as certified by HTA. ADA paratransit service areas only pertain to the fixed route systems for the Cities of Eureka and Arcata. DAR service outside of those fixed route systems are supplementary where DAR service is provided on a voluntary basis and do not fall under the ADA paratransit rules and regulations. The Humboldt DAR transportation is provided for the Cities of Arcata and Eureka, in addition to the surrounding areas, from McKinleyville to

the College of the Redwoods including the areas of Humboldt Hill, Fields Landing, King Salmon, Old Arcata Road, Manila, McKinleyville, Ridgewood Heights and Elk River.

Dial-A-Ride Services offers regularly scheduled subscription transit service for areas within the ADA paratransit service area. Consistent with applicable law, subscription service may not absorb more than fifty percent of the number of trips available at a given time of day. Subscription service is not provided for any origin or destination outside of the ADA paratransit service areas.

Request for service must be ADA compliant and may be made the day before and up to 30 days in advance of the service day. Same day and immediate trip requests are accommodated if capacity is available. The service shall be six days a week, Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturday from 9:00 a.m. to 5:00 p.m. Service will not be provided on the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (4<sup>th</sup> Thursday in November) and Christmas Day (December 25).

Contractor shall handle all passenger calls regarding the requests for Dial-A-Ride service and trip reservations utilizing a telephone system that allows for the audio recording of trip reservations and exchanges between Contractor's customer service staff/reservation takers and clients for the sole purpose of tracking the quality of customer service provided by the Contractor. Contractor must also monitor this system to track wait times for each telephone call. Contractor will ensure that information will be specific to the Dial-A-Ride service. Contractor is only required to take reservations during standard business hours, which are 8:00 a.m. to 5:00 p.m. weekdays and Saturdays. An answering machine must be available for calls received during off hours.

Contractor shall meet all service level requirements under the ADA requirements. Contractor shall make every reasonable effort to have sufficient back-up vehicles and drivers to prevent trip denials from occurring. Trip denials will be reported to HTA and contractor will explain in writing the measures taken to ensure correction.

### **1.1.3 Management**

Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees. Contractor shall designate and provide the services of a Project Manager, subject to the approval of HTA, who shall provide overall management and supervision of Dial-A-Ride Services under the terms of this RFP. It is understood that, while providing a full-time service to HTA, the Project Manager may have other project management responsibilities in addition to Dial-A-Ride Services. The Project Manager must have a minimum of five years' experience in public transportation operations and at least three years supervisory experience. A bachelor's degree in a transportation or related field is preferred but not required.

Project Manager shall work cooperatively with the HTA's General Manager in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from Dial-A-Ride riders and the general public, and responding to specific requests for other assistance as the need arises.

The Contractor shall assure HTA that the Project Manager designated for this project will not be replaced without the written consent of HTA. Should the services of the Project Manager become unavailable to the Contractor, the resume and qualification of the proposed replacement shall be submitted to HTA for

approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless the Contractor is not provided with such notice by the departing employee. HTA shall respond to the Contractor concerning acceptance of the candidate for replacement Project Manager. Should the position of Project Manager remain unfilled for a period of thirty (30) days or more, HTA may deduct the Project Manager's compensation from the Contractor's payments.

The Contractor shall further designate one or more Operations Supervisor(s) to assist the Project Manager in carrying out all activities relative to Dial-A-Ride Services operations. The office of the Project Manager will be physically located at the facility designated by the Contractor for management and operation of Dial-A-Ride Services. During all times when Dial-A-Ride Services are in operation either the Project Manager or an Operations Supervisor designated to act for the Project Manager shall be available either by phone or in person at the Contractor's facility to make management and operational decisions regarding Dial-A-Ride Services operations and provide coordination as necessary, and shall be authorized to act on behalf of the Contractor regarding all matters pertaining to this Scope of Work.

#### **1.1.4 Provision of Personnel and Management**

Contractor shall be responsible for the employment and supervision of all employees necessary to perform Dial-A-Ride Services operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retention and termination.

Contractor shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check, criminal background check and physical examinations sufficient to meet all applicable requirements for Dial-A-Ride vehicle operations.

Contractor shall develop, implement, and maintain an employee substance abuse/alcohol abuse-testing program, subject to HTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and control of Dial-A-Ride vehicles and equipment. Such program will be substantially similar to federal requirements 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 a crime involving moral turpitude before or 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 at all times comply with applicable state and federal employment laws, including, but not limited to, section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended. A list of current personnel shall be maintained and provided to HTA. Contractor's personnel policies shall be in accordance with state and federal laws, including all applicable non-discrimination criteria. These requirements are not intended to be construed by either the Contractor or HTA to be in conflict with the independent contractor relationship between the Contractor and HTA.

#### **3.1.5 Training of Drivers and Operations Personnel**

Contractor shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by HTA. An outline of the training program, including periodic updates,

shall be on file with HTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

Contractor shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, Dial-A-Ride operating policies and procedure, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of vehicles, wheelchair lifts and lock systems, and other equipment that may be expected to be used in the Dial-A-Ride services.

All drivers shall be certified as having completed Contractor's formal training course for new drivers as approved by HTA, and be licensed with a valid California Class C license with appropriate certifications. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP).

Contractor shall prepare and furnish to HTA for approval, an Employee Handbook. The Employee Handbook will be provided to all drivers, dispatchers, telephone operators, and supervisors and shall include, at a minimum, the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; ticket policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on the Dial-A-Ride telephone reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, fares, Dial-A-Ride reservation procedures, and operating policies. Operations control personnel assigned to Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

#### **1.1.6 Driver's Responsibilities**

Drivers will, when requested by HTA, hand out notices to passengers or otherwise render assistance in HTA's customer relations, promotion, monitoring, and supervisory functions.

Drivers will verify fares and be responsible for all ticket transactions. Drivers will record ridership information in accordance with procedures approved by HTA.

All employees who are likely to be in contact with the public are to be trained by Contractor to give accurate information concerning all Dial-A-Ride fares and services. Additionally, drivers shall meet the following requirements and observe the following rules:

- i. Be courteous and sensitive to the special needs of passengers with disabilities and all persons contacted in the performance of the job;
- ii. Shall schedule rides in a manner that ensures a consistently high quality of service;
- iii. Maintain a working timepiece at all times (the time on his/her timepiece must be synchronized with dispatcher or lead driver daily);
- iv. Speak, understand and write the English language and only use the English language when communicating on the two-way radio regarding Dial-A-Ride-related business;
- v. Inform customers of his/her first name or ID number upon the request of the customer;

- vi. Complete a daily pre-trip inspection report per CHP/state/federal regulations;
- vii. Not smoke aboard Dial-A-Ride vehicle at any time; or eat or drink while in motion or when passengers are on board;
- viii. Not use boisterous or profane language or incivility to anyone and never use profanities while talking on the two-way radio;
- ix. Keep the vehicle clean and sanitary during the work shift;
- x. Immediately report any vehicle defects to his/her supervisor or dispatcher;
- xi. Use Dial-A-Ride vehicles only in accordance with assigned duties;
- xii. Conduct self and operate assigned vehicle in a safe and courteous manner;
- xiii. Not allow anyone to solicit on the vehicle;
- xiv. Not allow any animals, except service animals (e.g., guide dogs) on vehicle;
- xv. Refrain from speaking to anyone concerning an accident or similar incident unless it is to the Police, HTA staff, HTA Claims Adjuster or Contractor supervisory personnel; all information regarding an accident involving the HTA's Dial-A-Ride service is confidential;
- xvi. Follow the route manifest and maintain time schedules to the extent possible and notify dispatcher if it becomes necessary to alter the order of pickups or drop off or if a schedule cannot be maintained;
- xvii. Notify his/her supervisor or dispatcher via the on vehicle communications system of any schedule delay, and not talk bus to bus without direction from dispatch;
- xviii. Make all customer stops in a safe location and manner and only at designated stops unless otherwise authorized by dispatcher;
- xix. Refrain from accepting gratuities of any kind;
- xx. Keep a daily log of departure times and number of customers boarding at pickup areas;
- xxi. Honor special passes, collect fares/tickets, issue public timetables, issue bulletins and other materials, and perform occasional surveys or other actions as required by the HTA;
- xxii. Not carry or play any type of electronic device or wear headphones aboard vehicles whether moving or parked;
- xxiii. Secure all wheelchairs and scooters using the tie down systems in each vehicle;
- xxiv. Verbally identify his/her self to blind or visually impaired customers;
- xxv. Assist customers as needed and required by the ADA;
- xxvi. Use of cell phones and/or text messaging devices while driving is prohibited by law and it will be considered a punishable offense if a driver is observed violating this law by Road Supervisors, Management, or HTA management personnel. Complaints received from passengers regarding violations will be fully researched and if found valid will warrant appropriate action up to and including termination.

### **1.1.7 Safety Program**

Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel and Dial-A-Ride vehicles and equipment are maintained at the highest possible level throughout the term of this agreement. The Contractor shall comply with all applicable FTA, CHP and Occupational Safety and Health Administration (OSHA) requirements.

The Contractor shall develop, implement, and maintain in full compliance with California Law, a formal safety illness and injury prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the Contractor to drivers and other employees, and participating in risk management activities under the auspices of the Contractor's insurance carrier or

other organization. The Contractor shall provide a copy of said Safety Program, including evidence of compliance with SB-198, and subsequent program update to HTA.

The Contractor shall participate in the State of California Department of Motor Vehicles “Employer Pull Program” for appropriate monitoring of employer driver license activity.

The Contractor will require all drivers, control room personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program.

#### **1.1.8 Substance Abuse Program**

Contractor shall require its prospective, safety sensitive employees who may be assigned to perform safety-sensitive duties related to the HTA’s Dial-A-Ride system to undergo pre-employment drug testing, consistent with HTA policies and any applicable state/federal laws. Safety sensitive employees shall also be subject to post-accident testing, probable cause testing, and random testing, as required by FTA 49 CFR Parts 653 and 654, Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations. Such drug and alcohol tests will comply with Federal Transit Administration (FTA) regulations. If an employee fails a random, post-accident, or probable cause test, Contractor shall inform the HTA’s Dial-A-Ride Contract Administrator of the failure and of the actions taken within 24 hours of the event.

#### **1.1.9 Road Supervision**

The Contractor shall provide road supervision as necessary to monitor drivers and vehicles and assist drivers in revenue service.

#### **1.1.10 Accident, Incident, and Complaint Procedures**

Prior to initiating services under this agreement, the Contractor shall develop, implement and maintain formal procedures, subject to HTA review and approval, for response to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of vehicles in service, and Dial-A-Ride vehicles operating more than thirty (30) minutes behind promised schedule. All traffic accidents involving Dial-A-Ride system vehicles, irrespective of injury, shall be reported to the City of Arcata Police Department, the City of Eureka Police Department, the Humboldt County Sheriff or the CHP, as appropriate. The Contractor will advise such agency of the accident and request a police unit to investigate the accident.

HTA’s General Manager shall be notified in person or by telephone within thirty (30) minutes of the occurrence of any accident or incident involving a Dial-A-Ride vehicle or service that requires emergency services and/or the transport for medical treatment of a passenger, a member of the public or an employee of the Contractor. A written follow-up report shall be provided to HTA within one (1) business day of such accident or incident. In the event of an accident or incident that results in property damage or loss only, the Contractor shall notify HTA in writing within one (1) business day of the event and provide a written report within three (3) business days.

#### **1.1.11 Vehicle Scheduling and Dispatching Update this section for route match**

The Contractor shall utilize a systematic, organized and documented method to schedule, dispatch, and transport Dial-A-Ride passengers. The method should be capable of accommodating advanced reservations, and requests for immediate service and of integrating all demand for service into efficient vehicle tours that maximize productivity and assure service quality to levels prescribed in this Scope of Work.

HTA shall make scheduling software available to the Contractor. The Contractor may propose to use an alternate scheduling application. For all ITS property and services the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and 23 CFR Part 655 and 940.

The Contractor shall provide an adequate number of trained and qualified persons to staff the Dial-A-Ride scheduling and system vehicle dispatching functions. These persons shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log to be proposed by the Contractor.

## **1.2 Contractor & HTA Duties and Responsibilities – Vehicles and Equipment**

### **1.2.1 Vehicles and Equipment**

HTA owns eight (8) buses currently in service. Contractor shall provide all additional vehicles and equipment necessary for the operation of the Dial-A-Ride system. An inventory list is shown in Exhibit 1A.

**Back-Up Vehicles:** The Contractor shall, in addition to the vehicles specified above, provide a minimum of two (2) additional vehicles to serve as back-ups in the event that a primary vehicle must be removed from service. The Contractor shall place a back-up vehicle in service within 15 minutes of a reported break-down of an in-service vehicle and, unless new at the initiation of service under this agreement, the back-up vehicle shall be promptly removed from service as soon as repairs can be effected on the primary vehicle.

**Vehicle color and signage for the purposes of costing and submitting proposals:** All vehicles to be used in Dial-A-Ride service, including the back-up vehicles, shall be quoted as painted a uniform color with two 5" reflective stripes per the Caltrans specifications and clearly designated "Dial-A-Ride" on front, back and both sides.

**NOTE:** Humboldt Transit Authority owned vehicles providing the Dial-A-Ride service may not be used for any other purpose by the Contractor except for the provision of this service. Additionally, any vehicle that is actively providing the Dial-A-Ride service may not be used for any other purpose while doing so, and all individuals on such a vehicle must be eligible users/service attendants or authorized HTA staff.

**Radios:** All vehicles used in Dial-A-Ride service, including back up vehicles, shall be equipped with two-way radios under central dispatch control. All mobile and base radio equipment shall be provided, installed and maintained by the Contractor. The Contractor shall provide HTA with a copy of the necessary radio license and will be responsible for proper radio procedures and for any actions or fines imposed by the FCC for improper use of the system.

Contractor's personnel will have exclusive control of the equipment and facilities employed in furnishing the HTA's Dial-A-Ride service.

## **1.2.2 Operations and Maintenance Facility and Services**

### **1.2.2.1 Facility**

HTA shall be responsible for securing, establishing and maintaining a facility for the operation, maintenance and administration/dispatching of Dial-A-Ride. With the approval of HTA, such facility may be shared with operation of similar services for another client agency.

### **1.2.2.2 Maintenance**

HTA shall provide reliable maintenance equipment, supplies and/or parts for ensuring that all vehicles used for the provision of Dial-A-Ride service, are maintained and operated in accordance with all State and/or Federal regulations governing such vehicles. All Dial-A-Ride vehicles operated by Contractor must be ADA-compliant, safe, clean, free of any defects, and aesthetically pleasing to a reasonable degree as determined by the HTA. HTA shall provide an Information Management System for tracking and maintaining maintenance records and any other data required by applicable state and/or federal governments (i.e. CHP, CalTrans, and NTD) governing the delivery of Dial-A-Ride service and the maintenance of public transit/paratransit vehicles. Contractor shall produce and maintain a formal, written preventive maintenance plan, as well as written and electronic, back-up records of all repairs and maintenance activities made to each paratransit vehicle, in accordance with state and/or federal regulations. All written and electronic records shall be available to the HTA performing inspections for up to four years after the completion/termination of the contract.

### **1.2.2.3 Fueling**

HTA may provide for a fueling facility equipped with low sulfur diesel and gasoline pumps, or Contractor shall make arrangements with a subcontractor for such a facility. The low sulfur diesel fuel must meet California Air Resources Board (CARB) standards for transit buses.

### **1.2.2.4 Other Equipment**

Any other equipment, information systems, supplies, parts and facilities necessary for meeting the requirements of this Contract shall comply with all applicable state/federal laws governing the delivery of complementary ADA paratransit service, and the changing service demands over the course of the contract term. The HTA reserves the right to reject and/or specify the equipment, information systems, supplies, parts and facilities used by the Contractor

The Contractor will take all required measures to assure business continuity and to maintain all functions critical to daily operations as required by the ADA.

## **1.2.2 Telephone Reservations and Information System**

The Contractor shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with Dial-A-Ride patron demand, and in strict accordance with the operating days and hours set forth herein.

The Contractor shall make special efforts to respond to telephone service and information requests from patrons who have hearing disabilities or whose primary language is other than English. The Contractor will provide TDD equipment for communications with customers who have hearing disabilities and will provide the capability to receive and accommodate telephone calls from callers speaking Spanish during all hours when Dial-A-Ride reservations may be made. An answering machine shall be available for



recording trip cancellations for the Dial-A-Ride service when the administrative and dispatch offices are closed. The Contractor will provide its own telephone system with a minimum of three lines, as well as a separate TDD number.

#### **1.2.2.1 Ancillary Capital Expense**

The Contractor is requested to include, as an optional capital expense line item, a system providing automatic call-outs to riders as the vehicle nears their residence. This system need not be a full Interactive Voice Recognition (IVR) system but needs to provide some of the customer service and information functions that would generally be included in such a system.

### **1.3 Contractor Ancillary Duties and Responsibilities**

#### **1.3.1 Fares and Fare Collection**

HTA shall establish all fares of any kind or character to be paid by Dial-A-Ride patrons. The Contractor shall ensure that each patron pays the appropriate fare prior to being provided transportation service. All fares will be paid by patrons with cash or tickets for their appropriate fare classification. All fares collected are the sole property of HTA. HTA may elect to waive Dial-A-Ride fares for a certain period of time, and if so, the Contractor will be notified in advance.

#### **1.3.2 Data Management and Reporting**

The Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for HTA under this agreement on file for at least three (3) years following the date of final payment to the Contractor by HTA. Any duly authorized representative(s) of the HTA shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during the Contractor's usual and customary business hours. The Contractor shall provide proper facilities to HTA representative(s) and HTA shall be permitted to observe and inspect any or all of the Contractor's compliance with the provisions of this agreement. In such instances, HTA representative(s) shall not interfere with or disrupt such activities.

The Contractor shall collect, record, and report to HTA on a quarterly basis all accounting data for the Dial-A-Ride operation in accordance with the National Dial-A-Ride Database, Section 99243 of the California Public Utilities Code, and/or as specified by the HTA and/or the Humboldt County Association of Governments. All worksheets and detail information used to prepare these reports shall be available to HTA within one month after the close of the applicable quarter.

The Contractor shall collect, record and report all operational data required by HTA in a format approved by HTA. Such data shall be collected and maintained by service type and shall include at a minimum the following statistics required under the National Transit Database (NTD): passenger count, total vehicle hours, total vehicle miles, vehicle revenue hours, vehicle revenue miles, wheelchair boardings and Dial-A-Ride passenger no-shows and cancelations. The Contractor shall provide passenger mile sampling data in accordance with a method approved by the Federal Transportation Administration (FTA) for NTD purposes (i.e. an RU-20 form).

Information concerning vehicle activity shall be collected daily on the Dial-A-Ride driver's log, route drivers report, dispatch lot, and/or other formats as developed by the Contractor and approved by HTA.

The operations data shall be collected and compiled daily, weekly, monthly, quarterly, and annually. Totals shall be provided for peak-hour services, weekdays, and Saturdays.

Daily logs, reports, farebox revenue records and summaries shall be available, upon request, for HTA review at the operations facility by 3:00 PM of the next business day following data collection.

Following the close of each calendar month, a Monthly Management Report shall be prepared by the Contractor and submitted to HTA no later than the 10<sup>th</sup> business day of the following month. The Monthly Management Report shall provide HTA with a clear and concise summary of Dial-A-Ride performance during the prior month. Within thirty (30) days, of the execution of this agreement, the Contractor shall submit a proposed format for this report to HTA for approval. HTA reserves the right to modify the Monthly Management Report at any time.

Quarterly reports shall be compiled on a year-to-year cumulative basis and shall be submitted within 30 days after the close of each quarter.

### **1.3.3 Advertising and Promotion**

HTA shall have primary responsibility for the development, preparation and production of advertising and/or promotional activities with respect to Dial-A-Ride. The Contractor shall, however, cooperate with HTA in any such activities initiated by HTA by making available needed equipment, facilities, and reasonable levels of personnel assistance at no additional cost or expense to HTA. The Contractor also shall dispense Dial-A-Ride informational materials and publications, respond to patron requests for information, act as liaison and provider of information with and to community agencies and groups, and do all other things to assist and support HTA's advertising and public information efforts.

### **1.3.4 System Monitoring and Recommendations**

The Contractor shall continually monitor Dial-A-Ride operations, facilities, and equipment; and shall, from time to time as warranted, advise HTA and make recommendations to it based upon observed deficiencies and needed improvements. HTA shall retain all authority, however, to make determinations and to take action on such recommendations.

### **1.3.5 Emergencies and Natural Disasters**

In the event of an emergency or natural disaster, Contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist HTA in amelioration such incidents. To the extent HTA requires Contractor to provide such emergency services and facilities, Contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate Dial-A-Ride as herein described. Further, Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Contractor and HTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

## **1.4 Service Performance Standards**

Contractor will meet or exceed the following performance standards. HTA, or its designee, will periodically monitor Contractor's adherence to these standards.

- a. Sufficient Dial-a-Ride/Paratransit Operators. At the start of the Contract, Contractor will have available enough Paratransit Operators, plus back-up Paratransit Operators at all times to drive the number of vehicles available and maintain at least a 97% on-time performance level. No trips shall be dropped or missed due to unavailability of drivers.
- b. Road Failures. Contractor will make best efforts to minimize service delays due to road failures. If a vehicle has a road failure, Contractor will provide a replacement lift equipped (if original vehicle was lift equipped) vehicle with an unassigned back-up vehicle and operator, making best efforts to minimize service delays. If a vehicle experiences a lift malfunction it will be removed from service and replaced with a similar lift equipped vehicle.
- c. Service Efficiency. Contractor shall implement scheduling practices to maximize service efficiency. HTA's productivity standard for passenger trips per Vehicle Revenue Hour is 2.5.
- d. Customer Comments, Compliments and Complaints. The Contractor shall receive and document customer compliments, comments and complaints. The Contractor shall define complaint categories and calculate the number of service related complaints. HTA's standard for service related complaints is 1 complaint for every 600 passenger trips provided.
- e. In-coming Calls Wait Time. Contractor shall provide sufficient staffing to ensure that the average incoming call wait time is 1 minute or less for calls relating to service issues and 1.5 - 2 minutes or less for calls from individuals wishing to make a trip reservation.
- f. On-Time Performance. Contractor shall schedule service and manage operations to maximize the number of customers picked up within 15 minutes of the scheduled pickup time. HTA's productivity standard for on-time performance is 97%.
- g. Passenger Ride Time. No one rider shall spend more than one hour (time limit subject to change by HTA) on a vehicle during any one way trip, if a trip is less than twenty miles. For trips at least twenty miles, the passenger time on the vehicle is limited to ninety minutes. This policy will be reviewed by the HTA and is subject to change.

**EXHIBIT “B”  
FEDERAL PROVISIONS**

**1. No Obligation to Third-Parties by use of a Disclaimer.**

- a) No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- b) Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- c) No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the HTA for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S obligation to pay its third-party contractors is an independent obligation from the HTA’s obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- d) Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- e) HTA’s Approval of Subagreements. HTA shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by HTA. Any proposed amendments or modifications to such Subagreements must be approved by HTA prior to implementation.

**2. Program Fraud and False or Fraudulent Statements or Related Acts.**

- a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an 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, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted 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 in the CONTRACTOR to the extent the Federal Government deems appropriate.

- b) 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 the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
  - c) The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
3. **Access to Records.** HTA, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.
4. **Record Keeping.** The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.
5. **Accounting Records.** The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.
6. **Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives.** The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.
7. **Civil Rights (Title VI, EEO, & ADA).** During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:
- a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 200e, and federal transit law at 49 U.S.C. Section 5332, the

CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. Section 200e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

- b) Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation’s Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- c) Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d) Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the HTA or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the HTA of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- e) Sanctions for Noncompliance. In the event of the CONTRACTOR’S noncompliance with the nondiscrimination provisions of the Contract, the HTA shall:
  - 1) Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or

- 2) Cancellation, termination, or suspension of the Contract, in whole or in part.
- f) Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs a) through f) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the HTA or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the HTA to enter into such litigation to protect the interest of the HTA, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

8. **Energy Conservation.** The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

9. **Termination.**

- a) Termination for Convenience. When it is in the HTA's best interest, HTA reserves the right to terminate this Contract, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to HTA. If the CONTRACTOR has any property in its possession belonging to HTA, the CONTRACTOR will account for the same, and dispose of it in the manner the HTA directs.
- b) Termination for Default (Breach or Cause). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the HTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the HTA 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 HTA, 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.

- c) Mutual Termination. The PROJECT may also be terminated if the HTA and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
- d) Release Upon Termination. Upon expiration or earlier termination or suspension of the Contract, HTA will have the right to provide the HTA's Dial-A-Ride services by means of its own or

subcontracted employees, Dial-A-Ride vehicles and equipment or pursuant to contract with other carrier(s), or otherwise, operated by Contractor as provided in the Contract, and at HTA's election, Contractor shall assign its Dial-A-Ride vehicle leases with the Cities of Arcata and Eureka to HTA. Contractor agrees to release and hold harmless HTA and forever waive any claim, of any sort or nature, against the HTA based upon HTA's operation, or contracting for the operation, of the HTA's Dial-A-Ride services or any portion thereof. In addition, as further consideration for the compensation to be paid by HTA to the Contractor for the provision of services called for by the Contract, the Contractor will release and hold harmless HTA, and waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C. S1 602(e)) as it now exists or hereafter maybe amended. The Contractor also hereby forever waives any claims of unfair competition that it otherwise might assert, and forever waives any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of law.

#### **10. Debarment and Suspension.**

- a) The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- b) Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- c) Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that HTA and its "principals," as defined at 49 CFR Part 29.
- d) Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

**11. Buy America.** The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic



content.

**12. Provisions for Resolution of Disputes, Breaches, or Other Litigation.** The HTA and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the HTA's Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The HTA's Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the HTA's Board of Director's. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the HTA's Representative's decision shall become the final decision of the HTA. The HTA and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the HTA Board of Directors shall be final, conclusive, and binding regarding the dispute.

**13. Lobbying.**

- a) The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the HTA will not make any federal assistance available to the CONTRACTOR until the HTA has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- b) If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- c) The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

**14. Clean Air.**

- a) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the HTA and understands and agrees that the HTA will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b) The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**15. Clean Water.**

- a) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the HTA and understands and agrees that the HTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**16. U.S. Flag Requirements (Cargo Preferences)(Fly America).**

- a) Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- b) Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- c) Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

**17. Transit Employee Protective Arrangements (Transit Operation Only).** The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- a) The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contact and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- b) The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

**18. Charter Service Operations (Transit Operation and Rolling Stock Only).** The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the 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 under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

**19. School Bus Operations (Transit Operation and Rolling Stock Only).** Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

**20. Vehicle Operator Licensing.** The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver’s license, including any special operator license that may be necessary for the type of vehicle operated.

**21. Drug-Free Workplace (FTA Section 5311 Awards).** The CONTRACTOR certifies by signing a Contract with the HTA that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any HTA at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected HTA at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations,” 49 CFR Part 655.

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR 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 California Department of Transportation, or the HTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before July 1, 2017 and to submit the Management Information System (MIS) reports before July 1, 2021 to Greg Pratt, HTA General Manager. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual

List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

22. **Bus Testing**. The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e), 5323(c), and the FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the HTA.
23. **Pre-Award and Post Delivery Audit**. The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
24. **Intelligent Transportation Systems (ITS) National Architecture**. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.
25. **Disadvantaged Business Enterprise (DBE)**. The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.
26. **Recycled Products**. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
27. **Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work)**.
  - a) The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
  - b) No CONTRACTOR or subcontractor contracting for any part of the 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 the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**28. Section 504 and Americans with Disabilities Act Program Requirements.** The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

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