

Attachment C

AGREEMENT FOR TRANSPORTATION MANAGEMENT SERVICES

CAPE COD REGIONAL TRANSIT AUTHORITY

AND

EASTERN MA TRANSIT COMPANY

This Agreement is made and entered into this ~~24th~~ day of May, 2024, by and between the **Cape Cod Regional Transit Authority** (hereinafter referred to as the "CCRTA"), and **MV Contract Transportation, Inc.**, (hereinafter referred to as "MV") a corporation, organized under the laws of the State of Delaware with a usual place of business in 2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas, TX. 75024, qualified to do business in Massachusetts, and Eastern MA Transit Company, a Delaware corporation and a wholly owned subsidiary of MV with a usual place of business at 40 American Way, South Dennis, MA 02660 (MV and Eastern MA Transit Company are hereinafter collectively referred to as "EMATC").

The CCRTA and EMATC, for consideration hereinafter named, agree as follows:

Section 1. ENGAGEMENT AND ACCEPTANCE

CCRTA hereby engages EMATC as an independent contractor to manage the operation of the public Transit System in the Cape Cod area, including additions to and extensions thereof, (the "Transit System"), as provided herein. EMATC agrees to supply such services.

Section 2. DESIRED RESULT AND CONTRACT DOCUMENTS

The desired result to be achieved by EMATC is to manage the CCRTA Transit System under CCRTA's policies and procedures, providing the quality and quantity of service, as determined by CCRTA. EMATC will not, however, be expected to achieve results beyond the limits of the funding and other resources made available for management of the CCRTA Transit System.

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Form of Agreement between the CCRTA and EMATC
- 2) The CCRTA *Request for Proposals* for Transportation Management Services dated July 17, 2023
- 3) The Proposal of MV dated August 7, 2023

Section 3. SCOPE OF WORK

CCRTA hereby engages and retains EMATC to manage and supervise the conduct and operation of the Transit System, specifically defined in the Request for Proposals for Transit Management Services dated July 17, 2023, (the "RFP") and as more particularly described in SECTION ONE, General Information, and SECTION FOUR, Scope of Work, of the RFP, *which are attached hereto* (Appendix A and B, respectively). The CCRTA reserves the right to amend or modify all transit services, hours of operation and fares at any time.

EMATC agrees to furnish the management, supervisory, and operational services, required by and set forth in this agreement and necessary for the safe and efficient operation of the Transit System. EMATC agrees to provide its transit industry experience, skill, and judgment in performing its obligations hereunder so as to further the interest of the CCRTA. The management, supervisory, and operational services to be furnished includes, but shall not be limited to, assisting CCRTA in carrying out the functions of transit planning, marketing, real estate management, equipment and building utilization and maintenance, safety and security, Intelligent Transportation System (ITS) management and design, routes, scheduling, fares, service standards, purchasing, accounting, budgeting, safety, insurance and claims, public relations, equipment selection,

grant applications, and all other normal managerial functions reasonably required in the day-to-day operation of the Transit System and all other functions listed in the *Scope of Work*. Employee selection and training, employee relations, labor negotiations (excluding interest arbitration), shall be the responsibility of EMATC. Throughout the term of this Agreement, EMATC shall provide the CCRTA with a copy of all current personnel policies, employee handbooks and benefit packages applicable to employees engaged in the operation of the CCRTA Transit System.

CCRTA and EMATC will meet in September of each succeeding year of the contract, to review and update the *Scope of Work*, including goals and action plans, performance measures, and objectives for the operation of the Transit System. In addition to the above, and as a part of EMATC's obligations under this Agreement, within three (3) months after the execution of this Agreement, CCRTA and EMATC shall meet for the purpose of developing and agreeing upon projected cost-savings plans, for the operation of the Transit System, exclusive of CCRTA initiated actions, for the first year of this Agreement. Thereafter, CCRTA and EMATC agree to meet no later than September 30th of each succeeding year of this Agreement to determine mutually agreeable projected cost-savings for succeeding years.

At the request of CCRTA, under separate contract and for an additional fee, EMATC will supply *Special Project* assistance. *Special Projects* are not within the scope of the day-to-day management services provided for herein. For each *Special Project*, the parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking-reporting plan, prior to commencement of the work.

Section 4. COMMENCEMENT AND TERM

The effective date of this Agreement is October 1, 2023, regardless of the date of execution, and this Agreement shall continue from the effective date for a term of one year from the effective date through September 30, 2024. Additionally, there is a possibility of four, one-year extensions to September 30, 2028 subject to the mutual agreement of the CCRTA and MV.

Section 5. EMATC MANAGEMENT PERSONNEL

EMATC will furnish a Resident General Manager and a Resident Assistant General Manager who shall be selected and serve with the approval of CCRTA Administrator, and shall provide the active management of the Transit System for and on behalf of CCRTA. The Resident General Manager and Assistant General Manager shall reside in Barnstable County. Management of the Transit System shall be the full-time job of the Resident General Manager and the Resident Assistant General Manager. All expenses, including all wages, fringe benefits, retirement benefits, health and welfare insurance, disability insurance, payroll and Social Security taxes and compensation of any kind of the Resident General Manager and Resident Assistant General Manager of the Transit System are the responsibility of EMATC and shall not be a reimbursable expense chargeable to the CCRTA.

In the event CCRTA is dissatisfied with the Resident General Manager or Resident Assistant General Manager, CCRTA shall provide written notice to EMATC, following which EMATC, shall have a period of thirty (30) days in which to correct such dissatisfaction. If following such thirty (30) day period CCRTA remains dissatisfied, EMATC agrees to furnish new Resident General Manager or Resident Assistant General Manager with the advice and consent of CCRTA to provide the management service herein at EMATC's expense. If EMATC shall undertake such change without the prior written approval of the CCRTA Administrator, except in the event of an emergency, it shall be an *Event of Default*, as that term is defined herein.

In the event of the disability of Resident General Manager or Resident Assistant General Manager for a period in excess of thirty (30) days, EMATC will secure a qualified individual to fill said position for as long as such disability may continue, or will replace such individual, if necessary, all subject to the advice and consent of the CCRTA Administrator. If EMATC shall undertake such change without the prior written approval of the CCRTA Administrator, it shall be an *Event of Default*, as that term is defined herein.

Section 6. ADVISORY AND TECHNICAL ASSISTANCE

EMATC will furnish general advisory and technical assistance, at the Transit System or elsewhere, as may be reasonably required to assist the Resident General Manager in the management of the Transit System at no additional cost. Such advisory and technical assistance shall include, but will not be limited to, those relating to the managerial functions identified in Section 3 of this document and those specifically set forth below:

General operations and administrations; Employee selection and training; Safety and accident prevention; Insurance and claims; Scheduling, service standards and route planning; Fare structure; Finances, accounting and budgeting; Maintenance and equipment selection; Purchasing and supplies; Equipment and building utilization and maintenance; Real estate management and maintenance; Fare collection and security; Employee relations; Labor negotiations; Marketing; Sales promotion and public relations; Transit planning; Grant applications and processing; Information and ITS Technology; Fleet maintenance; Civil Rights Compliance; Payroll Processing in the event that CCRTA chooses to exercise this option and all other functions listed in the *Scope of Work*.

EMATC agrees that it will make available the services of MV, to assist the Resident General Manager in matters relating to collective bargaining and all other labor relations issues, excluding interest arbitration, which would be a Special Project subject to section 3 of this document.

Section 7. COMPENSATION

EMATC's fee for services rendered pursuant to this Agreement are priced below:

CCRTA Management Fee

PERIOD	FEE
Year 1	\$469,514.28 (\$39,126.19/month)
Year 2 (Optional – Mutual Agreement)	\$469,345.32 (\$39,112.11/month)
Year 3 (Optional – Mutual Agreement)	\$483,340.68 (\$40,278.39/month)
Year 4 (Optional – Mutual Agreement)	\$497,757.72 (\$41,479.81/month)
Year 5 (Optional – Mutual Agreement)	\$512,609.64 (\$42,717.47/month)

Additional cost not included in contract if approved 30-days in advance in writing by CCRTA:

Safety Review (4-times per year)	\$10,000
Labor Negotiations (two annual trips)	\$ 6,000
Financial Review (quarterly)	\$10,000

MV will be reimbursed for its out-of-pocket expenses for each of above matters; provided, however, all expenses must be approved by CCRTA prior to incurring any expense.

Payment will be made by CCRTA to MV on or before the 25th day of each month for that month's management fee on a pro rata basis of the annual fee. In the event this Agreement becomes effective or terminates during a calendar month, the fee due to EMATC will be prorated on a daily basis. The Management Fee may be increased by mutual consent of the CCRTA and MV to reflect CCRTA directed salary increases for the General Manager and/or the Assistant General Manager.

Section 8. PERSONNEL

EMATC shall utilize personnel necessary for providing the services in accordance with Massachusetts General Laws, Chapter 161B, Section 8(k) and applicable federal law. All current employees working for the Transit System as of October 1, 2023, shall be employees of EMATC and are members of the Local 1548 of the Amalgamated Transit Union, except for

managerial and/or supervisory employees. There is currently one collective bargaining agreement covering existing personnel, due to expire September 30, 2025. Subject to the terms and conditions of this Agreement, EMATC acknowledges that as the successor to the previous management company, it is bound by the terms and conditions of the existing collective bargaining agreements and assumes the management responsibilities thereunder.

EMATC shall recruit and hire drivers, dispatchers, maintenance, and other such personnel as necessary for the operating and maintenance of the system and the delivery of the services. EMATC shall test (driving test and drug test), interview, conduct a National Criminal Records Check (CORI), a Sex Offender Registry Check (SORI), review driving records, check references, perform physical exams, and perform the necessary training of all successful applicants, as set forth in the *Scope of Work*.

The CCRTA requires that its vehicles are operated in a professional and safe manner and that its customers and passengers are treated with courtesy and respect and that the highest standards of customer service are maintained throughout the organization. The standards are more fully described in the CCRTA Mission Statement and the attached *Scope of Work* in Appendix B. The CCRTA Administrator shall have the right to review the qualifications and fitness of any employee of EMATC, or successor entity, engaged in the operation of CCRTA vehicles or engaged in customer service duties. This provision shall not in any way infringe on the rights and obligations of EMATC as the employer of any such employee or the rights of any employee under a collective bargaining agreement or personnel policies and practices of EMATC.

EMATC shall be solely responsible for the satisfactory work performance of all of its employees. EMATC shall be responsible for proper payment of all employees' wages and benefits. EMATC shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, Social Security and Americans with Disabilities Act and all other applicable federal, state, and local laws. The cost of all of the foregoing shall be an operating expense of the Transit System to be paid by CCRTA.

Section 9. SECTION 13(c) AGREEMENT

EMATC agrees to abide by the terms and conditions of any agreement entered into by CCRTA or its agents or contractors, pursuant to Section 13(c) of the *Urban Mass Transportation Act of 1964*, as amended, in the performance of its obligations hereunder.

Section 10. PAYMENT OR REIMBURSEMENT OF EMATC OPERATOR COSTS

The contract between the CCRTA and EMATC includes a set monthly/annual Management Fee in addition to payment or reimbursement for Operator costs incurred in conformance with the Section 3 Scope of Work, which Operator costs are defined as follows:

- A. Operator Costs of the Transit System, as used herein, shall mean all costs and expenses incurred that are directly attributable to the operation of the Transit System by EMATC in conformance with Section 3 Scope of Work, including, but not limited to, all wages and other compensation due or payable to all personnel necessary to operate the Transit System, all fringe benefits, pension benefits, transmittal payments of employee payroll deductions, and any other benefits plan payments and related expenses pertaining to all personnel necessary for the operation of the Transit System, all vacation and sick pay, all payroll taxes and costs, social security taxes, property taxes, employee withholding taxes, and all other taxes pertaining to the operation of the Transit System, all statutory workers' compensation insurance coverage, costs for accounting and record keeping, costs for any audits required by federal, state, local, or other governmental authorities with jurisdiction, all training costs, all costs associated with maintenance of the Transit System facilities, equipment, or vehicles, the cost of all tools, maintenance equipment, all rental fees, utilities, association dues, insurance premiums, insurance deductibles, supplies, parts, computers and office supplies and equipment, fuel costs, lubricants, uninsured losses, all costs of compliance with legal requirements or government regulations and all other direct charges, costs, and expenses pertaining to or arising out of the operation of the Transit System. Subject to the further provisions of this Section

10, Operator Costs shall include all costs related to accident and other claims related to operation of the Transit System (including attorney's fees, judgments and settlements).

B. Operator Costs of the Transit System requiring approval before proceeding include:

- i. Services referenced in Section 7 related to safety reviews, labor negotiations, financial reviews, and special projects.

C. Third Party Claims Notification and Approval

- i. Any claims made by third parties, including without limitation employment, liability and any other type of claim and any attorney's fees, judgments and settlements related thereto, arising out of the operation of the Transit System and any costs and expenses related thereto shall be presented to the CCRTA upon knowledge thereof, in every case within fourteen (14) days of receipt thereof to facilitate the handling of such claims by the CCRTA and any required assistance by EMATC as directed in writing by the CCRTA.
- ii. Any costs and expenses in any way related to any and all such claims made by third parties, whether related to such claims that have been made previously or are made in the future, shall only be incurred or paid with the direct written approval of the CCRTA. Any such costs and expenses incurred or paid without CCRTA written approval shall not be eligible for reimbursement.

D. Operator Costs of the Transit System that are included in the Section 7 Management Fee and not eligible for separate reimbursement include the following:

- i. Advisory and technical assistance as outlined in Section 6.
- ii. Payroll, fringe benefits, and other expenses of the General Manager and the Assistant General Manager.

E. Other Operator Costs of the Transit System not defined in the above subsections A. through D shall be submitted by EMATC to the CCRTA for review. The CCRTA will review and process payment or reimbursement if it determines the cost is directly related to and necessary for the operation of the Transit System by EMATC in conformance with Section 3 Scope of Work and not included under the Section 7 Management Fee.

Payroll and related employee benefits (with the exception of the General Manager and Assistant General Manager) are paid directly by the CCRTA. Additionally, all invoice billings, with very few exceptions, are paid directly by the CCRTA. As a result, there is no advance cash "float" required by EMATC. In those few circumstances when incidentals are purchased on an emergency basis, a formal process is in place that requires a purchase requisition form to be completed and submitted by EMATC Management to the appropriate personnel of the CCRTA for review and approval before reimbursement is processed.

Payment of the monthly Management Fee shall be submitted by EMATC to the CCRTA the second week of the current month in order for the CCRTA to process the monthly payment to MV on or before the 25th day of the month.

Supplemental Invoices: For those few invoices processed directly by EMATC for subsequent reimbursement, EMATC is responsible for submitting invoices within 15 business days after the close of the prior month's payment activity to the CCRTA. CCRTA will process the reimbursement payment within 30-days. Should an invoice for reimbursement payment be denied, the CCRTA will make every effort working with EMATC to quickly resolve and process payment.

EMATC shall inform the CCRTA Administrator of any proposed changes in compensation and/or benefits for any employee, except for changes required pursuant to a collective bargaining agreement, and/or of proposed changes in its personnel policies that may result in increased costs to the CCRTA. EMATC shall not increase the number of employees, or full-time employee equivalents, at any time during the term of this Agreement without first notifying the CCRTA Administrator. EMATC shall keep the CCRTA Administrator informed of the progress of all collective bargaining

deliberations and shall alert the Administrator of any possible job actions or other service disruptions that may reasonably be anticipated, in a timely manner.

CCRTA operates with a combination of federal, state, and local funds, as well as fare box revenues. This agreement is subject to the availability of funds from CCRTA's funding sources and is contingent upon receipt of these funds by CCRTA. In the event that funding from these sources is eliminated or decreased, CCRTA reserves the right to terminate the agreement or modify it accordingly.

Section 11. EQUIPMENT, FACILITIES AND SERVICES

CCRTA will provide administrative, maintenance, and vehicle storage facilities, as well as all equipment, supplies and vehicles as may be reasonably necessary for the operation of the Transit System. EMATC will be responsible to work with CCRTA *Facilities Manager* for all maintenance necessary to keep all CCRTA facilities in good working and continual order, the cost of which shall be an operating expense of EMATC, to be directly paid or reimbursed by CCRTA. All property of any type whether real, personal, or mixed hereinafter acquired and reasonably necessary for performance of the Transit System operations shall be acquired at CCRTA's expense and shall become the property of CCRTA. EMATC, in coordination with the CCRTA *Facilities Manager* is also required to manage HVAC, grounds, carpentry, structural, electrical, mechanical (Plumbing), emergency repairs, vendor relations and management of maintenance personnel, the cost of which shall also be an operating expense of EMATC to be directly paid or reimbursed by CCRTA. CCRTA agrees to directly pay or reimburse any other approved reasonable operating expenses incurred by EMATC for the management or operation of the Transit System.

Section 12. EMPLOYER STATUS

Eastern MA Transit Company shall be the employer of all employees necessary for the operation of the Transit System, unless another arrangement is made with the prior approval of the CCRTA Administrator. EMATC is responsible for conducting labor relations and the negotiation of collective bargaining agreements, with the general guidance of the CCRTA with respect to transportation service level and financial implications.

Section 13. REVENUE

All revenue and income derived from the operation of the Transit System, whether from passengers or from any other source, including, but not limited to, advertising, pass and ticket sales, rents, and licenses, shall be and remain from the initial receipt thereof, the absolute property of CCRTA. The handling and treatment of such revenue, including the banking thereof, and the accounting therefor, shall be as directed by CCRTA. EMATC on behalf of CCRTA, shall receive, collect and prepare for transfer to armored car service all of the aforesaid revenue collected in its operations in the manner directed by CCRTA. CCRTA's fare structure is a flat fare, based on the service chosen. EMATC will be responsible for collecting, handling and reporting passenger fares. A detailed list of fares is attached hereto as Appendix C. CCRTA reserves the right to amend or modify its fare structures. EMATC shall implement and collect the fares and charges, established by CCRTA. Fare collection and all related security measures shall be the sole responsibility of EMATC. The amount of all collected fares and passes shall correspond to the reported number of passengers carried. All revenues derived from the operation of the Transit System shall be the property of CCRTA. EMATC shall keep and maintain the local books and records in relation to the CCRTA revenue collection.

Section 14. PURCHASING OF EQUIPMENT AND SUPPLIES

EMATC shall make recommendations for approval to the CCRTA from time to time, regarding the types and amounts of materials, supplies, tools, and equipment, including buses, needed for use in the operation or maintenance of the Transit System. EMATC shall make recommendations as to type, quantity and amount of materials, supplies and equipment to be purchased, and such purchases shall be made pursuant to the CCRTA's purchasing policy, as according to the *Scope of Work*.

Section 15. BUDGET PROJECTIONS AND TRANSIT SERVICE PLANNING

EMATC agrees to prepare or assist in the preparation of the necessary annual budgets and projections as are required by CCRTA and agrees to furnish reports and recommendations to CCRTA relating to service extensions, route planning and service policies.

Failure by EMATC to meet annual federal reporting or minimum testing requirements due to negligence shall be an Event of Default subject to EMATC's right to cure such default as provided in section 26c.

Section 16. INSURANCE AND HOLD HARMLESS AGREEMENT

CCRTA shall maintain at all times during the term of this Agreement, any renewal or extension thereof the insurance coverage described below or such other insurance as may be required by CCRTA.

CCRTA shall purchase and maintain insurance of the following types:

- **Commercial General Liability**
- **Commercial Automobile with Garagekeeper's Liability**
- **Commercial Property**
- **Excess Liability**
- **Pollution Storage Tank Liability**
- **Turbine**

All such insurance shall be written by an insurer having a most recent published rating by A.M. Best & Company of "A-VII" or better. Upon execution of this Agreement and no less than thirty (30) days prior to the expiration of any of these policies, certificates of insurance reasonably acceptable to MV evidencing the maintenance of such insurance shall be furnished to MV. The certificates shall provide that no cancellation shall be effective until thirty (30) days after receipt of written notice to MV by the insurance carrier. CCRTA shall be responsible for maintaining any other coverage required by law. CCRTA will furnish to MV within thirty (30) days of request copies of all policies required under the Agreement. The Commercial General Liability, Automobile Liability policies, Commercial Property, Pollution, and Turbine, in addition to any excess or umbrella policies maintained by CCRTA, shall name EMATC as additional insured. The insurance provided by CCRTA shall apply on a primary basis. Any insurance maintained by MV shall be excess of and shall not contribute with the insurance provided by CCRTA. All deductibles or self-insured retentions are the sole responsibility of CCRTA. Compliance with these insurance requirements shall not limit the liability of CCRTA (including, but not limited to, pursuant to the indemnity provisions of this Agreement).

EMATC shall purchase and maintain, at CCRTA's expense as a cost of the Transit System, the following types of insurance from a company licensed to do business in the Commonwealth of Massachusetts and be endorsed to name the CCRTA, as additional insured, and shall contain waivers of subrogation on all parties in favor of the CCRTA. EMATC shall provide the CCRTA with a certificate of insurance evidencing the required insurance coverages.

- **Workers Compensation and Employers Liability:** Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- **Fraudulent Acts and Employment Practices:** with a limit of \$1,000,000. EMATC shall maintain a policy with such deductible and limit of liability as determined by EMATC and CCRTA as sufficient to protect the interests of EMATC and CCRTA.

MV shall purchase at its own expense commercial general liability and workers compensation and employer liability insurance coverages covering the Resident General Manager and the Resident Assistant General Manager, which commercial general liability coverage shall name the CCRTA as an additional insured. EMATC shall provide Certificates of Insurance evidencing such coverage upon the execution of this Agreement and upon renewal of said policies.

Waiver of Subrogation: To the fullest extent permitted by law, EMATC and CCRTA waive all rights against each other and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

Indemnification: CCRTA shall indemnify, defend and hold harmless EMATC and their respective officers, directors, employees, stockholders, agents, representatives, subsidiaries, and affiliates, at all times from and after the date of this Agreement, from and against all liabilities, losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, fees, costs and expenses (including reasonable attorneys' fees, expert witness fees and costs and expenses of investigation) incurred by EMATC, as a result of, arising from or related to the operation of the Transit System, including, without limitation, any damage to property or injury to or death of any persons occasioned by or related to EMATC's performance of the operational services under this Agreement or the acts or omissions of EMATC or its employees, agents, subcontractors, or representatives.

MV shall indemnify, defend and hold harmless CCRTA and its respective officers, directors, employees, stockholders, agents, representatives, subsidiaries, and affiliates, at all times from and after the date of this Agreement, from and against all liabilities, losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, fees, costs and expenses and related to management services provided under this Agreement, (including reasonable attorneys' fees, expert witness fees and costs and expenses of investigation) incurred by CCRTA as a result of, arising from or related to the management services provided pursuant to this Agreement, including, without limitation, any damage to property or injury to or death of any persons occasioned by or related to MV's performance of the management services provided pursuant to this Agreement or the acts or omissions of MV or its employees, agents, subcontractors, or representatives (but, for the avoidance of doubt, excluding (i) accidents or incidents relating to operation of the transit system (including all vehicle accidents/incidents), and (ii) the acts or omissions of Eastern MA Transit Company or its employees, agents, subcontractors, or representatives).

Section 17. LEGAL COUNSEL

It shall be the responsibility of CCRTA to handle all legal matters of the Transit System. Whenever legal counsel is required for the benefit of the Transit System and such counsel is not provided by CCRTA, EMATC shall have the right to retain counsel and charge the cost thereof as an operating expense of the Transit System subject to the provisions of Section 10 above. However, before EMATC may exercise this right to engage counsel and charge the cost of same as an operating expense, EMATC must comply with the presentment requirements identified in Section 10B(ii) above.

Section 18. FORCE MAJEURE

The parties shall not be liable to each other for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the reasonable control of the subject party.

Section 19. NO PERSONAL LIABILITY

No officer, director, or employee of CCRTA or EMATC shall be personally liable for the fulfillment of the conditions of this Agreement.

Section 20. SEVERABILITY AND INTENT

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

Except as is expressly provided herein, this Agreement is not intended to be a third party beneficiary Agreement and conveys no rights on anyone other than CCRTA and EMATC.

Section 21. ASSIGNMENT

This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. However, this Agreement shall be binding upon the successors or assigns of the respective parties. Notwithstanding the foregoing, MV shall have the right to assign its rights and obligations under this Agreement to EMATC, provided that MV shall nevertheless remain liable for all of its obligations under this Agreement.

Section 22. NOTICE

Notice to EMATC means notice in writing addressed to EMATC 's local Resident General Manager at the local address of the Transit System, and to the Regional Manager, EMATC and delivered to the office of EMATC at 2711 N. Haskell Avenue, Suite 11451500 LB-2, Dallas, TX. 75024. Notice to the CCRTA means notice in writing addressed to Thomas S. Cahir, Administrator, CCRTA, P.O. Box 1988, Hyannis, MA 02601.

Section 23. APPLICABLE LAW

This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. Any action to enforce the provisions of this Agreement shall be brought in the *Superior Court Department of the Massachusetts Trial Court* or any other Massachusetts court of competent jurisdiction.

Section 24. FEDERAL CHANGES

EMATC shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between CCRTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The failure of EMATC to so comply shall constitute a material breach of this contract.

Section 25. TERMINATION

a. Termination for Convenience (General Provision). CCRTA may terminate this contract, in whole or in part, at any time by three (3) months advance written notice to EMATC when it is in the Governments best interest. EMATC shall be paid its costs, including contract close-out costs and its Management Fee earned to date, and profit on work performed up to the time of termination. EMATC shall promptly submit its termination claim to CCRTA to be paid to EMATC. If EMATC has any property in its possession belonging to CCRTA, EMATC will account for the same, and dispose of it in the manner CCRTA directs.

b. Termination for Default [Breach or Cause] (General Provision): If EMATC materially fails to perform in the manner called for in the contract, or if EMATC fails to comply with any other material provisions of the contract, CCRTA may, subject to EMATC's right to cure such default, terminate this contract for default. Termination shall be effected by serving a notice of termination on EMATC setting forth the manner, in which EMATC is in default. EMATC 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 CCRTA that EMATC 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 EMATC, CCRTA, after setting up a new delivery or performance schedule, may allow EMATC to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision): Upon receipt of any notice of default or termination, except a termination for convenience, except as otherwise provided herein EMATC shall have a period of 21 days, in which to cure the defect or

default or such longer time as may be reasonably necessary to cure such default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If EMATC fails to remedy to CCRTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt by EMATC of written notice from (CCRTA) setting forth the nature of said breach or default, and following the expiration of the applicable cure period, CCRTA shall have the right to terminate the Contract without any further obligation to EMATC. Any such termination for default shall not in any way preclude CCRTA from also pursuing all available remedies against EMATC and its sureties for said breach or default. Notwithstanding the foregoing, under no circumstance shall EMATC be liable for any indirect, special or consequential damages arising from any breach or default.

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

Section 27. INCORPORATION OF FTA TERMS

EMATC acknowledges that this contract is subject to provisions including, in part, certain Standard Terms and Conditions required by U.S. DOT, the FTA, and the Commonwealth of Massachusetts whether or not expressly set forth in the contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F "Third Party Contracting Requirements" and the grant agreement between U.S. DOT, FTA and CCRTA 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. EMATC shall not perform any act, fail to perform any act, or refuse to comply with any CCRTA requests that would cause CCRTA to be in violation of the FTA terms and conditions.

The provisions of Attachment D "Federal and State Clauses and Certifications" of the RFP and the certifications executed by EMATC and submitted with its proposal are incorporated herein by reference.

Section 28. ENTIRE AGREEMENT

This Agreement for services, together with the documents referenced in section 27 above represents the entire agreement between the CCRTA and EMATC with respect to the subject matter hereof, and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged, nor may this Agreement be amended except by a writing executed by both parties. In the event of any conflict or inconsistency between or among the provisions of this agreement, the provisions of the Federally Required Agreement Clauses and/or the provisions of the RFP issued by CCRTA (the "RFP"), or the EMATC response to the RFP, then the provisions of this agreement shall govern, control, and prevail over the provisions of the Federally Required Agreement Clauses, and the Federally Required Agreement Clauses shall govern, control and prevail over the provisions of the RFP and the EMATC response to the RFP. If any provisions, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

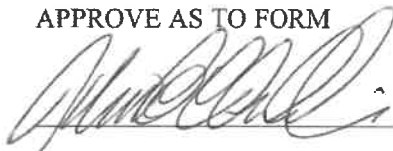
CAPE COD REGIONAL TRANSIT AUTHORITY

BY:


THOMAS S. CAHIR, Administrator

Date: 5/24/24

APPROVE AS TO FORM

 5/24/24

Robert C. Chamberlain, Esquire
Legal Counsel

Eastern MA Transit Company

BY:



Date: 5/21/2024

Erin K. Niewinski, Executive VP & CFO

Print Name

Title

MV Contract Transportation, Inc.

BY:



Date: 5/21/2024

Erin K. Niewinski, Executive VP & CFO

Print Name

Title

Please attach a corporate authorizing resolution.

APPENDIX A

SCOPE OF SERVICES

RFP Section One, General Information

GENERAL INFORMATION

CCRTA currently provides public transportation services in the 15 Towns comprising Barnstable County (Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, Yarmouth) with 64 fixed route revenue vehicles including, 30-foot transit buses, four trolleys in seasonal service and 26 foot and 28 foot mini-buses. In addition, CCRTA operates 69 smaller cutaway vehicles ranging from four to twelve passengers that provide Demand Response (DART and SmartDART) service. All CCRTA vehicles are equipped with Intelligent Transportation System (ITS) hardware and software including Global Position System (GPS)/Automatic Vehicle Location (AVL), and Mobile Data Computers. The CCRTA owns all vehicles, equipment, materials, and supplies, as well as the Hyannis Transportation Center built in 2002 and a Maintenance/Operations Center facility in Dennis, MA completed in 2007. Union personnel staffing levels will vary over the course of the year (particularly Operators), but will be generally consistent with the following personnel levels.

The Selected Contractor Would Employ:

Union Personnel:

UNION PERSONNEL (ATU 1548):

50	Full-time year-round Operators
30	Part-time year-round Operators
5	Seasonal Operators (May through September)
5	Full-time year-round Mechanics
1	Full-time Mechanic Apprentices
3	Full-time year-round Utility employees
1	Full-time year-round Janitor
1	Full-time year-round Electronics Technician
1	Full-time year-round Bookkeeper
1	Full-time year-round Clerical/Bookkeeper
1	Part-time year-round Clerical/Bookkeepers
2	Full-time year-round Schedulers
6	Full-time year-round Dispatcher/Schedulers
2	Part-time Seasonal Dispatchers
109	Total Union (ATU 1548) Personnel

NON-UNION PERSONNEL:

1	Full-time year-round Operations Supervisors
3	Full-time year-round Road Supervisors
1	Full-time Facility Custodian
1	Full-time Call Center Supervisor
1	Full-time Call Center Assistant
1	Full-time year-round-Safety & Training Manager
1	Full-time year-round Human Resources/Risk Manager
1	Full-time year-round Maintenance Manager
1	Full-time year-round Assistant Maintenance Manager
11	Total Non-Union Personnel

APPENDIX B

RFP Section Four, Scope of Work

CCRTA Mission Statement

Our mission is to provide excellent customer service through efficient, reliable, safe, and affordable transit options to all of our customers and communities.

The Contractor will provide Management Services required by CCRTA and necessary for the efficient operation of service under policies, standards, and procedures, established by the CCRTA. Qualified Contractors must be capable of providing Management Services including, but not limited to, the following:

A. Management Team:

The management contract shall include a full time General Manager who should reside in Barnstable County and be responsible for all the duties of the General Manager. The individual must have a Bachelor's Degree in Transportation, Business Management, Public Administration or similar field and a minimum of five (5) years of supervisory experience, the majority of which must have been working in a top management capacity in the field of coordinated fixed route, paratransit service or equivalent service. The management contract shall include a full time Assistant General Manager who has a Bachelor's Degree in Transportation, Business Management, Public Administration or similar field, or at least four years' experience in transit management or transit operations and should reside in Barnstable County.

CCRTA works closely and effectively with the management team employed by the current Contractor. We have observed the consequence of a weak team or a team that does not work well with the RTA and how performance directly suffers. Bidders should be aware that the management team of the winning proposal is still subject to prior approval by the Administrator regardless of the company's selection as a result of this solicitation.

Additionally, the CCRTA reserves the right to terminate the employment of the General Manager and/or Assistant General Manager at any time over the duration of the contract and with the consultation of the management company, CCRTA reserves the right to appoint a replacement General Manager and/or Assistant General Manager. Management staff must be available 24-hours-a-day to manage emergencies.

B. The Contractor and their resident management team will be responsible for management of the following:

- 1) CCRTA will provide the Contractor with all equipment, facilities (owned or leased), and operating funds for the operation of service. There are two options for processing payroll (and related fringe benefit costs and payroll taxes) for the General Manager and the Assistant General Manager: 1) paid by the management company (which would be included in the monthly management fee) or 2) as part of the direct cost incurred by the CCRTA through the existing payroll system. The bid should reflect the cost of both options, with the final option to be selected by the CCRTA. Other support personnel required on an as needed basis as determined by the General Manager requires the pre-approval of the CCRTA Administrator and will either be paid directly by the CCRTA or billed by the management company.
- 2) Management Fee and reimbursed by the CCRTA. Included in the Management Fee, the Contractor is responsible for all corporate taxes, fees, and administrative expenses of the company not directly related to the operation (as an example but not limited to, corporate income taxes and the preparation of corporate tax returns).
- 3) Operation of the CCRTA fleet and leased facilities, including scheduling, routing and performance monitoring, supervision of all operations, office personnel, fleet maintenance, computerized scheduling and dispatching, automatic vehicle locators, mobile data computers, smart card/magnetic stripe readers, special projects, ITS communication and software operations on a Local Area Network, and all service related thereto.

- 4) Personnel related services, consisting of employee hiring, firing, discipline, training, safety, compensation, all tasks associated with union and labor issues, and all actions related to EEO/AA, Title VI, ADA, DBE and FTA Drug and Alcohol requirements. The Management Company is required to employ the existing employees, as necessary, in accordance with FTA 5333(b) and covered union contracts. Note: Managerial staff is not covered by collective bargaining.
- 5) Financial and other management services include, but are not limited to the following:
 - i. Budget preparation and forecasting in coordination with the CCRTA management team
 - ii. Offer economy of scale procurement of equipment, parts, and maintenance supplies resulting in cost savings to the CCRTA
 - iii. Limited billing for the reimbursement of incidental costs incurred by the management company not covered under the Management Fee
 - iv. Compliance with federal, state, and local regulations
 - v. Preparation of reports and performance monitoring data as necessary for the CCRTA Administrator, staff and/or Advisory Board
 - vi. Recruitment and retention of drivers and technical employees (e.g. mechanics)
 - vii. Provide background check/screening for new employees and periodic updates for existing employees
 - viii. On-line and in-person training materials and classes, including training programs for safety, electric vehicle operation and maintenance, and general training support, as needed
- 6) The Management Company offices will always be open to authorized officials of CCRTA, the Commonwealth of Massachusetts or the United States of America to inspect and audit the books and records maintained by the management company and review the operation.
- 7) The General Manager will be required to be on-site for two (2) weeks prior to October 1, 2023, to arrange for the transition of the successful company. The cost of this activity shall be paid by the selected Management Company.
- 8) Reporting requirements for Federal and State oversight agencies are significant. The Management Company will be required to provide all data required to satisfy this obligation including changes which may occur to the requirements in the future years of the contract.

Service Description

Purpose: The Transit Management Company, hereinafter referred to as “The Contractor,” shall provide operationally dependable, Customer-friendly, fixed route services, paratransit services, and ADA services for passenger use in the most cost-effective manner.

Fixed Route/General Public Paratransit/Boston Hospital Bus (BHT)/Summer Service: Such services shall include, but shall not be limited to day-to-day operation of all services, including:

- Administrative management
- Employment, supervision, hiring, and training of all personnel (including Drivers, Dispatchers, Schedulers, Supervisors, Clerks, and Maintenance personnel)
- Supervision of fixed route and paratransit operations and dispatching of vans/buses
- Providing for Drivers who will be immediately available in the absence of regular Drivers; provide Administrator with plan on how this has been implemented in other facilities and how you intend to fulfill that obligation here

- Maintenance and repair of CCRTA equipment including MAP vehicles leased to other transportation providers on Cape Cod such as Councils on Aging, as needed
- Assisting CCRTA in public relations and promotions
- Financial Management, including preparation of budgets, analysis and report of financial and other matters pertaining to the operation of the services, in coordination with CCRTA
- Clerical bookkeeping, and accounting services related to Contractor invoices and payroll costs submitted to the CCRTA for payment
- Submitting required reports, as deemed necessary by the Administrator
- Reporting monthly performance measurements
- Adhering to the CCRTA complaint resolution policy that meets ADA requirements (procedures must apply to all passengers) (See Attachment E)
- Ensuring that all of the Contractor's staff undergoes training as outlined in the *Scope of Work* and any other required CCRTA training
- Undertaking a minimum of bi-annual passenger surveys
- Complying with claims procedures, approved by the CCRTA
- Attending meetings, as necessary, and prepare informational reports, as requested by the CCRTA
- Performing any future work that the CCRTA undertakes, at the request of the CCRTA Administrator, in order to maximize the utilization of contracted CCRTA vehicles
- And such other work as may be necessary to comply with the requirements contained herein

Service Area and Hours of Operation

Currently, CCRTA service area includes fifteen (15) member towns of Cape Cod, Massachusetts and Boston Hospital Trips. Future expansion of services may include transportation services currently performed by the Human Service Brokerage System private contractors.

Fixed Route Description of Services: CCRTA fixed route services currently consists of seven year-round routes and three additional seasonal routes. Yearly revenue miles and revenue hours were 1,681,073 and 88,399 respectively as reported in the 2022 NTD submission. Routes vary in frequency from 30 minutes in summer to 60 minutes off-season, in most cases.

Paratransit Description of Services (Including BHT): CCRTA paratransit services currently consists of 60 vehicles, 3,249,810 miles, and 88,737 hours of service respectively as reported in the 2022 NTD submission.

Adjustments to Services: The CCRTA Administrator reserves the right to adjust services at any time. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours and any modifications necessary, due to emergency situations, including, without limitation, emergencies due to weather. The Contractor must provide services in accordance with the published trip schedules, approved by the CCRTA (See published trip schedules on our website).

Service Hours:

CCRTA Fixed Route Service Hours

- Hourly service, ranging from 5:30 a.m. - 9:00 p.m. eight months out of the year; no Sunday service and limited holiday service
- Hourly service, ranging from 5:30 a.m.-3:30 a.m. during the summer; includes Sundays and holidays
- The Contractor will be expected to provide services during all hours stated above. Hours of operations are subject to change by the CCRTA

ADA Complementary Paratransit Service

- ADA Paratransit service shall be operated during the same hours and days that the CCRTA's fixed route service operates. CCRTA reserves the right to adjust its transit services at any time

- The Contractor will be expected to provide services during all hours stated above. Hours of operations are subject to change by the CCRTA

CCRTA Paratransit (DART) Service Hours

- Hourly Service: 7:00 a.m. to 7:00 p.m. in all towns Monday – Friday; Saturday 9:00 a.m.-7:00 pm; Sunday 9:00 a.m.-1:00 p.m. in towns as noted
- The Contractor will be expected to provide services during all hours stated above. Hours of operations are subject to change by CCRTA

Contractor Dispatching Service Hours

- The CCRTA's Operations Center is open for business Monday-Saturday 5:30 a.m.-9:00 p.m., Sunday 5:30 a.m.-1:30 p.m.
- During the summer, the Operations Center is open seven days a week 5:30a.m.-1:00 a.m.

Holiday Schedule

- CCRTA reserves the right to establish modified schedules that it deems appropriate in conjunction with the holidays listed below:
 - New Year's Day, Martin Luther King, Jr. Day, President's Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day

Customer Service and Communication

Superior customer service provided by all CCRTA and Contractor employees is the first priority and must be successfully carried out in all duties and responsibilities.

The Contractor will provide and manage Customer service related to the Contractor's responsibilities, handle all Customer issues, and keep CCRTA apprised of all complaints and compliments. Services provided include, but are not limited to, telephone support, front desk support, implementation of satisfaction surveys, communicating holiday/snow schedules, providing on-board and in-person scheduling information, complaint and compliment feedback, lost-and-found, and monthly reports. Polite and compassionate demeanor from Call Takers, Schedulers, Dispatchers, Supervisors, and Drivers is required and should be strongly enforced via random evaluation of recorded interaction. The Contractor should also have a bi-annual assessment of each Scheduler and Dispatcher using an accepted evaluation form.

The Contractor shall ensure that communications with Customers with disabilities are equal to or better than communications with Customers who do not have disabilities. The Contractor will work with CCRTA to maintain Customer communications in the following manner:

- Customer communications reservations for DART are from 8:00AM to 5:00PM Monday through Friday. A twenty-four (24) hour answering system to record Customer messages and to inform Customers of transportation options is available outside of regular service hours
- Telecommunications device for the deaf or other equally effective telecommunication systems, subject to prior approval, to communicate with hearing or speech impaired Customers
- Customer information in alternative formats (e.g., large print, Braille, etc.) when requested
- Communications capability from 8:00 a.m.-5:00 p.m. Monday through Saturday, except for all federal and state approved holidays, in order to receive and respond to telephone requests from agencies and/or Customers for Covered Services
- An emergency, after-hours management contact (e.g., cell phone)

Information: The Contractor must provide telephone information to answer public requests for information during normal business hours.

The Contractor shall distribute passenger notices, fixed route schedules, surveys and other information as required by CCRTA. The Contractor must ensure that all information regarding route changes, detours, bus breakdowns and other pertinent general information is transmitted to the Customer Service Center in a timely manner. The Contractor must ensure that any and all information disseminated to Customers by any employee is consistent with CCRTA policy. The

Contractor will provide the CCRTA with quality reports on daily/monthly phone volume, wait time on phone prior to answering Customer questions. This report will also be used to monitor ADA service compliance.

Passenger Complaints: The Contractor must comply with the CCRTA *Complaint Resolution Policy*. The Contractor shall provide CCRTA with responses to passenger complaints within two (2) working days of receiving, and after inserting, complaint into the designated tracking software. The Contractor is required to investigate the complaints and provide the results of the investigation. The Contractor is also required to indicate the steps to be taken to avoid any subsequent occurrence of similar complaints. As part of the feedback loop, a process to communicate the resolution to the Customer is required. The Contractor is responsible for answering and keeping records of all complaints received. When appropriate, complaints should become part of an employee's personnel file.

Fares

CCRTA's fixed route structure, ADA, DART, SmartDART and BHT is arranged by route, with a base fare for each route and an extra charge for subsequent routes. The Contractor will be responsible for collecting, handling, and transferring passenger fares to an armored car service with the assistance of a CCRTA employee. The amount of all collected fares, transfer slips and passes shall correspond to the reported number of passengers carried. A detailed list of fares to be charged will be provided to the Contractor as part of the contract, designated by the CCRTA. The Contractor shall implement and collect the fares established by CCRTA. All revenues derived from the operation of the transit system shall be the property of the CCRTA. Fares received will be counted by CCRTA employees and revenue received shall be transferred to armored car service with the assistance of a CCRTA employee for deposit.

Facilities

CCRTA will provide administrative, maintenance and vehicle storage facilities. These facilities are located at 40 American Way, South Dennis, Massachusetts. The Contractor will be responsible to work with CCRTA *Facilities Project Manager* for all maintenance necessary to keep all CCRTA facilities in good working and continual order, the cost of which shall be an operating expense of and paid for by CCRTA.

Personnel

Staffing Plan: The Contractor shall provide CCRTA annually with a Staffing Plan that clearly identifies the manner in which this Plan will satisfy the obligations set forth by the FTA and CCRTA under this contract. The Administrator will review and approve this staffing plan prior to implementation. The Contractor's use of existing staff and the hiring of new staff must be in substantial compliance with the approved staffing plan. Any major changes proposed to the Staffing Plan over the course of the CCRTA fiscal year must first be approved by the Administrator. The Contractor will notify the Administrator of all contemplated hiring and firing of personnel, who reserves the right to accept or reject such personnel actions.

The Contractor shall utilize personnel necessary for providing the services in accordance with Massachusetts General Laws Chapter 161B and applicable federal and state law.

The Contractor and its agents and employees will comply with all equal opportunity, anti-harassment, and drug and alcohol-free workplace requirements whether they be Federal, State or Local. The Contractor's agents and employees who violate these policies are to be removed from work on this Contract.

It is expressly understood that the Contractor, including its agents, and employees, will be providing services to the CCRTA as an Independent Contractor for the CCRTA, and neither the Contractor nor any of its agents or employees will be an employee or agent of the CCRTA. All liability to persons actually performing services related to wages or any other compensation shall be the sole responsibility of the Contractor. The Contractor shall furnish the Administrator a list of all employees on a bi-annual basis, including names, titles, and salaries.

The Contractor shall recruit and hire Drivers, Dispatchers, Schedulers, Maintenance, and other such personnel as necessary for the operation and maintenance of the system and the delivery of the services. The Contractor shall test, interview and train all successful applicants.

The Contractor shall be solely responsible for the satisfactory work performance of all employees. The Contractor shall be responsible for collecting and reporting the weekly data necessary to complete employee payroll. CCRTA processes payroll and manages direct deposit. The Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, Social Security, Americans with Disabilities Act (ADA), and all other applicable federal, state, and local laws when reporting weekly data to CCRTA.

The Contractor must obtain a National Criminal Records (CORI) Check and statement, a Sex Offender Registry (SORI) Check and statement, a Registry of Motor Vehicle (RMV) Report and provide Proof of Insurability for all employees. All Drivers and Maintenance personnel must have a valid Massachusetts Driver's License and sufficient driving experience to prove competency. This report must be updated annually. The review period should be ten (10) years. At a minimum, any records from the RMV that includes any of the following violations would necessitate termination:

- Driving under the influence of alcohol or drugs/driving while intoxicated
- Reckless driving/driving to endanger
- Leaving the scene of an accident
- Driving without a license and/or insurance
- Driving with a suspended license
- Any record with multiple or repeated violations

The Contractor must exercise discretion in determining the appropriateness of any employee whose report indicates any violation. Should the Contractor decide to waive reported violation(s), the Contractor must document the decision in writing and forward to the CCRTA Administrator for approval.

The Contractor will comply with *Massachusetts General Laws Chapter 6, Section 172C*, as amended by the *CORI Reform Act of 2010: Chapter 255 of the Acts of 2010*. Contractor employees must not contain any of the following offenses:

- Conviction of committing a felony constituting a crime, which involves the use of force or violence
- Conviction of committing the crime of manufacturing, distributing or dispensing any controlled substance that are unlawful or the crime of possession of a controlled substance or the crime of possession with intent to manufacture, distribute or dispense a controlled substance
- Conviction of committing the crime of rape, performing an unnatural act, sodomy, indecent assault or battery, or the crime of attempting any of the above offenses
- Charged with committing any felony listed above and is either awaiting trial or has been defaulted by the court
- Separated from residential placement within a period of six months

The Contractor shall develop a training manual that includes required MAP training programs and provide training for all of its employees. It is the sole responsibility of the Contractor to ensure that each individual is fully knowledgeable of his duties and responsibilities. The Contractor shall maintain a safety Supervisor qualified to conduct training programs that meet CCRTA, MAP, and ADA Driver training requirements and to provide on-site inspections of CCRTA and ADA Drivers.

Interaction with CCRTA Personnel: The Contractor shall coordinate closely with CCRTA personnel on project and operating status. Representatives of the Contractor shall attend CCRTA meetings, with CCRTA staff, as required by the Administrator. CCRTA shall be informed of situations, occurrences, and conditions that call particular public attention to the service, such as unusual complaints, media inquiries, hiring, firing, promotions, demotions, etc. CCRTA will make unannounced ride and radio checks. Spot checks shall be used for:

- Evaluating Contractor's performance
- Checking conformance to route schedules, outline on-time performance
- Collecting ridership data, among other things
- Customer Service Satisfaction
- Fare-Handling Procedures
- Vehicle maintenance, repairs, and cleanliness
- Vehicle Operation

Managers: The Contractor shall provide the Management Staff required for the efficient operation of the transit system. The Management of the transit system shall be the Management Staff's sole responsibility and full-time job. The Contractor shall provide a recommendation regarding the Management Staff required for the operation of the transit system, as part of the System Management Plan that meets the CCRTA requirements and the approval of the Administrator.

Supervision for Fixed Route, ADA, DART and BHT: The Contractor shall ensure that field supervisors provide continuous daily street supervision of the services, including the monitoring of schedule adherence, on-street operation, cleanliness of bus shelters and on-route compliance. Supervision must include conducting ride checks (on-board) to ensure operator adherence to prescribed procedures, such as fare collection and on-time-performance. Supervision will also include location of bus stops, inspecting bus shelters, safety issues, special events and services and preliminary investigation of accidents and incidents. The Contractor shall use CCRTA approved software to monitor Driver, Scheduler and Dispatcher performance.

Scheduler/Dispatch/Radio Control: Schedulers and Dispatchers must be employees of the Contractor, who will be responsible for their hiring, training and supervision. All Schedulers and Dispatchers must be trained, as required by the CCRTA, to cover the telephone lines for CCRTA services, when CCRTA vehicles are in service, in a courteous and sensitive manner throughout the operational day. The Contractor is required to have trained Schedulers and Dispatching capability on duty at a centralized location, reachable by Drivers on the road, by radio and telephone, during all hours-of-service operation. The CCRTA will be monitoring the effectiveness and efficiency of phone and radio coverage. A copy of the training manual shall be submitted to CCRTA for review and approval.

For all services, the Contractor shall ensure that Schedulers, Dispatchers, and Radio Monitoring personnel provide effective Driver/vehicle assignments and prompt responses to Driver and/or vehicle problems that could impact the provision of services. The Contractor shall implement training requirements in keeping with industry standards.

Schedulers and Dispatchers must have a working knowledge of the CCRTA authorized scheduling software and be able to perform scheduling and dispatching duties in a timely manner. All service will be scheduled in such a manner as to enable as many passengers as possible to utilize the vehicles at the same time so that there may be as many shared rides as possible. Consideration must be exercised regarding excessive ride time. Violations and errors must be fixed immediately.

Drivers: All Drivers must be employees of the Contractor, and must be covered under the Contractor's employee benefits plans. The Contractor will be responsible for the training and supervision of all Drivers.

- Drivers must adhere to the following regulations as amended from time to time:
 - Vehicles shall be operated in a safe manner, conforming to all applicable laws
 - While on duty, an employee will not purchase, consume, have in their possession or be under the influence of any prescription or non-prescription narcotic, intoxicant or drug that may impair work performance, as required by the Federal Drug and Alcohol regulations
 - All passenger stops will be made in specific locations and in a safe manner
 - Drivers are required to announce all stops
 - Drivers shall immediately report any visible trash, graffiti, or other unacceptable conditions related to bus stop shelters to the contractor's management staff and to the CCRTA's Facilities and Project Manager
 - An employee will be responsible for keeping his/her vehicle in a clean and sanitary condition, during his/her shift

- Pre and post-trip vehicle inspections shall be performed daily on all vehicles in operation
- Employees are responsible for reporting any defects they believe their assigned vehicle may have to their supervisor, as soon as possible
- Employees may use vehicles only in accordance with their assigned duties
- Employees must conduct themselves in a courteous and friendly manner at all times
- Proper destination signs must be displayed while a vehicle is in service. While not in service, the destination sign reading *Not in Service, Out of Service, or Garage* must be displayed
- For fixed route service, employees providing service must travel over prescribed routes and must maintain time schedules, to the extent that they are reasonably able to do so. If it becomes necessary to go off-route, or if a mistake is made in driving a route, the employee must notify his/her supervisor immediately
- Gratuities of any kind or from any source shall not be accepted by any employee of the Contractor
- Drivers and Dispatchers shall have a thorough and up-to-date working knowledge of CCRTA's public transit system
- Cell phone use on CCRTA vehicles by employees is prohibited
- Ensure that no smoking or use of other tobacco product, eating and/or drinking in vehicles is permitted by the passengers or Drivers
- Appearance Standards:
 - Uniforms must be worn by Drivers, Supervisors, Trainers, and Maintenance employees at all times when on duty. CCRTA recognizes that appearance is a critical component of good customer service and expects the Contractor to actively enforce a dress and appearance code, subject to prior approval of the Administrator. The uniform requirement for Drivers is detailed in the labor contract. For Maintenance Department employees, the Contractor provides and cleans their uniforms.
- Public Information Policy:
 - CCRTA shall be the exclusive public media spokesman in connection with all CCRTA-funded transportation services. The Contractor must ensure that all media inquiries be referred to CCRTA. Any verbal or written comments being made to the media by any employee of the Contractor must first be approved by the Administrator.
- Safety:
 - The Contractor must ensure that Drivers conduct themselves with regard for the passengers' safety and comfort.
 - Drivers shall:
 - Have received and passed all training requirements and programs
 - Keep all information regarding any accident confidential. Employees will only speak to police, or to Supervisors or claims and legal personnel of the Contractor and/or CCRTA, regarding any such accident
 - The Contractor shall institute an ongoing Driver safety award program approved by the CCRTA
- In-Service Training:
 - The Contractor shall provide specialized training for Drivers, when warranted, or when new features are added to the bus (i.e. bike racks, farebox), and periodic training for proper wheelchair lift operation and proper wheelchair tie down procedures. Drivers shall receive re-training when they return to duty after being out more than thirty (30) days. As incidents or accidents occur, Drivers should receive specific training that addresses the prevention of such incidents or accidents. Also, in-service training should include, at a minimum, route alignment, fare structure, transfer system, safety training, sensitivity training, Customer service training, first aid, CPR, and procedures of fare box management. As the CCRTA transitions from fossil fuel vehicles to electric vehicles, the Contractor shall provide driver training and maintenance training.
- New Hire Training: All new Drivers shall have, at a minimum, the following training:
 - Minimum Bus Driver Qualifications:
 - A valid RMV license and required certificates to operate a transit bus, van and/or mini-bus, prior to being assigned to revenue service
 - A valid Commercial Driver's License (CDL), Class B, air brake and passenger endorsement license when required to operate the vehicle

- A valid Commonwealth of Massachusetts Department of Public Utilities (DPU) and Motor Bus Driver Certificate
- Review medical examinations at an appropriate medical facility and Contractor shall not permit any Driver who has not successfully passed such examination to operate a vehicle in any service. Medical examinations must be sufficient to meet the medical requirements for a Driver's Class B Certificate, issued by the Massachusetts RMV and Massachusetts DPU
- Drug test at a certified or licensed facility, prior to employment with the Contractor. Other drug/alcohol screening shall be in accordance with the FTA, including random, suspicion, and pre-employment
- No prospective employee who tests positive on the drug screening can be hired by the Contractor
- Maintain records of all Drivers who have completed the specified Driver training program for the services. This list shall be updated at least monthly or as additional Drivers are trained
- Minimum Driver Training Program: The Contractor shall have personnel on staff (or the ability to readily access such personnel through a consultant contract) who are trained and/or certified in the following categories and who are available to provide training in these areas:
 - Passenger Assistance Training (PAT)
 - Wheelchair securement and tie-down
 - Child passenger safety technician
 - Defensive driving
 - Human rights and sensitivity, including disability awareness
 - Sensitivity training devoted to the operation of accessible equipment and courteous treatment of disabled individuals and wheelchair users. The accessible training shall include instruction on the operation of kneelers, lifts and tie downs, and experience boarding and alighting individuals in wheelchairs under various conditions. Empathy training to help new Drivers gain insight into the special needs and specific obstacles disabled individuals may encounter using public transportation
 - Customer service skills training, including Customer relations and information to passengers
 - Rules and procedures for the mandated reporting of suspected abuse or neglect of Customers
 - First Aid/CPR
 - Bus Driver's course that includes classroom instruction covering, at a minimum, state rules and regulations, CCRTA policies and procedures, vehicle familiarization, vehicle components, pertinent company rules and regulations, operational rules, transit stops, passenger handling, accident report writing, and emergency procedures
 - Behind-the-wheel training (classroom training cannot be substituted) with a certified Driver trainer
 - Driving instruction (including both group and individual instruction) on CCRTA routes Individuals shall be capable of driving each of the CCRTA routes (fixed route only)
 - Instruction regarding vehicle code, radio procedures, and policies related to transit services, electronic fareboxes, MDC, and Rangers
 - Diversity Training
 - Instruction regarding schedules, routes, transfer policies, fares, and other pertinent operating procedures for CCRTA's system. This shall include familiarization with all services operated by the CCRTA

Paratransit Employee Selection and Training for Paratransit Service: The Contractor must designate a staff person (Supervisor) assigned to manage/oversee the proper operations of the service. That person will:

- Have a thorough knowledge of ADA Complementary Paratransit Service (CPS)
- Supervise all personnel providing this service, including discipline, when needed
- Have a proactive approach to management (i.e. including but not limited to emphasis on responding to Customer complaints, Driver training, Driver familiarity with ADA CPS regulations and service standards, use of accessible vehicle equipment and sensitivity to seniors and persons with disabilities)
- Have a working knowledge of the paratransit fleet; coordinate with maintenance to ensure vehicle availability related to "roll-out"
- Report and analyze operating data applicable hereto

- Have a working knowledge of the budget and assist CCRTA with preparation and administration of same (unless this task is performed by the General Manager or other designated management person)
- Observe Drivers, while they are operating their vehicles and serving Customers
- The Supervisor, designee or a responsible decision-making person must be available by telephone or in person during all hours of the operational day

Maintenance Personnel: It shall be the Contractor's responsibility to oversee maintenance personnel and take reasonable care of CCRTA's facilities and the equipment contained therein, and institute a vehicle maintenance program as indicated below:

The Contractor must ensure that maintenance personnel assigned to work on CCRTA's vehicles have a thorough knowledge and certifications of:

- Bus, mini-bus, and van engines, transmissions, and related Mechanical parts
- Methods and procedures used in servicing Mechanical equipment
- Bus, mini-bus, and van chassis and bodies
- Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of bus equipment
- Decimals, fractions, and specifications related to bus Mechanics
- Specialized areas, such as brake relining, air conditioning and wheelchair lifts
- Maintenance personnel shall be able to inspect bus, mini-bus, and van engines, transmissions, and other parts
- Diagnose bus, mini-bus, and van engines, transmissions, and electrical system problems
- MDC's and Rangers
- Electronic fareboxes
- Appearance Standards: Uniforms must be worn by Drivers, Supervisors, Trainers, and Maintenance employees at all times when on duty. The Contractor shall enforce a dress and appearance code, subject to prior approval of the Administrator. The uniform requirement for Drivers is detailed in the labor contract. For Maintenance Department employees, the Contractor provides and cleans their uniforms.

Current maintenance personnel have little experience in zero-emission vehicle repairs and CCRTA has begun a program to train them. Future hires will be expected to have this training at least in part prior to hiring.

Equal Employment Opportunity: The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, national origin or ancestry. The Contractor is required to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, sexual orientation, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and/or selection for training.

Drug Free Workplace: Federal regulations require that entities that the CCRTA contracts have a Drug and Alcohol testing program in place. The CCRTA will require that the Contractor take responsibility for continuing to manage the compliance program currently in place, as well as continuing compliance for the Councils on Aging (COA), Brokerage providers all of whom are also under contract to the CCRTA to provide paratransit services. The Contractor must adhere to all Drug and Alcohol testing requirements, as mandated by the FTA. All costs for Drug and Alcohol testing shall be reimbursable by the CCRTA, as normal operating expenses.

The Contractor must submit by the 15th day of March each year, a completed ITS data collection form for both Drug and Alcohol testing as required by the FTA.

CCRTA Vehicles

High quality and regular maintenance of rolling stock is essential and is required to maintain a safe, efficient and reliable transit operation. The Contractor shall be responsible for all maintenance and repair work necessary to keep designated CCRTA-owned vehicles operating in a safe and reliable condition.

Maintenance Program: The Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles and equipment, voice and data mobile data computers, communications, fareboxes, and all other CCRTA-provided equipment to be used to perform transit service in strict conformity to all regulations and orders. Under the FTA procurement guidelines, the Contractor shall purchase all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement required for the operation of all equipment pursuant to the provision of service, the reasonable cost that shall be an operating expense of the Contractor to be paid by CCRTA. All parts, materials, tires, lubricants, fluids, oils and procedures used by the Contractor on all vehicles and equipment shall meet or exceed *Original Equipment Manufacturer* specifications and requirements.

Generally, the Maintenance Program must provide that:

- All wheelchair lift-related equipment and securing devices shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in service
- Buses shall be washed at a minimum of every time the buses are in for service. This includes the undercarriage and whenever it is necessary in order to maintain the CCRTA's image
- Brake inspections and adjustments shall be performed at intervals, ensuring the safe and efficient operation of the braking system
- All components of the vehicles' bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, and all bus appurtenances) shall be repaired in a professional, timely manner
- All Mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional condition at all times
- Heating and air conditioning (A/C) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service runs. The Contractor shall maintain the A/C systems in an operable condition throughout the entire year
- Seats shall be maintained in proper operating condition at all times. All tears, cuts, gum, graffiti, and other damage shall be cleaned or repaired as soon as reasonably possible after their being discovered
- The Contractor shall establish and maintain an on-going spare parts inventory sufficient to provide that peak hour vehicle requirements that:
 - Allows the paratransit fleet to make daily *roll-out* without incident
 - Allows the fixed route fleet to make a daily *roll-out* without incident
- Contractor will provide a recommended practice for the maintenance of electric vehicles as our fleet is converted and a training plan to get existing staff proficient in such service. Training cost to bring employees into compliance shall be approved (in advance) by and borne by CCRTA.

Preventive Maintenance: The Contractor shall adhere to the factory specified, MAP, and FTA requirements and maintain a formalized preventive maintenance program for designated CCRTA-owned vehicles in conformance with the manufacturer's preventive maintenance schedules. The Contractor shall document any and all preventive maintenance work and/or repairs performed on CCRTA-owned vehicles. All work and repairs performed shall be in accordance with the manufacturer's instructions, warranty conditions, and recorded in the CCRTA's required maintenance software. The Contractor shall perform and certify such tests of equipment required to meet local, state and federal requirements. The Contractor shall perform all preventive maintenance work on designated CCRTA-owned vehicles, including vehicles not utilized in the provision of direct service, such as Supervisor, Maintenance and Administrator vehicles.

Maintenance Record Keeping: The Contractor shall maintain an up-to-date vehicle file for each required vehicle as specified by Federal Transit Administration to be in compliance with Transit Asset Management Plans as amended from time to time. Such files shall be in an electronic format and maintained in the CCRTA required maintenance software. The Contractor shall maintain an individual file for each vehicle to include by date of action, all *Preventive Maintenance*

Inspection Reports, including warranty work and any other pertinent maintenance data, including, but not limited to, fuel, lubricants and other fluid use. Records shall be kept in the individual file for each vehicle of any accident in which the vehicle was involved, including the repair work required to return the vehicle to service. The Contractor shall submit the entire file to CCRTA. Maintenance schedule for vehicle services shall be submitted on a monthly basis. This file must contain at least the following: Make, Model, Vehicle Identification Number, CCRTA Fleet Number, License Number, Date Received, Rebuilds and Major Component Replacement, Unit Repairs, Preventive Maintenance Inspection Reports, Daily Vehicle Condition Reports (may be filed separately), Work Orders, Warranty Work, Accidents (Record of accidents in which vehicle was involved, including repair work)

Environmental Compliance

OSHA: The Contractor is responsible for compliance with all applicable *Occupational Safety and Health Administration* (OSHA) laws, regulations and standards

Environmental, Health and Safety (EHS) Laws and Regulations: The Contractor shall comply with all environmental, health and safety (EHS) laws, regulations and permits that are applicable to CCRTA's facility located in South Dennis, Massachusetts. These include, but are not necessarily limited to, the following requirements:

- Spill Prevention, Control and Countermeasures (SPCC) Plan Requirements 40 CFR 122
- Stormwater Management Requirements 40 CFR 122
- RCRA – Hazardous Materials Management Requirements 310 CMR 30.00 and 40 CFR 260-265, 268, 270
- Toxic Use Reduction (TURA) Requirements 310 CMR 30.00
- Sewer Discharge Permit Requirements 40 CFR 122, 125 and local ordinances
- Massachusetts Contingency Plan Requirements 310 CMR 40.00
- OSHA Hazardous Waste and Emergency Response Operations Law Requirements 29 CFR 1910.120
- Community Right-to-Know (SARA Title III) Requirements 40 CFR 311 to 313
- Massachusetts Right-to-Know Law MGL Chapter 111F
- Hydraulic Fluid handling/storage
- Mass CCRTA LLC Plan

The Contractor must develop an EHS management plan listing the specific requirement that must be complied with, identify the person who shall be responsible for such compliance, and procedures for notifying CCRTA of any episodic or recurring compliance deficiency. This plan must be developed within three (3) months of commencement, and submitted to the CCRTA's facility project manager for review.

In addition, the Contractor must submit to CCRTA's *Facility Project Manager* a quarterly report if requested, identifying the status of environmental compliance program development, progress in resolving any identified compliance deficiencies, and descriptions of any off-site chemical and/or hazardous materials releases (this also includes release of petroleum and gasoline) to air, water, and/or soil. This information shall be submitted in a format approved by CCRTA.

CCRTA reserves the right to audit the subject facilities periodically in order to determine the status of EHS compliance. Should any compliance deficiencies be found, the Contractor shall develop a corrective action plan within two (2) weeks after receipt of such audit report.

Environmental, Health and Safety (EHS) Laws and Regulations: The Contractor is responsible for keeping all records in accordance with all environmental, health and safety (EHS) laws and regulations that are applicable to CCRTA.

Operating Requirements

Operation and Contractual Obligations: The Contractor shall be the employer of all employees necessary for the operation of the transit system as defined under this contract, unless another arrangement is made with the prior approval of the Administrator. With the direct participation and guidance of the Administrator, the Contractor is responsible for conducting labor relations and the negotiation of collective bargaining agreements, and shall inform CCRTA of any problems or issues that could affect the operation of the CCRTA services. The CCRTA shall have the right to instruct the Contractor to reject any collective bargaining agreement that it believes is not in the best operational or financial interest of the CCRTA.

Permits, Licenses, and Insurance: The Contractor must possess and agree to produce all permits and licenses necessary for the lawful performance of the services. The Contractor shall provide and maintain all insurance required by law for such Contractor's employees, including, but not limited to, disability, workers compensation, and employment compensation, in accordance with statutory requirements of the Commonwealth of Massachusetts, the costs of which shall be an operating expense. The Contractor shall provide adequate proof of the fulfillment of any of the requirements of this section to CCRTA upon receipt of a written request therefore.

The CCRTA currently contracts with *RogersGray Insurance*, an insurance broker, to secure required vehicle and general liability insurance with \$5M limits and workers compensation. Periodically the Contractor shall assist the CCRTA in a request for proposal that complies with state, local, and federal procurement policies for the purpose of obtaining cost effective insurance coverage.

Safety: The Contractor shall be responsible for safety and accident prevention. The Contractor must maintain records of any incident or accident that occurs in the conduct of the services, including any type of situation that is unreasonable or out of the ordinary. The Contractor must develop a *Safety and Security Plan*, as suggested by FTA. The Contractor is responsible for ensuring that Drivers correctly collect, at a minimum, the following data:

- Name and address of investigating Police Officer and badge number
- Facts about other vehicle(s) involved or concerned with an accident or incident
- Facts about person(s) involved or concerned with an accident or incident
- Facts about other damaged property involved or concerned with an accident or incident
- Completed witness cards
- Description and diagram of the accident or incident
- Notification and reporting information

The Contractors must ensure that Drivers DO NOT:

- Discuss an incident or accident with anyone except the police, a Supervisor, or a representative of CCRTA
- Make any statements concerning the assumption of liability; Drivers should only give out the information required by relevant authorities
- Sign any statement, except for an authorized Contractor and/or CCRTA representative

The Contractor must issue an information kit to all Drivers to be used in collecting information for any incident or accident involving personal injuries or property damage, which shall include: *Mass Transit Report*, including diagram sheet, if applicable, Contractor's Accident Report, RMV Forms, Police Reports, Witness Cards, and/or Photographs.

The Contractor must ensure that all accident/incident reports are completed in their entirety and within 24 hours. A supervisor or other person trained in accident investigation must be available to assist the Driver to complete correctly the required forms. All reports must be written legibly and in the English language.

The Contractor shall immediately notify the CCRTA Administrator of any and all incidents or accidents.

All accidents, incidents and claims relating to the Contractor and the CCRTA's paratransit van operator-Contractor shall be entered in the first instance and tracked by the Contractor in the CCRTA requested database. The Contractor shall employ an individual to work regularly and cooperatively with CCRTA, regarding the collection, entry, tracking,

reporting and analysis of accident, incident and claims data for claims or lawsuits initiated against the Contractor and required reports to the *National Transit Database*.

The Contractor must conduct monthly meetings of a *Safety Committee*. *Safety Committee* findings shall be reported to the *Facilities Project Manager* on a monthly basis. The Committee should address the following issues, at a minimum:

- Incidents occurring during the relevant monthly period
- Workers Compensation incident reports
- Vehicle accident reports
- Unsafe practices and corrective action
- Safety training programs
- Safe work procedures
- Safety suggestions

ADA Compliance: The Contractor is required to comply with the requirements of ADA. The Contractor shall maintain in working order all features of the vehicles that are required to make the vehicle accessible to and usable by, individuals with disabilities. The Contractor must ensure that Drivers are trained to operate, properly and safely, accessible vehicle features, and to treat individuals with disabilities in a respectful and courteous way. The Contractor must also ensure that Drivers make use of accessible features and equipment on vehicles. The Contractor must require that Drivers announce stops at every stop and at: transfer points, major intersections, major destinations, and locations as requested by an individual and at intervals along a route. The Contractor must ensure that accessible features that are damaged or out of order are repaired promptly. The Contractor shall institute a plan that includes steps to accommodate individuals with disabilities who are unable to use the system due to damaged accessible vehicle features.

Advertising: CCRTA will provide and control marketing, public relations and advertising services. The Contractor must provide a reasonable work area for the handling, storage and installation of advertising signs.

Participation: The Contractor shall cooperate, participate, and make recommendations in the development, updating and maintenance of routes and schedules as CCRTA shall deem necessary. Technical assistance shall be provided for route planning, scheduling, service standards, safety and accident prevention and equipment selection and utilization. The Contractor shall cooperate, participate, and make recommendations in marketing, promoting, advertising, public relations, public hearings, and public education programs and projects undertaken by CCRTA.

Bus Shelters: The Contractor is required under the directions of the *CCRTA Facilities Manager* to monitor and assist in maintaining all bus stop signs and passenger waiting shelters and benches. The Contractor is also responsible for maintaining the bike racks on all vehicles. The Contractor is required to maintain an up-to-date inventory of all bus stop and passenger waiting shelter locations.

Procurement: The Contractor/Vendor shall use procurement procedures that comply with applicable state and local laws and regulations, provided that the procurements conform to applicable federal law
(<https://www.transit.dot.gov/regulations-and-guidance/fla-circulars/third-party-contracting-guidance>).

All procurement transactions shall be conducted in a manner providing full, open and fair competition. The Contractor/Vendor shall make awards only to responsible Contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as Contractor/Vendor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Contractor/Vendor shall maintain records detailing the history of procurement. At a minimum, these records shall include the rationale for the method of procurement, selection of contract type, reasons for selection or rejections, and the basis for the lowest, responsible contract price.

The Contractor/Vendor shall maintain a written code or standards of conduct that governs the performance of its officers, employees, or agents engaged in the award and administration of contracts or sub-agreements supported by federal funds. The code or standards shall provide in relevant part that the Contractor's/Vendor's officers, employees or agents may

neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Contractors, individuals or businesses that is in violation of the Massachusetts state ethics code.

CCRTA has set a minimum rule that financial interest is not substantial, or a gift is an unsolicited item of nominal intrinsic value. No gift or gratuity should be accepted by an employee of the Contractor/Vendor, who is involved with the procurement of good and services, if it is more than \$49.99 in value.

As required by state and local law and regulations, the code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Contractor's/Vendor's employees.

The Contractor's/Vendor's code of standards of conduct shall prohibit the Contractor's/Vendor's employees, officers, or agents from participating in the selection, award, or administration of a contract or sub-agreement supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm or entity selected for the award, the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or intends to employ, any of the above.

CCRTA's procurement procedures and appeal processes will be mutually agreed upon by CCRTA and the Contractor.

Performance Standards: Fixed Route, ADA, Paratransit (DART), BHT, and SmartDART

The Contractor must abide by all performance standards established by the CCRTA for all services. In any dispute regarding performance standards the CCRTA shall determine, at its sole discretion, the remedy or action required to correct the situation. Performance standards shall include, but are not limited to the following:

- Paratransit Drivers are to provide door-to-door service. This includes assisting passengers onto and off of the vehicle. This service shall be provided in accordance with CCRTA policies.
- Paratransit Drivers must make people with limited vision and hearing aware that the vehicle is at the curb for their pick-up. This is particularly important at facilities where multiple vehicles are picking-up people simultaneously. Drivers must also be aware of facilities with multiple entrances and check with dispatch if passenger does not appear.
- In monitoring services, the CCRTA will be working with community-based advocacy agencies. The Contractor will be required to participate and be responsive to the CCRTA and such committee(s).

The Contractor must abide by all performance standards established by the CCRTA for its fixed route, ADA Paratransit, Dial-a-Ride (DART) and SmartDART system. The Contractor's performance will be evaluated using CCRTA's performance standards. In any dispute regarding service standards, CCRTA shall determine, at its sole discretion, the remedy or action required to correct the situation. The Contractor shall adhere to all CCRTA performance standards.

The Contractor will report on how it is meeting these standards at quarterly meetings. CCRTA will audit the accuracy of the information provided by the Contractor by checking the source documentation used to develop the performance indicators.

Data Collection/Reporting

The Contractor is responsible for submitting reports to CCRTA, according to an established reporting schedule. All reports shall be submitted in a format compatible with CCRTA's computer hardware and software. The following records must be retained and/or reported on a monthly basis:

Fixed Route: The Contractor, in accordance with the established reporting schedule, will prepare a summary report to be submitted monthly. The monthly operations report shall include passenger and operational data to be submitted in accordance with the format established by CCRTA. Monthly operational reports shall be submitted to CCRTA no later than 15 working days after the end of each month. The monthly operations reports shall include, at a minimum:

- Ridership and operating statistics: Total passengers per month per route or service (UPT), total vehicle revenue mileage per month per route or service (VRM), total vehicle revenue hours per month (VRH), fuel consumption by type (MB/DR), vehicles operated in maximum service by type (VOMS), ADA certified rides provided, wheelchair deployments per month, total number of bicycles per month (a sample report is part of this document as Attachment F)
- Performance indicators: Miles between maintenance road call per month, Fixed route lift failures per month, Number of complaints per 1,000 passengers per month, Total accidents per 100,000 miles per month, Collision accidents per 100,000 miles per month, Total preventable accidents per 100,000 miles per month, Passenger accidents per 100,000 miles, Maintenance per month, inspections/scheduled/completed/failed, Missed trips, On-time performance, Spare ratio
- Training information: Training Programs, Individuals trained, Dates of training, Individuals overdue on training for MAP reporting requirements
- Environmental Program: (Status of environmental compliance, progress in resolving identified compliance deficiencies, description of releases, etc.)

Paratransit:

The Contractor will be responsible for providing the CCRTA with copies of records, data analysis, or other pertinent information, as the CCRTA may reasonably request. The Contractor shall maintain financial records in compliance with all federal, Massachusetts and CCRTA standards. Monthly financial reports required include at a minimum: a breakdown of the administrative and operational cost of service. Operational items that the Contractor shall be required to retain and report on as requested include, but are not limited to, the following:

- *Driver manifests that include:* Coding of payment, Passenger name, Passenger trip origin (address), Passenger trip destination (address), Pick-up time assigned, Actual pick-up time, Drop-off time assigned, Actual drop-off time
- *Manifest Codes:* Customer Fare Is Agency Paid No Fare Is Collected, Customer Pays \$1.50 (Disabled/Senior Rate), Customer Pays \$3.00 (Regular Fare Rate), Customer Pays by prepaid ticket or monthly pass
- *In the passenger's trip:* Paid By **Cash Fare** (Applies To Cash Fare Passengers Only), Paid By **Pass** (Applies To Cash Fare Passengers Only), Customer Was A **No-Show**. (Applies to All Passengers), Customer Was A **Cancel**. (Applies To All Passengers)
- Vehicle list with odometer readings
- Chart depicting the deployment of vehicles by hour of the day
- Operational data items that the Contractor will be required to retain and report on monthly include, but are not limited to, the following:
 - Vehicle miles and Vehicle hours, Passenger trips by type (i.e. ADA), PCA's and Companions transported, if applicable, Daily Cancellations and No Shows, Daily log of pick-ups outside the *30 Minute on Time Pick-Up Window*, Written documentation of passenger complaints, action(s) taken and results of actions taken, Missed Trips
- Number of ADA trips for individuals 60 and older, Number of ADA trips for individuals under 60, Number of ADA trips by community, Number of ADA lift trips, Total No-Shows and Cancellations, Number of ADA No Shows and Cancellations, PCAs transported, if applicable, Companions transported, if applicable
- Written documentation of employee problems, action(s) taken and results of actions taken
- Written documentation of customer problems, action(s) taken and results of actions taken
- Performance Indicators: Miles between maintenance road calls per month, Average number of buses out of service per month, Fixed route lift failures per month, Number of complaints per 1,000 passengers per month, Total accidents per 100,000 miles per month, Collision accidents per 100,000 miles per month, Total preventable accidents per 100,000 miles per month, Passenger accidents per 100,000 miles, Maintenance per month inspections/scheduled/completed/failed, Missed trips, On-time performance, Spare ratio

National Transit Database (NTD) Statistics: All public transit service provided by CCRTA must be reported annually to the FTA in a completed National Transit Database report. The Contractor shall collect data, keep records and provide reports sufficient to enable CCRTA to meet its FTA NTD reporting requirements. The Contractor shall be responsible for obtaining all pertinent FTA NTD regulations and procedures to ensure that all required information meets FTA definitions and accuracy requirements. The Contractor shall be responsible for keeping all the NTD data collection procedures

current with the most recent FTA guidelines. The Contractor must submit monthly NTD report on its operated service to CCRTA.

Fixed Asset Inventory Certification: The Contractor must maintain and provide annually a Fixed Asset Inventory Certification to CCRTA. This certification must include:

- Vehicle Description (year, make, model, standing capacity, seating capacity, number of doors, fiscal year mileage, year to date mileage)
- Vehicle Condition including (radio, MDC, lift equipment)
- Spare Parts Inventory (description, quantity, identification number, condition)
- Equipment Inventory (description, quantity, identification number, condition)
- Vehicle Disposal (year, make, condition, vehicle number, plate number, serial number, mileage, date of disposal)

The inventories should be consistent with good business practices and should not contain excessive amounts of equipment and parts.

Accident and Incidents: The Contractor must maintain records of any incident or accident that occurs. All Drivers must complete a report for any unusual or extraordinary event that happens during their work shift. All Drivers must complete the forms included in an accident/incident kit for any matters involving personal injury or property damage. The Contractor must immediately report any accident to CCRTA with an initial assessment of the impact of the accident on persons or property. Further, the Contractor must provide CCRTA with the following information regarding such accident or incident within three business days or as soon as available from outside sources:

- a detailed, and written estimate (suitable, as determined by the CCRTA, for use by the Contractor in pursuing and defending property damage insurance claims) of the damages to CCRTA
- a copy of any police reports associated with the accident
- a report of the post-accident testing when such testing is required.

In addition, the CCRTA utilizes a database software program for entry, tracking and analysis of accident, incident and claims data. All accidents, incidents and claims relating to the Contractor and the CCRTA's paratransit van operator-Contractors shall be entered in the first instance and tracked by the Contractor in the database. The Contractor shall employ an individual to work regularly and cooperatively with the CCRTA, regarding the collection, entry, tracking, reporting and analysis of accident, incident and claims data for claims or lawsuits initiated against the Contractor, the paratransit van operator-Contractors and/or the CCRTA.

All accidents are reported to the FTA as required by Federal Law. This reporting is done by CCRTA.

Drug and Alcohol Testing Program 49 CFR Part 655: Handling of Test Results, Record Retention and Confidentiality

- General Requirement: The Contractor shall maintain records of its alcohol misuse and controlled substances and COA Drivers use prevention programs, as provided in this section. The records shall be maintained in a secure location. Access thereto shall be limited to an employee of the Contractor designated to have such responsibility.
- Period of Retention: The Contractor shall maintain the records in accordance with CFR 655.71
- Reporting of Results in a Management Information System (see CFR 655.72)
- The Contractor shall prepare and maintain a summary of the results of its drug and alcohol testing programs during the previous calendar year. These summaries must be prepared and submitted to the FTA by March 15th of the applicable year.

Workplace Analysis – Quarterly: U.S. DOT, through CCRTA, requires the Contractor to report information regarding the workforce. This information must be submitted on a quarterly basis and must include the following: Total number of employees by job title, sex, minority group, employees hired by job title, sex, minority group, applications received by job title, sex, minority group (if applicable), employees terminated by sex and minority group, employees retired by sex and minority group, resignations by sex and minority group, deaths by sex and minority group.

Financial Reporting

Financial Records: The Contractor shall identify an individual(s) on its Management Staff who will be responsible for the standard accounting billing procedures as are required by the CCRTA and in accordance with the terms of the Contract. The Contractor will be required to provide budget, payroll and billing data as needed in a format approved by the CCRTA.

Funds and Operating Expenses: The contract between the CCRTA and the Contractor will be on a “Cost Plus Management Fee” basis. Starting in FY2022, all bills, with the exception of Contractor’s Management Staff expenses are paid directly by CCRTA. There is no “float” required of the contractor while waiting for reimbursement with the exception of incidentals purchased on an emergency basis. For such an expense, the CCRTA currently has a purchase requisition form that must be submitted by the Contractor for review by appropriate personnel of the CCRTA before reimbursement.

Submission of invoices for payment

- Payment of the Management Fee shall be submitted by the Operator the last week of the month for the current month Management Fee.
 - CCRTA will reimburse the Operator within 10 working days

Budget, Projections and Recommendations: The Contractor shall work with the CCRTA’s Chief Financial Officer and Accounting Manager to prepare financial projections and necessary annual budgets, as required by CCRTA. CCRTA reserves the right to audit and verify all financial information and records.

- Develop an Operating and Capital Budget in advance of the fiscal year covering the period July 1st through June 30th to be approved by the CCRTA
 - 1st Draft Operating and Capital Budget submission by February 1st
 - Final Draft Operating and Capital Budget submission by March 15th
 - CCRTA final review and approval by March 31st

APPENDIX C

CCRTA Fare Structure

<u>Fixed Route Fares</u>	Adult and Youth	People 60+ & People w/disabilities
One-way ride	\$2.00	\$1.00
One-way ride plus off-route trip (Flex bus only)	\$4.00	\$2.00
Day Pass	\$6.00	\$3.00
31 day Transit Pass	\$60.00	\$30.00
Transfers		
Transfers to other CCRTA buses	\$2.00	\$1.00
Between: Sealine Hyannis to Falmouth/Woods Hole and the WHOOSH Trolley	Free	Free
Fixed routes are exact fare only . Drivers cannot make change. Children, that are five years and younger, when accompanied by an adult, ride free. Persons holding a Transit Access Pass or Medicare card ride for half fare.		
<u>ADA Fares</u>		
\$2.50 per fixed route travelled. ADA multi- ride passes are available for purchase at the CCRTA Administrative Offices 508-775-8504 Ext. 202.		
<u>Dial-A-Ride Transportation Fares</u>	Adult and Youth	People 60+ & People w/disabilities
One-way ride +	\$3.00	\$1.50
DART Pass	\$45.00	\$22.50
<u>Boston Hospital Transportation</u>		
One – Way	\$15.00	
Round Trip	\$30.00	

**AMENDMENT NO. ONE
TO
AGREEMENT FOR TRANSPORTATION MANAGEMENT SERVICES**

This Amendment No. One to the Agreement for Transportation Management Services (this “**Amendment**”), is entered into as of October 3, 2024, but effective as of October 1, 2024 (the “**Effective Date**”), by and between Cape Cod Regional Transit Authority, acting through its Advisory Board (“**CCRTA**”), and Eastern MA Transit Company (“**Vendor**”). CCRTA and Vendor may hereinafter be referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

A. The Parties have entered into that certain Agreement for Transportation Management Services, dated as of May 24, 2024, covering the contract period of October 1, 2023 through September 30, 2024, pursuant to which Vendor provides certain transportation services for CCRTA (the “**Agreement**”).

B. The Parties desire to amend the Agreement to reflect certain agreements among the Parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Amendments.

(a) Section 4 – Commencement and Term. Section 4 of the Agreement is hereby amended to provide for CCRTA’s exercise of its first of four options to extend the Agreement for one-year through September 30, 2025.

(b) Section 7 – Compensation. Section 7 of the Agreement is hereby amended to provide that the CCRTA Management Fee payable to Vendor for the extension period shall be \$469,345.32 (\$39,112.11 avg. month). CCRTA shall pay the Management Fee net fifteen (15) days from invoice.

2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

3. Governing Law. This Amendment shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date set forth above.

CAPE COD REGIONAL TRANSIT AUTHORITY:

By: Thomas S. Cahir

Name: Thomas S. Cahir

Title: CCRTA Administrator

EASTERN MA TRANSIT COMPANY

By: Erin K. Niewinski

Name: Erin K. Niewinski

Title: Executive VP & CFO

**AMENDMENT NO. TWO
TO
AGREEMENT FOR TRANSPORTATION MANAGEMENT SERVICES**

This Amendment No. Two to the Agreement for Transportation Management Services (this “**Amendment**”), is entered into as September 30, 2025, effective as of October 1, 2025 (the “**Effective Date**”), by and between Cape Cod Regional Transit Authority, acting through its Advisory Board (“**CCRTA**”), and Eastern MA Transit Company (“**Vendor**”). CCRTA and Vendor may hereinafter be referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

A. The Parties have entered into that certain Agreement for Transportation Management Services, dated as of May 24, 2024, covering the contract period of October 1, 2023 through September 30, 2024, pursuant to which Vendor provides certain transportation services for CCRTA (the “**Agreement**”). On October 3, 2024, the contract period was extended by one-year through AMENDMENT NO. ONE, for the contract period covering October 1, 2024 through September 30, 2025.

B. The Parties desire to further amend the Agreement to reflect certain agreements among the Parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Amendments.

(a) Section 4 – Commencement and Term. Section 4 of the Agreement is hereby amended to provide for CCRTA’s exercise of its second of four options to extend the Agreement for one-year through September 30, 2026.

(b) Section 7 – Compensation. Section 7 of the Agreement is hereby amended to provide that the CCRTA Management Fee payable to Vendor for the extension period shall be \$483,340.68 (\$40,278.39 avg. month). CCRTA shall pay the Management Fee net fifteen (15) days from invoice.

2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

3. Governing Law. This Amendment shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to

this Amendment will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date set forth above.

CAPE COD REGIONAL TRANSIT AUTHORITY:

By: Kathleen M. Jensen

Name: Kathleen M. Jensen

Title: CCRTA Acting Administrator

EASTERN MA TRANSIT COMPANY

By: Erin K. Niewinski

Name: Erin K. Niewinski

Title: Executive VP & CFO